



BOARD OF ALDERMEN

Meeting Agenda

FEBRUARY 25, 2019

7:00 PM 300 PARK DR. BALLWIN, MO 63011

1. *Call to Order*
2. *Roll Call*
3. *Pledge of Allegiance*
4. **Approval of Minutes:** February 11, 2019 Board of Aldermen Meeting Minutes, and the February 11, 2019 Closed Meeting Minutes
5. **Presentations**
 - a. John Hoffman - Metro West Recognition of Ballwin Aquatic Staff
 - b. Haley Morrison – Employee Recognition
6. **Unfinished Business**
 - a. Amended Bill #4019 Establishment of Zero Property Tax Rate
7. **Citizen Comments**
8. *Public Hearing: None*
9. **Legislation (Next Ordinance #19-7)**
 - a. Bill #4022 Building Inspection Fees
 - b. Bill #4023 Collective Bargaining
10. **Consent Items**
 - a. Parks: Replacement of Sand in Pool Filters
 - b. Public Works: 2 Ton Truck Purchase
11. **Mayor's Report**
12. **City Administrator's Report**
 - a. New City Hall Address
13. **Staff Reports**
 - a. Administration: Denise Keller, Annual Compensation Review
 - b. Public Works: Jim Link, Status update on Dodge truck purchase
 - c. Public Works: Jim Link, Asphalt Purchase
 - d. Public Works: Jim Link, Cement Purchase
 - e. Public Works: Jim Link, Crushed Rock Purchase
 - f. Public Works: Jim Link, Sand Purchase
14. **City Attorney's Report**
 - a. Winchester Contractual Services
15. **Aldermanic Comments**
16. **Closed Session:** Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen will hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract.
17. **Information Only**
18. **Adjourn**

NOTE: Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

CLOSED SESSION: Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions, and/or communications from the City Attorney, as provided under Section 610.021(1) RSMo., and/or personnel matters under Section 610.021(13) RSMo., and/or employee matters under Section 610.021(3) RSMo., and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.



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If you have any questions or concerns about any item on the agenda, please contact me prior to the meeting. If you cannot attend this meeting, please contact Mayor Pogue or me as soon as possible so we can plan accordingly.

- Interim City Administrator Bob Kuntz

MINUTES Enclosed, please find the minutes from the February 11, 2019 Board of Aldermen Meeting and minutes from the February 11, 2019 Closed Session for your review and approval.

PRESENTATION to honor the aquatic staff involved in the medical emergency of a Pointe patron on February 4, 2019. Presentation by John Hoffman, Interim Director of Parks and Recreation, and Captain Shelton of Metro West Fire protection District.

PRESENTATION of Employee Recognition awards by Haley Morrison, Human Resources Coordinator.

UNFINISHED BUSINESS

BILL 4019 AN ORDINANCE SETTING THE REAL ESTATE TAX RATE OF ZERO (0%) PERCENT IN THE CITY OF BALLWIN FOR THE FISCAL PERIOD BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019. On an annual basis the City must provide the Collector of Revenue of St. Louis County with its current year tax levy. For the calendar year, January 1 to December 31, 2019, Ballwin will set the real estate tax rate at zero percent. This bill now contains the amendments proposed and approved at the previous Board meeting.

NEW BUSINESS

BILL 4022 AN ORDINANCE REVISING THE AMOUNTS OF PERMIT FEES IN THE CITY OF BALLWIN. City staff and the Board of Aldermen have reviewed permit fees for various inspections and plan review and determined the amounts must be adjusted to recover the costs associated with each service. This ordinance would revise the fees accordingly.



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BILL 4023 AN ORDINANCE ESTABLISHING A FRAMEWORK FOR THE CITY OF BALLWIN AND ITS POLICE OFFICERS TO ENGAGE IN COLLECTIVE BARGAINING. In light of the Missouri Supreme Court's rulings in *Independence National Education Association v. Independence School District*, 223 S.W.3d 131 (Mo. banc 2007); *American Federation of Teachers v. Ledbetter*, 387 S.W.3d 360 (Mo. banc 2012), and *Eastern Missouri Coalition of Police Fraternal Order of Police, Lodge 15 v. City of Chesterfield*, 386 S.W.3d 755 (Mo. banc 2012), the City of Ballwin believes it is necessary to establish a framework for its police officers to engage in collective bargaining. The City of Ballwin also believes it is necessary to adopt and implement procedures relating to the recognition of, collective bargaining with, and recertification or decertification of the employee's designated bargaining representative.

CONSENT ITEMS

This section includes budgeted items which are low bid and do not exceed expenditure estimates, and/or items which have been previously approved in concept.

PARKS REPLACEMENT OF SAND IN POOL FILTERS

Staff recommends awarding the contract to replace the sand in all filters at the Pointe and North Pointe Aquatic center to the low bidder, Pool Pros.

PUBLIC WORKS 2-TON TRUCK PURCHASE

Staff recommends accepting Navistar International/Viking Cives state bid for one 2 Ton Truck/Body/Salt Spreader and Plow.

OFFICIAL REPORTS

CITY ADMINISTRATOR'S REPORT NEW CITY HALL ADDRESS ISSUES (DISCUSSION ONLY)

It is requested that Board direction, by motion, be provided to resolve each of the following issues:

- 1) Building signage – Government Center or City Hall?
- 2) Address options – New private street designation or Seven Trails Drive?
- 3) Would it be appropriate to provide any special recognition (by signage) for outstanding service to our community?



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STAFF REPORTS

ADMINISTRATION – DENISE KELLER **ANNUAL COMPENSATION REVIEW**

Staff recommends a 3% salary increase for full-time employees effective April 1, 2019.

PUBLIC WORKS – JIM LINK **STATUS UPDATE DODGE 5500 TRUCK PURCHASE**

Staff was able to secure a 2017 Dodge Ram 5500 Truck from Royal Gate Dodge.

PUBLIC WORKS – JIM LINK **ASPHALT PURCHASE**

Staff recommends awarding the contract to the only bidder, Fred Weber, and to accept alternate bid #2.

PUBLIC WORKS – JIM LINK **CEMENT PURCHASE**

Staff recommends awarding this contract at the bid unit price for the two types of concrete, including the alternate bids, to the low bidder, Valley Material Co.

PUBLIC WORKS – JIM LINK **CRUSHED ROCK**

Staff recommends awarding this unit price contract to Bussen Quarries including the alternate bids.

PUBLIC WORKS – JIM LINK **SAND**

Staff recommends awarding this contract at the bid unit price to the only bidder, Bussen Quarries.

CITY ATTORNEY'S REPORT

The City Attorney would like to provide an update on contractual agreements with our neighboring municipality, Winchester.



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THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Mayor Tim Pogue at 7:04 p.m.

ROLL CALL

Present

Mayor Tim Pogue
Alderman James Terbrock
Alderman Michael Finley
Alderman Kevin M. Roach
Alderman Mark Stallmann
Alderman Frank Fleming
Alderman Jim Leahy
Alderman Ross Bullington

Interim-City Administrator Bob Kuntz
City Attorney Robert Jones

Absent

Alderman Raymond Kerlagon

The Pledge of Allegiance was given.

MINUTES

The Minutes from the January 28, 2019, Board of Aldermen meeting were submitted for approval. ***A motion was made*** by Alderman Fleming and seconded by Alderman Finley to approve the minutes from the January 28, 2019 Board of Aldermen meeting as amended. A voice vote was taken with a unanimous affirmative result and the motion passed.

The Minutes from the January 28, 2019, closed session meeting were submitted for approval. ***A motion was made*** by Alderman Fleming and seconded by Alderman Stallmann to approve the minutes from the January 28, 2019 closed session meeting as submitted. A voice vote was taken with a unanimous affirmative result and the motion passed.

PRESENTATIONS

John Hoffman, Interim Director of Parks & Recreation/Superintendent of Parks, introduced Kristy DeGuire to give a brief overview of the Draft Master Plan which is available in its entirety in their meeting packet.



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Kristy DeGuire, owner of DG2 Design Landscape Architecture, began her presentation to the Board with an overview of the City of Ballwin Parks Master Plan. She explained that DG2 headed up this project but also worked with Ballard*King & Associates who researched demographics and overall park operations review and Hastings & Chivetta Architects Inc.

assisted with detailed review of the facilities. The process involved inventorying the existing conditions, analyzing those to look for opportunities and constraints, meeting with the public for input, and then created recommendations. Summary of deficiencies overall include a general lack of facilities, especially indoor to support programing, growth and variety particularly hardcourt activities, a lack of space to expand group fitness activities, a lack of dedicated party room, and a lack of lap swimming and competitive swimming programs.

Benchmarks compared the City of Ballwin Recreation with Des Peres, Richmond Heights, O'Fallon and Rolla. Surveys of households, with 441 responses, showed 78% of household used the parks in the last year. The top household activities were walking and jogging, swimming, festivals and special events, nature areas, and hiking. Specific parks analysis was done including a rating of a park or facility and then individual components.

Recommendations were made at a high level concerning programs offered, how staff is utilized, and trends moving forward in the future. Recommendations for individual parks and facilities were then highlighted. Due to the number of elements and the move of City Hall, Kristy DeGuire also recommended a high priority detailed plan just for Vlasik Park be made to evaluate the park. The City of Ballwin is on the right track and there are a lot of things that just need to continue and there are some things that should be maintained or updated throughout to trend in the right direction.

Alderman Fleming asked about the trend information and if there are any reverse trends that would allow for removal of not popular programs to limit the need for expanding facilities.

Kristy DeGuire used pickle ball verses tennis tends as an example where both are still trending and an alternative to new facilities is the repurpose or dual purpose of an existing facility such as a tennis court being striped for both.

Alderman Fleming asked if the area Athletic Associations were taken into consideration. The practice fields for those, especially baseball, have gone by the wayside.

Kristy DeGuire stated the Athletic Association were taken into account because without those added soccer and ball fields Ballwin would have fallen way behind in comparison to other cities.

Alderman Fleming asked what is included in trend called adventure sports. Are these indoor or outdoor facilities?

Kristy DeGuire explained adventure sports are a little bit of both but trends to outdoor facilities such as mountain biking and ropes courses. Indoor rock walls are also one of them but not included in their recommendation for Ballwin..

Kristy DeGuire closed by reminding them to forward any questions or concerns through John Hoffman so they can be addressed in the final Parks Plan.



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PUBLIC COMMENTS

Richard Boerner, 726 Oak Meadows Court, questioned the City of Ballwin's interpretation of FOIA statute in favor of the City, not the citizen. He asked for a review of this policy.

Jane Suozzi, 127 Romine Circle, spoke in reference to the later resolution. She stated she went to a presentation in opposition to the City-County merger and is concerned about Freeholders Board language concerning party restrictions. She also inquired if the City is limited from collecting signatures or if the citizens will need to gather them. She would happily help gather the required signatures. Mayor Pogue responded that he and Alderman Stallmann attended an informational seminar also last week and have copies of the petition and intend to collect signatures as well.

NEW BUSINESS

BILL NO. 4016 AN ORDINANCE REVISING SECTIONS OF THE CODE OF ORDINANCES CONCERNING COMMUNICATIONS FACILITIES

A motion was made by Alderman Fleming and seconded by Alderman Finley for a first reading of Bill No. 4016, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4016 was read for the first time.

In discussion of Bill No. 4016 Alderman Roach asked the City Attorney if this is the update that went to the P & Z relative to the antenna apparatus and easements as mandated by revisions to the State statutes. Attorney Jones responded affirmatively. Bill No. 4016 is the small cell wireless deployment legislation that is required in order to comply with the state law and the FCC regulations.

A motion was made by Alderman Fleming and seconded by Alderman Terbrock for a second reading of Bill No. 4016, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4016 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4016 with the following results:

Ayes – Aldermen Terbrock, Finley, Roach, Stallmann, Fleming, Leahy, Bullington;

Nays -- None.

Bill No. 4016 was approved and became Ordinance No. 19-02

BILL NO. 4017 AN ORDINANCE UPDATING SECTIONS OF THE CODE OF ORDINANCES CONCERNING UTILITIES GROSS RECEIPTS TAXES.

A motion was made by Alderman Fleming and seconded by Alderman Roach for a first reading of Bill No. 4017, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4017 was read for the first time.



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In discussion of Bill No. 4017 Alderman Roach presented a question to the City Attorney about section 14-206.1 defining gross receipts. Is there any flexibility in that language or are we restricted to this exact text? Attorney Jones replied that definition is not being amended except to take out the superfluous phrase “exclusive of sales and charges for the commodities and services”. Attorney Jones also stated he feels that definition is a good one because it also speaks directly to telephone or communications services. Alderman Roach then asked if Attorney Jones thinks the language as written is broad enough to encompass voice over IP. Attorney Jones responded affirmatively.

A motion was made by Alderman Fleming and seconded by Alderman Stallmann for a second reading of Bill No. 4017, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4017 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4017 with the following results:

Ayes – Aldermen Terbrock, Finley, Roach, Stallmann, Fleming, Leahy, Bullington;

Nays -- None.

Bill No. 4017 was approved and became Ordinance No. 19-03

BILL NO. 4018 AN ORDINANCE REPEALING SECTIONS 7.5-1 TO 7.5-11 OF THE CITY CODE OF ORDINANCES AND ENACTING A NEW SECTION 7.5-1, RELATING TO VIDEO SERVICE PROVIDERS, AND REPEALING OUTDATED CABLE TELEVISION CODE PROVISIONS.

A motion was made by Alderman Fleming and seconded by Alderman Stallmann for a first reading of Bill No. 4018, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4018 was read for the first time.

In discussion of Bill No. 4018 Alderman Roach asked whether some of the language might also apply to services similar to Netflix, Amazon or Hulu. Attorney Jones responded that those services would not be subject to this video provider fee at this time.

A motion was made by Alderman Roach and seconded by Alderman Terbrock for a second reading of Bill No. 4018, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4018 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4018 with the following results:

Ayes – Aldermen Terbrock, Finley, Roach, Stallmann, Fleming, Leahy, Bullington;

Nays -- None.

Bill No. 4018 was approved and became Ordinance No. 19-04

BILL NO. 4019 AN ORDINANCE SETTING THE REAL ESTATE TAX RATE OF ZERO (0%) PERCENT IN THE CITY OF BALLWIN FOR THE FISCAL PERIOD BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

A motion was made by Alderman Finley and seconded by Alderman Stallmann for a first reading of Bill No. 4019, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4019 was read for the first time.



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A motion was made by Alderman Roach to amend the ordinance to also include:

WHEREAS, each year, the Board of Aldermen must set the tax rate in order to notify the Collector of Revenue of St. Louis County of the rate in order to provide for collection and remittance of the same,

WHEREAS, the City of Ballwin has maintained a 0% property tax for the last 32 years,

WHEREAS, by consistently imposing a 0% property tax for over three decades, the City of Ballwin is in the minority of municipalities in St. Louis County to do so,

WHEREAS, the residents and taxpayers of the City of Ballwin are satisfied with the level of services provided,

WHEREAS, the residents and taxpayers of the City of Ballwin do not seek higher taxes,

WHEREAS, the City of St. Louis currently imposes a property tax on its property owners.

The motion was seconded by Alderman Stallmann to amend Bill No. 4019 to include the further language provided by Alderman Roach. A voice vote was taken with a unanimous affirmative result.

In discussion of Bill No. 4019 Alderman Fleming asked the City Attorney if the amendment would be okay or if it should remain limited to the required language only. Attorney Jones responded that the Wheras clauses are merely explanatory and would not affect the ordinance or the way it operates in the City of Ballwin.

In discussion of Bill No. 4019 Alderman Stallman stated this bill has been in effect for 32 years, we have great services at low taxes here in the City of Ballwin and the plan is currently afoot. We need all of your help or this may be one of the last years you have the zero property tax rate if the Better Together plan moves forward. You will see higher fees, higher taxes and lower services and we need all of your help to fight this.

A motion was made by Alderman Fleming and seconded by Alderman Finley for a second reading of Bill No. 4019, title only. The bill was not read and was held over to the next meeting to allow for a clean copy and reading of the amended bill in its entirety.

Bill No. 4019 was held over.

BILL NO. 4020 AN ORDINANCE IN THE CITY OF BALLWIN, MISSOURI, READOPTING AND AMENDING IN PART CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES WHICH ESTABLISHED A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

A motion was made by Alderman Fleming and seconded by Alderman Terbrock for a first reading of Bill No. 4020, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4020 was read for the first time.



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A motion was made by Alderman Fleming and seconded by Alderman Terbrock for a second reading of Bill No. 4020, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4020 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4020 with the following results:

Ayes – Aldermen Terbrock, Finley, Roach, Stallmann, Fleming, Leahy, Bullington;

Nays -- None.

Bill No. 4020 was approved and became Ordinance No. 19-05

BILL NO. 4021 AN ORDINANCE REPEALING SECTION 2-31 OF THE CITY CODE OF ORDINANCES AND ENACTING A NEW SECTION 2-31, RELATING TO EMPLOYEE RETIREMENT SYSTEM PARTICIPATION, AND REPEALING OUTDATED EMPLOYEE RETIREMENT SYSTEM CODE PROVISIONS

A motion was made by Alderman Fleming and seconded by Alderman Terbrock for a first reading of Bill No. 4021, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4021 was read for the first time.

Attorney Jones asked the title to be corrected from 2-3.1 to 2-31 in both references.

A motion was made by Alderman Fleming and seconded by Alderman Leahy to amend the title of Bill No. 4021. A voice vote was taken with a unanimous affirmative result.

In discussion of Bill 4021 Alderman Finley asked Finance Officer Keller for an update of how this has gone over the last year including employee feedback. Finance Officer Keller stated we do not have the new actuarial value yet, but she can write up a report and email it to the aldermen. Alderman Fleming stated this topic is on the list for the upcoming Finance Committee meeting they are scheduling soon.

A motion was made by Alderman Fleming and seconded by Alderman Leahy for a second reading of Bill No. 4021, title only. A voice vote was taken with a unanimous affirmative result and Bill No. 4021 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4021 with the following results:

Ayes – Aldermen Terbrock, Finley, Roach, Stallmann, Fleming, Leahy, Bullington;

Nays -- None.

Bill No. 4021 was approved and became Ordinance No. 19-06

RESOLUTION A RESOLUTION SUPPORTING THE FORMATION OF A BOARD OF FREEHOLDERS/ELECTORS AS AUTHORIZED BY ARTICLE VI; SECTION 30(a) AND 30(b) OF THE MISSOURI CONSTITUTION.

In discussion of the resolution Mayor Pogue reiterated that he and Alderman Stallmann attend an informational meeting last week in regards to this. This is very concerning to the Board. Ballwin delivers a very high level of service and this



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level of service will not be able to continue with a metro plan. What the Board of Freeholders does is it follows what is currently in the State constitution; it does not amend the constitution like Better Together wants to reach their goal. This is the vehicle that should be used, a more transparent vehicle with multiple open public meeting and will be held to a very tight time line. Any recommendation from this Board of Freeholders will be voted on by the residents of the City and the County and not a statewide vote and would have to pass in both the City and the County.

A motion was made by Alderman Stallmann and seconded by Alderman Leahy to approve the resolution in support of the formation of a Board of Freeholders/Electors. A voice vote was taken with a unanimous affirmative result. The Resolution was approved and signed by each Alderman and the Mayor.

Mayor Pogue stated the Petitions will be available after the meeting for any registered voter who would like to sign them.

CONSENT ITEMS

- a. Liquor License: Moonlight Bistro
- b. Public Works: Bucket Truck

Alderman Roach requested to pull consent item A for further discussion.

A motion was made by Alderman Stallmann and seconded by Alderman Fleming to accept Consent Items A and B as submitted. A voice vote was taken with unanimous affirmative result and the motion passed.

MAYOR'S REPORT

Alderman Fleming asked to schedule a Finance Committee Meeting before an upcoming Board Meeting. March 11, 2019 starting at 6:00 pm was selected.

Alderman Terbrock brought up scheduling for the Public Works Committee meeting for before the next Board meeting on February 25, 2019 to start at 6:00 pm.

INTERIM - CITY ADMINISTRATOR'S REPORT

Update of Personnel Manual sections on City Vehicle and Drivers Standards and Disciplinary Procedures

Interim-City Administrator Kuntz presented personnel changes that were carried over from a previous meeting in order to address Alderman Roach's questions. These are personnel rule changes to simplify and to clarify with respect to motor vehicle accidents and other related issues and to codify this into the personnel rules.



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A motion was made by Alderman Fleming and seconded by Alderman Leahy to approve the updates to the personnel manual. A voice vote was taken with a unanimous affirmative result.

STAFF REPORTS

Public Works: Truck Purchase

Jim Link, Director of Public Works, addressed the Board concerning the replacement of truck 2101, a F550 with extensive rust, two cracked frame rails and many prior repair costs. Previously the City switched to purchasing Dodge trucks but these are in short supply and high demand at this time. Jim Link requested \$55,000 be pre-approved for purchase of a 2018 Dodge 5500 or lower from a dealer in order to negotiate the best deal possible in a timely manner. Further discussion was initiated concerning coating the frame rails and/or an undercarriage wash system.

A motion was made by Alderman Bullington and seconded by Alderman Terbrock to approve staff recommendation and the bid submitted for truck purchase. A voice vote was taken with a unanimous affirmative result.

Parks: Apparel Bids

John Hoffman, Interim Parks Director, presented a recommendation to the Board to accept the low bid for Parks apparel. There were only two respondents to the RFP but the low bid is under the budgeted amount.

A motion was made by Alderman Leahy and seconded by Alderman Terbrock to approve staff recommendation and the bid submitted for parks apparel purchase. A voice vote was taken with a unanimous affirmative result.

ALDERMANIC COMMENTS

Alderman Stallmann congratulated Chief Scott and the outstanding men and women of the Ballwin Police Department on Ballwin once again being named the safest city in Missouri by the National Council for Home Safety and Security. He then asked Chief Scott his thoughts in brief on what Better Together would do to policing in Ballwin. Chief Scott responded that the PERF report generated in 2015, post Ferguson, and paid for by Better Together, does not recommend the wholesale consolidation of municipal police services. We provide our customers a community-based service and this will be lost if consolidation were to happen.

Alderman Bullington also thanked Chief Scott and his department for keeping our overall ratings very safe and welcomed our new officer, Mark Reckert, whose swearing in he attended that morning.

Alderman Terbrock requested that in the future any large documents for the aldermanic packet be sent in a separate file for ease of use.



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Alderman Roach wanted to bring to the aldermen's attention the potential confusion with the new city hall address of 77 Seven Trails Drive. He spoke with staff who suggested working with the Post Office to see what other alternatives there may be. Interim-City Administrator Kuntz stated he would work with the Post Office and bring options before the Board at the next meeting.

Mayor Pogue noted that City of Ballwin will be participating in the Polar Plunge for Special Olympics on February 23rd. Thanks to Chief Scott, Captain Bergfeld, James Boyd from the parks department, and Inspector Chris Hyland, who along with myself will be participating in the plunge and have raised over \$2,000 so far for Special Olympics. Interim-City Administrator Kuntz mentioned Andy Hixson is also participating. Assistant City Administrator Hixson wanted to note that Mayor Pogue is the top fundraiser for the Polar Plunge and Ballwin as a whole is number four in fundraising.

CLOSED SESSION

The Board moved to go into closed session for one or more of the reasons as authorized by Section 610.021(1) and (13) Revised Statutes of Missouri, relating to potential litigation and personnel matters.

A motion was made by Alderman Fleming and seconded by Alderman Bullington to go into closed session. A roll call vote was taken with a unanimous affirmative result.

OPEN SESSION

A motion was made by Aldermen Fleming to reconvene. The motion was seconded by Alderman Stallmann and passed by unanimous voice vote.

A motion was made by Alderman Fleming to adjourn. The motion was seconded by Alderman Stallmann. The motion passed by unanimous voice vote. The meeting adjourned at 10:06 p.m.

TIM POGUE, MAYOR

ATTEST:

Andy Hixson, CITY CLERK



INTRODUCED BY
ALDERMEN TERBROCK, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

AN ORDINANCE SETTING THE REAL ESTATE TAX RATE OF ZERO (0%) PERCENT IN THE CITY OF BALLWIN FOR THE FISCAL PERIOD BEGINNING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019.

WHEREAS, the voters of the City of Ballwin previously authorized a tax upon real estate located in the City of Ballwin. The City is authorized under the state law of the State of Missouri to collect real estate taxes at the tax rate of 27 cents per one hundred dollars of assessed valuation on real estate within the City of Ballwin;

WHEREAS, each year, the Board of Aldermen must set the tax rate in order to notify the Collector of Revenue of St. Louis County of the rate in order to provide for collection and remittance of the same,

WHEREAS, the City of Ballwin has maintained a 0% property tax for the last 32 years,

WHEREAS, by consistently imposing a 0% property tax for over three decades, the City of Ballwin is in the minority of municipalities in St. Louis County to do so,

WHEREAS, the residents and taxpayers of the City of Ballwin are satisfied with the level of services provided,

WHEREAS, the residents and taxpayers of the City of Ballwin do not seek higher taxes, and

WHEREAS, the City of St. Louis currently imposes a property tax on its property owners.

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

Section 1. The City of Ballwin hereby determines that the rate for a tax upon real estate located in the City of Ballwin for the year 2019 shall be zero (0%) percent.

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.



Bill No. 4019
Ordinance No. ___

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2019.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2019.

TIM POGUE, MAYOR

ATTEST: _____
CITY CLERK



INTRODUCED BY

ALDERMEN TERBROCK, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

AN ORDINANCE REVISING THE AMOUNTS OF PERMIT FEES IN THE CITY OF BALLWIN

WHEREAS, city staff and the Board of Aldermen have reviewed permit fees for various inspections and plan review and determined that the amounts must be adjusted to recover the costs associated with each service.

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

Section 1. Section 7-86 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 7-86. - Fees.

(a) Fees for constructing, erecting, altering or demolishing buildings and structures and site improvements shall be as follows:

(1) For construction or erection of new buildings and structures and alterations, demolitions, remodeling and additions: \$6.00 for each \$1,000.00 and part thereof for costs of work with a minimum fee of \$75.00.

(2) Notwithstanding subsection (1) above, the minimum fee for a demolition permit of any type shall be \$125.00.

(3) For the purposes of this section, fees required shall be computed on the basis of the per square foot or similar unit cost of construction for equivalent types of construction as is published in the R. S. Means Co. or an equivalent replacement publication of regional construction cost data as approved by the board of aldermen.

(b) The fee for occupancy permits required under the provisions of the zoning ordinance shall be as follows:

(1) For commercial buildings, \$15.00 per store or unit.

(c) In the discretion of the building commissioner, where the submission of an application and accompanying plans requires review that is beyond the expertise of the existing staff or when in the discretion of the building commissioner, there is a backlog of applications with plans for review, such plan review may be contracted to a private party and the fees charged by such private party shall be paid by the applicant. The fees to be paid to such private contractor in accordance with this subsection (c) shall be charged at the rate which the City of Ballwin is charged by the contractor.

(d) Plumbing, Mechanical, and Electrical Fees

Residential Permit processing fee \$25.00

Minimum Residential fee, no plan review & 1 inspection \$75.00

Residential Permit fee including permit processing, plan review & 1 inspection- \$125.00



Minimum Residential fee, no plan review & 2 inspections-\$125.00
Minimum Residential fee, plan review & 2 inspections—\$175.00
Extra inspection fee- \$50.00
Commercial Permit - \$25.00 processing fee + \$1.00 for each \$100.00 and part thereof for costs of work with a minimum of \$50
Commercial permit plan review, if needed- \$50.00

Section 2. Section 7-43 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 7-43. - Mechanical code.

(a) Adoption. That a certain document, three copies of which are on file in the Office of the City Clerk of the City of Ballwin, being marked and designated as the 2015 Edition International Mechanical Code, including Appendix Chapter A, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the City of Ballwin, in the State of Missouri; for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of Ballwin, and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions, and terms of said Mechanical Code are hereby referred to, adopted, and made a part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any, prescribed in subsection (b) of this section. (b) Additions, insertions, and changes. The following sections are hereby revised:

Section 101.1. Insert: City of Ballwin.

Section 106.5.2. Insert: 7-86 (d) Plumbing, Mechanical, and Electrical Fees

Section 106.5.3. Insert: in subsection 2—50%; in subsection 3 - 100%.

Section 108.4. Insert: Misdemeanor, \$1,000, 90 days.

Section 108.5. Insert: \$100 and \$500.

Section 3. Section 7-44 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 7-44. - Plumbing code.

(a) Adoption. That a certain document, three copies of which are on file in the Office of the City Clerk of the City of Ballwin, being marked and designated as the 2015 Edition International Plumbing Code, including Appendix Chapters B, C, D, E, F, and G, as published by the International Code Council, Inc., be and is hereby adopted as the Plumbing Code of the City of Ballwin, in the State of Missouri; for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the City of Ballwin, and providing for the issuance of permits and each and all of the regulations, provisions, conditions, and fully set out in this ordinance with the additions, insertions, deletions, and changes, if any, prescribed in subsection (b) of this section. (b) Additions, insertions, and changes. The following sections are hereby revised:

Section 101.1. Insert: City of Ballwin.

Section 106.6.2. Insert: 7-86 (d) Plumbing, Mechanical, and Electrical Fees.

Section 106.6.3. Insert: in subsection 2—50%; in subsection 3 - 100%.

Section 108.4. Insert: Misdemeanor, \$1,000, 90 days.

Section 108.5. Insert: \$100 and \$500.

Section 305.6.1. Insert: 30" in both locations.

Section 904.1. Insert: 10".

Section 4. Section 7-48 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 7-48. - Electrical code.

(a) There is hereby adopted a certain document, copies of which are on file in the Office of the City Clerk of the City of Ballwin, being marked and designated as the 2014 National Electrical Code, published by the National Fire Protection Association and the same is hereby adopted as the Electrical Code of the City of Ballwin, in the State of Missouri, for the control of electrical systems and components as therein provided and each and all of the regulations, provisions, penalties, conditions and terms of said electrical code are hereby referred to, adopted and made a part hereof, as if fully set out in this section as though fully restated.

(b) The following fee schedule shall apply to all electrical permits issued under this section: Insert 7-86 (d) Plumbing, Mechanical, and Electrical Fees.

Section 5. Section 13-24 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 13-24. - Inspection fees.

(a) A fee of \$125.00 shall be paid to the city and shall accompany each request for inspection of a single-family dwelling. For the purpose of this section, a dwelling unit occupied as a condominium shall be considered a single-family dwelling.

(b) Except as otherwise provided, a fee of \$40.00 for each inspection shall be paid to the city and shall accompany each request for inspection of a dwelling unit in a multifamily dwelling.

(c) A fee of \$25.00 shall be charged for each reinspection. This fee shall be paid before another inspection is scheduled. A reinspection fee shall be charged for all inspections after a first reinspection is made. No reinspection fee shall apply for reinspections because of life safety violation in conjunction with a code compliance agreement pursuant to section 13-34.

Section 6. Section 7-258 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 7-258. - Fees.

(a) A fee of \$125.00 shall be paid to the city and shall accompany each request for inspection of a nonresidential building or portion thereof having a floor area of 1,500 sq. ft. or less. Buildings having a floor area in excess of 1,500 sq. ft. shall pay, in addition to the base fee



of \$125.00, an additional amount determined by multiplying the square footage in excess of 1,500 sq. ft. by \$0.03.

(b) The fee for an occupancy permit shall be \$15.00 for each nonresidential building, or portion thereof, to be occupied.

Section 7. Section 22-24 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 22-24. - Fees.

(a) Each application for a permit required by this article shall be accompanied by a permit fee as set out below: (1) The fee for a permit for each sign, as defined herein, shall be computed at \$2.50 per square foot of the area of the sign proposed to be erected; provided, however, that the minimum amount of the fee for a permit shall be \$60.00.

(2) The permit fee for multifaced or multisided signs shall be based on the total sign area of all faces or sides. (b) The permit fees herein provided for shall cover the inspection of the location of the proposed signs and inspections during and after construction and erection; and all moneys so collected by the director shall be turned over to the city treasurer for deposit in the general revenue fund of the city.

Section 8. Section 7-223 of the Code of Ordinances of the City of Ballwin shall be amended as follows:

Sec. 7-223. - Permit fee.

An application for a permit under the provisions of this article shall be accompanied by a fee of \$45.00 to cover the cost of the permit and inspection of the fence, screen, wall or exterior partition proposed to be erected.

Section 9. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2019.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2019.

TIM POGUE, MAYOR

ATTEST: _____
CITY CLERK



INTRODUCED BY

ALDERMEN TERBROCK, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

AN ORDINANCE ESTABLISHING A FRAMEWORK FOR THE CITY OF BALLWIN AND ITS POLICE OFFICERS TO ENGAGE IN COLLECTIVE BARGAINING.

WHEREAS, in light of the Missouri Supreme Court's rulings in *Independence National Education Association v. Independence School District*, 223 S.W.3d 131 (Mo. banc 2007); *American Federal of Teachers v. Ledbetter*, 387 S.W.3d 360 (Mo. banc 2012), and *Eastern Missouri Coalition of Police Fraternal Order of Police, Lodge 15 v. City of Chesterfield*, 386 S.W.3d 755 (Mo. banc 2012), the City of Ballwin believes it is necessary to establish a framework for its police officers to engage in collective bargaining; and

WHEREAS, the City of Ballwin also believes it is necessary to adopt and implement procedures relating to the recognition of, collective bargaining with, and recertification or decertification of the employee's designated bargaining representative;

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

Section 1. Chapter 20 of the Code of Ordinances of the City of Ballwin shall be amended by adding a new Article VII thereto as follows:

Article VII. – Collective Bargaining

1. Establishment of Appropriate Bargaining Unit

1.1 The provisions of this Ordinance shall apply to all regular full-time, non-probationary personnel employed in the City's Police Department, but excluding temporary or casual employees, clerical and confidential employees, and all other employees.

1.2 Any labor organization attempting or desiring to represent covered individuals employed by the City shall submit a specific, written description of the bargaining unit sought, together with specific exclusions, to the City, via certified mail addressed to the City Administrator. The request by the labor organization shall also include a representation that the labor organization has obtained the necessary showing of interest required in Article 2.

1.3 Within 15 days of receipt of the proposed bargaining unit description, the City shall convene a Police Personnel Committee that shall be responsible for representing the City throughout the collective bargaining process. The Personnel Committee shall consist of the City Administrator, the Chief of Police, and the City Attorney. In addition, the City may retain the services of a Special Counsel to aid and advise the Personnel Committee.

1.4 Within 30 days of receipt of the proposed bargaining unit, the Personnel Committee shall determine whether the proposed bargaining unit is appropriate and either (a)

agree to the unit, (b) send the description back to the labor organization for further specificity, or (c) reject the unit as being inappropriate with specific, written reasons for the rejection.

1.5 In deciding whether the proposed bargaining unit is appropriate, the Personnel Committee shall determine whether the employees sought to be included in the proposed bargaining unit share a clear and identifiable community of interest. The Personnel Committee shall consider the following criteria:

- (a) Similarity in the kind of work performed;
- (b) Similarity in the qualifications, skills, and training of the employees;
- (c) Common supervision and determination of labor-relations policy;
- (d) Frequency of contact or interchange among the employees;
- (e) Geographical proximity among the employees;
- (f) Similarity in employment benefits, compensation or method of determining compensation, hours of work, and other terms and conditions of employment;
- (g) Continuity or integration of work processes;

2. Showing of Interest

2.1 Any labor organization wishing to represent a bargaining unit as an exclusive bargaining representative shall notify the City Administrator in writing that the labor organization has signed authorization cards containing the signatures of over fifty percent (50%) of the public employees in the bargaining unit indicating that they wish to select the labor organization in question as their exclusive bargaining representative for the purpose of collective bargaining ("showing of interest").

2.2 The adequacy of the showing of interest shall be determined administratively by the City Finance Director or by a Neutral Umpire designated by the City Administrator. The showing of interest determination is not subject to review or litigation. Any person who has evidence that any authorization card(s) was obtained improperly, such as through fraud, intimidation or coercion, may bring the evidence to the attention of the Finance Director or the Neutral Umpire, who shall have the discretion to disregard any authorization cards obtained improperly.

2.3 The Finance Director (or Neutral Umpire) shall keep the identity of the individuals in the proposed bargaining unit who have signed authorization cards in support of the union strictly confidential, and may not disclose that information to anyone, including but not limited to the affected department head, the City Administrator, or any other official or employee of the City.

2.4 The Finance Director (or Neutral Umpire) shall issue a written report immediately following determination of the adequacy of the labor organization's showing of interest. The report shall only indicate whether the labor organization has, or has not, provided the necessary showing of interest of over fifty percent (50%) of eligible voters.

2.5 The City shall have the option to voluntarily recognize the petitioned for unit if a proper showing of interest of over fifty percent (50%) of the employees in the bargaining unit has been made by the labor organization, or may require that the union be certified through the election process set forth in Article 3. The City may insist the union follow the election process notwithstanding the fact any City representative may have viewed the authorization cards presented to the City by the union.

3. Election Procedure

3.1 If the City Administrator decides to require a secret ballot election, the City Administrator shall consult with the representative of the labor organization that has presented the authorization cards, and together they shall select a mutually agreeable date for a secret ballot election to take place. The election shall be conducted at City Hall or by mail-in ballot, or by a combination of the two, and shall be set for a date falling no less than four weeks, and no more than eight weeks, after the later of the date upon which the proper showing of interest was validated or the bargaining unit was determined to be appropriate. In the event the City Administrator and the labor organization cannot agree mutually on a date, time and location for the election, the City Administrator shall have the authority to determine a reasonable date, time and location for the election to be conducted within the time constraints specified in this subsection.

3.2 Once an election date has been set, the City Administrator shall issue a notice informing all eligible voters of the date, time, and place of the election. Such notice shall be distributed to all eligible employees and shall be posted in the Police department.

3.3 All City employees shall have the right to freely express their opinions about whether the labor organization should be selected as the exclusive bargaining representative of the City employees in the bargaining unit. However, no employee or representative of the labor organization and no representative, official or employee of the City shall attempt to threaten, intimidate, coerce, or otherwise restrain any eligible voter in the free exercise of his or her individual choice to support or oppose the selection of the labor organization in question as the exclusive bargaining representative of the City employees in the bargaining unit.

3.4 The ballot shall read "Do you wish to select [labor organization] as the Exclusive Bargaining Representative for [description of bargaining unit] employed within the City of Ballwin?" The ballot will include check boxes for marking "yes" or "no" in response to this question.

3.5 No labor organization will be recognized as representing any employee by any means other than as prescribed in Articles 1 through 4 of this Ordinance.

3.6 The City shall retain the services of a Neutral Umpire to oversee the conduct of the election. The Neutral Umpire shall ensure that the election is conducted by secret ballot, using such procedures as the Neutral Umpire shall determine are appropriate for ensuring the privacy and security of each public employee's vote. Once the poll is closed, the Neutral Umpire shall oversee the opening and counting of the ballots. Representatives of the City's management team and representatives of the labor organization shall have the right to be present during the counting of the ballots.

3.7 Immediately following the ballot count, the Neutral Umpire shall issue a report indicating how many ballots were cast in favor of representation by the labor organization and shall certify the results of the election pursuant to the provisions of Section 3.8.

3.8 Any labor organization receiving the votes of more than fifty percent (50%) of all City employees in the bargaining unit who are eligible to vote shall be designated and recognized by the City as the exclusive bargaining representative for all City employees in the bargaining unit.

3.9 No labor organization may seek to represent any bargaining unit (or portion of any bargaining unit) by secret ballot election more than once in any consecutive, twelve (12) month period.

3.10 Confidential employees shall not be included within the same bargaining unit as non-supervisory employees within the Police Department. For this purpose, "Confidential employee" is defined as any employee employed by the City who, in the normal performance of his or her duties, has authorized access to confidential information affective the employer-employee relationship or who has a confidential working relationship with the Assistant City Manager, the City Manager, the Chief of Police, or any other supervisor or manager employed by the City.

4. Hearing Procedure

4.1 In the event the petitioning labor organization disputes the Personnel Committee's determination regarding the appropriateness of the unit, the petitioning labor organization must file written objections with the City Administrator, via certified mail, within seven (7) days of the Personnel Committee's written decision. For this purpose, the date of mailing of the written objections shall constitute the date of the filing of objections. Failure to appeal the Personnel Committee's determination within this time period shall constitute a waiver of any objections to the Personnel Committee's determination, which shall become final and binding.

4.2 Any appeal under this Article shall be heard and adjudicated by a Neutral Umpire mutually selected the City Administrator and the labor organization. In the event the City Administrator and the labor organization cannot agree on a Neutral Umpire, the City Administrator shall have the discretion to nominate as Neutral Umpire a licensed attorney in good standing with the Missouri Bar Association with experience in municipal law.

4.3 The Neutral Umpire shall preside as hearing officer. The hearing officer shall determine the admissibility of any disputed evidence and/or witness testimony. Formal rules of evidence shall not apply to the hearing but may be used as a guide by the hearing officer in making any determinations required by this section. Decisions of the hearing officer regarding the admissibility of evidence or witness testimony shall be final and binding, and not subject to review.

4.4 Each party shall have the right to present arguments, witnesses and supporting documentation at the hearing in support of its position(s). The petitioning labor organization shall have the burden of proof by a preponderance of the evidence that the Personnel Committee's determination is erroneous. The hearing officer may allow each party to make opening statements. Thereafter, the petitioning labor organization shall present its case-in-chief, including its witnesses and evidence in support of its position. Each party shall have the right to cross examine witnesses called by the opposing party. The City shall be given the opportunity to rebut the petitioning labor organization's case-in-chief, including presenting its witnesses and any evidence in support of its position. Further rebuttal or surrebuttal shall be at the discretion of the hearing officer. The hearing officer may allow each party to make closing statements and/or to file post-hearing briefs at its sole discretion. The hearing shall be transcribed by a court reporter, the cost of which shall be borne equally by the City and by the petitioning labor organization.

4.5 Within fourteen (14) days of the later of the conclusion of the hearing or the filing of post-hearing briefs, the hearing officer shall render a decision on the disputed unit description issues, which shall be final and binding and not subject to review. The hearing officer shall prepare and issue to the parties a written decision.

5. Collective Bargaining

5.1 Any solicitation of City employees to consider joining a labor organization or a bargaining unit may not be conducted while such employee is on duty in his or her capacity as an employee of the City. The City shall not pay any labor organization representative or employee for time spent participating in collective bargaining or preparing for collective bargaining on behalf of a labor organization, except to the extent the person in question is an employee of the public body and elects to use accrued paid time off that was personally accrued by such person to cover the time so spent.

5.2 Supervisory employees shall not be included within the same bargaining unit as any City employees they directly or indirectly supervise. The same labor organization shall not represent both non-supervisory and supervisory City employees. For purposes of this section, the term "supervisory employee" means anyone with supervisory or managerial status, or any other status that would constitute a conflict of interest or potential conflict of interest with the supervisor's duty of loyalty to the City in his or her role as a supervisory employee. For the purposes of this subsection, Sergeants shall be considered supervisory employees.

5.3 The City may not enter into any collective bargaining unit that requires employees in the bargaining unit to become members of the union or to pay union dues, fees or assessments

as a condition of employment by the City. Each employee in the affected bargaining unit shall be free to join and/or to support, or to refuse to join and/or to support, any labor organization that is designated as the exclusive representative for a unit of City employees.

5.4 No sum shall be withheld from the earnings of any City employee for the purpose of paying any portion of dues, agency shop fees, or any other fees paid by members of a labor organization or by City employees who are nonmembers except upon the annual written or electronic authorization of the member or nonmember. Signing or refraining from signing any authorization described under subsection 1 or 2 of this section shall not be made a condition of employment or continued employment. Nothing contained in this paragraph shall be construed to require the City to agree to union dues checkoff provisions.

5.5 In the event a labor organization is certified or voluntarily recognized as the exclusive bargaining representative of a unit of City employees, the City shall designate a City Negotiating Team that shall meet as soon as administratively feasible to commence negotiations with the labor organization for a collective bargaining agreement. Both sides shall bargain in good faith, and make an earnest effort to reach a mutually acceptable agreement, but neither side shall be required to offer any particular concession or to agree to any particular proposal.

5.6 If the parties reach an agreement, management shall present the agreement to the City Council for approval on. Before any proposed agreement or memorandum of understanding is presented to the City Council, the labor organization, as a condition of its presentation, shall establish that it has been ratified by a majority of its members. The City Council may approve the entire agreement or any part thereof. If the City Council rejects any portion of the agreement, the City Council may return any rejected portion of the agreement to the parties for further bargaining, adopt a replacement provision of its own design, or state that no provision covering the topic in question shall be adopted. Any tentative agreement reached between the parties' representatives shall not be binding on the City or the labor organization unless and until approved by the City Council.

5.7 The City and labor organization shall not be subject to binding mediation, binding interest arbitration, or interest arbitration in the event the parties are unable to reach an agreement. The parties may, however, mutually agree to utilize the services of a neutral mediator, including but not limited to a representative of the Federal Mediation and Conciliation Service, but the mediator shall not have any power to bind either party.

5.8 In the event the parties are unable to reach a tentative agreement, the City Negotiating Team may present to the City Council the most recent contract offer made to the labor organization during contract negotiations. If the City Council determines that the City Negotiating Team has engaged in good faith negotiations with the labor organization concerning the terms and provisions of the proposed contract, the City Council may enact part or all of the tendered contract offer. The decision of the City Council shall be final and binding, and not subject to review or appeal.

5.9 The term of any labor agreement, provision of a labor agreement, or extension of a labor agreement shall not exceed a period of three years.

6. Decertification and Recertification

6.1 City employees within the bargaining unit shall have the right to decertify the labor organization as their exclusive bargaining representative at any time. In the event that the majority of the employees in a designated bargaining unit determine that they no longer wish to be represented by a recognized labor organization, they may revoke their designation of the labor organization by tendering a signed and dated petition for revocation to the City Administrator. Upon receipt of such a petition, the City Administrator shall investigate the veracity of the petition. If the City Administrator determines that the petition to revoke representation is authentic, the City Administrator shall so report to the Board of Aldermen, which shall then revoke recognition of the labor organization.

6.2 A labor organization designated as the exclusive bargaining representative for any City employees covered by this Ordinance shall recertify its majority status at least once every three years. Any labor organization that does not recertify its majority status in a timely fashion shall be decertified as exclusive bargaining representative of the bargaining unit. To meet the recertification requirement, continuation of the labor organization's status as the exclusive bargaining representative shall be favored in a secret ballot election conducted by a Neutral Umpire by more than fifty percent (50%) of the City employees in the bargaining unit, or by presentation of authorization cards signed by more than fifty percent (50%) of the City employees in the bargaining unit, at the option of the City Administrator. The authorization card validation procedure set forth in Article 2 shall apply to recertification cards.

7. Strikes

7.1 Strikes and other unlawful conduct by any employee, whether individually or in concert with others (including sympathy, unfair labor practice, or wildcat strikes), sit downs, slow downs, work stoppages, boycotts, sick-outs, "blue flu," any acts honoring a picket line, or any other acts that interfere with the City's operations are prohibited. Employees who violate this provision are subject to disciplinary action, up to and including termination of employment.

8. Severability

8.1 If any term or provision of this Ordinance is found to be invalid or unenforceable, the remaining terms and provisions of this Ordinance shall remain in full force and effect and shall in no way be affected, impaired or invalidated.



Bill No. 4023
Ordinance No. ____

Section 2. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2019.

TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2019.

TIM POGUE, MAYOR

ATTEST:

ERIC HANSON, CITY ADMINISTRATOR

CONSENT ITEM

RE: POOL FILTER SAND

DEPARTMENT: PARKS & RECREATION

PROGRAM: POINTE and NORTH POINTE

RECOMMENDATION: Award contract to low bidder, Pool Pros in the amount of \$15,610.00 to replace the sand in all filters at the Pointe and North Pointe Aquatic Center.

EXPLANATION: A Request for Proposal was prepared by Interim Director of Parks & Recreation Hoffman to have the sand in all sand filters replaced. It is recommended that the filter sand be replaced every 6-8 years, though there are some pool professionals that say you can go as long as 10 years. The sand at the Pointe was last changed 13 years ago. The sand at North Pointe has never been changed and it has been through 15 seasons. The RFP was advertised on the city's website, the St. Louis Business Journal and several on-line sites including Dodge, Prime Vendor and EPlan. Rfp's were also sent to four local pool contractors. On February 12, 2019, three sealed bids were received and opened.

A total of \$49,000 was budgeted for this project. As you can see, the bids came in far below that amount. As we work with Westport Pools on a regular basis, we contacted them for a budget price for this project. Their estimate was high for a couple of reasons. First, another part of this bid is to inspect the laterals inside the filters for damage. We won't know if any are cracked or damaged in any way until all of the sand is removed. If any have to be replaced, there will be an additional cost. Another reason their estimate was so high was that they thought we would have to pay prevailing wage. For a project of this size, we do not.

Pool Pros provided excellent references and they have no known OSHA violations.

If you have any questions, please let me know.

SUBMITTED BY: JOHN HOFFMAN

INTERIM DIRECTOR OF PARKS & RECREATION

DATE: FEBRUARY 12, 2019

CITY OF BALLWIN TABULATION OF BIDS

RFP # 19-02

Bid Item: Filter Sand

Date Opened: 2/12/2019

Dept: P&R

	Westport Pools	Capri Pools	Pool Pros		
1.	\$23,208	\$22,750	\$15,610		
2.					
3.					
4.					
5.					
6.					
7.					
TOTAL GROSS PRICE					
TOTAL NET PRICE	\$23,208	\$22,750	\$15,610		
DELIVERY DATE					

Attending Opening:

Dept Rep: Hoffman

Finance Rep:

CONSENT ITEM

RE: Modot State Bid - Viking / International 2 Ton Truck

DEPARTMENT: Public Works

PROGRAM: Support Trucks- 01-02-28-221502

RECOMMENDATION: We recommend accepting Navistar International/Viking Cives State bid in the Amount of \$162,377.74 for One 2 Ton Truck/Body/Salt Spreader and Plow.

EXPLANATION: In the 2019 Budget we budgeted for a 2 ton Dump Truck for replacement. This year Modot has requested that all Truck Manufacturers supply an option of a Cummins Engine in the Cab and Chassis that were submitted to the Missouri State Bid. In 2017 we had similar engine issues along with Modot and the International Max Force engines. Therefore in 2018 we went with the second low Bid to avoid costly engine related issues. This has allowed us to obtain the Cummins Engine/Allison Transmission while also taking advantage of the pricing of the International Cab and Chassis.

Modot # 3-140214RJ	Make	Model	Cab and Chassis	Body	TOTAL
Vanguard Truck	Mack	Granite	\$100,070.00	\$92,458.00	\$192,528.00
Navistar	International	HV507 SFA	\$69,919.74	\$92,458.00	\$162,377.74
Sourcewell Quote					
Tag/Viking Cives	Freightliner	108SD	\$83,880.00	\$92,458.00	\$176,338.00
TOTAL BUDGET= \$183,000.00 Truck/Body/Plow/Spreader/Linex-Armour Seal					

SUBMITTED BY: Jim Link, Director of Public Works

DATE: 2/19/2019

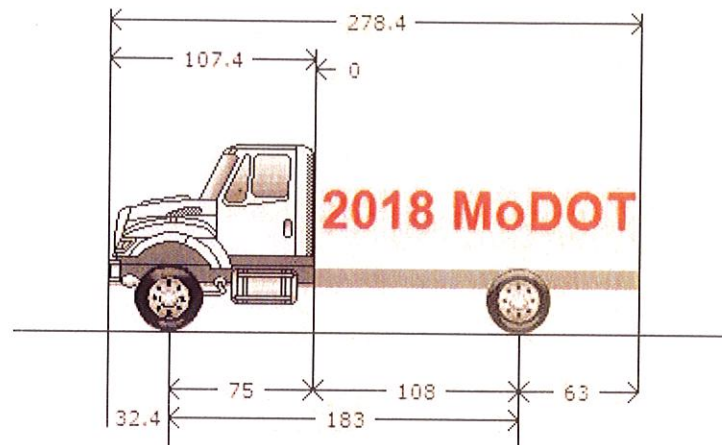
Prepared For:

City of Ballwin
 Jim Link
 200 Park Dr.
 Ballwin, MO 63011-3728
 (636)227 - 9000
 Reference ID: N/A

Presented By:

INT'L TRK & ENGINE CORP
 Martin White
 900 S HIGHWAY DR STE 103
 FENTON MO 63026 -
 (636)343-6800

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



Model Profile
2020 HV507 SFA (HV507)

AXLE CONFIG:	4X2
APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 35000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 32.14% / 2.79% @ 55 MPH Calc. Geared Speed: 73.4 MPH
DIMENSION:	Wheelbase: 183.00, CA: 108.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional
TIRE, FRONT:	(2) 315/80R22.5 Load Range L G289 WHA (GOODYEAR), 484 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G G622 RSD (GOODYEAR), 497 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
HV50700	Base Chassis, Model HV507 SFA with 183.00 Wheelbase, 108.00 CA, and 63.00 Axle to Frame.	\$86,329.00
1570	TOW HOOK, FRONT (2) Frame Mounted	\$84.00
1572	TOW HOOK, REAR (2)	\$75.00
1ANA	AXLE CONFIGURATION {Navistar} 4x2	\$0.00
	<u>Notes</u> : Pricing may change if axle configuration is changed.	
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	\$783.00
1LLK	BUMPER, FRONT Omit Item	(\$30.00)
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	\$590.00
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)	\$0.00
1WMA	CROSSMEMBER, INTERMEDIATE (1) 5-Piece ilo Each Single Dogbone with 4x2, 4x4 Chassis and Each Double Dogbone with 6x4, 6x6 and 8x6 Tridem Chassis	\$429.00
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity	\$2,100.00
3ADE	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	\$350.00
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	\$0.00
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6	
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers	\$265.00
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	\$542.00
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank	\$0.00
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)	\$0.00
4EBT	AIR DRYER {Bendix AD-IP} with Heater	\$526.00
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake	\$0.00
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn	\$0.00
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake	\$0.00
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity	\$0.00
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports	\$432.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	\$177.00
8WGD	SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only with Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position	\$259.00
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	\$26.00
8WMA	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished Back of Cab Light	\$59.00
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	\$0.00
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	\$22.00
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	\$0.00
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side	\$48.00
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	\$0.00
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	\$0.00
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	\$0.00
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	\$94.00
9AAB	LOGOS EXTERIOR Model Badges	\$0.00
9AAE	LOGOS EXTERIOR, ENGINE Badges	\$0.00
9HBM	GRILLE Stationary, Chrome	\$0.00
9WAC	BUG SCREEN Mounted Behind Grille	\$131.00
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction; for WorkStar/HV	\$0.00
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	\$0.00
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"	
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	\$0.00
10SLV	PROMOTIONAL PACKAGE Government Silver Package	\$0.00
10WCY	SAFETY TRIANGLES	\$29.00
11001	CLUTCH Omit Item (Clutch & Control)	\$0.00
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	\$0.00
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	\$98.00
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door	
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted	\$353.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
12EHU	ENGINE, DIESEL {Cummins L9 300} EPA 2017, 300HP @ 2000 RPM, 860 lb-ft Torque @ 1300 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)	\$7,875.00
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon	\$0.00
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber	\$0.00
12VBB	AIR CLEANER Dual Element	\$108.00
12VGZ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2019	\$0.00
12VXV	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel	\$0.00
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	\$0.00
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	\$45.00
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway	\$10,133.00
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type	\$667.00
13WET	TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	\$50.00
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	\$203.00
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction	\$0.00
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab	\$141.00
13WYU	SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	\$0.00
13XAM	PTO LOCATION Dual, Left and Right Side of Transmission	\$0.00
14ANV	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends . Gear Ratio: 5.57	\$139.00
14SAN	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs	\$87.00
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	\$89.00
15LLZ	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab	\$50.00
15LMN	FUEL/WATER SEPARATOR {Racor 400 Series,} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	\$123.00

<u>Code</u>	<u>Description</u>	<u>List</u> (US DOLLAR)
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab	\$303.00
16030	CAB Conventional	\$0.00
16BAM	AIR CONDITIONER with Integral Heater & Defroster	\$923.00
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display	\$0.00
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	\$48.00
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel Mounted in Instrument Panel	\$30.00
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	\$0.00
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	\$116.00
16RPV	SEAT, PASSENGER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Adjust	\$508.00
16SNR	MIRRORS (2) Power Adjust, Thermostatically Controlled Heated Heads, LED Clearance Lights, Bright Finish Heads and Arms, Black Brackets, 7.55" x 14.1" Flat Glass, 7.48" x 6.77" Convex Glass Both Sides	\$442.00
16VCC	SEAT BELT All Orange; 1 to 3	\$26.00
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	\$0.00
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	
16WBY	ARM REST, RIGHT, DRIVER SEAT	\$39.00
16WBZ	ARM REST, LEFT, PASSENGER SEAT	\$39.00
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	\$367.00
16WSK	CAB REAR SUSPENSION Air Bag Type	\$0.00
16XJN	INSTRUMENT PANEL Flat Panel	\$0.00
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps Per Door, for use with Regular and Extended Cabs	\$0.00
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc	\$224.00
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	\$127.00

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$69,919.74
Memo Item(s):		
Total Federal Excise Tax	\$0.00	
Total Taxes:	\$0.00	
Warranty:	\$0.00	
Body/Allied Equipment:	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

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

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

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

Official Title and Date

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

Prepared for:
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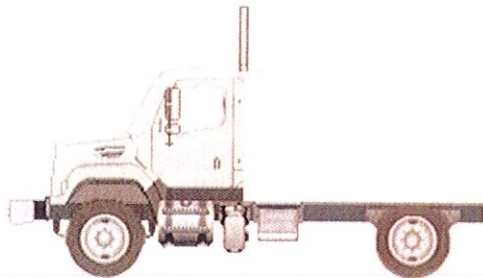
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A proposal for
Viking Cives Midwest

Prepared by
Dustin Waters

Oct 29, 2018

Freightliner 108SD



Components shown may not reflect all spec'd options and are not to scale



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SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-18D	SD PRL-18D (EFF:04/17/18)
Data Version	
DRL-027	SPECPRO21 DATA RELEASE VER 027
Vehicle Configuration	
N	001-176 108SD CONVENTIONAL CHASSIS
	004-220 2020 MODEL YEAR SPECIFIED
	002-004 SET BACK AXLE - TRUCK
	019-001 TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK
	003-001 LH PRIMARY STEERING LOCATION
General Service	
AA1-003	TRUCK/TRAILER CONFIGURATION
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-010	DIRT/SAND/ROCK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1A0	FREIGHTLINER SD VOCATIONAL WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 16000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 39000.0 lbs
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs



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Data Code	Description
Truck Service	
AA3-018	FRONT PLOW/END DUMP BODY
AF3-2B1	VIKING-CIVES MIDWEST
Tractor Service	
AA2-005	FLATBED TRAILER
AH6-001	SINGLE (1) TRAILER
Engine	
101-22U	CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM
Electronic Parameters	
79A-065	65 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
80F-001	AUTOMATIC MAINTENANCE MONITOR WITH ALERT AT 5% OF INTERVAL REMAINING
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
Engine Equipment	
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION
99D-009	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LEFT SIDE OF HOOD)
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1C5	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER AND INSIDE/OUTSIDE AIR WITH SNOW DOOR
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-208	(2) DTNA GENUINE, FLOODED STARTING, MIN 2250CCA, 390RC, THREADED STUD BATTERIES



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Data Code	Description
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS
282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
87P-001	CAB AUXILIARY POWER CABLE
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE
152-040	ELECTRONIC ENGINE INTEGRAL WARNING AND DERATE PROTECTION SYSTEM
128-1AR	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH, ACTIVATES STOP LAMPS
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH
239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING
23Z-001	POLISHED ALUMINUM DIESEL EXHAUST FLUID TANK COVER
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD
273-018	HORTON DRIVEMASTER ADVANTAGE ON/OFF FAN DRIVE
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED



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Data Code	Description
110-003	CUMMINS SPIN ON FUEL FILTER
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER
266-104	1115 SQUARE INCH ALUMINUM RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-016	RADIATOR DRAIN VALVE
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
132-004	ELECTRIC GRID AIR INTAKE WARMER
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
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Transmission Equipment

343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED



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Data Code	Description
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE
84N-000	NEUTRAL AT STOP - DISABLED, FUELSense - DISABLED
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS
353-022	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT BACK OF CAB
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED
362-035	CUSTOMER INSTALLED CHELSEA 277 SERIES PTO
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle and Equipment

400-1A9	DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-023	CONMET CAST IRON FRONT BRAKE DRUMS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES



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Data Code	Description
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-012	TRW TAS-85 POWER STEERING
539-003	POWER STEERING PUMP
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE
Front Suspension	
620-013	18,000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION
62H-010	FRONT SUSPENSION WITH LEFT HAND OFFSET SHACKLE BRACKET
410-001	FRONT SHOCK ABSORBERS
Rear Axle and Equipment	
N 420-227	RS-23-186 23,000# R-SERIES SINGLE REAR AXLE
421-614	6.14 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE
87B-004	BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH
423-033	MERITOR 16.5X7 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
433-002	NON-ASBESTOS REAR BRAKE LINING
434-011	BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)
451-023	CONMET CAST IRON REAR BRAKE DRUMS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
426-1B2	BENDIX EVERSURE LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS



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Morley, MO 63767
Phone: 573-262-3545



Prepared by:
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2333 W 25th Ave
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Phone: 219-949-8595

Data Code	Description
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE
42T-001	STANDARD REAR AXLE BREATHER(S)
Rear Suspension	
N 622-1DF	30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
621-001	SPRING SUSPENSION - NO AXLE SPACERS
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
623-005	FORE/AFT CONTROL RODS
Brake System	
490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER
479-006	AIR DRYER MOUNTED OUTBOARD ON RH RAIL
460-007	ALUMINUM AIR BRAKE RESERVOIRS
607-003	CLEAR FRAME RAIL 36 INCHES FROM BACK OF CAB OUTBOARD OF LH FRAME RAIL
477-004	PULL CABLES ON ALL AIR RESERVOIR(S)
Trailer Connections	
914-025	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS
296-010	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, ABS CENTER PIN POWERED THROUGH IGNITION
297-001	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT
Wheelbase & Frame	
545-380	3800MM (150 INCH) WHEELBASE
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI



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Data Code	Description
548-803	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
552-030	1600MM (63 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.45 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.45 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 277.75
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 84.45 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 23.48 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 100.55 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

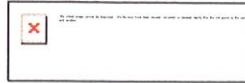
556-997	OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
558-001	FRONT TOW HOOKS - FRAME MOUNTED
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS

Fuel Tanks

204-152	70 GALLON/264 LITER ALUMINUM FUEL TANK - LH
218-001	23 INCH DIAMETER FUEL TANK(S)
215-006	POLISHING OF FUEL/HYDRAULIC TANK(S) WITH POLISHED STAINLESS STEEL BANDS
212-007	FUEL TANK(S) FORWARD
664-002	POLISHED STEP FINISH
205-002	CHROME FUEL TANK CAP(S)



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Data Code	Description
122-1H4	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND 12 VOLT PREHEATER
216-020	EQUIFLO INBOARD FUEL SYSTEM
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE
Tires	
093-1PB	CONTINENTAL CITY SERVICE HA3 315/80R22.5 20 PLY RADIAL FRONT TIRES
094-2EF	BRIDGESTONE M770 11R22.5 16 PLY RADIAL REAR TIRES
Hubs	
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Wheels	
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
505-524	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Cab Exterior	
829-1A5	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-037	SHORT FENDER WITH MUDFLAP
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-018	LH AND RH EXTERIOR GRAB HANDLES WITH SINGLE RUBBER INSERT
646-041	STATIONARY BLACK GRILLE
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-007	HOOD LINER INSULATION WITH SINGLE FIREWALL INSULATION



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Data Code	Description
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-002	DUAL ELECTRIC HORNS
728-001	SINGLE HORN SHIELD
657-1CV	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME WITH (4) KEYS
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS
302-001	(5) AMBER MARKER LIGHTS
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
729-001	STANDARD SIDE/REAR REFLECTORS
677-055	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER
768-043	63X14 INCH TINTED REAR WINDOW
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS
654-027	RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)
663-029	1-PIECE TINTED CURVED BONDED WINDSHIELD WITH HEATED WIPER BLADE PARK AREAS
659-007	8 LITER WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR
Cab Interior	
707-1AK	OPAL GRAY VINYL INTERIOR
706-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
708-026	MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR
772-006	BLACK MATS WITH SINGLE INSULATION



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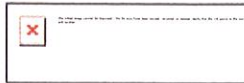


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Data Code	Description
785-004	DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER
691-998	NO FORWARD ROOF MOUNTED CONSOLE
742-007	(2) CUP HOLDERS LH AND RH DASH
680-007	GRAY/CHARCOAL WING DASH
860-004	SMART SWITCH EXPANSION MODULE
720-003	5 LB. FIRE EXTINGUISHER
714-001	FIRST AID KIT
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-019	STANDARD HEATER PLUMBING WITH BALL SHUTOFF VALVES
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-034	PREMIUM INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-011	DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF
655-005	LH AND RH ELECTRIC DOOR LOCKS
284-023	(1) 12 VOLT POWER SUPPLY IN DASH
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-1E1	ELITE HIGH BACK AIR SUSPENSION DRIVER SEAT WITH HEAT, 3 CHAMBER AIR LUMBAR, INTEGRATED CUSHION EXTENSION, FORWARD AND REAR CUSHION TILT AND ADJUSTABLE SHOCK
760-1J2	BASIC HIGH BACK NON SUSPENSION TOOL BOX PASSENGER SEAT
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER
761-014	BLACK CORDURA PLUS CLOTH PASSENGER SEAT COVER
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN



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Data Code	Description
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

732-004	GRAY DRIVER INSTRUMENT PANEL
734-004	GRAY CENTER INSTRUMENT PANEL
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES
198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
721-025	97 DB BACKUP ALARM MOUNTED INBOARD OF RAIL
149-017	ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
845-010	MPG FUEL TRIP GAUGE, TOTAL AND RATE
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
679-001	OVERHEAD INSTRUMENT PANEL
35M-007	SMARTPLEX HUB MODULE WITH OVERHEAD SWITCH MOUNTING, DRIVER SIDE AND CENTER CONSOLE (18 SWITCH SLOTS, NO CB)



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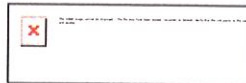


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Data Code	Description
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-008	STANDARD VEHICLE SPEED SENSOR WITH ADDITIONAL SIGNAL FOR CUSTOMER USE LOCATED BETWEEN DRIVER AND PASSENGER SEATS
812-001	ELECTRONIC 3000 RPM TACHOMETER
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
44R-010	10 ON/OFF LATCHING SMARTPLEX SWITCHES
44W-332	3-RED, 3-AMBER, 2-GREEN SMARTPLEX INDICATOR LAMPS
482-001	BW TRACTOR PROTECTION VALVE
883-001	TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-039	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS
882-021	TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS
Design	
065-000	PAINT: ONE SOLID COLOR
Color	
980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT



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QUOTATION

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000
LB/FT @ 1400 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-23-186 23,000# R-SERIES SINGLE REAR AXLE
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
HELPER AND RADIUS ROD
DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE

18,000# TAPERLEAF FRONT SUSPENSION
108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
3800MM (150 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
BODY COMPANY INSTALLED ADDITIONAL FRONT
FRAME REINFORCEMENT FOR SNOW PLOW

			PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	83,880	\$ 83,880
EXTENDED WARRANTY		\$	4,683	\$ 4,683
DEALER INSTALLED OPTIONS		\$	0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$	88,563	\$ 88,563

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(240)	\$	(240)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	88,323	\$ 88,323
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



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Vanguard Truck Center of St. Louis

NEW VEHICLE PURCHASE ORDER

2/8/2019

(DATE)

City of Ballwin

(PURCHASER)

14811 Manchester Road

(ADDRESS)

Ballwin, MO 63011

(CITY, STATE, ZIP)

Telephone(s) 636-227-9000

Fax Number 0

The undersigned Purchaser hereby orders from Vanguard Truck Center of St. Louis (hereinafter call the "Company")

1 New vehicle(s), Make **Mack** Model **Granite** Year **2020** as described in the attached Specifications Covering Order for New Chassis VIN No. 0. Said vehicle(s) are to be delivered on or about **Jan-00** according to the following terms and conditions:

This order is Subject to the Price in Effect at the Time of Delivery. See Third to last Paragraph on Reverse Side Hereof:

Price per Vehicle \$ **100,340.00**
Misc. Charges Des. \$ **0.00**
Federal Retail Excise Tax \$ **-250.00**
Net Trade Allowance (\$ **0.00**)
State Sales Tax \$ **20.00**
City/County Sales \$ **0.00**
Lic. Fee Type Wt. \$ **0.00**
Additional Extended Warranty **4,840.00**
Total Price \$ **104,950.00**
Total Price for 1 Vehicles \$ **104,950.00**
Less Total Prepayment \$ **0.00**
Balance of Purchase Price \$ **104,950.00**

Trade Calculations

Trade Value \$ **0.00**
Trade Payoff \$ **0.00**
Net Trade Allowance \$ **0.00**

Description of Trade

Year: 0 Make 0 Model 0
Vin#: 0
Mileage: 0

\$100,070.00

THE COMPANY MAKES NO WARRANTIES AS TO SAID VEHICLE(S), EXPRESS, IMPLIED OR IMPLIED BY LAW, EXCEPT THE MANUFACTURER'S STANDARD VEHICLE WARRANTY, A COPY OF WHICH HAS BEEN DELIVERED TO THE PURCHASER, WHICH IS NOT INCORPORATED HEREIN BY REFERENCE. THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE A PART OF THIS AGREEMENT. THE PURCHASER ACKNOWLEDGES HAVING READ THIS AGREEMENT, INCLUDING SUCH TERMS AND CONDITIONS. ALL VEHICLES ARE SUBJECT TO PRIOR SALES. NO VEHICLES ARE HELD MORE THAN 5 DAYS WAITING FOR CREDIT APPROVAL.

Date _____ 20 _____

(SIGNATURE OF OFFICER, PARTNER OR OWNER WITH TITLE)

(SALES REPRESENTATIVE)

(APPROVED BY)

TERMS AND CONDITIONS

This purchase order is tendered by the Purchaser for acceptance by Vanguard Truck Center of St. Louis (hereinafter called the "Company"). It is understood that it will not be binding upon the Company unless accepted and signed by an authorized executive of the Company.

If the terms of payment herein provided are other than cash, the Purchaser agrees to execute and deliver to the Company, prior to the delivery of said vehicle(s), a security agreement, in the form customarily required by the Company, covering said vehicle(s) in order to secure the payment of the indebtedness due hereunder. The Purchaser further agrees that this purchase order shall be subject to all the terms and conditions of said security agreement, which shall supersede this purchase order to the extent inconsistent herewith; provided that Purchaser's warranty as to any used motor vehicle or equipment traded in by the Purchaser and taken by the Company as part of payment hereunder (hereinafter such used motor vehicle or equipment is called the "used equipment") shall survive the execution of the security agreement.

The Company shall not be held responsible for any loss, damage, detention, delay or failure to deliver resulting from any cause which is unavoidable or beyond its reasonable control, including, but not limited to fire, flood, natural disaster, strike or labor disturbance, accident, vandalism, riot or insurrection, war, any order, decree, law or regulation of any court, government or governmental agency, shortage of materials, demand in excess of available supply, failure or interruption of normal transportation or power facilities; NOR IN ANY EVENT SHALL THE COMPANY BE LIABLE FOR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF INCOME. The receipt of said vehicles(s) by the Purchaser upon delivery shall constitute a war waiver of all claims for loss or damage due to delay.

The Purchaser warrants that the used equipment, if any, is free from all liens and/or encumbrances of any nature whatsoever, and that the Purchaser has good and marketable title to the used equipment at the time of delivery thereof to the Company. The used equipment is to be delivered to the Company in the same condition and appearance in which it was when first inspected by the Company or its agent. The Company, upon delivery of such used equipment, shall have the right once again to inspect such used equipment and the Company shall be the sole judge as to its condition, with the right to accept or reject the used equipment at its option. If the used equipment to be delivered to the Company is not in a condition and appearance as good as it was when first inspected by the Company, the Company shall have the right to revalue the amount of allowance offered for such equipment and the total cash purchase price shall be increased accordingly.

The Purchaser agrees that the amount of the allowance made upon the used equipment, if any, is to be applied by the Company as part payment on the purchase price of said vehicle(s).

In the event that the within purchase order is accepted by the Company and the Purchaser fails to accept delivery and perform this contract pursuant to its terms, the Purchaser authorizes the Company to retain the amount paid to the Company in cash and/or the used equipment on account of the purchase price of said vehicle(s) as liquidated damages in addition to such rights as the Company may have under law.

In the event that the within purchase order is cancelled by mutual written agreement of the Company and the Purchaser or if the Company is unable to make delivery of said vehicle(s), the Company will return and the Purchaser will accept the cash and the used equipment (or if the used equipment shall have been sold, the net amount received by the Company from the sale thereof) in full discharge of any obligations of the Company to the Purchaser hereunder.

The Purchaser agrees that all previous communications between the Purchaser and the Company, either verbal or written, with reference to the subject matter of this purchase order, are hereby abrogated. The Purchaser further agrees that no modification of this Agreement shall be binding upon the Company unless such modifications shall be in writing and agreed to and accepted in writing by a Sales Manager or authorized Home Office executive of the Company.

A security interest in said vehicle(s) shall remain in the Company until the payment in full of the purchase price or, if the terms of payment herein provided are other than cash, until the execution and delivery of a security agreement, as hereinabove provided, at which time the terms of said security agreement shall control with respect to the title and ownership of said vehicle(s).

In the event of Purchaser's failure to make payment of the purchase price when due, the Company may take immediate possession of said vehicle(s), without demand or further notice. For this purpose and in furtherance thereof, the Purchaser shall, if the Company so requests, make said vehicle(s) available to the Company at a reasonably convenient place designated by it, and the Company shall have the right, and the Purchaser does hereby authorize and empower the Company, its agents, servants or employees, to enter upon the premises wherever said vehicle(s) may be and remove the same; and the Purchaser hereby expressly waives any action or right of action of any kind whatsoever against the Company, its agents, servants or employees because of the removal, repossession or retention of said vehicle(s) or otherwise.

If the cost to the Company of insurance to be furnished by the Company hereunder is increased at any time prior to the delivery of said vehicle(s), the Purchaser agrees to pay for the insurance herein provided for at such increased rate.

It is agreed that if the cost of labor, materials, body, accessories or other equipment or component parts increases beyond the basis upon which the price set forth herein was established, then the Company, at any time before delivery, may give the Purchaser written notice of an increase in price, and such increased price shall be the contract price, unless Purchaser within ten days thereafter shall give Company written notice of cancellation. Any such increase in the contract price, pursuant to this provision, however, shall not prevent additional increases, if necessary, under the circumstances set forth herein at any time prior to delivery.

ALL TAXES NOW OR HEREAFTER IMPOSED UPON THE MANUFACTURER OR SALE OF SAID VEHICLE(S) SHALL BE PAID BY THE PURCHASER.

This instrument contains the entire agreement between the parties, and there are no understandings or representations not contained herein.

Customer Initials _____



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

Quote #	Date
165003	02/13/19

Customer			
VANGUARD TRUCK CENTER 2350 CHOUTEAU AVE			
ST LOUIS	MO	63103	

Ship To			
CITY OF BALLWIN 200 PARK DR			
BALLWIN	MO	63011	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30		02/07/19			

Item	Description	Ordered	UOM	Price Per	Total Price
MSRPSADISCOUNT	BASE SINGLE AXLE CONTRACT PACKAGE INCLUDES A 10' STAINLESS STEEL DUMP BODY AND CERTIFIED POWER HYDRAULICS PRICED AT \$57,028. THROUGH COOPERATIVE PURCHASING, THE ITEMS BELOW ARE SPECIFIC TO THE NEEDS OF THE CITY OF BALLWIN AND INCLUDES A 25% DISCOUNT PER MoDOT CONTRACT IFB605CO18000696. ALL ITEMS ARE PRICED AS LIST AND A 25% DISCOUNT HAS BEEN APPLIED TO THE TOTAL.	1.00	EA	0.00	0.00
MSRP1000	PLOWS, PLOW FRAMES AND HITCHES	1.00	EA	0.00	0.00
MSRP1120	3" X 10" DA lift cylinder	1.00	EA	316.00	316.00
MSRP1160	Universal quick hitch - low pro with cheekplates and lift arm	1.00	EA	2,545.00	2,545.00
MSRP1190	UQH swivel	1.00	EA	1,242.00	1,242.00
MSRP1240	MW36R10 Plow assembly with push frame, A-frame, two-chain lift, deflector and plow markers (no swivel or cutting edge)	1.00	EA	9,009.00	9,009.00
MSRP1370	5/8" x 8" x 120" 12 hole top punch C1085 steel cutting edge with hardware	1.00	EA	379.00	379.00
MSRP2000	DUMP BODY AND OPTIONS (MoDOT ITEM PRICES PER CONTRACT IFB605CO18000696 ARE RELECTED IN DISCOUNT BELOW) - WALK RAIL AND HAND RAIL FOR CORTEN BODY (PER MoDOT CONTRACT) \$515	1.00	EA	0.00	0.00
MO18SAOPT16	Walk rail and hand rail for Corten body	1.00	EA	687.00	687.00
MSRP0000	12' Corten steel municipal dump body with 3/16"	1.00	EA	21,378.00	21,378.00



22956 Hwy 61
PO Box 295
Morley, MO 63767
Phone: 573-262-3545
Fax: 573-262-3369

Quote

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165003	02/13/19

Customer			
VANGUARD TRUCK CENTER 2350 CHOUTEAU AVE			
ST LOUIS	MO	63103	

Ship To			
CITY OF BALLWIN 200 PARK DR			
BALLWIN	MO	63011	

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	NET 30		02/07/19			

Item	Description	Ordered	UOM	Price Per	Total Price
	Corten sides and front, Hardox floor, 18" Corten cab shield with integrated load cover roller, 1/4" Corten long sills (one (1) piece trapezoid style), driver's side hydraulic lines to rear for spreader hookup, offset tailgate with sideboard pockets and a flush-mount tailgate. Also includes doghouse, cab shield corners and installation				
MSRP2270	Mailhot CS 120 Series hoist package for Viking platform or tandem axle dump body for installation on clean frame	1.00	EA	5,762.00	5,762.00
MSRP2310	Aero 550 load cover with asphalt tarp for 10' body	1.00	EA	2,500.00	2,500.00
MSRP2430	Additional pullout ladder	1.00	EA	580.00	580.00
MSRP2470	Paint body to match cab (excluding black or yellow) - Dupont #DS022 Grey	1.00	EA	1,935.00	1,935.00
MSRP3000	HYDRAULICS AND HYDRAULIC OPTIONS	1.00	EA	0.00	0.00
MSRP3010	Certified Power hydraulic system for the City of Ballwin with XDS controller, electronic controls and a stainless steel valve enclosure	1.00	EA	25,660.00	25,660.00
MSRP3180	MoDOT hydraulic install kit (includes hoses, fittings and hardware)	1.00	EA	2,516.00	2,516.00
MSRP4000	SPREADER AND SPREADER OPTIONS (MoDOT ITEM PRICES PER CONTRACT 3-160824RW ARE RELECTED IN DISCOUNT BELOW) - 10' VIKING-CIVES CONVEYOR SPREADER (PER MoDOT CONTRACT) \$15,042 - 10' GALVANIZED STEEL SPREADER STAND (PER MoDOT CONTRACT) \$3,052	1.00	EA	0.00	0.00
MO18SCSPR122	10' Viking-Cives VCM-C-10-82-50 201SS drag chain spreader	1.00	EA	20,056.00	20,056.00
MO18SCOPT108	10' galvanized steel spreader stand	1.00	EA	4,069.00	4,069.00



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ST LOUIS	MO	63103	

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CITY OF BALLWIN 200 PARK DR			
BALLWIN	MO	63011	

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30		02/07/19			

Item	Description	Ordered	UOM	Price Per	Total Price
MSRP5000	LIGHTS AND LIGHTING OPTIONS	1.00	EA	0.00	0.00
MSRP5135	Whelen VCSYS1 municipal lighting package	1.00	EA	3,964.00	3,964.00
MSRP5200	ABL 3800 Series LED plow light	1.00	EA	1,167.00	1,167.00
MSRP6000	TOWING AND TOWING ACCESSORIES	1.00	EA	0.00	0.00
MSRP6110	VCM supplied 7-wire pigtail	1.00	EA	288.00	288.00
MSRP6150	PH30 pintle hook with D-rings and plate	1.00	EA	1,042.00	1,042.00
MSRP6225	Pintle hitch install kit (includes fittings and electrical hardware)	1.00	EA	166.00	166.00
MSRP9000	MISCELLANEOUS (MoDOT ITEM PRICES PER CONTRACT IFB605CO18000696 ARE RELECTED IN DISCOUNT BELOW)	1.00	EA	0.00	0.00
	- AUTOMATIC TIRE CHAINS (PER MoDOT CONTRACT) \$2,100				
MO18SAOPT24	Automatic tire chains	1.00	EA	2,800.00	2,800.00
MSRP0000	20,000 pusher axle with tires and wheels	1.00	EA	9,500.00	9,500.00
MSRP9100	Single axle install kit (includes miscellaneous electrical components and hardware)	1.00	EA	447.00	447.00
MSRP9140	Mud flap kit (includes front anti-sails and rear removable pin brackets)	1.00	EA	393.00	393.00
MSRP9150	18X18X24 steel tool box with stainless handle	1.00	EA	668.00	668.00
MSRP9220	7" LCD quad view backup camera system (includes one (1) camera and one (1) enclosure)	1.00	EA	1,502.00	1,502.00
MSRP9230	Additional backup camera (includes one (1) enclosure)	1.00	EA	473.00	473.00
MSRP9270	Add Gatorhyde lining to inside of cab (single)	1.00	EA	1,067.00	1,067.00



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CITY OF BALLWIN 200 PARK DR		
BALLWIN	MO	63011

Customer PO	Terms	Sales Rep	Lead Time	Ship Via	FOB	VIN
	NET 30		02/07/19			

Item	Description	Ordered	UOM	Price Per	Total Price
MSRP0000	Armour seal truck	1.00	EA	300.00	300.00
MSRP0000	Power distribution box	1.00	EA	866.00	866.00

Prepared By: Chris

Memo:

DISCOUNT APPLIED HERE IS 25% OFF MSRP
PER MoDOT CONTRACT IFB605CO18000696 -->

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

Sub-Total	123,277.00
Shipping	0.000
Discount	30,819.00
Taxes	0.00
Total	92,458.00

Accepted by: _____ Date: _____ P.O.#: _____

*Quoted price does not include any applicable taxes.

*Terms are Due Upon Receipt unless prior credit

*Terms for established accounts, NET 30 days

*Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis



MEMORANDUM

TO: Mayor Pogue, Board of Aldermen

FROM: Denise Keller, Finance Director

DATE: February 15, 2019

SUBJECT: Annual Employee Compensation

RECOMMENDATION: Staff recommends that the Board approve a salary increase of 3% for all full-time staff effective April 1, 2019.

EXPLANATION: Historically the award of merit increases for staff is made after receipt of final year-end sales taxes as a gauge of economic conditions. Sales tax revenues for 2018 totaled \$9,648,362, exceeding budget by \$90,362 or .9%. Excluding the new public safety tax which was effective 10/1/17, sales taxes revenues for 2018 exceeded those in 2017 by \$148,617 or 1.9%. While these collections represent a recovery over 2017 levels, the revenues excluding the public safety tax still lag behind those of 2016, 2015 and 2014.

Although 4% was budgeted for salary increases, there have been many new developments since this financial plan was prepared that could negatively impact the budget as well as future fiscal periods.

PURCHASE AGREEMENT

Dave Smith
 Royal Gate Dodge Chrysler Jeep RAM of Ellisiv
 15502 Manchester Rd
 Ellisville, MO 63011

Buyer	Co-Buyer	Vehicle
City of Ballwin 14811 Manchester Rd Ballwin MO 630114617 (636) 227-2257 (636) 227-2257 (314) 220-5519 jlink@ballwin.mo.us		2017 RAM 5500 Chassis 3C7WRNAL3HG529863

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff

Ally or Chrysler Rebate: Yes___ No___

EP F&F Affiliate
 (circle one)

Lienholder: _____

Per Diem: _____

Good Until: _____

Bank Contact: _____

Purchase Details	
Retail Price:	\$56,265.00
Sales Price:	\$48,300.00
Savings:	\$7,965.00
Accessories:	(\$600.00)
Service Contract:	
Government Fees:	\$0.00
Proc/Doc Fees:	\$199.00
Total Taxes:	
Total Sales Price:	\$47,899.00
Trade Allowance:	
Trade Payoff:	
Trade Equity:	
Rebate:	
Cash Down:	\$0.00
Amount Financed:	\$47,899.00

Wheel Credit

X _____

Customer Signature

02/19/2019

Date

X _____

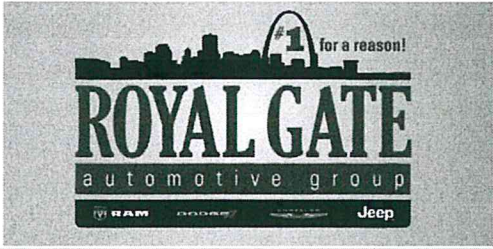
Manager Signature

02/19/2019

Date

Disclaimer:

Printed: 02/19/2019 05:06 PM



Date/Time: 2/19/2019 5:07:43 PM

Buyer: City of Ballwin
Home Phone: (636) 227-2257
Cell Phone: (314) 220-5519
Address: 14811 Manchester Rd
Ballwin, MO 630114617

Salesperson: Dave Smith

2017 RAM 5500 Chassis Tradesman/SLT

 VIN: 3C7WRNAL3HG529863

MSRP/Retail	\$56,265.00
Selling Price	\$48,300.00
Rebate	0.00
Total Savings + Rebate	\$7,965.00
Proc/Doc Fee	\$199.00
Accessories	\$-600.00
Trade Allowance	0.00
Trade Payoff	0.00
Cash Down	0.00
Amount Financed	\$47,899.00

Itemized Accessories wheel credit: \$-600

This is an offer to purchase this vehicle today, not a finance contract. You certify that the above information is correct and accurate, and authorize the release of credit history for the purpose of vehicle sales. Payments on this worksheet are estimates and are subject to lender approval.

X _____
Customer Signature Date

X _____
Manager Signature Date

MEMORANDUM

TO: BOB KUNTZ, CITY ADMINISTRATOR

FROM: JIM LINK, DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 15, 2019

RE: HOT MIX ASPHALT

RECOMMENDATION: We recommend awarding the contract to the only bidder, Fred Weber, and to accept alternate bid #2.

EXPLANATION: Bids were requested from three asphalt suppliers to furnish hot mix asphalt. Delivery is not included, as we purchase small quantities at a time so the asphalt will retain its heat when placed. We advertised in the St. Louis Business Journal, and on the City's website. Bid specifications are on file at the Public Works Department. On February 15, 2019 one (1) bid was received and opened. Below is the summary of the bid received.

	Base Bid (material)	Alt. Bid #1 (concrete debris)	Alt. Bid #2 (asphalt debris)
N. B. West Contracting	No Bid	No Bid	No Bid
Fred Weber	\$213,150.00 (\$49.00/ton)	No Bid	No Charge
Simpson Materials	No Bid	No Bid	No Bid
Budget	\$300,000.00		

Type 'C' asphalt is primarily used for resurfacing projects.

Type 'D' asphalt is used for potholes and milling/filling concrete joints.

Type 'X' asphalt is used for a base mix on resurfacing projects.

Type 'Commercial' is used for curbs or driveways aprons on resurfacing projects.

Alternate bid #1 is for the disposal of broken concrete slabs and sidewalks.

Alternate bid #2 is for disposal of broken asphalt.

In 2018 we discovered that N.B. West closes their asphalt plants beginning sometime between Thanksgiving and Christmas and reopens in mid-March. This poses a problem getting asphalt for potholes or when temperatures are suitable for small projects during the winter. Due to availability issues in 2018 N.B West did not submit a bid. Simpson Materials did not submit a bid.

MEMORANDUM

TO: BOB KUNTZ, CITY ADMINISTRATOR

FROM: JIM LINK, DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 15, 2019

RE: READY MIX CONCRETE

RECOMMENDATION: We recommend awarding this contract at the bid unit price for the two types of concrete, including the alternate bids, to the low bidder, Valley Material Co.

EXPLANATION: 2018 was our first full year using our new concrete mixer. In 2017 we used 1,158 cubic yards of concrete from a ready mix concrete supplier. The goal for 2018 was to pour 1,700 cubic yards using our mixer. In 2018 we used 681.25 cubic yards from a ready mix company and we produced 689.47 cubic yards of concrete with our mixer. As a precaution, we solicited bids including the alternate bid items as a backup supplier in order to get better unit prices. The low bidder's current price to the general public is approximately \$140 per cubic yard compared to their bid prices of \$97.00 and \$92.70. The bid specifications state that the City reserves the right to increase or decrease this contract based on the contract unit price.

Requests for bids were sent to several suppliers. Also, we advertised in the St. Louis Business Journal and on the City's website. Bid specifications are on file at the Public Works Department. On February 15th, 2019, two bids were received and opened. The summary of bids received is as follows.

Bidder	High Early Strength Concrete (Slabs) Bid Quantity: 1,000 cy	Class B Concrete (Sidewalks) Bid Quantity: 500 cy	Total Bid
Landvatter Ready Mix, Inc.	\$99,300.00 (\$99.30/cy)	\$46,695.00 (\$93.39/cy)	\$145,995.00
Valley Material Company	\$97,000.00 (\$97.00/cy)	\$46,350.00 (\$92.70/cy)	\$143,350.00
Budget			\$153,775.00

In addition to the cubic yard unit price, the following alternate bid prices were received.

Item No.	Description	Unit	Landvatter Ready Mix, Inc.	Valley Material Company
A	Demurrage (in excess of 5 minutes per cy) (unloading time)	Per Minute	\$1.50	\$2.00
B	1% Calcium Chloride (cold weather)	Per CY	\$2.25	\$2.94
C	Retarder (3 oz/cwt) (hot weather)	Per CY	\$2.75	\$5.00
D	Winter Service (hot water)	Per CY	\$5.00	\$5.00
E	Short Haul Charge (delivery of less than 5 cy per load)*	Per CY	\$140.00: 1 – 1.75 yards \$120.00: 2 – 2.75 yards \$75.00: 3 – 3.75 yards \$45.00: 4 – 4.75 yards	\$150.00: 1-175 cy \$120.00: 2-2.75 cy \$100.00: 3-3.75 cy \$80.00: 4-4.75 cy

* Unit prices are based on number of cubic yards.

MEMORANDUM

TO: BOB KUNTZ, CITY ADMINISTRATOR

FROM: JIM LINK DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 15, 2019

RE: CRUSHED ROCK

RECOMMENDATION: We recommend awarding this unit price contract to Bussen Quarries including the alternate bids.

EXPLANATION: Crushed rock is used in-house as a base for concrete pavement slab, curb and gutter, and sidewalk replacements. Commercial stone is used in concrete production.

We advertised in the St. Louis Business Journal, and solicited bids from three suppliers, and the City's website. Bid specifications are on file at the Public Works Department. On February 15th, 2019, two (2) bids were received and opened. The summary of bids received is as follows.

	Base Bid	Alt. Bid #1	Alt. Bid #2	Alt. Bid #3 (delivered)	Commercial concrete Stone
Bussen Quarries	\$6,930.00 (\$6.30/ton)	No Bid	No Bid	\$4620.00 (\$4.20/ton)	\$12.20/ton
Fred Weber, Inc.-Materials Services	\$6,600.00 (\$6.00/ton)	No Bid	No Charge	\$5,225.00 (\$4.75/ton)	\$18.00/ton
Budget					\$15,000.00

Base bid - Type 5 Aggregate material only
Alternate bid item #1 – Non-Reinforced Concrete Debris Disposal
Alternate bid item #2 – Asphalt Debris Disposal
Alternate bid item #3 – Type 5 Aggregate Delivery

The bid quantities are estimates only. Therefore, the actual quantities ordered will be limited to available funds.

MEMORANDUM

TO: BOB KUNTZ, CITY ADMINISTRATOR

FROM: JIM LINK DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 15, 2019

RE: READY MIX SAND

RECOMMENDATION: We recommend awarding this contract at the bid unit price to the only bidder, Bussen Quarries.

EXPLANATION: 2018 was our first full year using our new concrete mixer. In 2017 we used 1,158 cubic yards of concrete from a ready mix concrete supplier. The goal for 2018 was to pour 1,700 cubic yards using our mixer. In 2018 we used 681.25 cubic yards from a ready mix company and we produced 689.47 cubic yards of concrete with our mixer. The bid specifications state that the City reserves the right to increase or decrease this contract based on the contract unit price.

Requests for bids were sent to three suppliers. Also, we advertised in the St. Louis Business Journal and on the City's website. Bid specifications are on file at the Public Works Department. On February 15th, 2019, one bid was received and opened. The summary of bids received is as follows.

Bidder	Natural Medium Sand Bid Quantity: 1,000 cy	Low Lignite River Sand Bid Quantity: 500 cy	Total Bid
Bussen Quarries	\$12.15 /ton	\$13.45 /ton	\$9,720.00 / \$10,760.00
Simpson Materials	No Bid	No Bid	\$0.00
Winter Brothers	No Bid	No Bid	\$0.00
Budget (1600 lbs. of Sand in 1 cubic yard)			\$130,000.00

* Unit prices are based on number of cubic yards.