



# City of Pevely

401 Main Street Pevely, Missouri 63070

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A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri, will conduct a special meeting at 6:00 PM on March 1, 2021 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

## Board of Aldermen Closed Meeting

Special Note: This meeting will be recorded.

The meeting will take place on March 1, 2021 at 6:00 P.M.

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## Agenda

Pledge of Allegiance  
Roll Call  
Closed Session

The tentative agenda of this meeting also includes a vote to close part of this meeting pursuant to section 610:021; Paragraph (1) legal actions, causes of action or litigation and Paragraph (2) leasing, purchase or sale of real estate and Paragraph (3) hiring, firing, disciplining or promoting of particular employees and Paragraph (13) individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment

Open Session  
Adjourn

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

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

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Posted On: 2/26/2021 2:51:09 PM By: Ashton Lowery, City Clerk



# City of Pevely

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on March 1, 2021 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting will take place on March 1, 2021 at 7:00 P.M.

### Agenda

**1. Pledge of Allegiance**

**2. Roll Call**

**3. Citizen's Comments**

"Citizen's Comments shall be limited to three (3) minutes to address the Council. Please fill out an index card on the podium prior to the meeting. Visitors are not allowed to speak during the business portion of the meeting and no responses from the Mayor or Board of Alderman during Citizen's Comments will be given."

**4. Consent Agenda**

- a. Approval of Agenda
- b. Approval of Minutes (2/1/2021 closed and regular)
- c. January Court Report
- d. January AP Report
- e. January Administration Report
- f. December 2020 Financial Report
- g. January 2021 Financial Report
- h. February 2021 AP Report

**5. Ordinances**

- a. Bill 1537 – 1<sup>st</sup> and 2<sup>nd</sup> Reading

An Ordinance Amending Section 230.020 of the City of Pevely Municipal Code Pertaining to Solid Waste Storage

- b. Bill #1538 – 1<sup>st</sup> and 2<sup>nd</sup> Reading

An Ordinance Annexing Certain Territory into the City of Pevely, Missouri

**6. Resolutions**

- a. Resolution 2021/94 – Reading and Approval

A Resolution Authorizing the Mayor to Enter into and Execute an Exclusive Right to Sell Agreement with the Sansone Group, LLC for Commercial Real Estate Services

- b. Resolution 2021/95 – Reading and Approval



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A Resolution Authorizing the Mayor to Enter into and Execute a Biosolids Sludge Removal and Disposal Agreement with Metro-AG Waste Injection Systems, INC

c. Resolution 2021/96 – Reading and Approval

A Resolution Approving a Tax-Exempt Equipment Lease Purchase Agreement with First State Community Bank

d. Resolution 2021/97 – Reading and Approval

A Resolution Declaring a Certain Dog as Vicious and Expelling the Dog from Residing Within the City of Pevely

## 7. Appointments

## 8. Bids

## 9. Motions

a. Public Works Backhoe/Loader

Motion: To Accept the Quote from ERB Equipment to Trade-in our John Deere 71DG Backhoe/Loader Toward the Purchase of A 2015 John Deere 410K Backhoe/Loader for A New Price of \$65,900

b. Street and Sewer Department Mowers

Motion: To Purchase Two New Ferris Isx-3300 Zero-Turn Mowers from Scott's Power Equipment for A Price of \$12,034.17 Each

c. Rezoning Request

Motion: To Approve the Request to Rezone the Property at 9000 Commercial Blvd, Pevely MO from an R-3 to a B-2

## 10. Continued Business

- a. City Hall Phones
- b. Limb Pickup Ordinance
- c. Animal Control Building Repairs
- d. Sunshine Request Audit Forms
- e. Calendars

## 11. Committee Reports

- a. Planning and Zoning
- b. Tourism Board
- c. Police Personnel Board
- d. Park Board
  - a. Easter Event (Approval and Funding) – Matthew Deem
  - b. Additional 2021 Events Discussion



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## **12. Administrative Reports**

- a. Attorney Sweeney
- b. Chief Eickhoff
- c. City Administrator
  - a. Full Page Utility Bills

## **13. Council Member Reports**

- a. Alderman Markus
  - a. Discussion on Number of Meetings per Month
- b. Alderman Coulson
- c. Alderman Tucker
- d. Alderman Menkhus
  - a. Cars Park on Streets During Winter Weather
- e. Alderman Leeder
- f. Alderman Yount
- g. Alderman Brooks
- h. Mayor Haas

## **14. Adjournment**

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

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Posted On: 2/26/2021 2:50:54 PM    By: Ashton Lowery, City Clerk





# City of Pevely

401 Main Street Pevely, Missouri 63070

A public notice is hereby given that the Board of Aldermen of the City of Pevely, Missouri will conduct its regularly scheduled Board of Aldermen meeting at 7:00 P.M. on February 1, 2021 at Pevely City Hall, 401 Main Street, to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determine to be appropriate for discussion at that time.

## Board of Aldermen Regular Meeting

Special Note: This meeting will be recorded.

The meeting took place on February 1, 2021 at 07:02:25 PM (00:05:01)

### Agenda

#### 1. Roll Call

A roll call vote was taken:

Alderman – Ward 1 – Steve Markus: Present  
Alderman – Ward 1 – Larry Coulson: Present  
Alderman – Ward 2 – Ryan Tucker: Present  
Alderman – Ward 3 – Don Menkhuis: Present  
Alderman – Ward 3 – Tyler Leeder: Present  
Alderman – Ward 4 – Rick Yount: Present  
Alderman – Ward 4 – William Brooks: Present

City Administrator – Nathan Schauf  
City Clerk – Ashton Lowery  
City Attorney – Allison Sweeney  
Police Chief – Alan Eickhoff  
Police Captain – Larry Miller



#### 2. Consent Agenda

a. Motion: To Approve the Agenda as Amended with Consent Agenda Item "D" up to Item "B"

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

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhuis: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

b. Police Department Awards and Recognition

c. Motion: To Approve the Minutes (1/4/2021 closed and regular)

Alderman – Ward 4 – Rick Yount: Motion  
Alderman – Ward 3 – Don Menkhuis: 2<sup>nd</sup>

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



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Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

### 3. Resolutions

#### a. Resolution 2021/92 – Reading and Approval

A Resolution Authorizing the Mayor to Enter into and Execute an Employment Services Agreement with Nathan Schauf to Serve as the City Administrator for the City of Pevely

Motion: To Put Resolution 2021/92 on Reading

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

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

Motion: To Approve Resolution 2021/92

Alderman – Ward 1 – Steve Markus: Motion  
Alderman – Ward 4 – Rick Yount: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve

#### b. Resolution 2021/93 – Reading and Approval

A Resolution Rolling Over Unused Employee Vacation Time from 2020 Into 2021

Motion: To Put Resolution 2021/93 on Reading

Alderman – Ward 4 – Rick Yount: Motion  
Alderman – Ward 1 – Steve Markus: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve  
Alderman – Ward 1 – Larry Coulson: Approve  
Alderman – Ward 2 – Ryan Tucker: Approve  
Alderman – Ward 3 – Don Menkhus: Approve  
Alderman – Ward 3 – Tyler Leeder: Approve  
Alderman – Ward 4 – Rick Yount: Approve  
Alderman – Ward 4 – William Brooks: Approve





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Motion: To Approve Resolution 2021/93

Alderman – Ward 3 – Don Menkhus: Motion

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

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve



## 4. Motions

a. To Approve the Purchase of an Additional Police Patrol Vehicle, Paid in Full, for \$40,651.00

A discussion took place on where the funds were coming from and where the vehicle would be purchased from

Motion: To Approve the Purchase of an Additional Police Patrol Vehicle, Paid in Full, for \$40,651.00

Alderman – Ward 3 – Don Menkhus: Motion

Alderman – Ward 4 – William Brooks: 2<sup>nd</sup>

Alderman – Ward 1 – Steve Markus: Approve

Alderman – Ward 1 – Larry Coulson: Approve

Alderman – Ward 2 – Ryan Tucker: Approve

Alderman – Ward 3 – Don Menkhus: Approve

Alderman – Ward 3 – Tyler Leeder: Approve

Alderman – Ward 4 – Rick Yount: Approve

Alderman – Ward 4 – William Brooks: Approve

## 5. Continued Business

a. City Hall Phones – Nathan Schauf stated the RFP would be published by the end of the month

b. Limb Pickup Ordinance – Nathan Schauf stated he didn't remember what the concerns were that needed to be fixed. Mayor Haas stated it was the diameter and to not allow the limbs to be bundled

c. Grant Funding Opportunities – Nathan Schauf stated he was looking into various grant opportunities

d. Agenda Preparations – Alderman Coulson asked how "Continued Business" items come off the agenda. Mayor Haas stated that if the items are not discussed for a few meetings, she asks the office to remove them. A brief discussion took place.

## 6. Committee Reports

a. Planning and Zoning – Alderman Markus stated there was a meeting tomorrow

b. Tourism Board – Alderman Markus stated that they have not received any requests for funding

c. Police Personnel Board – Alderman Brooks stated they would be holding a meeting this month



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d. Park Board – Meeting scheduled for February 10<sup>th</sup> at 6:30

## 7. Administrative Reports

a. Attorney Sweeney

a. Voluntary Boards and Commissions Rules and Guidelines Discussion

A brief discussion took place on the voluntary boards.

b. Chief Eickhoff – Chief Eickhoff gave updates for the Police Department

c. City Administrator

a. Full Page Water Bill

City Administrator Schauf discussed some pricing for the full-page water bills. Mayor Haas asked that he get more information and present it at the March board meeting.



## 8. Council Member Reports

a. Alderman Markus – Alderman Markus stated the Pevely sign off Highway 55 was peeling.

a. Upcoming Events – Alderman Markus asked about this year's events and how we would keep the staff and citizens safe. Mayor Haas stated they were thinking of doing a drive by easter event but weren't sure how to keep other distanced with Pevely Days and said they would play each event by ear. A brief discussion took place.

b. Alderman Coulson – Alderman Coulson asked about Continued Business.

c. Alderman Tucker – No report

d. Alderman Menkhus – No report

e. Alderman Leeder – No report

f. Alderman Yount – Alderman Yount asked about the road projects at El Camino. A brief discussion took place.

g. Alderman Brooks – Alderman Brooks thanked Ron and the Street Department staff for their snow clean up. He also thanked the board for purchasing a new police vehicle, and congratulated the officers that were recognized tonight.

h. Mayor Haas – Mayor Haas stated that she received her Waste Management mailer and that she liked how it looked and how it gave the residents the new information. She also informed the public that Lynn Duncan, longtime alderman and resident, had passed away. She asked Ashton to put together a proclamation for Mr. Duncan for the next meeting.

## Motion: To Adjourn

Alderman – Ward 3 – Don Menkhus: Motion

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

All in Favor: Aye

The meeting adjourned at 08:09:10 PM (01:11:45)





# City of Pevely

401 Main Street Pevely, Missouri 63070

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Attest:

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Ashton Lowery  
City Clerk of Pevely, MO

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Stephanie M. Haas  
Mayor of Pevely, MO



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Posted On: 2/2/2021 9:44:46 AM By: Ashton Lowery, City Clerk

Vendor ID	Vendor Name	Check/Voucher Number	Transaction Description	Original Invoice/Credit Number	Check/Voucher Date	Payments
1000	Voya Institutional Trust Company	019664	Voya		1/4/2021	(412.00)
1000	Voya Institutional Trust Company	019698	Voya		1/11/2021	(412.00)
1000	Voya Institutional Trust Company	019737	Voya		1/19/2021	(412.00)
1000	Voya Institutional Trust Company	019768	Voya		1/25/2021	(412.00)
	<b>Total Voya Institutional Trust Company</b>					<b>(1,648.00)</b>
1012	AT & T Long Distance	019739	December AT&T Long Distance Payment	806010373-1	1/20/2021	(14.81)
	<b>Total AT &amp; T Long Distance</b>					<b>(14.81)</b>
1014	Arnold Rifle & Pistol Club	019666	2021 PD PUBLIC SERVICE MEMBERSHIP	142020	1/7/2021	(550.00)
	<b>Total Arnold Rifle &amp; Pistol Club</b>					<b>(550.00)</b>
1025	Gateway Dealer Network, LLC	019796	Repair Concrete Breaker	W49057	1/26/2021	(883.21)
	<b>Total Gateway Dealer Network, LLC</b>					<b>(883.21)</b>
1033	Century Credit Union -Visa	019740	December CC Payment	12312020	1/20/2021	(3,915.41)
	<b>Total Century Credit Union -Visa</b>					<b>(3,915.41)</b>
1036	Charter Communications	019669	PD Internet Monthly Payment	0012270122620	1/7/2021	(256.63)
1036	Charter Communications	019708	Charter Monthly Payment for City Hall	0057465010221	1/14/2021	(214.96)
	<b>Total Charter Communications</b>					<b>(471.59)</b>
1062	MO Police Chief Assoc	019687	Dispatch National Dispatcher Selection Test	193626	1/7/2021	(241.00)
	<b>Total MO Police Chief Assoc</b>					<b>(241.00)</b>
1075	Ellis Battery Specialties	019672	Unit 783 New Batteries	15000104211426	1/7/2021	(405.80)
1075	Ellis Battery Specialties	019716	7 Backup Batteries for Scada @ Liftstations	15000105211117	1/14/2021	(160.30)
	<b>Total Ellis Battery Specialties</b>					<b>(566.10)</b>
1097	JoAnn Bates	019678	Prosecuting Attorney's Dec. Payment	12312020	1/7/2021	(1,300.00)



Total JoAnn Bates							(1,300.00)
1130	Core & Main	019793	3/4" Water Meters	N551224	1/26/2021	(1,024.00)	
1130	Core & Main	019793	3/4" Water Meters	N576067	1/26/2021	(1,024.00)	
Total Core & Main							(2,048.00)
1134	Home Depot Credit Services	019675	Home Depot December CC Payment	1282020	1/7/2021	(49.08)	
Total Home Depot Credit Services							(49.08)
1146	Leader Publication	019747	Sludge Removal Bids & Election Dates	00207319	1/20/2021	(226.00)	
1146	Leader Publication	019747	Admin Election Dates	00207601	1/20/2021	(76.00)	
1146	Leader Publication	019747	Dispatcher Position	00207999	1/20/2021	(224.00)	
Total Leader Publication							(526.00)
1147	Leon Uniform	019681	Greg Long Uniform	516193	1/7/2021	(496.33)	
1147	Leon Uniform	019749	Brandon Johnson Uniform	512674-01	1/20/2021	(1,982.42)	
1147	Leon Uniform	019749	Brandon Johnson Uniform	512674-02	1/20/2021	(64.99)	
1147	Leon Uniform	019749	Department Order	514462	1/20/2021	(63.99)	
1147	Leon Uniform	019749	Kayla Boyd Uniform	515148-01	1/20/2021	(126.98)	
1147	Leon Uniform	019749	Kayla Boyd Uniform	516555	1/20/2021	(177.95)	
1147	Leon Uniform	019749	Eickhoff Uniform	516597	1/20/2021	(48.00)	
1147	Leon Uniform	019749	Benjamin Litterall Uniform	517037	1/20/2021	(427.91)	
1147	Leon Uniform	019749	Brandon Johnson Uniform	517072	1/20/2021	(154.98)	
Total Leon Uniform							(3,543.55)
1155	Lucas Smith Dodge	019682	Oil Change & Filters for Dodge 314	638145	1/7/2021	(536.61)	
1155	Lucas Smith Dodge	019802	Engine Ticking on Unit 782	638238	1/26/2021	(6,401.36)	
Total Lucas Smith Dodge							(6,937.97)
1170	Missouri Department of Natural Resources	019804	Sewer Connection Annual Fees	34602105442	1/26/2021	(108.68)	
Total Missouri Department of Natural Resources							(108.68)
1176	Missouri One Call						

1176	Missouri One Call	019754	Locate Fees	0120261	1/20/2021	(43.70)
	<b>Total Missouri One Call</b>					<b>(43.70)</b>
1182	Mettler Toledo	019686	Sewer Maintenance and Calibration	654840978	1/7/2021	(295.65)
	<b>Total Mettler Toledo</b>					<b>(295.65)</b>
1191	Nuway Concrete Forms, INC	019726	Rental Auger to dig large holes	1811987	1/14/2021	(95.00)
1191	Nuway Concrete Forms, INC	019726	Rental Auger for sign holes	1816270	1/14/2021	(64.00)
1191	Nuway Concrete Forms, INC	019726	Concrete Skreed Repair	1824264	1/14/2021	(161.66)
	<b>Total Nuway Concrete Forms, INC</b>					<b>(320.66)</b>
1194	Office Depot	019727	New Printer for Admin.	147281837001	1/14/2021	(399.00)
1194	Office Depot	019806	Nathan Dry Erase Board	147282726001	1/26/2021	(49.59)
	<b>Total Office Depot</b>					<b>(448.59)</b>
1202	Pevely Plaza Auto Parts	019689	Clips to hond in battery	5-922605	1/7/2021	(5.98)
1202	Pevely Plaza Auto Parts	019729	Replacement Radiator Cap Seal	5-923296	1/14/2021	(7.82)
1202	Pevely Plaza Auto Parts	019757	3PK Extruded U-N	5-922598	1/20/2021	(2.99)
1202	Pevely Plaza Auto Parts	019757	3- Pump Drive Belts	5-923616	1/20/2021	(64.17)
	<b>Total Pevely Plaza Auto Parts</b>					<b>(80.96)</b>
1206	Plaza Tire Service	019758	Repair & Patch Rear Tire on Backhoe	15964521	1/20/2021	(167.74)
1206	Plaza Tire Service	019758	2 New Back Tires for Snapper Zero Turn Mower	15964559	1/20/2021	(229.28)
	<b>Total Plaza Tire Service</b>					<b>(397.02)</b>
1208	Praxair Distribution, Inc	019759	Public Works Cylinder Rental Payment	61060773	1/20/2021	(168.40)
1208	Praxair Distribution, Inc	019759	Public Works Cylinder Rental Payment	61060774	1/20/2021	(49.19)
1208	Praxair Distribution, Inc	019759	Public Works Cylinder Rental Payment	61062179	1/20/2021	(141.09)
	<b>Total Praxair Distribution, Inc</b>					<b>(358.68)</b>
1209	Public Water District #7	019690	Water Bill Monthly Payment	12212020	1/7/2021	(17.85)

1209	Public Water District #7	019808	Disconnected/Reconnect November Fees	11312020	1/26/2021	(100.00)
	<b>Total Public Water District #7</b>					<b>(117.85)</b>
1225	Southeast Services Inc	019733	Service Call for Sewer Dept.	10845	1/14/2021	(2,897.43)
	<b>Total Southeast Services Inc</b>					<b>(2,897.43)</b>
1240	St. Louis Testing Lab	019762	Sewer Lab Testing	277150	1/20/2021	(275.00)
	<b>Total St. Louis Testing Lab</b>					<b>(275.00)</b>
1249	MACA	019750	Joann Bates 2021 MACA Dues	1132021	1/20/2021	(60.00)
	<b>Total MACA</b>					<b>(60.00)</b>
1257	USA Bluebook	019695	Hoses & Fittings for Trash Pump	441817	1/7/2021	(613.08)
1257	USA Bluebook	019735	Street Dept. Sanitizing Supplies	451452	1/14/2021	(365.87)
1257	USA Bluebook	019735	Street Dept. Sanitizing Products	452558	1/14/2021	(119.94)
1257	USA Bluebook	019735	Street Dept. Sanitizer Dispenser & Safety Can Cabinet	455000	1/14/2021	(159.98)
	<b>Total USA Bluebook</b>					<b>(1,258.87)</b>
1350	Midwest Radio Systems, INC	019803	Storm Siren Repair	15660	1/26/2021	(225.00)
	<b>Total Midwest Radio Systems, INC</b>					<b>(225.00)</b>
1439	Family Support Payment Center	019665	Family Support Payment Center		1/4/2021	(100.85)
1439	Family Support Payment Center	019699	Family Support Payment Center		1/11/2021	(100.85)
1439	Family Support Payment Center	019738	Family Support Payment Center		1/19/2021	(100.85)
1439	Family Support Payment Center	019769	Family Support Payment Center		1/25/2021	(100.85)
	<b>Total Family Support Payment Center</b>					<b>(403.40)</b>
1442	Pevely Police Association	019770	January 2021 Police Association		1/25/2021	(215.14)
	<b>Total Pevely Police Association</b>					<b>(215.14)</b>
1443	Missouri Dep. Of Revenue	019771	January 2021		1/25/2021	(6,533.00)
	<b>Total Missouri Dep. Of Revenue</b>					<b>(6,533.00)</b>
1519	Bauman Oil	019668	Public Works Fuel	186817	1/7/2021	(576.59)

1519	Bauman Oil	019668	City Hall Fuel	186818	1/7/2021	(484.10)
1519	Bauman Oil	019668	City Hall Fuel	187060	1/7/2021	(534.10)
1519	Bauman Oil	019707	Grease to lub pumps and other items	000003808	1/14/2021	(101.20)
1519	Bauman Oil	019791	City Hall & Public Works Fuel	187214	1/26/2021	(662.60)
1519	Bauman Oil	019791	City Hall Fuel	187378	1/26/2021	(389.34)
1519	Bauman Oil	019791	City Hall Fuel	187427	1/26/2021	(512.12)
1519	Bauman Oil	019791	Public Works Fuel	187433	1/26/2021	(221.49)
1519	Bauman Oil	019791	Public Works Fuel	187681	1/26/2021	(133.07)
1519	Bauman Oil	019791	City Hall Fuel	187682	1/26/2021	(540.08)
	<b>Total Bauman Oil</b>					<b>(4,154.69)</b>
1604	Steve Davis	019734	Judge Davis January Payment	112021-2	1/14/2021	(1,500.00)
	<b>Total Steve Davis</b>					<b>(1,500.00)</b>
1656	Voicepro	019736	City Hall Holiday Schedule for 2021 on the Phones	17633	1/14/2021	(150.00)
	<b>Total Voicepro</b>					<b>(150.00)</b>
1666	JC/MEG	019676	PD JC/MEG 2020-2021 Membership Fees	9172020	1/7/2021	(11,674.00)
	<b>Total JC/MEG</b>					<b>(11,674.00)</b>
1795	Quadient, INC	019691	PD Postage Payment	12272020	1/7/2021	(30.00)
	<b>Total Quadient, INC</b>					<b>(30.00)</b>
1817	Jefferson County Health	019677	City of Pevely November Water Sample	CP1120	1/7/2021	(89.00)
1817	Jefferson County Health	019677	Hunters Glen November Water Sample	HG1120	1/7/2021	(14.00)
1817	Jefferson County Health	019718	Pevely November Water Samples	CP1220	1/14/2021	(89.00)
1817	Jefferson County Health	019718	Hunters Glen November Water Samples	HG1220	1/14/2021	(14.00)
	<b>Total Jefferson County Health</b>					<b>(206.00)</b>
1847	O'Reilly Automotive	019756	De-Icer for Truck Windshields	1995-373460	1/20/2021	(35.88)

							(35.88)
	Total O'Reilly Automotive						
1887	Datamax	019671	Admin Printer Ink	2738213	1/7/2021		(110.76)
1887	Datamax	019671	Water Dept. Ink	2738669	1/7/2021		(54.68)
1887	Datamax	019671	PD Printer Ink	2740493	1/7/2021		(213.00)
1887	Datamax	019712	Court Monthly Printer Payment	L307092026	1/14/2021		(195.81)
1887	Datamax	019712	Water Dept. Monthly Printer Payment	L307093026	1/14/2021		(181.01)
1887	Datamax	019742	Admin Printer Payment	L307091026	1/20/2021		(181.01)
	Total Datamax						(936.27)
2042	John Deere Financial	019719	December John Deer CC Payment	112021	1/14/2021		(2,226.53)
	Total John Deere Financial						(2,226.53)
2159	Associated Engineered System	019667	Remaining Balance for PD Door Project	38830	1/7/2021		(640.00)
	Total Associated Engineered System						(640.00)
2202	Cochran	019741	City Engineer Services	SC6457	1/20/2021		(1,828.75)
2202	Cochran	019741	Riverview Drive Project	SC6463	1/20/2021		(1,742.45)
	Total Cochran						(3,571.20)
2222	Sprint	019812	December Sprint Payment	115250839-091	1/26/2021		(788.42)
	Total Sprint						(788.42)
2265	General Code	019674	Supplement Project	PG000023866	1/7/2021		(997.51)
	Total General Code						(997.51)
2280	Dorlac Sign Co	019714	Park Hours Signs & No Parking Signs for Hardwood Hills	12217	1/14/2021		(1,068.00)
	Total Dorlac Sign Co						(1,068.00)
2303	Thurman Shinn & CO	019764	December Accounting Services	60936	1/20/2021		(10,150.00)
	Total Thurman Shinn & CO						(10,150.00)

2310	Windstream Communications	019816	Windstream Monthly Payment	73424432	1/26/2021	(1,589.84)
	<b>Total Windstream Communications</b>					<b>(1,589.84)</b>
2312	Walmart Community/RFCSLLC	019814	January Walmart CC Payment	1162021	1/26/2021	(92.30)
	<b>Total Walmart Community/RFCSLLC</b>					<b>(92.30)</b>
2330	Waste Management	019696	Waste Management Monthly Payment	6896668-1840-6	1/7/2021	(29,826.20)
2330	Waste Management	019696	9084 Plant Rd. Dumpster Overflowing	6896716-1840-3	1/7/2021	(116.69)
2330	Waste Management	019696	301 Old St. Rd. N Dumpster Overflowing	6896736-1840-1	1/7/2021	(127.39)
	<b>Total Waste Management</b>					<b>(30,070.28)</b>
2331	Wil-Mix Concrete	019815	Concrete for Pinson Project	68111	1/26/2021	(452.00)
	<b>Total Wil-Mix Concrete</b>					<b>(452.00)</b>
2336	MISSOURI DEPT OF REVENUE-TAXATION DIVISION	019724	December Water Dept. Taxes	122020	1/14/2021	(3,207.83)
	<b>Total MISSOURI DEPT OF REVENUE-TAXATION DIVISION</b>					<b>(3,207.83)</b>
2346	ZOBRI	019697	MIP Monthly Payment	INV20387	1/7/2021	(3,291.00)
2346	ZOBRI	019697	Microsoft Exchange 1 year Plan	INV20395	1/7/2021	(1,190.40)
2346	ZOBRI	019767	Dec-Nov. Block of 30 Technical Hours	INV20348	1/20/2021	(3,000.00)
	<b>Total ZOBRI</b>					<b>(7,481.40)</b>
2355	KB INDUSTRIAL SUPPLY LLC	019680	Parts for Hyd Hoses for Snow Plow on 304 Dump Truck	7488	1/7/2021	(289.67)
2355	KB INDUSTRIAL SUPPLY LLC	019720	Gloves for Animal Control	7515	1/14/2021	(38.38)
2355	KB INDUSTRIAL SUPPLY LLC	019800	Paper Towels	7580	1/26/2021	(26.76)
	<b>Total KB INDUSTRIAL SUPPLY LLC</b>					<b>(354.81)</b>
2372	McCain's I-55 Auto Center	019684	Unit 781 Upper Control Arms Replacement	661	1/7/2021	(520.64)
2372	McCain's I-55 Auto Center	019684	Unit 788 Vehicle Overheating	663	1/7/2021	(700.64)
2372	McCain's I-55 Auto Center	019684	Unit 795 Oil Change	680	1/7/2021	(65.82)
2372	McCain's I-55 Auto Center	019684	Unit 782 Oil & Coil Replacement	681	1/7/2021	(181.07)
2372	McCain's I-55 Auto Center	019684	Unit 777 Check Engine Light On	686	1/7/2021	(1,712.53)



2372	McCain's I-55 Auto Center	019684	Unit 779 Front Pass. Window Repair & 690 Front Parking Light	1/7/2021	(189.74)
2372	McCain's I-55 Auto Center	019684	Unit 790 Locked Up Rear End	1/7/2021	(2,372.25)
2372	McCain's I-55 Auto Center	019684	Unit 773 Belt & Pulley's Check	1/7/2021	(269.87)
	<b>Total McCain's I-55 Auto Center</b>				<b>(6,012.56)</b>
2385	MERCY CORPORATE HEALTH	019685	Dispatch New Hire Drug Test	1/7/2021	(51.00)
	<b>Total MERCY CORPORATE HEALTH</b>				<b>(51.00)</b>
2398	LYNN PEAVEY COMPANY	019721	Swabs for PD	1/14/2021	(76.50)
	<b>Total LYNN PEAVEY COMPANY</b>				<b>(76.50)</b>
3012	MACLEA	019722	Matthew Lockett Defensive Tactics Instructor Course	1/14/2021	(400.00)
	<b>Total MACLEA</b>				<b>(400.00)</b>
3013	SHRED-IT USA	019732	City Hall Shredding	1/14/2021	(70.56)
3013	SHRED-IT USA	019761	PD Shredding	1/20/2021	(98.34)
	<b>Total SHRED-IT USA</b>				<b>(168.90)</b>
3118	DENNIS LAW FIRM	019794	Prosecutor for December 17 2020 Trial Docket	1/26/2021	(450.00)
	<b>Total DENNIS LAW FIRM</b>				<b>(450.00)</b>
3142	AMERICAN PROPANE INC	019706	Cylinder Fill	1/14/2021	(110.47)
3142	AMERICAN PROPANE INC	019790	Propane for Crack Sealer	1/26/2021	(138.44)
3142	AMERICAN PROPANE INC	019790	Propane for Crack Sealer	1/26/2021	(69.22)
	<b>Total AMERICAN PROPANE INC</b>				<b>(318.13)</b>
3144	MAJOR CASE SQUAD OF GREATER ST. LOUIS	019723	Miller & Benjamin 2021 Major Case Squad Membership	1/14/2021	(150.00)
3151	<b>Total MAJOR CASE SQUAD OF GREATER ST. LOUIS</b>				<b>(150.00)</b>
3151	RICK CONWAY	019809	Rick Conway Uniform Reimbursement	1/26/2021	(39.08)
3151	RICK CONWAY	019809	Rick Conway Uniform Reimbursement	1/26/2021	(24.37)

Total RICK CONWAY							(63.45)
3155	RCCEEG	019730	PD RCCEEG 2021 Membership	21-031	1/14/2021	(600.00)	
Total RCCEEG							(600.00)
Crystal City Cleaners							
3176		019711	PD Dry Cleaning	06490	1/14/2021	(111.50)	
Total Crystal City Cleaners							(111.50)
REUTHER FORD							
3207		019692	New Washer Fluid Reservoir for Street Dept.	5141822	1/7/2021	(94.44)	
Total REUTHER FORD							(94.44)
MSU OUTREACH, ATTN: BELINDA PEARSON							
3208		019805	Ashton & Linda MOCFOA Training	1252021	1/26/2021	(410.00)	
Total MSU OUTREACH, ATTN: BELINDA PEARSON							(410.00)
Pavement Maintenance Products							
3210		019728	Heat Torch for Crack Sealing	2101-034159	1/14/2021	(314.00)	
Total Pavement Maintenance Products							(314.00)
Duggan Law Firm LLC							
3225		019715	Prosecuting Attorney January Payment	802	1/14/2021	(2,000.00)	
Total Duggan Law Firm LLC							(2,000.00)
Missouri State Highway Patrol Info & Comm Tech Division							
3350		019725	MSHP Mules Jan - Feb Charges	812HP03201940 7	1/14/2021	(210.00)	
Total Missouri State Highway Patrol Info & Comm Tech Division							(210.00)
Jacob Pind							
3360		019744	Jacob Pind Uniform Reimbursement	1142021	1/20/2021	(231.81)	
3360		019798	Jake Pind Uniform Reimbursement	1142021-2	1/26/2021	(157.50)	
Total Jacob Pind							(389.31)
Environmental Products & Access., LLC							
3361		019795	Sewer Cleaning Tools	249925	1/26/2021	(706.72)	
Total Environmental Products & Access., LLC							(706.72)
Nicholas Sargent							
3368		019755	Nicholas Sargent Uniform Reimbursement	182021	1/20/2021	(144.09)	
Total Nicholas Sargent							(144.09)

3370	International Association for Property and Evidence, Inc.	019717	IAPE 2021 Membership for Greg Long	M21-C102541	1/14/2021	(50.00)
	<b>Total International Association for Property and Evidence, Inc.</b>					<b>(50.00)</b>
3376	Dan Smith's Plumbing, Inc.	019670	Fifth & Walnut Hydrant Repair	2321	1/7/2021	(646.50)
3376	Dan Smith's Plumbing, Inc.	019670	101 Walnut Meter Leak Repair	2334	1/7/2021	(605.00)
	<b>Total Dan Smith's Plumbing, Inc.</b>					<b>(1,251.50)</b>
3378	Ronald Ebmeier	019693	Ron Ebmeier Uniform Reimbursement	12292020	1/7/2021	(99.99)
	<b>Total Ronald Ebmeier</b>					<b>(99.99)</b>
3395	County of Jefferson, Missouri ATTN: Treasurer	019710	2020 Pictometry Services Installment	162021	1/14/2021	(1,670.00)
3395	County of Jefferson, Missouri ATTN: Treasurer	019710	Inpound Fees for Animal Control	649587	1/14/2021	(53.00)
	<b>Total County of Jefferson, Missouri ATTN: Treasurer</b>					<b>(1,723.00)</b>
3416	The First Impression	019813	Public Works Shirts	21005	1/26/2021	(1,257.25)
	<b>Total The First Impression</b>					<b>(1,257.25)</b>
3449	Cost Cutter Snowplows and Equipment	019709	Snow Plow Rubber Blades for 1 Ton Trucks	2233	1/14/2021	(1,472.64)
	<b>Total Cost Cutter Snowplows and Equipment</b>					<b>(1,472.64)</b>
3453	Brda Electric	019792	Lighting for Sewer Plant	13926	1/26/2021	(9,725.00)
	<b>Total Brda Electric</b>					<b>(9,725.00)</b>
3472	Merry Maids	019752	12/7 City Hall Weekly Cleaning	63761638	1/20/2021	(275.00)
3472	Merry Maids	019752	12/14 City Hall Weekly Cleaning	63907349	1/20/2021	(275.00)
3472	Merry Maids	019752	12/21 City Hall Weekly Cleaning	64060786	1/20/2021	(275.00)
3472	Merry Maids	019752	12/28 City Hall Weekly Cleaning	64188090	1/20/2021	(275.00)
	<b>Total Merry Maids</b>					<b>(1,100.00)</b>
3474	Scott Barker	019694	Scott Barker Uniform Reimbursement	12302020	1/7/2021	(60.82)
	<b>Total Scott Barker</b>					<b>(60.82)</b>
3482	Triton Training Group	019766	PD Armorer Classes	1274	1/20/2021	(1,600.00)

<b>Total Triton Training Group</b>					<b>(1,600.00)</b>
3498	OnSite	019688	Pevely Park Portable Toilet Weekly Cleaning	0001059037	1/7/2021 (157.73)
3498	OnSite	019688	Glenwood Park Portable Toilet Weekly Cleaning	0001059038	1/7/2021 (157.73)
3498	OnSite	019807	Pevely Park Portable Toilet Weekly Cleaning	0001071676	1/26/2021 (157.73)
3498	OnSite	019807	Ellis Beige Potrable Toilet Weekly Cleaning	0001071677	1/26/2021 (157.73)
	<b>Total OnSite</b>				<b>(630.92)</b>
3538	Key Equipment STL	019801	Sweeper Repair	160588	1/26/2021 (4,815.81)
	<b>Total Key Equipment STL</b>				<b>(4,815.81)</b>
3541	Shi International Corp	019760	LED Monitors for PD	B12877135	1/20/2021 (315.81)
3541	Shi International Corp	019810	PD Tablets	B12880932	1/26/2021 (2,760.80)
	<b>Total Shi International Corp</b>				<b>(3,076.61)</b>
3557	Davis Trailer Sales, Inc	019713	Mini Trailer Repair	182021	1/14/2021 (214.85)
	<b>Total Davis Trailer Sales, Inc</b>				<b>(214.85)</b>
3560	Lacal Equipment, Inc	019746	Brooms for Street Department	0335827-IN	1/20/2021 (1,494.00)
	<b>Total Lacal Equipment, Inc</b>				<b>(1,494.00)</b>
3566	Guardian	019797	February Guardian Payment	1152021	1/26/2021 (1,851.76)
	<b>Total Guardian</b>				<b>(1,851.76)</b>
3567	MarXam LLC	019683	City Hall Postage Machine Maintenance 2/1/2021-4/30/2021	60903	1/7/2021 (30.00)
	<b>Total MarXam LLC</b>				<b>(30.00)</b>
3595	Midtown Home Improvement	019753	Deck Permit Regund	1192021-4	1/20/2021 (50.00)
	<b>Total Midtown Home Improvement</b>				<b>(50.00)</b>
3619	Joe Decker	019679	Joe Decker Uniform Reimbursement	12282020	1/7/2021 (129.52)

3624	<b>Total Joe Decker</b>						(129.52)
	Robert K. Sweeney, L.L.C.	019731	Dec. City Attorney Payment	152021	1/14/2021		(8,595.00)
3656	<b>Total Robert K. Sweeney, L.L.C.</b>						(8,595.00)
	T. Drury Contracting, Inc.	019763	Riverview Drive Roadway Improvements	12152020	1/20/2021		(261,732.45)
	<b>Total T. Drury Contracting, Inc.</b>						(261,732.45)
3664	First Responder Grants, LLC	019673	PD Annual Grant Services Package	AGSP-010421	1/7/2021		(1,500.00)
	<b>Total First Responder Grants, LLC</b>						(1,500.00)
3665	Glenlo Awning and Window	019743	Deck Permit Refund	1192021	1/20/2021		(50.00)
	<b>Total Glenlo Awning and Window</b>						(50.00)
3666	Jarred Engelback	019745	Jarred Engelback Shed Permit Refund	1192021-2	1/20/2021		(50.00)
3666	Jarred Engelback	019799	Jarred Engelback Electrical Deposit Refund	1262021	1/26/2021		(40.00)
	<b>Total Jarred Engelback</b>						(90.00)
3667	Legal & Liability Risk Management Institute	019748	Brian Benjamin Public Safety Seminar	213004	1/20/2021		(295.00)
	<b>Total Legal &amp; Liability Risk Management Institute</b>						(295.00)
3668	Megan & Emily Construction	019751	Remodel Permit Refund	1192021-3	1/20/2021		(150.00)
3669	Tracey Ward	019765	Tracey Ward Pool Permit Refund	1202021	1/20/2021		(150.00)
	<b>Total Tracey Ward</b>						(50.00)
3670	SimonCRE Carp XVII, LLC	019811	SimonCRE Building Permit Refund	1262021-2	1/26/2021		(500.00)
	<b>Total SimonCRE Carp XVII, LLC</b>						(500.00)
	<b>Report Transaction Totals</b>						(436,233.41)

## **January 2021**

- Contractors Licenses: 17
- Business Licenses: 57
- Liquor Licenses: 0
- ATV Permits: 14
- Voter Registrations: 0
- Sunshine Requests: 2
- Solicitation Permits: 0
- Hired Employees: 1
- Termed Employees: 1
- Animal Registrations: 13
- Work Orders: 1
- Admin Overtime Hours Worked: 39.375 Hours Total
- Income by Source:
  - Gross Receipts - \$16,193.13
  - E911 Tax - \$4,786.63
  - Animal Control - \$32.50
  - Miscellaneous – General Revenue - \$733.40
  - Contractor's Licenses - \$862
  - Merchant Licenses - \$30,257.90
  - Surplus Property Sales - \$0
  - Vacant Building Registrations - \$400
  - Reimbursements - \$520





January 2021

## MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. **Complete a report** each month even if there has not been any court activity.

<b>I. COURT INFORMATION</b>		Contact information same as last report <input checked="" type="checkbox"/>	
Municipality:	PEVELY	Reporting Period: <b>JANUARY 2021</b>	
Mailing Address: 401 MAIN STREET PEVELY, MO. 63070		Software Vendor: Information Technology, Inc.	
Physical Address: 401 MAIN STREET PEVELY, MO 63070		County: JEFFERSON	Circuit: 23
Telephone Number: ( 636 ) 475-3355		Fax Number: ( 636 ) 224-2741	
Prepared by: GASSEL, DANA M	E-mail Address: dgassel@cityofpevely.org		iNotes: [ ]
Municipal Judge(s): STEVEN M DAVIS / R.SCOTT HARNESS		Prosecuting Attorney: THOMAS P DUGGAN JR, / PHILIP DENNIS	
<b>II. MONTHLY CASELOAD INFORMATION</b>			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases(citations / informations) pending at start of month	250	5401	1518
B. Cases(citations / informations) filed	0	43	6
C. Cases(citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	43	6
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	10	0
6. dismissed by court	0	3	1
7. nolle prosequi	0	0	0
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	56	7
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	250	5388	1517
E. Trial de Novo and / or appeal applications filed	0	0	0
<b>III. WARRANT INFORMATION (pre- &amp; post-disposition)</b>		<b>IV. PARKING TICKETS</b>	
1. # Issued during reporting period	7	# Issued during period	0
2. # Served/withdrawn during reporting period	6	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	799		

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: <b>PEVELY</b>	Reporting Period: <b>JANUARY 2021</b>	
<b>V. DISBURSEMENTS</b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other disbursements cont.</b>	
Fines - Excess Revenue	\$ 5,293.00		
Clerk Fee - Excess Revenue	\$ 429.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 14.82		
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		
<b>Total Excess Revenue</b>	<b>\$ 5,736.82</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$ 3,107.50		
Clerk Fee - Other	\$ 143.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$ 52.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$ 52.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid To State	\$ 370.24		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 4.94		
Law Enforcement Training (LET) Fund surcharge	\$ 104.00		
Domestic Violence Shelter surcharge	\$ 0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$ 104.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$ 156.00		
Restitution	\$ 0.00		
Parking ticket revenue (including penalties)	\$ 0.00		
Bond forfeitures (paid to city) - Other	\$ 0.00		
<b>Total Other Revenue</b>	<b>\$ 4,093.68</b>		
<b>Other disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs		<b>Total Other disbursements</b>	\$ 81.00
		<b>Total Disbursements of Costs, Fees, Surcharges, and Bonds Forfeited</b>	\$ 9,911.50
ADMIN FEE FOR CREDIT CARDS - Other	\$ 37.00	Bond refunds	\$ 0.00
ADMIN FEE FOR CREDIT CARDS - Excess	\$ 44.00	<b>Total Disbursements</b>	<b>\$ 9,911.50</b>



**CITY OF PEVELY, MISSOURI**

**FINANCIAL STATEMENTS**

**December 31, 2020**

**Thurman, Shinn & Company**  
**Certified Public Accountants**

**315 North Washington Street**  
**Farmington, MO 63640**  
**Office: 573-760-9400**  
**Fax: 573-760-0101**

**334 North State Street, Ste. A**  
**Desloge, MO 63601**  
**Office: 573-432-4240**  
**Fax: 573-431-7708**



To Management  
City of Pevely, Missouri  
Pevely, Missouri 63070

Management is responsible for the accompanying financial statement of the City of Pevely, Missouri for the twelve months ended December 31, 2020, which comprise the departmental budget summary-budget basis, and for determining that the budget basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statement.

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

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

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

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

  
Thurman, Shinn & Company  
Certified Public Accountants

Farmington, MO  
January 28, 2021

**CITY OF PEVELY, MISSOURI  
DEPARTMENTAL BUDGET SUMMARY-BUDGET BASIS  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020  
(SEE ACCOUNTANTS' COMPILATION REPORT)**



	Year to Date	Budget	Variance	% of Budget
<b>General Fund</b>				
<b>Revenue</b>				
Court	\$ 71,802	\$ 70,000	\$ 1,802	102.57%
Administration	2,824,834	2,789,850	34,984	101.25%
Police	145,076	151,000	(5,924)	96.08%
Dispatch	22,616	28,000	(5,384)	80.77%
Code Enforcement	38,805	36,650	2,155	105.88%
Animal Control	2,372	1,250	1,122	189.76%
Sanitation	380,665	367,000	13,665	103.72%
Park	5,323	9,050	(3,727)	58.82%
Total Revenue	3,491,493	3,452,800	38,693	101.12%
<b>Expenditures</b>				
Court	130,254	142,939	(12,685)	91.13%
Prosecutor	43,187	53,000	(9,813)	81.48%
Administration	648,458	690,178	(41,720)	93.96%
Police	1,758,514	1,724,766	33,748	101.96%
Dispatch	486,364	495,286	(8,922)	98.20%
Code Enforcement	199,104	214,131	(15,027)	92.98%
Animal Control	72,793	76,084	(3,291)	95.67%
Sanitation	357,847	367,000	(9,153)	97.51%
Park	30,059	28,050	2,009	107.16%
Total Expenditures	3,726,580	3,791,434	(64,854)	98.29%
Revenue Over (Under) Expenditures	\$ (235,087)	\$ (338,634)	\$ 103,547	
<b>City Transportation Fund</b>				
Revenue	\$ 800,318	\$ 785,100	\$ 15,218	101.94%
Expenditures	889,597	945,805	(56,208)	94.06%
Revenue Over (Under) Expenditures	\$ (89,279)	\$ (160,705)	\$ 71,426	
<b>County Road Improvement Fund</b>				
Revenue	\$ 350,932	\$ 330,000	\$ 20,932	106.34%
Expenditures	179,044	311,111	(132,067)	57.55%
Revenue Over (Under) Expenditures	\$ 171,888	\$ 18,889	\$ 152,999	

**CITY OF PEVELY, MISSOURI  
DEPARTMENTAL BUDGET SUMMARY-BUDGET BASIS  
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020  
(SEE ACCOUNTANTS' COMPILATION REPORT)**

	Year to Date	Budget	Variance	% of Budget
<b>NID Fund</b>				
Revenue	\$ 285,538	\$ 326,406	\$ (40,868)	87.48%
Expenditures	<u>430,781</u>	<u>440,381</u>	<u>(9,600)</u>	97.82%
Revenue Over (Under) Expenditures	<u>\$ (145,243)</u>	<u>\$ (113,975)</u>	<u>\$ (31,268)</u>	
<b>City Hall Fund</b>				
Revenue	\$ 359,888	\$ 345,400	\$ 14,488	104.19%
Expenditures	<u>282,789</u>	<u>268,237</u>	<u>14,552</u>	105.43%
Revenue Over (Under) Expenditures	<u>\$ 77,099</u>	<u>\$ 77,163</u>	<u>\$ (64)</u>	
<b>Water Fund</b>				
Revenue	\$ 956,306	\$ 950,500	\$ 5,806	100.61%
Expenditures	<u>1,029,231</u>	<u>1,111,076</u>	<u>(81,845)</u>	92.63%
Revenue Over (Under) Expenditures	<u>\$ (72,925)</u>	<u>\$ (160,576)</u>	<u>\$ 87,651</u>	
<b>Sewer Fund</b>				
Revenue	\$ 1,621,820	\$ 1,603,000	\$ 18,820	101.17%
Expenditures	<u>1,002,065</u>	<u>1,056,819</u>	<u>(54,754)</u>	94.82%
Revenue Over (Under) Expenditures	<u>\$ 619,755</u>	<u>\$ 546,181</u>	<u>\$ 73,574</u>	







## **SUPPLEMENTAL INFORMATION**

**City of Pevely**  
**Operating and Debt Service Account Balances**

	<u>12/31/20</u>
<b>General Fund</b>	
General Fund Checking	\$ 152,262
Protested Taxes	3,790
Police Training	52,206
Parks and Recreation	40,676
Tax Accumulative	22,780
Gross Receipts	733,638
911	24,137
Inmate Security	23,853
Tourism Tax	70,503
Credit Card Savings/CD	11,101
	<u>1,134,946</u>
<b>City Transportation Fund</b>	<b>1,043,288</b>
<b>County Road Improvement Fund</b>	
Operating Checking	(18,661)
Due From Jefferson County	1,142,857
	<u>1,124,196</u>
<b>NID Fund</b>	<b>187,444</b>
<b>City Hall Fund</b>	<b>608,961</b>
<b>Water Fund</b>	
Operating Checking-Water	2,374,530
Reserve & Replacement Account	515,821
Water Deposit Account	145,911
	<u>3,036,262</u>
<b>Sewer Fund</b>	
Operating Checking-Sewer	5,118,983
Sewer Deposit Account	19,909
	<u>5,138,892</u>
<b>Storm Water Fund</b>	<u>13,986</u>
<b>Total Operating Account Balances</b>	<u><u>\$ 12,287,975</u></u>



See Accountants' Compilation Report

## GENERAL SALES TAX

Apply to:	20 FY	19 FY	18 FY	17 FY	16 FY
January	51,995	45,611	38,209	55,897	65,452
February	41,287	41,285	40,340	36,522	35,207
March	67,296	61,196	59,723	55,720	59,519
April	54,836	57,170	56,757	46,764	52,214
May	41,202	33,182	40,090	39,618	32,604
June	65,607	66,702	56,356	52,229	63,485
July	76,397	59,879	66,162	66,927	43,993
August	52,559	43,090	47,195	29,968	29,989
September	81,879	74,190	65,958	76,627	73,333
October	68,826	56,503	56,570	55,004	50,580
November	49,705	37,315	51,567	36,408	36,536
December	61,604	62,753	63,750	75,289	44,036

Total                      713,193                      638,876                      642,677                      626,972                      586,949

\$ Change                      74,317                      (3,801)                      15,704                      40,024

% Change                      11.63%                      -0.59%                      2.50%                      6.82%



See Accountants' Compilation Report

**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
10 - Municipal Court  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Court Fines & Costs	71,802.29	70,000.00	1,802.29	2.57%
Total Revenue	71,802.29	70,000.00	1,802.29	2.57%
Expense				
Salaries & Wages	51,385.14	53,000.00	1,614.86	3.05%
Group Insurance	13,577.52	13,600.00	22.48	0.17%
Lagers	10,432.01	10,759.00	326.99	3.04%
Payroll Taxes	3,873.77	4,055.00	181.23	4.47%
Uniforms	77.37	0.00	(77.37)	0.00%
Drug Test	85.00	100.00	15.00	15.00%
Provisional Judge	18,400.00	18,000.00	(400.00)	(2.22)%
Supplies	990.65	1,100.00	109.35	9.94%
Miscellaneous	197.80	200.00	2.20	1.10%
O&M Materials	260.73	2,500.00	2,239.27	89.57%
Small Equipment	2,686.22	4,000.00	1,313.78	32.84%
Computer Service	23,122.41	24,000.00	877.59	3.66%
Dues	208.50	200.00	(8.50)	(4.25)%
Training	123.84	1,625.00	1,501.16	92.38%
Equipment Repairs	0.00	200.00	200.00	100.00%
Other Service & Charges	423.22	2,200.00	1,776.78	80.76%
Postage	578.38	1,400.00	821.62	58.69%
Utilities	3,830.97	6,000.00	2,169.03	36.15%
Total Expense	130,253.53	142,939.00	12,685.47	8.87%
Net Revenue over (under) Expenses	(58,451.24)	(72,939.00)	14,487.76	(19.86)%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
11 - Prosecutor  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Expense				
Prosecutor	24,000.00	27,000.00	3,000.00	11.11%
Assistant Prosecutor	13,830.00	20,000.00	6,170.00	30.85%
Supplies	437.74	1,000.00	562.26	56.23%
O&M Materials	3.16	0.00	(3.16)	0.00%
Small Equipment	758.92	750.00	(8.92)	(1.19)%
Computer Service	3,885.05	2,500.00	(1,385.05)	(55.40)%
Dues	213.50	1,000.00	786.50	78.65%
Training	0.00	250.00	250.00	100.00%
Postage	59.09	500.00	440.91	88.18%
Total Expense	<u>43,187.46</u>	<u>53,000.00</u>	<u>9,812.54</u>	<u>18.51%</u>
Net Revenue over (under) Expenses	<u>(43,187.46)</u>	<u>(53,000.00)</u>	<u>9,812.54</u>	<u>(18.51)%</u>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
15 - Administration  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	713,192.59	695,000.00	18,192.59	2.62%
Gen Revenue Tax	942,802.65	950,000.00	(7,197.35)	(0.76)%
Gross Receipts Fee	800,963.30	825,000.00	(24,036.70)	(2.91)%
Auto Stickers	447.00	150.00	297.00	198.00%
Liquor License Fee	6,150.00	6,000.00	150.00	2.50%
Merchant's License	77,538.26	70,000.00	7,538.26	10.77%
Vending License	829.00	100.00	729.00	729.00%
Grant Income	37,691.64	0.00	37,691.64	0.00%
Interest Income	16,153.87	16,000.00	153.87	0.96%
Reimbursements	10,059.22	15,000.00	(4,940.78)	(32.94)%
Miscellaneous Revenue	18,414.20	14,000.00	4,414.20	31.53%
Utility PILOT	200,592.00	198,600.00	1,992.00	1.00%
<b>Total Revenue</b>	<b>2,824,833.73</b>	<b>2,789,850.00</b>	<b>34,983.73</b>	<b>1.25%</b>
<b>Expense</b>				
Salaries & Wages	79,979.55	84,000.00	4,020.45	4.79%
Group Insurance	13,320.94	14,000.00	679.06	4.85%
Lagers	10,953.90	17,052.00	6,098.10	35.76%
Payroll Taxes	7,410.48	6,426.00	(984.48)	(15.32)%
Uniforms	232.11	500.00	267.89	53.58%
Drug Test	110.50	200.00	89.50	44.75%
Engineering Fees	3,205.42	5,000.00	1,794.58	35.89%
Auditing & Accounting	62,078.29	86,000.00	23,921.71	27.82%
Supplies	1,787.09	3,800.00	2,012.91	52.97%
Gas & Oil	32.12	350.00	317.88	90.82%
Miscellaneous	3,110.51	7,500.00	4,389.49	58.53%
O&M Materials	2,594.36	10,000.00	7,405.64	74.06%
Small Equipment	6,589.04	9,500.00	2,910.96	30.64%
Advertising	2,557.56	3,500.00	942.44	26.93%
Building Maintenance	244.30	2,000.00	1,755.70	87.78%
Computer Service	31,324.19	24,000.00	(7,324.19)	(30.52)%
Dues	11,032.10	5,500.00	(5,532.10)	(100.58)%
Election Expenses	2,341.46	3,000.00	658.54	21.95%
Training	2,236.80	3,250.00	1,013.20	31.18%
Equipment Repairs	790.00	2,500.00	1,710.00	68.40%
Insurance	129,315.29	118,000.00	(11,315.29)	(9.59)%
Legal	46,872.25	50,000.00	3,127.75	6.26%
Other Service & Charges	12,746.52	14,000.00	1,253.48	8.95%
Postage	2,243.33	3,000.00	756.67	25.22%
Cleaning	8,538.19	6,000.00	(2,538.19)	(42.30)%
Utilities	6,143.48	11,000.00	4,856.52	44.15%
Vehicle Maintenance	75.74	1,500.00	1,424.26	94.95%
Transfer Out	200,592.00	198,600.00	(1,992.00)	(1.00)%
<b>Total Expense</b>	<b>648,457.52</b>	<b>690,178.00</b>	<b>41,720.48</b>	<b>6.04%</b>
<b>Net Revenue over (under) Expenses</b>	<b>2,176,376.21</b>	<b>2,099,672.00</b>	<b>76,704.21</b>	<b>3.65%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
20 - Police  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Prisoner Revenue	54,000.00	54,000.00	0.00	0.00%
Court Fines & Costs	459.50	0.00	459.50	0.00%
Grant Income	10,856.04	16,200.00	(5,343.96)	(32.99)%
Interest Income	99.21	100.00	(0.79)	(0.79)%
Police Reports	2,537.00	2,500.00	37.00	1.48%
Loan and Lease Proceeds	77,124.10	78,200.00	(1,075.90)	(1.38)%
<b>Total Revenue</b>	<b>145,075.85</b>	<b>151,000.00</b>	<b>(5,924.15)</b>	<b>(3.92)%</b>
<b>Expense</b>				
Salaries & Wages	862,128.53	845,845.00	(16,283.53)	(1.93)%
Group Insurance	166,598.49	163,000.00	(3,598.49)	(2.21)%
Lagers	145,920.88	153,379.00	7,458.12	4.86%
Payroll Taxes	64,631.69	62,412.00	(2,219.69)	(3.56)%
Uniforms	19,417.86	23,000.00	3,582.14	15.57%
Drug Test	834.00	300.00	(534.00)	(178.00)%
Supplies	552.63	2,000.00	1,447.37	72.37%
Ammunition	6,523.34	7,000.00	476.66	6.81%
Gas & Oil	24,734.98	22,000.00	(2,734.98)	(12.43)%
Small Tools & Equipment	2,383.05	2,500.00	116.95	4.68%
Miscellaneous	220.70	750.00	529.30	70.57%
O&M Materials	9,373.58	10,000.00	626.42	6.26%
Small Equipment	9,238.85	5,000.00	(4,238.85)	(84.78)%
Advertising	705.50	500.00	(205.50)	(41.10)%
Public Relations Material	4,093.09	5,000.00	906.91	18.14%
Building Maintenance	3,127.91	3,000.00	(127.91)	(4.26)%
Computer Service	57,469.72	57,400.00	(69.72)	(0.12)%
Dues	1,094.35	1,500.00	405.65	27.04%
Drug Enforcement	11,674.00	12,000.00	326.00	2.72%
Training	9,697.32	7,500.00	(2,197.32)	(29.30)%
Equipment Repairs	9,070.51	5,000.00	(4,070.51)	(81.41)%
Prisoner Expense	1,190.90	10,000.00	8,809.10	88.09%
Legal	90.00	5,000.00	4,910.00	98.20%
Other Service & Charges	686.54	1,000.00	313.46	31.35%
Postage	908.04	1,200.00	291.96	24.33%
Cleaning	2,901.63	2,000.00	(901.63)	(45.08)%
Utilities	129,830.26	110,000.00	(19,830.26)	(18.03)%
Vehicle Maintenance	52,415.44	45,000.00	(7,415.44)	(16.48)%
Loan Payments	51,219.79	51,700.00	480.21	0.93%
Capital Equipment	109,779.96	109,780.00	0.04	0.00%
<b>Total Expense</b>	<b>1,758,513.54</b>	<b>1,724,766.00</b>	<b>(33,747.54)</b>	<b>(1.96)%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(1,613,437.69)</b>	<b>(1,573,766.00)</b>	<b>(39,671.69)</b>	<b>2.52%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
21 - Dispatch  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
911 Emergency Tele Tax	22,615.70	28,000.00	(5,384.30)	(19.23)%
Total Revenue	22,615.70	28,000.00	(5,384.30)	(19.23)%
Expense				
Salaries & Wages	178,206.96	182,500.00	4,293.04	2.35%
Group Insurance	37,081.47	36,000.00	(1,081.47)	(3.00)%
Lagers	34,424.23	40,093.00	5,668.77	14.14%
Payroll Taxes	13,700.89	15,109.00	1,408.11	9.32%
Uniforms	580.78	1,000.00	419.22	41.92%
Drug Test	204.00	100.00	(104.00)	(104.00)%
Miscellaneous	39.65	0.00	(39.65)	0.00%
O&M Materials	2,964.88	4,000.00	1,035.12	25.88%
Small Equipment	5,126.62	6,000.00	873.38	14.56%
Advertising	2,545.00	0.00	(2,545.00)	0.00%
Computer Service	1,242.30	0.00	(1,242.30)	0.00%
Software Licensing	13,284.00	10,000.00	(3,284.00)	(32.84)%
Dues	8.50	0.00	(8.50)	0.00%
Training	1,682.89	1,000.00	(682.89)	(68.29)%
Equipment Repairs	2,191.79	3,000.00	808.21	26.94%
Other Service & Charges	131.82	0.00	(131.82)	0.00%
Utilities	31,463.57	35,000.00	3,536.43	10.10%
Capital Equipment	161,484.38	161,484.00	(0.38)	(0.00)%
Total Expense	486,363.73	495,286.00	8,922.27	1.80%
Net Revenue over (under) Expenses	(463,748.03)	(467,286.00)	3,537.97	(0.76)%





**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
25 - Code Enforcement  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Occupancy Permit Fees	926.00	0.00	926.00	0.00%
Contractors License	6,062.00	5,000.00	1,062.00	21.24%
Building Permits	22,771.58	25,000.00	(2,228.42)	(8.91)%
P&Z & B of A Fees	706.00	150.00	556.00	370.67%
Occupancy Permit	8,039.00	3,500.00	4,539.00	129.69%
Security Dep-Building Permit	(500.00)	0.00	(500.00)	0.00%
Code Violation Revenue	0.00	3,000.00	(3,000.00)	(100.00)%
Vacant Building Fee	800.00	0.00	800.00	0.00%
<b>Total Revenue</b>	<b>38,804.58</b>	<b>36,650.00</b>	<b>2,154.58</b>	<b>5.88%</b>
<b>Expense</b>				
Salaries & Wages	79,355.97	82,800.00	3,444.03	4.16%
Group Insurance	20,198.53	20,500.00	301.47	1.47%
Lagers	13,121.10	16,808.00	3,686.90	21.94%
Payroll Taxes	6,202.44	6,334.00	131.56	2.08%
Uniforms	477.35	800.00	322.65	40.33%
Drug Test	51.00	200.00	149.00	74.50%
Engineering Fees	4,735.00	7,500.00	2,765.00	36.87%
Supplies	1,478.23	1,000.00	(478.23)	(47.82)%
Gas & Oil	1,179.83	2,000.00	820.17	41.01%
Miscellaneous	369.92	500.00	130.08	26.02%
O&M Materials	2,201.16	3,000.00	798.84	26.63%
Small Equipment	3,994.35	5,000.00	1,005.65	20.11%
Advertising	1,819.72	2,000.00	180.28	9.01%
Building Maintenance	93.62	300.00	206.38	68.79%
Computer Service	14,252.10	12,500.00	(1,752.10)	(14.02)%
Dues	507.50	500.00	(7.50)	(1.50)%
Training	1,730.67	3,000.00	1,269.33	42.31%
Equipment Repairs	39.88	1,000.00	960.12	96.01%
Legal	630.00	0.00	(630.00)	0.00%
Other Service & Charges	7,170.37	5,500.00	(1,670.37)	(30.37)%
Postage	578.38	1,500.00	921.62	61.44%
Cleaning	2,085.85	2,000.00	(85.85)	(4.29)%
Utilities	5,863.55	6,000.00	136.45	2.27%
Vehicle Maintenance	2,413.23	2,000.00	(413.23)	(20.66)%
Code Violation Expense	165.00	3,000.00	2,835.00	94.50%
Capital Equipment	28,389.00	28,389.00	0.00	0.00%
<b>Total Expense</b>	<b>199,103.75</b>	<b>214,131.00</b>	<b>15,027.25</b>	<b>7.02%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(160,299.17)</b>	<b>(177,481.00)</b>	<b>17,181.83</b>	<b>(9.68)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
29 - Animal Control  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Animal Control	<u>2,371.50</u>	<u>1,250.00</u>	<u>1,121.50</u>	<u>89.72%</u>
Total Revenue	<u>2,371.50</u>	<u>1,250.00</u>	<u>1,121.50</u>	<u>89.72%</u>
Expense				
Salaries & Wages	35,332.32	35,900.00	567.68	1.58%
Group Insurance	10,136.42	10,400.00	263.58	2.53%
Lagers	7,163.79	7,288.00	124.21	1.70%
Payroll Taxes	2,720.08	2,746.00	25.92	0.94%
Uniforms	25.83	400.00	374.17	93.54%
Drug Test	0.00	100.00	100.00	100.00%
Supplies	223.26	800.00	576.74	72.09%
Gas & Oil	465.12	1,100.00	634.88	57.72%
Miscellaneous	60.09	200.00	139.91	69.95%
Euthenasia	1,299.30	1,500.00	200.70	13.38%
O&M Materials	1,467.05	1,600.00	132.95	8.31%
Small Equipment	982.80	1,300.00	317.20	24.40%
Building Maintenance	263.53	600.00	336.47	56.08%
Computer Service	5,787.29	1,300.00	(4,487.29)	(345.18)%
Dues	8.50	50.00	41.50	83.00%
Training	139.10	500.00	360.90	72.18%
Equipment Repairs	0.00	200.00	200.00	100.00%
Other Service & Charges	295.92	500.00	204.08	40.82%
Postage	179.13	600.00	420.87	70.14%
Utilities	6,115.36	8,000.00	1,884.64	23.56%
Vehicle Maintenance	<u>336.92</u>	<u>1,000.00</u>	<u>663.08</u>	<u>66.31%</u>
Total Expense	<u>73,001.81</u>	<u>76,084.00</u>	<u>3,082.19</u>	<u>4.05%</u>
Net Revenue over (under) Expenses	<u>(70,630.31)</u>	<u>(74,834.00)</u>	<u>4,203.69</u>	<u>(5.62)%</u>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
35 - Sanitation  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sanitation Trash Service	<u>380,665.43</u>	<u>367,000.00</u>	<u>13,665.43</u>	<u>3.72%</u>
Total Revenue	<u>380,665.43</u>	<u>367,000.00</u>	<u>13,665.43</u>	<u>3.72%</u>
Expense				
Trash Hauling Service	<u>357,847.02</u>	<u>367,000.00</u>	<u>9,152.98</u>	<u>2.49%</u>
Total Expense	<u>357,847.02</u>	<u>367,000.00</u>	<u>9,152.98</u>	<u>2.49%</u>
Net Revenue over (under) Expenses	<u>22,818.41</u>	<u>0.00</u>	<u>22,818.41</u>	<u>0.00%</u>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
40 - Parks  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Pavillion Fee	710.00	500.00	210.00	42.00%
Festival Income	4,038.50	5,000.00	(961.50)	(19.23)%
Other Activities	554.00	3,500.00	(2,946.00)	(84.17)%
Interest Income	20.57	50.00	(29.43)	(58.86)%
<b>Total Revenue</b>	<b>5,323.07</b>	<b>9,050.00</b>	<b>(3,726.93)</b>	<b>(41.18)%</b>
<b>Expense</b>				
Gas & Oil	0.00	200.00	200.00	100.00%
Miscellaneous	60.00	100.00	40.00	40.00%
O&M Materials	4,649.87	3,500.00	(1,149.87)	(32.85)%
Small Equipment	0.00	250.00	250.00	100.00%
Projects	0.00	250.00	250.00	100.00%
Building Maintenance	1,604.56	2,500.00	895.44	35.82%
Festival Expense	17,629.77	20,000.00	2,370.23	11.85%
Other Activities	5,374.47	0.00	(5,374.47)	0.00%
Utilities	740.10	1,250.00	509.90	40.79%
<b>Total Expense</b>	<b>30,058.77</b>	<b>28,050.00</b>	<b>(2,008.77)</b>	<b>(7.16)%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(24,735.70)</b>	<b>(19,000.00)</b>	<b>(5,735.70)</b>	<b>30.19%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
20 - City Transportation  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	408,195.06	399,000.00	9,195.06	2.30%
Gasoline Tax	139,185.20	145,000.00	(5,814.80)	(4.01)%
Road & Bridge Tax	21,722.21	15,000.00	6,722.21	44.81%
Vehicle Fees	24,479.16	24,000.00	479.16	2.00%
Grant Income	60.82	0.00	60.82	0.00%
Interest Income	3,281.52	3,500.00	(218.48)	(6.24)%
Miscellaneous Revenue	2,801.75	0.00	2,801.75	0.00%
Transfer In	200,592.00	198,600.00	1,992.00	1.00%
<b>Total Revenue</b>	<b>800,317.72</b>	<b>785,100.00</b>	<b>15,217.72</b>	<b>1.94%</b>
<b>Expense</b>				
Salaries & Wages	275,098.17	278,000.00	2,901.83	1.04%
Group Insurance	70,053.27	71,600.00	1,546.73	2.16%
Lagers	46,669.04	46,434.00	(235.04)	(0.51)%
Payroll Taxes	20,764.64	21,267.00	502.36	2.36%
Uniforms	2,527.47	2,800.00	272.53	9.73%
Drug Test	599.95	500.00	(99.95)	(19.99)%
Supplies	973.38	1,000.00	26.62	2.66%
Gas & Oil	14,533.80	17,000.00	2,466.20	14.51%
Small Tools & Equipment	1,741.29	3,000.00	1,258.71	41.96%
Miscellaneous	357.74	2,000.00	1,642.26	82.11%
O&M Materials	21,348.05	30,000.00	8,651.95	28.84%
Snow & Ice Removal Material	21,484.04	45,000.00	23,515.96	52.26%
Small Equipment	8,087.96	7,500.00	(587.96)	(7.84)%
Advertising	504.00	250.00	(254.00)	(101.60)%
Building Maintenance	9,898.86	3,000.00	(6,898.86)	(229.96)%
Computer Service	8,041.17	2,000.00	(6,041.17)	(302.06)%
Dues	8.50	0.00	(8.50)	0.00%
Training	733.37	1,000.00	266.63	26.66%
Insurance	64,115.95	65,000.00	884.05	1.36%
Other Service & Charges	2,047.67	4,500.00	2,452.33	54.50%
Postage	179.13	0.00	(179.13)	0.00%
Street Lighting	89,573.73	87,000.00	(2,573.73)	(2.96)%
Signs	11,870.61	20,000.00	8,129.39	40.65%
Utilities	12,808.84	10,500.00	(2,308.84)	(21.99)%
Vehicle Maintenance	2,056.10	8,000.00	5,943.90	74.30%
Equipment Repair & Maintenance	36,588.36	50,000.00	13,411.64	26.82%
Loan Payments	24,846.79	26,000.00	1,153.21	4.44%
Capital Equipment	142,454.11	142,454.00	(0.11)	(0.00)%
<b>Total Expense</b>	<b>889,965.99</b>	<b>945,805.00</b>	<b>55,839.01</b>	<b>5.90%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(89,648.27)</b>	<b>(160,705.00)</b>	<b>71,056.73</b>	<b>(44.22)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
30 - County Transportation  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sales Tax	344,328.99	315,000.00	29,328.99	9.31%
Grant Income	480.60	0.00	480.60	0.00%
Interest Income	6,122.66	15,000.00	(8,877.34)	(59.18)%
Total Revenue	350,932.25	330,000.00	20,932.25	6.34%
Expense				
Infrastructure	179,044.63	311,111.00	132,066.37	42.45%
Total Expense	179,044.63	311,111.00	132,066.37	42.45%
Net Revenue over (under) Expenses	171,887.62	18,889.00	152,998.62	809.99%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
31 - NID  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
NID Fees	184,227.92	225,000.00	(40,772.08)	(18.12)%
Interest Income	3.51	100.00	(96.49)	(96.49)%
Transfer In	<u>101,306.00</u>	<u>101,306.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Revenue	<u>285,537.43</u>	<u>326,406.00</u>	<u>(40,868.57)</u>	<u>(12.52)%</u>
Expense				
Legal	21,500.00	21,500.00	0.00	0.00%
Other Service & Charges	0.00	1,000.00	1,000.00	100.00%
Property Owners Assoc Fees	0.00	8,600.00	8,600.00	100.00%
2017 Lease Payments - Interest	44,280.75	44,281.00	0.25	0.00%
2017 Lease Payment - Principle	<u>365,000.00</u>	<u>365,000.00</u>	<u>0.00</u>	<u>0.00%</u>
Total Expense	<u>430,780.75</u>	<u>440,381.00</u>	<u>9,600.25</u>	<u>2.18%</u>
Net Revenue over (under) Expenses	<u>(145,243.32)</u>	<u>(113,975.00)</u>	<u>(31,268.32)</u>	<u>27.43%</u>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
32 - City Hall Sales Tax  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	356,597.75	345,000.00	11,597.75	3.36%
Grant Income	2,941.33	0.00	2,941.33	0.00%
Interest Income	281.56	400.00	(118.44)	(29.61)%
Miscellaneous Revenue	67.70	0.00	67.70	0.00%
<b>Total Revenue</b>	<b>359,888.34</b>	<b>345,400.00</b>	<b>14,488.34</b>	<b>4.19%</b>
<b>Expense</b>				
Building Maintenance	22,384.48	10,000.00	(12,384.48)	(123.84)%
2017 Lease Payments - Interest	75,556.50	73,389.00	(2,167.50)	(2.95)%
2017 Lease Payment - Principle	170,000.00	170,000.00	0.00	0.00%
Capital Buildings	14,848.00	14,848.00	0.00	0.00%
<b>Total Expense</b>	<b>282,788.98</b>	<b>268,237.00</b>	<b>(14,551.98)</b>	<b>(5.43)%</b>
<b>Net Revenue over (under) Expenses</b>	<b>77,099.36</b>	<b>77,163.00</b>	<b>(63.64)</b>	<b>(0.08)%</b>





**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
40 - Water  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	9,156.37	0.00	9,156.37	0.00%
Utility Fees	912,672.59	915,000.00	(2,327.41)	(0.25)%
Water Taps	3,850.00	1,500.00	2,350.00	156.67%
Finance Charges	12,861.82	14,000.00	(1,138.18)	(8.13)%
Grant Income	74.99	0.00	74.99	0.00%
Interest Income	4,525.96	6,500.00	(1,974.04)	(30.37)%
Miscellaneous Revenue	13,164.46	13,500.00	(335.54)	(2.49)%
<b>Total Revenue</b>	<b>956,306.19</b>	<b>950,500.00</b>	<b>5,806.19</b>	<b>0.61%</b>
<b>Expense</b>				
Salaries & Wages	181,265.39	184,500.00	3,234.61	1.75%
Group Insurance	41,679.22	43,202.00	1,522.78	3.52%
Lagers	34,952.37	39,484.00	4,531.63	11.48%
Payroll Taxes	13,163.05	14,879.00	1,715.95	11.53%
Uniforms	385.57	800.00	414.43	51.80%
Drug Test	189.55	300.00	110.45	36.82%
Engineering Fees	1,544.00	5,000.00	3,456.00	69.12%
Supplies	406.64	1,500.00	1,093.36	72.89%
Supplies	25.47	0.00	(25.47)	0.00%
Gas & Oil	3,542.40	7,500.00	3,957.60	52.77%
Small Tools & Equipment	220.84	2,000.00	1,779.16	88.96%
Miscellaneous	610.55	2,500.00	1,889.45	75.58%
O&M Materials	5,303.06	8,000.00	2,696.94	33.71%
Contracted Services	2,787.96	5,000.00	2,212.04	44.24%
Small Equipment	4,951.40	10,000.00	5,048.60	50.49%
Advertising	1,067.08	2,000.00	932.92	46.65%
Building Maintenance	1,507.03	10,000.00	8,492.97	84.93%
License & Permits	6,378.65	250.00	(6,128.65)	(2,451.46)%
Computer Service	16,793.41	14,000.00	(2,793.41)	(19.95)%
Dues	525.66	750.00	224.34	29.91%
Training	1,162.35	2,500.00	1,337.65	53.51%
Insurance	47,154.19	55,000.00	7,845.81	14.27%
Legal	0.00	1,500.00	1,500.00	100.00%
Other Service & Charges	9,446.06	13,000.00	3,553.94	27.34%
Postage	8,563.38	5,000.00	(3,563.38)	(71.27)%
Cleaning	183.33	0.00	(183.33)	0.00%
Utilities	105,601.40	115,000.00	9,398.60	8.17%
Vehicle Maintenance	238.78	1,200.00	961.22	80.10%
System & Line Maintenance	51,374.81	55,000.00	3,625.19	6.59%
Equipment Repair & Maintenance	8,092.40	10,000.00	1,907.60	19.08%
Lab Testing	1,362.00	2,500.00	1,138.00	45.52%
Transfer Out	49,074.00	49,074.00	0.00	0.00%
Utility PILOT Fees	72,995.61	69,600.00	(3,395.61)	(4.88)%
Capital Equipment	65,030.00	40,000.00	(25,030.00)	(62.58)%
Infrastructure	291,653.97	340,037.00	48,383.03	14.23%
<b>Total Expense</b>	<b>1,029,231.58</b>	<b>1,111,076.00</b>	<b>81,844.42</b>	<b>7.37%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(72,925.39)</b>	<b>(160,576.00)</b>	<b>87,650.61</b>	<b>(54.59)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
50 - Sewer  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Utility Fees	1,594,875.96	1,570,000.00	24,875.96	1.58%
Finance Charges	22,480.60	24,000.00	(1,519.40)	(6.33)%
Grant Income	56.84	0.00	56.84	0.00%
Interest Income	1,796.26	6,500.00	(4,703.74)	(72.37)%
Miscellaneous Revenue	2,610.23	2,500.00	110.23	4.41%
<b>Total Revenue</b>	<b>1,621,819.89</b>	<b>1,603,000.00</b>	<b>18,819.89</b>	<b>1.17%</b>
<b>Expense</b>				
Salaries & Wages	258,386.25	255,000.00	(3,386.25)	(1.33)%
Group Insurance	52,042.93	53,600.00	1,557.07	2.90%
Lagers	50,595.77	57,855.00	7,259.23	12.55%
Payroll Taxes	19,614.62	21,803.00	2,188.38	10.04%
Uniforms	1,428.19	1,400.00	(28.19)	(2.01)%
Drug Test	0.00	600.00	600.00	100.00%
Supplies	524.58	1,000.00	475.42	47.54%
Gas & Oil	4,009.07	7,000.00	2,990.93	42.73%
Small Tools & Equipment	1,645.81	2,000.00	354.19	17.71%
Miscellaneous	42.16	1,000.00	957.84	95.78%
O&M Materials	2,178.57	3,000.00	821.43	27.38%
Small Equipment	3,370.77	11,500.00	8,129.23	70.69%
Advertising	444.00	300.00	(144.00)	(48.00)%
Building Maintenance	2,094.71	5,000.00	2,905.29	58.11%
License & Permits	2,034.14	2,000.00	(34.14)	(1.71)%
Computer Service	15,411.91	17,000.00	1,588.09	9.34%
Dues	616.91	600.00	(16.91)	(2.82)%
Training	1,437.48	2,000.00	562.52	28.13%
Insurance	38,308.92	53,000.00	14,691.08	27.72%
Legal	0.00	8,000.00	8,000.00	100.00%
Other Service & Charges	9,414.80	10,000.00	585.20	5.85%
Postage	429.13	1,000.00	570.87	57.09%
Utilities	82,640.50	85,000.00	2,359.50	2.78%
Maintenance Contracts	0.00	9,000.00	9,000.00	100.00%
System & Line Maintenance	16,284.56	20,000.00	3,715.44	18.58%
Equipment Repair & Maintenance	31,984.88	30,000.00	(1,984.88)	(6.62)%
Sludge Removal	6,811.75	4,000.00	(2,811.75)	(70.29)%
Lab Testing	2,180.00	2,500.00	320.00	12.80%
Lab Supplies & Equipment	4,249.55	5,000.00	750.45	15.01%
Transfer Out	52,232.00	52,232.00	0.00	0.00%
Utility PILOT Fees	127,596.39	126,000.00	(1,596.39)	(1.27)%
Infrastructure	214,054.88	208,429.00	(5,625.88)	(2.70)%
<b>Total Expense</b>	<b>1,002,065.23</b>	<b>1,056,819.00</b>	<b>54,753.77</b>	<b>5.18%</b>
<b>Net Revenue over (under) Expenses</b>	<b>619,754.66</b>	<b>546,181.00</b>	<b>73,573.66</b>	<b>13.47%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
73 - Stormwater  
00 - No Department  
From 1/1/2020 Through 12/31/2020

	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>	<u>Percent Total Budget Remaining - Original</u>
Revenue				
Interest Income	<u>7.07</u>	<u>0.00</u>	<u>7.07</u>	<u>0.00%</u>
Total Revenue	<u>7.07</u>	<u>0.00</u>	<u>7.07</u>	<u>0.00%</u>
Net Revenue over (under) Expenses	<u>7.07</u>	<u>0.00</u>	<u>7.07</u>	<u>0.00%</u>



**CITY OF PEVELY, MISSOURI**

**FINANCIAL STATEMENTS**

**January 31, 2021**



**Thurman, Shinn & Company**  
Certified Public Accountants

**315 North Washington Street**  
**Farmington, MO 63640**  
**Office: 573-760-9400**  
**Fax: 573-760-0101**

**334 North State Street, Ste. A**  
**Desloge, MO 63601**  
**Office: 573-432-4240**  
**Fax: 573-431-7708**



To Management  
City of Pevely, Missouri  
Pevely, Missouri 63070

Management is responsible for the accompanying financial statement of the City of Pevely, Missouri for the one month ended January 31, 2021, which comprise the departmental budget summary-budget basis, and for determining that the budget basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statement.

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

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

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

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

  
Thurman, Shinn & Company  
Certified Public Accountants

Farmington, MO  
February 24, 2021

**CITY OF PEVELY, MISSOURI**  
**DEPARTMENTAL BUDGET SUMMARY-BUDGET BASIS**  
**FOR THE ONE MONTH ENDED JANUARY 31, 2021**  
**(SEE ACCOUNTANTS' COMPILATION REPORT)**



	Year to Date	Budget	Variance	% of Budget
<b>General Fund</b>				
<b>Revenue</b>				
Court	\$ 9,025	\$ 175,000	\$ (165,975)	5.16%
Administration	690,821	2,768,517	(2,077,696)	24.95%
Police	1,677	147,800	(146,123)	1.13%
Dispatch	4,787	23,000	(18,213)	20.81%
Code Enforcement	3,702	30,200	(26,498)	12.26%
Animal Control	33	2,000	(1,967)	1.65%
Sanitation	37,464	365,000	(327,536)	10.26%
Park	-	38,140	(38,140)	0.00%
Total Revenue	747,509	3,549,657	(2,802,148)	21.06%
<b>Expenditures</b>				
Court	9,099	140,496	(131,397)	6.48%
Prosecutor	5,204	50,550	(45,346)	10.29%
Administration	77,883	736,365	(658,482)	10.58%
Police	147,161	1,551,153	(1,403,992)	9.49%
Dispatch	29,179	395,839	(366,660)	7.37%
Code Enforcement	14,348	175,080	(160,732)	8.20%
Animal Control	5,915	81,618	(75,703)	7.25%
Sanitation	48,290	365,000	(316,710)	13.23%
Park	590	52,750	(52,160)	1.12%
Total Expenditures	337,669	3,548,851	(3,211,182)	9.51%
Revenue Over (Under) Expenditures	\$ 409,840	\$ 806	\$ 409,034	
<b>City Transportation Fund</b>				
Revenue	\$ 60,666	\$ 766,700	\$ (706,034)	7.91%
Expenditures	71,637	974,830	(903,193)	7.35%
Revenue Over (Under) Expenditures	\$ (10,971)	\$ (208,130)	\$ 197,159	
<b>County Road Improvement Fund</b>				
Revenue	\$ 26,790	\$ 318,250	\$ (291,460)	8.42%
Expenditures	-	600,000	(600,000)	0.00%
Revenue Over (Under) Expenditures	\$ 26,790	\$ (281,750)	\$ 308,540	

**CITY OF PEVELY, MISSOURI  
DEPARTMENTAL BUDGET SUMMARY-BUDGET BASIS  
FOR THE ONE MONTH ENDED JANUARY 31, 2021  
(SEE ACCOUNTANTS' COMPILATION REPORT)**



	Year to Date	Budget	Variance	% of Budget
<b>NID Fund</b>				
Revenue	\$ 18,323	\$ 269,571	\$ (251,248)	6.80%
Expenditures	-	409,281	(409,281)	0.00%
Revenue Over (Under) Expenditures	<u>\$ 18,323</u>	<u>\$ (139,710)</u>	<u>\$ 158,033</u>	
<b>City Hall Fund</b>				
Revenue	\$ 26,311	\$ 325,350	\$ (299,039)	8.09%
Expenditures	478	264,120	(263,642)	0.18%
Revenue Over (Under) Expenditures	<u>\$ 25,833</u>	<u>\$ 61,230</u>	<u>\$ (35,397)</u>	
<b>Water Fund</b>				
Revenue	\$ 81,024	\$ 948,000	\$ (866,976)	8.55%
Expenditures	123,220	1,412,988	(1,289,768)	8.72%
Revenue Over (Under) Expenditures	<u>\$ (42,196)</u>	<u>\$ (464,988)</u>	<u>\$ 422,792</u>	
<b>Sewer Fund</b>				
Revenue	\$ 132,822	\$ 1,528,500	\$ (1,395,678)	8.69%
Expenditures	77,480	1,280,129	(1,202,649)	6.05%
Revenue Over (Under) Expenditures	<u>\$ 55,342</u>	<u>\$ 248,371</u>	<u>\$ (193,029)</u>	



## **SUPPLEMENTAL INFORMATION**



**City of Pevely**  
**Operating and Debt Service Account Balances**

	<u>1/31/21</u>
<b>General Fund</b>	
General Fund Checking	\$ 571,152
Protested Taxes	3,790
Police Training	52,290
Parks and Recreation	40,676
Tax Accumulative	22,782
Gross Receipts	786,997
911	24,137
Inmate Security	23,945
Tourism Tax	73,065
Credit Card Savings/CD	11,101
	<u>1,609,935</u>
<b>City Transportation Fund</b>	<b>1,041,629</b>
<b>County Road Improvement Fund</b>	
Operating Checking	(208,203)
Due From Jefferson County	1,197,924
	<u>989,721</u>
<b>NID Fund</b>	<b>205,767</b>
<b>City Hall Fund</b>	<b>633,684</b>
<b>Water Fund</b>	
Operating Checking-Water	2,317,903
Reserve & Replacement Account	515,896
Water Deposit Account	145,932
	<u>2,979,731</u>
<b>Sewer Fund</b>	
Operating Checking-Sewer	5,167,571
Sewer Deposit Account	19,909
	<u>5,187,480</u>
<b>Storm Water Fund</b>	<u>13,986</u>
<b>Total Operating Account Balances</b>	<u><u>\$ 12,661,933</u></u>



<b>GENERAL SALES TAX</b>					
<b>Apply to:</b>	<b>21 FY</b>	<b>20 FY</b>	<b>19 FY</b>	<b>18 FY</b>	<b>17 FY</b>
January	52,584	51,995	45,611	38,209	55,897
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					



<b>Total</b>	<b>52,584</b>	<b>51,995</b>	<b>45,611</b>	<b>38,209</b>	<b>55,897</b>
<b>\$ Change</b>	<b>589</b>	<b>6,384</b>	<b>7,402</b>	<b>(17,688)</b>	
<b>% Change</b>	<b>1.13%</b>	<b>14.00%</b>	<b>19.37%</b>	<b>-31.64%</b>	

See Accountants' Compilation Report

**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
10 - Municipal Court  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Court Fines & Costs	9,024.96	175,000.00	(165,975.04)	(94.84)%
Total Revenue	9,024.96	175,000.00	(165,975.04)	(94.84)%
Expense				
Salaries & Wages	3,926.58	53,000.00	49,073.42	92.59%
Group Insurance	1,178.43	13,600.00	12,421.57	91.34%
Lagers	797.09	10,441.00	9,643.91	92.37%
Payroll Taxes	298.75	4,055.00	3,756.25	92.63%
Uniforms	0.00	100.00	100.00	100.00%
Drug Test	0.00	100.00	100.00	100.00%
Provisional Judge	1,500.00	18,000.00	16,500.00	91.67%
Supplies	0.00	1,000.00	1,000.00	100.00%
Miscellaneous	0.00	200.00	200.00	100.00%
O&M Materials	226.65	1,000.00	773.35	77.33%
Small Equipment	195.81	7,000.00	6,804.19	97.20%
Computer Service	542.32	20,000.00	19,457.68	97.29%
Dues	0.00	400.00	400.00	100.00%
Training	0.00	2,000.00	2,000.00	100.00%
Equipment Repairs	0.00	200.00	200.00	100.00%
Other Service & Charges	0.00	2,000.00	2,000.00	100.00%
Postage	41.25	1,400.00	1,358.75	97.05%
Cleaning	183.33	1,000.00	816.67	81.67%
Utilities	208.87	5,000.00	4,791.13	95.82%
Total Expense	9,099.08	140,496.00	131,396.92	93.52%
Net Revenue over (under) Expenses	(74.12)	34,504.00	(34,578.12)	(100.21)%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
11 - Prosecutor  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Expense				
Prosecutor	2,450.00	27,000.00	24,550.00	90.93%
Assistant Prosecutor	2,580.00	20,000.00	17,420.00	87.10%
Supplies	0.00	500.00	500.00	100.00%
Computer Service	0.00	2,000.00	2,000.00	100.00%
Dues	60.00	500.00	440.00	88.00%
Training	0.00	250.00	250.00	100.00%
Postage	113.99	300.00	186.01	62.00%
Total Expense	<u>5,203.99</u>	<u>50,550.00</u>	<u>45,346.01</u>	<u>89.71%</u>
Net Revenue over (under) Expenses	<u>(5,203.99)</u>	<u>(50,550.00)</u>	<u>45,346.01</u>	<u>(89.71)%</u>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
15 - Administration  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	52,583.77	685,000.00	(632,416.23)	(92.32)%
Gen Revenue Tax	519,163.28	950,000.00	(430,836.72)	(45.35)%
Gross Receipts Fee	69,553.10	830,000.00	(760,446.90)	(91.62)%
Auto Stickers	199.00	450.00	(251.00)	(55.78)%
Liquor License Fee	0.00	5,500.00	(5,500.00)	(100.00)%
Merchant's License	30,257.90	55,000.00	(24,742.10)	(44.99)%
Vending License	0.00	1,000.00	(1,000.00)	(100.00)%
Interest Income	1,519.46	16,000.00	(14,480.54)	(90.50)%
Reimbursements	520.00	13,000.00	(12,480.00)	(96.00)%
Miscellaneous Revenue	733.40	16,000.00	(15,266.60)	(95.42)%
Utility PILOT	16,291.12	196,567.00	(180,275.88)	(91.71)%
<b>Total Revenue</b>	<b>690,821.03</b>	<b>2,768,517.00</b>	<b>(2,077,695.97)</b>	<b>(75.05)%</b>
<b>Expense</b>				
Salaries & Wages	6,167.52	85,000.00	78,832.48	92.74%
Group Insurance	1,183.81	14,000.00	12,816.19	91.54%
Lagers	983.06	16,745.00	15,761.94	94.13%
Payroll Taxes	442.97	6,503.00	6,060.03	93.19%
Uniforms	0.00	500.00	500.00	100.00%
Drug Test	0.00	200.00	200.00	100.00%
Engineering Fees	0.00	5,000.00	5,000.00	100.00%
Auditing & Accounting	22,150.00	80,000.00	57,850.00	72.31%
Supplies	49.59	2,250.00	2,200.41	97.80%
Gas & Oil	0.00	350.00	350.00	100.00%
Miscellaneous	1,758.97	7,000.00	5,241.03	74.87%
O&M Materials	0.00	5,000.00	5,000.00	100.00%
Small Equipment	741.07	6,250.00	5,508.93	88.14%
Advertising	75.60	3,250.00	3,174.40	97.67%
Building Maintenance	0.00	1,000.00	1,000.00	100.00%
Computer Service	552.32	25,000.00	24,447.68	97.79%
Dues	0.00	11,000.00	11,000.00	100.00%
Election Expenses	0.00	3,000.00	3,000.00	100.00%
Training	410.00	3,250.00	2,840.00	87.38%
Equipment Repairs	0.00	1,000.00	1,000.00	100.00%
Insurance	18,074.81	160,000.00	141,925.19	88.70%
Legal	8,100.00	84,000.00	75,900.00	90.36%
Other Service & Charges	34.30	3,000.00	2,965.70	98.86%
Postage	122.76	2,500.00	2,377.24	95.09%
Cleaning	366.67	6,000.00	5,633.33	93.89%
Utilities	378.22	7,500.00	7,121.78	94.96%
Vehicle Maintenance	0.00	500.00	500.00	100.00%
Transfer Out	16,291.12	196,567.00	180,275.88	91.71%
<b>Total Expense</b>	<b>77,882.79</b>	<b>736,365.00</b>	<b>658,482.21</b>	<b>89.42%</b>
<b>Net Revenue over (under) Expenses</b>	<b>612,938.24</b>	<b>2,032,152.00</b>	<b>(1,419,213.76)</b>	<b>(69.84)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
20 - Police  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Prisoner Revenue	0.00	54,000.00	(54,000.00)	(100.00)%
Grant Income	1,414.50	12,000.00	(10,585.50)	(88.21)%
Interest Income	7.51	100.00	(92.49)	(92.49)%
Donation Revenue	0.00	1,000.00	(1,000.00)	(100.00)%
Police Reports	255.00	2,500.00	(2,245.00)	(89.80)%
Loan and Lease Proceeds	0.00	78,200.00	(78,200.00)	(100.00)%
<b>Total Revenue</b>	<b>1,677.01</b>	<b>147,800.00</b>	<b>(146,122.99)</b>	<b>(98.87)%</b>
<b>Expense</b>				
Salaries & Wages	65,918.44	845,000.00	779,081.56	92.20%
Group Insurance	14,106.03	157,000.00	142,893.97	91.02%
Lagers	11,770.91	158,860.00	147,089.09	92.59%
Payroll Taxes	4,930.74	64,643.00	59,712.26	92.37%
Uniforms	3,058.22	13,000.00	9,941.78	76.48%
Drug Test	0.00	500.00	500.00	100.00%
Supplies	0.00	2,000.00	2,000.00	100.00%
Ammunition	0.00	8,000.00	8,000.00	100.00%
Gas & Oil	2,019.89	22,000.00	19,980.11	90.82%
Small Tools & Equipment	0.00	2,500.00	2,500.00	100.00%
Miscellaneous	0.00	750.00	750.00	100.00%
O&M Materials	1,588.12	10,000.00	8,411.88	84.12%
Small Equipment	3,786.91	8,000.00	4,213.09	52.66%
Advertising	0.00	500.00	500.00	100.00%
Public Relations Material	0.00	5,000.00	5,000.00	100.00%
Building Maintenance	301.99	3,000.00	2,698.01	89.93%
Computer Service	3,777.32	45,000.00	41,222.68	91.61%
Dues	200.00	1,500.00	1,300.00	86.67%
Drug Enforcement	11,674.00	12,000.00	326.00	2.72%
Training	2,845.00	7,500.00	4,655.00	62.07%
Equipment Repairs	1,137.50	5,000.00	3,862.50	77.25%
Prisoner Expense	342.07	10,000.00	9,657.93	96.58%
Legal	0.00	5,000.00	5,000.00	100.00%
Other Service & Charges	0.00	1,000.00	1,000.00	100.00%
Postage	120.53	1,200.00	1,079.47	89.96%
Cleaning	294.83	2,000.00	1,705.17	85.26%
Utilities	1,084.48	30,000.00	28,915.52	96.39%
Vehicle Maintenance	1,323.42	35,000.00	33,676.58	96.22%
Loan Payments	16,880.48	17,000.00	119.52	0.70%
Capital Equipment	0.00	78,200.00	78,200.00	100.00%
<b>Total Expense</b>	<b>147,160.88</b>	<b>1,551,153.00</b>	<b>1,403,992.12</b>	<b>90.51%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(145,483.87)</b>	<b>(1,403,353.00)</b>	<b>1,257,869.13</b>	<b>(89.63)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
21 - Dispatch  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
911 Emergency Tele Tax	4,786.63	23,000.00	(18,213.37)	(79.19)%
Total Revenue	4,786.63	23,000.00	(18,213.37)	(79.19)%
Expense				
Salaries & Wages	18,738.39	232,500.00	213,761.61	91.94%
Group Insurance	3,538.73	37,000.00	33,461.27	90.44%
Lagers	3,753.57	45,803.00	42,049.43	91.80%
Payroll Taxes	1,471.98	17,786.00	16,314.02	91.72%
Uniforms	94.96	1,000.00	905.04	90.50%
Drug Test	51.00	100.00	49.00	49.00%
O&M Materials	0.00	3,000.00	3,000.00	100.00%
Small Equipment	0.00	3,000.00	3,000.00	100.00%
Advertising	192.00	150.00	(42.00)	(28.00)%
Computer Service	1,172.31	14,000.00	12,827.69	91.63%
Training	0.00	2,500.00	2,500.00	100.00%
Equipment Repairs	0.00	3,000.00	3,000.00	100.00%
Utilities	165.88	36,000.00	35,834.12	99.54%
Total Expense	29,178.82	395,839.00	366,660.18	92.63%
Net Revenue over (under) Expenses	(24,392.19)	(372,839.00)	348,446.81	(93.46)%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
25 - Code Enforcement  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Contractors License	862.00	5,000.00	(4,138.00)	(82.76)%
Building Permits	2,074.41	15,000.00	(12,925.59)	(86.17)%
P&Z & B of A Fees	0.00	500.00	(500.00)	(100.00)%
Occupancy Permit	366.00	7,000.00	(6,634.00)	(94.77)%
Code Violation Revenue	0.00	1,500.00	(1,500.00)	(100.00)%
Vacant Building Fee	400.00	1,200.00	(800.00)	(66.67)%
<b>Total Revenue</b>	<b>3,702.41</b>	<b>30,200.00</b>	<b>(26,497.59)</b>	<b>(87.74)%</b>
<b>Expense</b>				
Salaries & Wages	6,040.01	80,000.00	73,959.99	92.45%
Group Insurance	1,772.08	20,000.00	18,227.92	91.14%
Lagers	1,226.12	15,760.00	14,533.88	92.22%
Payroll Taxes	470.60	6,120.00	5,649.40	92.31%
Uniforms	0.00	800.00	800.00	100.00%
Drug Test	0.00	100.00	100.00	100.00%
Engineering Fees	1,828.75	5,000.00	3,171.25	63.42%
Supplies	0.00	1,000.00	1,000.00	100.00%
Gas & Oil	117.66	1,500.00	1,382.34	92.16%
Miscellaneous	0.00	500.00	500.00	100.00%
O&M Materials	20.29	3,000.00	2,979.71	99.32%
Small Equipment	282.00	4,500.00	4,218.00	93.73%
Advertising	0.00	2,000.00	2,000.00	100.00%
Building Maintenance	5.99	200.00	194.01	97.00%
Computer Service	542.32	12,000.00	11,457.68	95.48%
Dues	0.00	600.00	600.00	100.00%
Training	0.00	3,000.00	3,000.00	100.00%
Equipment Repairs	0.00	500.00	500.00	100.00%
Legal	495.00	0.00	(495.00)	0.00%
Other Service & Charges	0.00	5,500.00	5,500.00	100.00%
Postage	345.75	1,000.00	654.25	65.42%
Cleaning	183.34	2,000.00	1,816.66	90.83%
Utilities	380.32	5,500.00	5,119.68	93.09%
Vehicle Maintenance	637.46	1,500.00	862.54	57.50%
Code Violation Expense	0.00	3,000.00	3,000.00	100.00%
<b>Total Expense</b>	<b>14,347.69</b>	<b>175,080.00</b>	<b>160,732.31</b>	<b>91.81%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(10,645.28)</b>	<b>(144,880.00)</b>	<b>134,234.72</b>	<b>(92.65)%</b>





**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
29 - Animal Control  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Animal Control	32.50	2,000.00	(1,967.50)	(98.38)%
Total Revenue	32.50	2,000.00	(1,967.50)	(98.38)%
Expense				
Salaries & Wages	2,858.19	35,900.00	33,041.81	92.04%
Group Insurance	886.04	9,800.00	8,913.96	90.96%
Lagers	580.20	7,072.00	6,491.80	91.80%
Payroll Taxes	227.30	2,746.00	2,518.70	91.72%
Uniforms	85.14	400.00	314.86	78.72%
Drug Test	0.00	50.00	50.00	100.00%
Supplies	0.00	500.00	500.00	100.00%
Gas & Oil	57.95	1,000.00	942.05	94.20%
Miscellaneous	0.00	100.00	100.00	100.00%
Euthenasia	53.00	1,800.00	1,747.00	97.06%
O&M Materials	225.06	1,600.00	1,374.94	85.93%
Small Equipment	26.89	1,300.00	1,273.11	97.93%
Building Maintenance	8.08	5,600.00	5,591.92	99.86%
Computer Service	542.32	4,000.00	3,457.68	86.44%
Dues	0.00	50.00	50.00	100.00%
Training	0.00	500.00	500.00	100.00%
Equipment Repairs	0.00	200.00	200.00	100.00%
Other Service & Charges	0.00	500.00	500.00	100.00%
Postage	0.00	500.00	500.00	100.00%
Utilities	364.34	7,000.00	6,635.66	94.80%
Vehicle Maintenance	0.00	1,000.00	1,000.00	100.00%
Total Expense	5,914.51	81,618.00	75,703.49	92.75%
Net Revenue over (under) Expenses	(5,882.01)	(79,618.00)	73,735.99	(92.61)%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
35 - Sanitation  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sanitation Trash Service	37,463.89	365,000.00	(327,536.11)	(89.74)%
Total Revenue	37,463.89	365,000.00	(327,536.11)	(89.74)%
Expense				
Trash Hauling Service	48,290.30	365,000.00	316,709.70	86.77%
Total Expense	48,290.30	365,000.00	316,709.70	86.77%
Net Revenue over (under) Expenses	(10,826.41)	0.00	(10,826.41)	0.00%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
10 - General  
40 - Parks  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Pavillion Fee	0.00	600.00	(600.00)	(100.00)%
Festival Income	0.00	25,000.00	(25,000.00)	(100.00)%
Other Activities	0.00	12,500.00	(12,500.00)	(100.00)%
Interest Income	0.00	40.00	(40.00)	(100.00)%
<b>Total Revenue</b>	<b>0.00</b>	<b>38,140.00</b>	<b>(38,140.00)</b>	<b>(100.00)%</b>
<b>Expense</b>				
Gas & Oil	0.00	100.00	100.00	100.00%
Miscellaneous	0.00	150.00	150.00	100.00%
O&M Materials	575.45	3,500.00	2,924.55	83.56%
Small Equipment	0.00	250.00	250.00	100.00%
Projects	0.00	250.00	250.00	100.00%
Building Maintenance	0.00	2,000.00	2,000.00	100.00%
Festival Expense	0.00	40,000.00	40,000.00	100.00%
Other Activities	0.00	5,000.00	5,000.00	100.00%
Utilities	14.67	1,500.00	1,485.33	99.02%
<b>Total Expense</b>	<b>590.12</b>	<b>52,750.00</b>	<b>52,159.88</b>	<b>98.88%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(590.12)</b>	<b>(14,610.00)</b>	<b>14,019.88</b>	<b>(95.96)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
20 - City Transportation  
00 - No Department  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	30,399.27	385,000.00	(354,600.73)	(92.10)%
Gasoline Tax	11,345.36	145,000.00	(133,654.64)	(92.18)%
Road & Bridge Tax	0.00	18,000.00	(18,000.00)	(100.00)%
Vehicle Fees	2,383.77	24,000.00	(21,616.23)	(90.07)%
Interest Income	246.04	3,500.00	(3,253.96)	(92.97)%
Transfer In	16,291.12	191,200.00	(174,908.88)	(91.48)%
<b>Total Revenue</b>	<b>60,665.56</b>	<b>766,700.00</b>	<b>(706,034.44)</b>	<b>(92.09)%</b>
<b>Expense</b>				
Salaries & Wages	21,689.01	278,000.00	256,310.99	92.20%
Group Insurance	6,202.28	64,000.00	57,797.72	90.31%
Lagers	4,402.87	54,766.00	50,363.13	91.96%
Payroll Taxes	1,614.96	21,267.00	19,652.04	92.41%
Uniforms	1,380.83	2,800.00	1,419.17	50.68%
Drug Test	0.00	650.00	650.00	100.00%
Engineering Fees	0.00	500.00	500.00	100.00%
Supplies	26.22	1,000.00	973.78	97.38%
Gas & Oil	1,649.64	30,000.00	28,350.36	94.50%
Small Tools & Equipment	257.13	3,000.00	2,742.87	91.43%
Miscellaneous	0.00	2,000.00	2,000.00	100.00%
O&M Materials	6,165.38	30,000.00	23,834.62	79.45%
Snow & Ice Removal Material	8,178.80	45,000.00	36,821.20	81.82%
Small Equipment	0.00	15,000.00	15,000.00	100.00%
Advertising	57.00	0.00	(57.00)	0.00%
Building Maintenance	0.00	5,000.00	5,000.00	100.00%
Computer Service	542.31	5,000.00	4,457.69	89.15%
Training	0.00	1,500.00	1,500.00	100.00%
Insurance	4,132.23	65,000.00	60,867.77	93.64%
Other Service & Charges	0.00	1,000.00	1,000.00	100.00%
Street Lighting	5,761.71	80,000.00	74,238.29	92.80%
Signs	1,095.24	8,000.00	6,904.76	86.31%
Utilities	1,121.40	10,500.00	9,378.60	89.32%
Vehicle Maintenance	0.00	8,000.00	8,000.00	100.00%
Equipment Repair & Maintenance	7,360.45	60,000.00	52,639.55	87.73%
Loan Payments	0.00	24,847.00	24,847.00	100.00%
Capital Equipment	0.00	158,000.00	158,000.00	100.00%
<b>Total Expense</b>	<b>71,637.46</b>	<b>974,830.00</b>	<b>903,192.54</b>	<b>92.65%</b>
<b>Net Revenue over (under) Expenses</b>	<b>(10,971.90)</b>	<b>(208,130.00)</b>	<b>197,158.10</b>	<b>(94.73)%</b>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
30 - County Transportation  
00 - No Department  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sales Tax	26,678.37	306,000.00	(279,321.63)	(91.28)%
Interest Income	111.38	12,250.00	(12,138.62)	(99.09)%
Total Revenue	26,789.75	318,250.00	(291,460.25)	(91.58)%
Expense				
Capital Equipment	0.00	600,000.00	600,000.00	100.00%
Total Expense	0.00	600,000.00	600,000.00	100.00%
Net Revenue over (under) Expenses	26,789.75	(281,750.00)	308,539.75	(109.51)%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
31 - NID  
00 - No Department  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
NID Fees	18,322.97	168,255.00	(149,932.03)	(89.11)%
Interest Income	0.00	10.00	(10.00)	(100.00)%
Transfer In	0.00	101,306.00	(101,306.00)	(100.00)%
Total Revenue	18,322.97	269,571.00	(251,248.03)	(93.20)%
Expense				
2017 Lease Payments - Interest	0.00	44,281.00	44,281.00	100.00%
2017 Lease Payment - Principle	0.00	365,000.00	365,000.00	100.00%
Total Expense	0.00	409,281.00	409,281.00	100.00%
Net Revenue over (under) Expenses	18,322.97	(139,710.00)	158,032.97	(113.12)%



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
32 - City Hall Sales Tax  
00 - No Department  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
Revenue				
Sales Tax	26,291.78	325,000.00	(298,708.22)	(91.91)%
Interest Income	19.55	350.00	(330.45)	(94.41)%
Total Revenue	<u>26,311.33</u>	<u>325,350.00</u>	<u>(299,038.67)</u>	<u>(91.91)%</u>
Expense				
Building Maintenance	477.50	15,000.00	14,522.50	96.82%
2017 Lease Payments - Interest	0.00	71,120.00	71,120.00	100.00%
2017 Lease Payment - Principle	0.00	<u>178,000.00</u>	<u>178,000.00</u>	<u>100.00%</u>
Total Expense	<u>477.50</u>	<u>264,120.00</u>	<u>263,642.50</u>	<u>99.82%</u>
Net Revenue over (under) Expenses	<u>25,833.83</u>	<u>61,230.00</u>	<u>(35,396.17)</u>	<u>(57.81)%</u>



**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
40 - Water  
00 - No Department  
From 1/1/2021 Through 1/31/2021

	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Sales Tax	4,083.75	26,000.00	(21,916.25)	(84.29)%
Utility Fees	73,596.98	890,000.00	(816,403.02)	(91.73)%
Water Taps	700.00	4,000.00	(3,300.00)	(82.50)%
Finance Charges	1,141.85	13,000.00	(11,858.15)	(91.22)%
Interest Income	314.20	5,000.00	(4,685.80)	(93.72)%
Miscellaneous Revenue	<u>1,187.00</u>	<u>10,000.00</u>	<u>(8,813.00)</u>	<u>(88.13)%</u>
Total Revenue	<u>81,023.78</u>	<u>948,000.00</u>	<u>(866,976.22)</u>	<u>(91.45)%</u>
<b>Expense</b>				
Salaries & Wages	14,462.55	224,000.00	209,537.45	93.54%
Group Insurance	3,687.73	48,000.00	44,312.27	92.32%
Lagers	2,935.89	44,128.00	41,192.11	93.35%
Payroll Taxes	1,024.68	17,136.00	16,111.32	94.02%
Uniforms	243.23	1,200.00	956.77	79.73%
Drug Test	0.00	250.00	250.00	100.00%
Engineering Fees	0.00	2,500.00	2,500.00	100.00%
Supplies	26.76	800.00	773.24	96.66%
Gas & Oil	196.47	7,000.00	6,803.53	97.19%
Small Tools & Equipment	0.00	1,200.00	1,200.00	100.00%
Miscellaneous	0.00	1,000.00	1,000.00	100.00%
O&M Materials	152.26	5,000.00	4,847.74	96.95%
Contracted Services	0.00	12,000.00	12,000.00	100.00%
Small Equipment	243.18	7,000.00	6,756.82	96.53%
Advertising	0.00	1,250.00	1,250.00	100.00%
Building Maintenance	0.00	8,000.00	8,000.00	100.00%
License & Permits	0.00	6,500.00	6,500.00	100.00%
Computer Service	542.31	15,000.00	14,457.69	96.38%
Dues	0.00	750.00	750.00	100.00%
Training	0.00	2,500.00	2,500.00	100.00%
Insurance	3,995.90	55,000.00	51,004.10	92.73%
Legal	0.00	1,000.00	1,000.00	100.00%
Other Service & Charges	865.11	10,000.00	9,134.89	91.35%
Postage	41.25	6,000.00	5,958.75	99.31%
Sales Tax	3,207.83	26,000.00	22,792.17	87.66%
Cleaning	183.33	800.00	616.67	77.08%
Utilities	7,190.88	115,000.00	107,809.12	93.75%
Vehicle Maintenance	110.58	1,200.00	1,089.42	90.78%
System & Line Maintenance	2,829.09	70,000.00	67,170.91	95.96%
Equipment Repair & Maintenance	0.00	10,000.00	10,000.00	100.00%
Lab Testing	0.00	2,500.00	2,500.00	100.00%
Transfer Out	0.00	49,074.00	49,074.00	100.00%
Utility PILOT Fees	5,865.18	71,200.00	65,334.82	91.76%
Capital Equipment	0.00	590,000.00	590,000.00	100.00%
Infrastructure	<u>75,415.78</u>	<u>0.00</u>	<u>(75,415.78)</u>	<u>0.00%</u>
Total Expense	<u>123,219.99</u>	<u>1,412,988.00</u>	<u>1,289,768.01</u>	<u>91.28%</u>
Net Revenue over (under) Expenses	<u>(42,196.21)</u>	<u>(464,988.00)</u>	<u>422,791.79</u>	<u>(90.93)%</u>





**City of Pevely**  
Statement of Revenues and Expenditures - Budget Basis  
50 - Sewer  
00 - No Department  
From 1/1/2021 Through 1/31/2021



	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	Percent Total Budget Remaining - Original
<b>Revenue</b>				
Utility Fees	130,324.18	1,500,000.00	(1,369,675.82)	(91.31)%
Finance Charges	2,199.12	24,000.00	(21,800.88)	(90.84)%
Interest Income	124.05	2,000.00	(1,875.95)	(93.80)%
Miscellaneous Revenue	175.00	2,500.00	(2,325.00)	(93.00)%
<b>Total Revenue</b>	<b>132,822.35</b>	<b>1,528,500.00</b>	<b>(1,395,677.65)</b>	<b>(91.31)%</b>
<b>Expense</b>				
Salaries & Wages	20,152.32	319,000.00	298,847.68	93.68%
Group Insurance	4,582.51	57,000.00	52,417.49	91.96%
Lagers	4,090.90	62,843.00	58,752.10	93.49%
Payroll Taxes	1,511.56	24,404.00	22,892.44	93.81%
Uniforms	274.42	1,600.00	1,325.58	82.85%
Drug Test	0.00	250.00	250.00	100.00%
Engineering Fees	0.00	10,000.00	10,000.00	100.00%
Supplies	0.00	1,000.00	1,000.00	100.00%
Gas & Oil	261.10	7,000.00	6,738.90	96.27%
Small Tools & Equipment	776.95	2,000.00	1,223.05	61.15%
Miscellaneous	0.00	1,000.00	1,000.00	100.00%
O&M Materials	122.79	3,000.00	2,877.21	95.91%
Small Equipment	0.00	10,000.00	10,000.00	100.00%
Advertising	57.00	600.00	543.00	90.50%
Building Maintenance	0.00	4,000.00	4,000.00	100.00%
License & Permits	108.68	10,000.00	9,891.32	98.91%
Computer Service	542.31	16,000.00	15,457.69	96.61%
Dues	0.00	700.00	700.00	100.00%
Training	0.00	2,000.00	2,000.00	100.00%
Insurance	4,708.90	55,000.00	50,291.10	91.44%
Legal	0.00	5,000.00	5,000.00	100.00%
Other Service & Charges	865.10	10,000.00	9,134.90	91.35%
Postage	0.00	500.00	500.00	100.00%
Utilities	5,005.07	84,000.00	78,994.93	94.04%
Vehicle Maintenance	0.00	500.00	500.00	100.00%
Maintenance Contracts	0.00	2,000.00	2,000.00	100.00%
System & Line Maintenance	26.25	24,000.00	23,973.75	99.89%
Equipment Repair & Maintenance	3,276.39	20,000.00	16,723.61	83.62%
Sludge Removal	275.00	60,000.00	59,725.00	99.54%
Lab Testing	0.00	4,000.00	4,000.00	100.00%
Lab Supplies & Equipment	0.00	5,500.00	5,500.00	100.00%
Transfer Out	0.00	52,232.00	52,232.00	100.00%
Utility PILOT Fees	10,425.93	120,000.00	109,574.07	91.31%
Capital Equipment	20,417.00	305,000.00	284,583.00	93.31%
<b>Total Expense</b>	<b>77,480.18</b>	<b>1,280,129.00</b>	<b>1,202,648.82</b>	<b>93.95%</b>
<b>Net Revenue over (under) Expenses</b>	<b>55,342.17</b>	<b>248,371.00</b>	<b>(193,028.83)</b>	<b>(77.72)%</b>

Vendor Name	Check/Voucher Number	Transaction Description	Check/Voucher Date	Payments
Voya Institutional Trust Company	019817	Voya	2/1/2021	(412.00)
Voya Institutional Trust Company	019834	Voya	2/8/2021	(412.00)
Voya Institutional Trust Company	019878	Voya	2/15/2021	(412.00)
Voya Institutional Trust Company	019911	Voya	2/22/2021	(412.00)
<b>Total Voya Institutional Trust Company</b>				<b>(1,648.00)</b>
AFLAC of Columbus	019820	Aflac Monthly Payment	2/1/2021	(340.41)
<b>Total AFLAC of Columbus</b>				<b>(340.41)</b>
AT & T Long Distance	019922	ATT Long Distance	2/25/2021	(9.13)
<b>Total AT &amp; T Long Distance</b>				<b>(9.13)</b>
Century Credit Union -Visa	019885	January CC Payment	2/18/2021	(3,256.83)
<b>Total Century Credit Union -Visa</b>				<b>(3,256.83)</b>
Charter Communications	019846	PD Charter Monthly Payment	2/10/2021	(256.63)
Charter Communications	019886	City Hall Charter Payment	2/18/2021	(214.96)
Charter Communications	019926	PD radio project from 2018	2/25/2021	(1,451.43)
<b>Total Charter Communications</b>				<b>(1,923.02)</b>
Colonial Life	019821	Colonial Life Monthly Payment	2/1/2021	(346.00)
<b>Total Colonial Life</b>				<b>(346.00)</b>
Jason Driemeier	019855	Jason Driemeier Uniform Reimbursement	2/10/2021	(36.48)
<b>Total Jason Driemeier</b>				<b>(36.48)</b>
JoAnn Bates	019827	Joann Bates Prosecuting Attorney's Assistant Jan. Payment	2/1/2021	(1,280.00)
<b>Total JoAnn Bates</b>				<b>(1,280.00)</b>
Core & Main	019847	Valves & Gaskets	2/10/2021	(698.88)
<b>Total Core &amp; Main</b>				<b>(698.88)</b>

Home Depot Credit Services	019826	January Home Depot CC Payment	2/1/2021	<u>(359.49)</u> <b>(359.49)</b>
<b>Total Home Depot Credit Services</b>				
Leader Publication	019856	Dispatch Job Posting	2/10/2021	(192.00)
Leader Publication	019856	Zero Turn Bid Ad	2/10/2021	<u>(114.00)</u> <b>(306.00)</b>
<b>Total Leader Publication</b>				
Leon Uniform	019857	Kayla Boyd Uniform	2/10/2021	(74.99)
Leon Uniform	019857	Dispatch Department Order	2/10/2021	(94.96)
Leon Uniform	019894	Larry Miller Uniform	2/18/2021	(311.97)
Leon Uniform	019894	Joey Whaley Uniform	2/18/2021	(114.95)
Leon Uniform	019894	Connor Lewis Uniform	2/18/2021	(922.36)
Leon Uniform	019929	R. Parker Uniform	2/25/2021	(104.95)
Leon Uniform	019929	M. Lockett Uniforms	2/25/2021	(215.93)
Leon Uniform	019929	J. Mercurio Uniform	2/25/2021	<u>(119.97)</u> <b>(1,960.08)</b>
<b>Total Leon Uniform</b>				
Lucas Smith Dodge	019858	Brake Inspection on Dodge 1 Ton	2/10/2021	<u>(67.50)</u> <b>(67.50)</b>
<b>Total Lucas Smith Dodge</b>				
Missouri One Call	019898	Locate Fees for January	2/18/2021	<u>(52.50)</u> <b>(52.50)</b>
<b>Total Missouri One Call</b>				
Nuway Concrete Forms, INC	019863	Rock Salt Tarps	2/10/2021	<u>(624.00)</u> <b>(624.00)</b>
<b>Total Nuway Concrete Forms, INC</b>				
Office Depot	019864	Admin Printer	2/10/2021	<u>(449.99)</u> <b>(449.99)</b>
<b>Total Office Depot</b>				
Pevely Plaza Auto Parts	019829	Washer Fluid	2/1/2021	(8.43)
Pevely Plaza Auto Parts	019865	Oil Change for Street Truck	2/10/2021	(55.11)
Pevely Plaza Auto Parts	019901	Unit 797 Wiper Blades	2/18/2021	(24.70)
Pevely Plaza Auto Parts	019901	Unit 779 Light Bulb	2/18/2021	(1.37)
Pevely Plaza Auto Parts	019901	Unit 780 Siphon Pump	2/18/2021	(17.03)

Pevely Plaza Auto Parts	019901	Winter Wiper Blades	2/18/2021	(7.54)
Pevely Plaza Auto Parts	019931	winter wiper blades street dept	2/25/2021	(38.94)
<b>Total Pevely Plaza Auto Parts</b>				<b>(153.12)</b>
Plaza Tire Service	019902	John Deere Tire Replacement	2/18/2021	(211.98)
<b>Total Plaza Tire Service</b>				<b>(211.98)</b>
Praxair Distribution, Inc	019903	PW Cylinder Payment	2/18/2021	(173.11)
Praxair Distribution, Inc	019903	PW Cylinder Payment	2/18/2021	(50.40)
Praxair Distribution, Inc	019903	PW Cylinder Payment	2/18/2021	(144.86)
<b>Total Praxair Distribution, Inc</b>				<b>(368.37)</b>
Public Water District #7	019866	Jan Water Payment	2/10/2021	(17.85)
<b>Total Public Water District #7</b>				<b>(17.85)</b>
St. Louis Testing Lab	019830	EIA Inorganic Analysis	2/1/2021	(275.00)
<b>Total St. Louis Testing Lab</b>				<b>(275.00)</b>
USA Bluebook	019874	Ultra IBC Hard Top with Drain	2/10/2021	(2,654.31)
USA Bluebook	019874	Safety Can Cabinet	2/10/2021	(1,049.95)
USA Bluebook	019907	Pump & Case	2/18/2021	(1,300.84)
USA Bluebook	019936	sewer dept lab testing equipment	2/25/2021	(124.38)
USA Bluebook	019936	Sewer Dept lab testing equipment	2/25/2021	(240.19)
<b>Total USA Bluebook</b>				<b>(5,369.67)</b>
Vandevanter Engineering	019875	SCADA I-55 Troubleshooting	2/10/2021	(1,443.75)
<b>Total Vandevanter Engineering</b>				<b>(1,443.75)</b>
Traffic Control	019906	Replacement Deer Crossing Signs for Abby Ln.	2/18/2021	(190.92)
<b>Total Traffic Control</b>				<b>(190.92)</b>
Alpha Media Farmington	019881	Advertising	2/18/2021	(75.60)
<b>Total Alpha Media Farmington</b>				<b>(75.60)</b>

Family Support Payment Center	019818	Family Support Payment Center	2/1/2021	(100.85)
Family Support Payment Center	019835	Family Support Payment Center	2/8/2021	(100.85)
Family Support Payment Center	019879	family support payment center	2/15/2021	(100.85)
Family Support Payment Center	019912	Family Support Payment Center	2/22/2021	(100.85)
<b>Total Family Support Payment Center</b>				<b>(403.40)</b>
Pevely Police Association	019914	February Police Association Dues	2/22/2021	(211.67)
<b>Total Pevely Police Association</b>				<b>(211.67)</b>
Missouri Dep. Of Revenue	019913	February MO DOR Payment	2/22/2021	(6,453.00)
<b>Total Missouri Dep. Of Revenue</b>				<b>(6,453.00)</b>
Bauman Oil	019844	Public Works Fuel	2/10/2021	(1,321.65)
Bauman Oil	019844	City Hall Fuel	2/10/2021	(344.53)
Bauman Oil	019883	City Hall & PW Fuel	2/18/2021	(1,163.95)
Bauman Oil	019923	public works fuel	2/25/2021	(269.35)
Bauman Oil	019923	PD Fuel	2/25/2021	(710.22)
Bauman Oil	019923	public works fuel	2/25/2021	(600.31)
Bauman Oil	019923	Public Works Fuel	2/25/2021	(359.89)
Bauman Oil	019923	City Hall Fuel	2/25/2021	(522.69)
Bauman Oil	019923	Sewer Department Heater Fuel	2/25/2021	(41.59)
Bauman Oil	019923	Public Works Fuel	2/25/2021	(1,193.10)
<b>Total Bauman Oil</b>				<b>(6,527.28)</b>
Steve Davis	019872	Judge Davis February Payment	2/10/2021	(1,500.00)
<b>Total Steve Davis</b>				<b>(1,500.00)</b>
A-All Lock and Key Co. INC	019819	Sewer & PD Lock Smith	2/1/2021	(71.50)
<b>Total A-All Lock and Key Co. INC</b>				<b>(71.50)</b>
Quadient, INC	019867	PD Postage Payment	2/10/2021	(30.00)
Quadient, INC	019867	PD Feb.-May Postage Rental Payment	2/10/2021	(90.53)
<b>Total Quadient, INC</b>				<b>(120.53)</b>

O'Reilly Automotive	019899	Wipper Blades for Street Detp. 2011 Truck	2/18/2021	(82.76)
<b>Total O'Reilly Automotive</b>				<b>(82.76)</b>
Datamax	019822	Code Dept. Printer Tomer	2/1/2021	(282.00)
Datamax	019850	Water Dept. Printer Ink	2/10/2021	(62.17)
Datamax	019850	Admin Printer Ink	2/10/2021	(110.07)
Datamax	019850	PD Printer Ink	2/10/2021	(234.00)
Datamax	019890	Admin Printer Payment	2/18/2021	(181.01)
Datamax	019890	Court Printer Payment	2/18/2021	(195.81)
Datamax	019890	Water Dept. Printer Payment	2/18/2021	(181.01)
<b>Total Datamax</b>				<b>(1,246.07)</b>
John Deere Financial	019892	ohn Deere January Payment	2/18/2021	(1,188.29)
<b>Total John Deere Financial</b>				<b>(1,188.29)</b>
AT & T Mobility	019843	PD Monthly Firstnet Payment	2/10/2021	(661.97)
<b>Total AT &amp; T Mobility</b>				<b>(661.97)</b>
Cochran	019887	Riverview Drive Improvements	2/18/2021	(3,484.90)
Cochran	019887	Engineer Services	2/18/2021	(308.75)
<b>Total Cochran</b>				<b>(3,793.65)</b>
Sprint	019904	January Sprint Payment	2/18/2021	(788.42)
<b>Total Sprint</b>				<b>(788.42)</b>
Cardinal Electric Motor	019925	sewer dept 30 HP GE repair	2/25/2021	(267.00)
<b>Total Cardinal Electric Motor</b>				<b>(267.00)</b>
Larry Miller	019893	Larry Miller Uniform Reimbursement	2/18/2021	(42.21)
<b>Total Larry Miller</b>				<b>(42.21)</b>
Dorlac Sign Co	019851	Signs for Waste Oil Storage Cabinet	2/10/2021	(290.00)
<b>Total Dorlac Sign Co</b>				<b>(290.00)</b>

Thurman Shinn & CO	019905	January Accounting Services	2/18/2021	(4,768.96)
<b>Total Thurman Shinn &amp; CO</b>				<b>(4,768.96)</b>
Windstream Communications	019937	february windstream payment	2/25/2021	(1,589.77)
<b>Total Windstream Communications</b>				<b>(1,589.77)</b>
Environmental Analysis South, Inc.	019891	Sewer WET Test	2/18/2021	(450.00)
<b>Total Environmental Analysis South, Inc.</b>				<b>(450.00)</b>
Waste Management	019876	Feb Waste Management Payment	2/10/2021	(48,290.30)
<b>Total Waste Management</b>				<b>(48,290.30)</b>
MISSOURI DEPT OF REVENUE-TAXATION DIVISION	019862	Water Dept. January Sales Tax	2/10/2021	(2,875.28)
<b>Total MISSOURI DEPT OF REVENUE-TAXATION DIVISION</b>				<b>(2,875.28)</b>
ZOBRIO	019832	PD Technical Hours, Jan-Dec.	2/1/2021	(3,000.00)
ZOBRIO	019832	Dialk Switch for PD	2/1/2021	(55.00)
ZOBRIO	019832	PD Ruckus Wireless Support Annual Payment	2/1/2021	(367.30)
ZOBRIO	019877	February MIP Payment	2/10/2021	(3,291.00)
ZOBRIO	019910	Admin New Computers	2/18/2021	(1,513.14)
<b>Total ZOBRIO</b>				<b>(8,226.44)</b>
McCain's I-55 Auto Center	019860	Street Truck 316 Thermostat & Steering Column	2/10/2021	(368.70)
McCain's I-55 Auto Center	019860	Animal Control Truck Sensor & Oil Change	2/10/2021	(208.98)
McCain's I-55 Auto Center	019860	Code Dept. Unit 202 Oil Change	2/10/2021	(53.00)
McCain's I-55 Auto Center	019860	Code Dept Truck 202 Repair	2/10/2021	(576.03)
McCain's I-55 Auto Center	019897	Unit 781 Front End Repair	2/18/2021	(557.91)
McCain's I-55 Auto Center	019897	Unit 779 Battery & Fuel Pump	2/18/2021	(666.54)
McCain's I-55 Auto Center	019897	Unit 781 Power Steering Replacenet	2/18/2021	(226.38)
McCain's I-55 Auto Center	019897	Unit 790 Oil Change	2/18/2021	(65.82)
McCain's I-55 Auto Center	019897	Unit 777 Oil, Front Axel, Sensor & Converter	2/18/2021	(3,367.19)
<b>Total McCain's I-55 Auto Center</b>				<b>(6,090.55)</b>
WEHNER'S AWARDS, INC	019908	City Clerk Name Plate	2/18/2021	(32.40)



**Total WEHNER'S AWARDS, INC**

MERCY CORPORATE HEALTH

**Total MERCY CORPORATE HEALTH**

Quarter 1 Drug Testing

019861

2/10/2021

**(32.40)**~~(255.85)~~**(255.85)**

LYNN PEAVEY COMPANY

**Total LYNN PEAVEY COMPANY**

PD Drug Kits

019859

2/10/2021

~~(79.50)~~**(79.50)**

WIRELESSUSA

WIRELESSUSA

WIRELESSUSA

**Total WIRELESSUSA**

PD Wireless Repair

019831

2/1/2021

~~(1,137.50)~~

Accessory Kit

019909

2/18/2021

~~(130.00)~~

PD Console repair

019938

2/25/2021

~~(435.00)~~**(1,702.50)**

Crystal City Cleaners

**Total Crystal City Cleaners**

PD Dry Cleaning

019848

2/10/2021

~~(45.00)~~**(45.00)**

MARTIN VETERINARY HOSPITAL

**Total MARTIN VETERINARY HOSPITAL**

Animal Shots for Animal Control

019896

2/18/2021

~~(412.33)~~**(412.33)**

Pavement Maintenance Products

**Total Pavement Maintenance Products**

Extreme Cold Asphalt Patch for Abby

019900

2/18/2021

~~(176.25)~~**(176.25)**

LVG/LOW VOLTAGE GROUP

**Total LVG/LOW VOLTAGE GROUP**

Cell 4 PD Camera Damaged by Prisoner

019828

2/1/2021

~~(278.08)~~**(278.08)**

Duggan Law Firm LLC

**Total Duggan Law Firm LLC**

Prosecuting Attorney February Payment

019852

2/10/2021

~~(2,000.00)~~**(2,000.00)**

AV CAPTURE ALL INC.

**Total AV CAPTURE ALL INC.**

AV Capture March-Feb. Software Subscription

019882

2/18/2021

~~(4,788.00)~~**(4,788.00)**

BB&amp;T Governmental Finance

**Total BB&T Governmental Finance**

February 2021 Building payment

019924

2/25/2021

~~(608,507.99)~~**(608,507.99)**



Luby Equipment Services	019895	City Hall Generators Preventative Maintenance	2/18/2021	(420.00)
<b>Total Luby Equipment Services</b>				<b>(420.00)</b>
Rebecca Damier	019868	Rebecca Damier Uniform Reimbursement	2/10/2021	(76.25)
<b>Total Rebecca Damier</b>				<b>(76.25)</b>
County of Jefferson, Missouri ATTN: Treasurer	019888	April 6th Municipal Election Costs	2/18/2021	(3,210.00)
<b>Total County of Jefferson, Missouri ATTN: Treasurer</b>				<b>(3,210.00)</b>
Gunther Salt Company	019854	75 Tons Rock Salt	2/10/2021	(7,554.80)
Gunther Salt Company	019928	Street Dept rock salt	2/25/2021	(22,803.78)
<b>Total Gunther Salt Company</b>				<b>(30,358.58)</b>
Crafco, INC	019889	Crack Sealing Material for Hardwood Hills	2/18/2021	(2,475.00)
<b>Total Crafco, INC</b>				<b>(2,475.00)</b>
First State Community Bank	019825	PD Durango Payment	2/1/2021	(16,880.48)
<b>Total First State Community Bank</b>				<b>(16,880.48)</b>
Uline	019873	Trash Picker Pins	2/10/2021	(128.03)
<b>Total Uline</b>				<b>(128.03)</b>
Fick, Eggemeyer, & Williamson, CPA's	019824	Audit of 2019 Financial Statements	2/1/2021	(12,000.00)
<b>Total Fick, Eggemeyer, &amp; Williamson, CPA's</b>				<b>(12,000.00)</b>
Shi International Corp	019932	code enforcement 2nd monitors	2/25/2021	(219.82)
<b>Total Shi International Corp</b>				<b>(219.82)</b>
Davis Trailer Sales, Inc	019823	Repair Plug & Lights on Crack Sealer	2/1/2021	(726.00)
<b>Total Davis Trailer Sales, Inc</b>				<b>(726.00)</b>
FP Mailing Solutions	019853	Postage Machine Jan-April Payment	2/10/2021	(135.00)
<b>Total FP Mailing Solutions</b>				<b>(135.00)</b>

Guardian	019927	March 2021 Guardian Payment	2/25/2021	(3,464.02) <b>(3,464.02)</b>
<b>Total Guardian</b>				
Custom Blueprint & Supply, Inc.	019849	Blueprint Project for Code Dept.	2/10/2021	(500.70) <b>(500.70)</b>
<b>Total Custom Blueprint &amp; Supply, Inc.</b>				
Robert K. Sweeney, L.L.C.	019869	Attorney January Payment	2/10/2021	(4,815.00) <b>(4,815.00)</b>
<b>Total Robert K. Sweeney, L.L.C.</b>				
Brooks & Associates	019845	Filter Socks for Hunters Glen WWTP	2/10/2021	(10,692.00) <b>(10,692.00)</b>
<b>Total Brooks &amp; Associates</b>				
T. Drury Contracting, Inc.	019934	Payment 3 for riverview drive roadway improvements	2/25/2021	(40,156.33) <b>(40,156.33)</b>
<b>Total T. Drury Contracting, Inc.</b>				
Robert McNabb & Larissa Escoto	019870	Fence Permit Refund	2/10/2021	(50.00) <b>(50.00)</b>
<b>Total Robert McNabb &amp; Larissa Escoto</b>				
Safeguard Business Systems	019871	Court Supplies	2/10/2021	(226.65) <b>(226.65)</b>
<b>Total Safeguard Business Systems</b>				
A-1 Truck & Auto	019880	Code 202 Truck Wheels	2/18/2021	(364.80) <b>(364.80)</b>
<b>Total A-1 Truck &amp; Auto</b>				
Biddle Consulting Group, Inc.	019884	Annual TestGenius CritiCall Subscription	2/18/2021	(995.00) <b>(995.00)</b>
<b>Total Biddle Consulting Group, Inc.</b>				
O'Reilly Auto Parts	019930	Parts to rewire xhd dump truck snow plow lights Street dept	2/25/2021	(108.95) <b>(108.95)</b>
<b>Total O'Reilly Auto Parts</b>				
Superior Industrial Supply	019933	street dept. plow bolts for xhd dump truck	2/25/2021	(61.70) <b>(61.70)</b>
<b>Total Superior Industrial Supply</b>				

The T-Shirt Shack  
Total The T-Shirt Shack

019935

PD Face Masks

2/25/2021

(240.00)  
(240.00)

Report Total

(864,854.19)

Copy

**AN ORDINANCE AMENDING SECTION 230.020 OF THE CITY OF PEVELY  
MUNICIPAL CODE PERTAINING TO SOLID WASTE STORAGE**



WHEREAS, the Mayor and Board of Aldermen of the City of Pevely, Missouri wish to amend and clarify the language describing how solid waste can be stored at various types of locations throughout the City; and

WHEREAS, the most appropriate way to amend such language is to repeal and replace in its entirety Section 230.020 of the Municipal Code of the City of Pevely, Missouri which describes solid waste storage requirements throughout the City.

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

Section 1. Section 230.020 of the Municipal Code of the City of Pevely, Missouri is hereby repealed in its entirety and replaced by the following language:

**Section 230.020 Solid Waste Storage**

- A. The occupant of every dwelling and of every institutional, commercial, business, industrial, or agricultural establishment producing solid waste within the corporate limits of the City shall provide sufficient and adequate containers for the storage of all solid waste, except bulky rubbish and demolition and construction waste, to serve each such dwelling and/or establishment and to maintain such solid waste containers at all times in good repair.
- B. The occupant of every dwelling and of every institutional, commercial, business, industrial, or agricultural establishment shall place all solid waste to be collected in proper solid waste containers and shall maintain such solid waste containers and the area surrounding them in a clean, neat, and sanitary condition at all times. Accumulation of waste in suitable containers shall not be stored upon any site in the City for a period longer than seven (7) days.
- C. Residential solid waste shall be stored in containers of not more than ninety-six (96) gallons nor less than twenty (20) gallons in nominal capacity, except that residential solid waste may be stored in trash bags of adequate strength in a size not to exceed fifty-five (55) gallons. All containers, including bags, shall be leakproof, watertight, and properly covered, tied, or enclosed, except when depositing waste therein or removing the contents thereof. Containers other than bags shall have handles, bails, or other suitable lifting devices or features and shall be of lightweight and sturdy construction. Containers other than bags shall be of a type originally manufactured for residential solid waste with

tapered sides for easy emptying. The weight of any individual container, including bags and its contents, shall not exceed fifty (50) pounds. Other containers may be used for storage of residential solid waste as approved by the City.

- D. Commercial solid waste shall be stored in solid waste containers as approved by the City. The containers shall be waterproof, leakproof, and shall be covered or enclosed at all times except when depositing waste therein or removing the contents thereof and shall meet all requirements as set forth by Section 230.060.
- E. Tree limbs that are no larger than six (6) inches in diameter and no larger than forty-eight (48) inches in length may be stacked along the curb in neat piles for retrieval. These limbs shall not be bundled or otherwise tied together.
- F. Tree limbs larger than six (6) inches in diameter or larger than forty-eight (48) inches in length shall be properly disposed of by the property owner.
- G. Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises, or upon adjacent public rights-of-way. The weight of any individual container and contents shall not exceed fifty (50) pounds.
- H. Solid waste containers which do not meet the specifications as outlined in this Section will be collected together with their contents and disposed of.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinctive, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Read twice and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO



APPROVED AS TO FORM:

---

City Attorney



**To Put Bill #1537 on its 1st Reading  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Accept Bill #1537 on its 1st Reading  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



**To Put Bill #1537 on its 2nd Reading  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Bill #1537:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



**AN ORDINANCE ANNEXING CERTAIN TERRITORY INTO THE CITY OF PEVELY,  
MISSOURI**

WHEREAS, on October 23, 2020 the fee simple owners of certain tracts of land, more particularly described on Exhibit A, which is attached hereto and made a part hereof, submitted a verified petition requesting voluntary annexation of the tracts of land into the City of Pevely, Missouri under Sections 71.012 and 71.014 of the Revised Statutes of Missouri; and



WHEREAS, said real estate as hereinafter described is adjacent and contiguous, as those terms are defined in Section 71.012 Revised Statutes of Missouri, to the present corporate limits of the City of Pevely, Missouri; and

WHEREAS, the Board of Aldermen of the City of Pevely, Missouri finds and determines that said annexation is reasonable and necessary to the proper development of the City; and

WHEREAS, the City of Pevely is able to furnish normal municipal services to said area within a reasonable amount of time after annexation.

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

Section 1. The City of Pevely hereby completes the annexation of unincorporated areas adjacent to the Pevely city limits, more fully described in Exhibit A attached hereto in accordance with Sections 71.012 and 71.014 of the Revised Statutes of Missouri.

Section 2. The City of Pevely city limits are hereby extended to include the annexation areas within the City of Pevely city limits. The annexation areas are described in Exhibit A attached hereto and made a part hereof by reference.

Section 3. The effective date and time of the annexation will be 12:01 a.m., April 1st, 2021.

Section 4. Normal city services shall be afforded to the annexation territory immediately from and after the effective date and time of the annexation.

Section 5. Zoning of the annexation areas shall be established by the Board of Aldermen upon the recommendation of the Planning & Zoning Commission in accordance with City ordinance governing same.

Section 6. The annexation areas shall be designated as part of Ward 1, unless



subsequently reassigned through a process of ward redistricting.

Section 7. The City Clerk of the City of Pevely is hereby ordered to cause three certified copies of this ordinance to be filed with the Jefferson County Clerk.

Section 8. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

Read twice and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**To Put Bill #1538 on its 1st Reading  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Accept Bill #1538 on its 1st Reading  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_



**To Put Bill #1538 on its 2nd Reading  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Bill #1538:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

Exhibit A

Parcel A

Parcel ID#: 08-7.0-35.0-0-000-010  
Approximate Size: 3.52 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

Parcel B

Parcel ID#: 08-7.0-35.0-0-000-010.03  
Approximate Size: 1.16 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

Parcel C

Parcel ID#: 08-7.0-35.0-0-000-010.04  
Approximate Size: 0.49 acres  
Owner Name: Michael T & Rachael R Menkhus  
Mailing Address: 865 Cha Bern Drive, Pevely MO 63070

Parcel D

Parcel ID#: 08-7.0-35.0-0-000-011  
Approximate Size: 1.50 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

Parcel E

Parcel ID#: 08-7.0-35.0-0-000-011.01  
Approximate Size: 4.38 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

Parcel F

Parcel ID#: 08-7.0-35.0-0-000-012  
Approximate Size: 24.34 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

Parcel G

Parcel ID#: 08-7.0-36.0-0-000-035  
Approximate Size: 43.58 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070



**Parcel H**

Parcel ID#: 08-7.0-36.0-0-000-035.03  
Approximate Size: Unlisted  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

**Parcel I**

Parcel ID#: 08-7.0-36.0-0-000-035.16  
Approximate Size: 4.17 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

**Parcel J**

Parcel ID#: 08-7.0-36.0-0-000-035.17  
Approximate Size: 2.96 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

**Parcel K**

Parcel ID#: 08-7.0-36.0-0-000-035.34  
Approximate Size: 1.48 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

**Parcel L**

Parcel ID#: 08-7.0-36.0-0-000-036.01  
Approximate Size: Unlisted  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

**Parcel M**

Parcel ID#: 08-7.0-36.0-0-000-036.02  
Approximate Size: Unlisted  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070

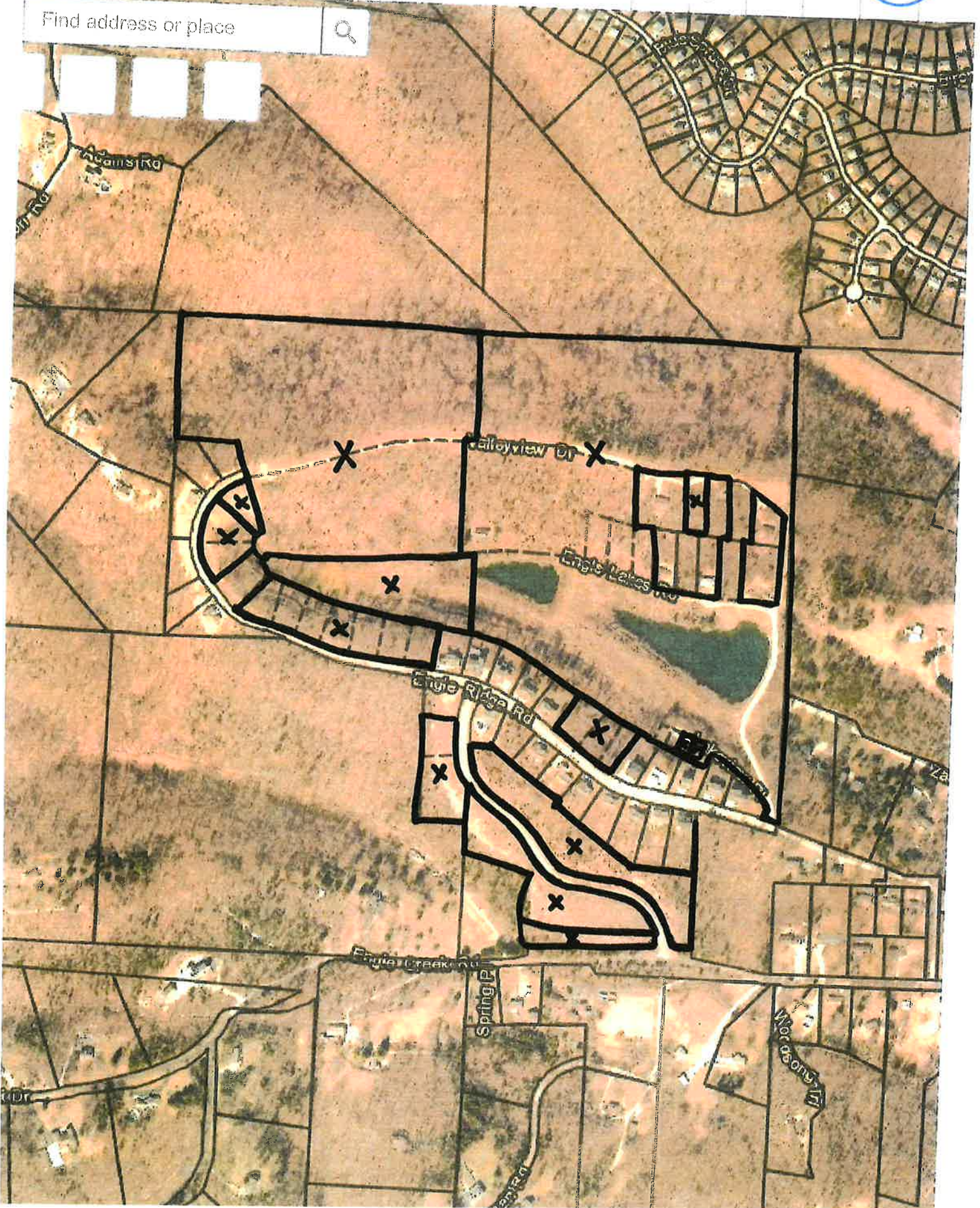
**Parcel N**

Parcel ID#: 08-7.0-36.0-0-000-077  
Approximate Size: 0.88 acres  
Owner Name: William R & Tamara J Menkhus Et Al  
Mailing Address: 864 Cha Bern Drive, Pevely MO 63070





Find address or place





RESOLUTION NO. 2021/94

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE  
AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH THE SANSONE GROUP,  
LLC FOR COMMERCIAL REAL ESTATE SERVICES**



WHEREAS, the City of Pevely currently owns three separate parcels at the intersection of Missouri Route Z and Main Street which, in total, equal approximately 1.85 acres; and

WHEREAS, this real estate is a prime location for retail or commercial development within the City Limits and the Mayor and Board of Aldermen wish to sell the property; and

WHEREAS, the City of Pevely solicited and reviewed submissions from commercial real estate brokers and firms to assist with selling this real estate; and

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interest of the City of Pevely to enter into an Exclusive Right to Sell Agreement with the Sansone Group, LLC for commercial real estate services.

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

1. The Mayor is hereby authorized and directed on behalf of the City to enter into and execute an Exclusive Right to Sell Agreement with the Sansone Group, LLC for specific commercial real estate services.
2. The Exclusive Right to Sell Agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
3. The Mayor and the officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Exclusive Right to Sell Agreement.

Read once and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Presiding Officer of the Board of Aldermen

\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO



ATTEST:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO

**To Read Resolution #2021/94  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2021/94:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_





This document has legal consequences.  
If you do not understand it, consult your attorney.

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To be used exclusively by REALTORS®

01/19

St. Louis  
Commercial  
REALTORS

**EXCLUSIVE RIGHT TO SELL OR LEASE AGREEMENT  
(Commercial Property)**



Date: 2/18/21

This Agreement is for ☒ "Agency" OR ☐ "Transactional Brokerage" (select ONLY one)

*Note: If BROKER (and affiliated licensee(s)) "is" permitted to act as a "Transaction Broker" by the above selection, there is no agency relationship between the undersigned BROKER and the undersigned OWNER. In this case, BROKER (and affiliated licensee(s)) shall not act as OWNER'S Limited Agent in any fashion whatsoever.*

This Agreement is made and entered into between:

City of Pevely

Sansone Group, LLC

OWNER and

Missouri licensed real estate firm)

BROKER (a

OWNER and BROKER agree that the property described below ("PROPERTY") is listed on an exclusive right to sell or lease basis, and that BROKER has the sole and exclusive right to sell or lease the PROPERTY during the term of this Agreement.

**1. TERM.**

Date Agreement shall begin: 3/1/21

Date Agreement shall end: 2/28/22\*

**Additional Period:** \*Agreement shall auto extend on a month-to-month basis until receipt of written notice to terminate by either party (all written notice is acceptable - for example: email, USPS, Certified).

OWNER shall pay BROKER a commission or fee if: (a) the PROPERTY is sold, leased or exchanged by BROKER, OWNER or by any other party during the term of this Agreement; or (b) within the Additional Period as stated above the following expiration of this Agreement the PROPERTY is leased, sold or exchanged with any party whom BROKER has contacted and whose name was disclosed to OWNER by BROKER in writing prior to the expiration of this Agreement; or (c) at any time after expiration of this Agreement, OWNER and a purchaser or tenant whose name was previously disclosed to OWNER by BROKER continue to actively negotiate a lease, sale or exchange contract and such transaction is ultimately consummated. The commission or fee shall be earned when: (a) sale or exchange contract is ultimately consummated, or a lease contract is executed by OWNER and tenant on the general terms set forth below or any other terms agreed to by OWNER or (b) such sale, exchange or lease contract fails to be consummated due to breach by, or caused by, OWNER.

**2. PROPERTY.**

Address of: Approx. 1.85 acres located at the intersection of Main Street and Route Z

City of (if any): Pevely

County: Jefferson

31 **3. OFFERING TERMS.**

32 **Sale Price:** \$967,000

33 **Sale:** As approved by owner.

34 **Terms:** As approved by owner.

35  
36 **Lease Rate:** N/A

37 **Lease Terms:** N/A

38  
39 **4. COMMISSION.**

40 **(a) Sale or Exchange**

41 The sale commission or fee shall be paid on the closing statement at closing. OWNER shall acknowledge in the sale contract  
42 the existence of this Agreement and that a commission is due BROKER. In the event an earnest deposit is made on such sale  
43 contract and OWNER becomes entitled to retain such deposit, one-half of the deposit shall be paid to the BROKER, but such  
44 payment shall not be in excess of the commission or fee to which BROKER would otherwise have been entitled as described  
45 herein.

46 **Sale or Exchange Commission or Fee Terms of BROKER:** Six percent (6%) of the Sale Price.



47  
48 **(b) Lease**

49 The commission shall be paid on the earliest of: (a) delivery of possession of the PROPERTY to the tenant; (b) payment of the  
50 first month's rent; or (c) commencement of the lease term. OWNER shall acknowledge the commission in the lease contract  
51 the existence of this Agreement and that a commission or fee is due BROKER. In the event a deposit is made on such lease and  
52 OWNER later becomes entitled to retain the deposit, one-half of the deposit shall be paid to the BROKER, but such payment  
53 shall not be in excess of the commission or fee to which BROKER would otherwise have been entitled as described herein.

54 **Lease Commission or Fee Terms of BROKER:**

55 N/A

56  
57  
58 In the event the PROPERTY, or a portion thereof, is leased to a tenant and thereafter during such tenant's occupancy; the premises  
59 leased by tenant is enlarged, OWNER shall pay to BROKER the above commission or fee with respect to the enlarged premises  
60 upon commencement of the term of the enlarged premises. In the event the PROPERTY, or a portion thereof, is leased to a  
61 tenant and thereafter during such tenant's occupancy, the PROPERTY is purchased by such tenant, OWNER shall pay to  
62 BROKER the sales commission or fee (as stated herein), after crediting thereto the amount of all leasing commission previously  
63 paid by OWNER to BROKER but not yet accrued, provided, however, that such credit shall never exceed the amount of the sales  
64 commission or fee. By way of example, if a tenant leases the property for five years and purchases the PROPERTY at the end  
65 of the second lease year, the amount of the leasing commission paid by OWNER to BROKER for rent payable during the last  
66 three years of the lease shall be credited against the sales commission or fee.

67 **5. AGENCY.**

68 OWNER has read and acknowledges the information below, as applicable, such information being further referenced on Exhibit  
69 A, attached hereto and incorporated herein:

- 70 (a) Definitions as adapted from Section 339.710 RSMo
- 71 (b) Duties & Obligations of Limited Agency for Seller or Landlord as adapted from Section 339.730 RSMo
- 72 (c) Duties & Obligations of Limited Agency for Buyer or Tenant as adapted from Section 339.740 RSMo
- 73 (d) Duties & Obligations of Transaction Broker as adapted from Section 339.755 RSMo
- 74 (e) Duties & Obligations of Dual Agent as adapted from Section 339.750 RSMo
- 75 (f) Missouri Broker Disclosure Form (11/2008)



BROKER and affiliated licensee(s) duties and responsibilities shall be governed by the selection below (at least one selection MUST be made):

☐ "DOESN'T APPLY DUE TO SELECTION OF TRANSACTIONAL BROKERAGE" OR UNDER AN AGENCY AGREEMENT SELECTION, BROKER ☒ "IS" OR ☐ "IS NOT" (select ONLY one) permitted to offer "subagency" to other designated brokers.

☐ "DOESN'T APPLY DUE TO SELECTION OF TRANSACTIONAL BROKERAGE" OR UNDER AN AGENCY AGREEMENT SELECTION, BROKER (and affiliated licensee(s)) ☒ "IS" OR ☐ "IS NOT" (select ONLY one) permitted to act as a "disclosed dual agent".

BROKER ☒ "IS" OR ☐ "IS NOT" (select ONLY one) authorized to cooperate with and compensate other brokers, including but not limited to, buyer's agents and or transaction brokers.

(IF APPLICABLE) If BROKER cooperates with another broker, BROKER shall NOT receive less than the minimum amount or minimum percent, as stated below, of the total commission or fee due.

In no event, shall Broker be paid less than three percent (3%) in the event of a cooperating broker's involvement.



BROKER may appoint an agent/licensee as OWNER'S DESIGNATED AGENT/licensee as described in the Missouri Real Estate Commission's "Missouri Broker Disclosure Form" and "Definitions" in Exhibit A, attached hereto. (Note: If a designated agent/licensee is appointed, then the designated agent/licensee must sign this Agreement).

#### 6. COSTS.

In addition to BROKER'S commission, OWNER shall reimburse BROKER for all costs incurred by BROKER to advertise the PROPERTY for sale or lease, including but not limited to, costs associated with marketing brochures, print ads and signs for the PROPERTY. OWNER shall reimburse BROKER for all such documented costs within N/A days of OWNER'S receipt of documentation of such costs.

#### 7. MISCELLANEOUS.

(a) OWNER shall refer all inquiries and prospects relating to the PROPERTY to BROKER. (b) OWNER agrees to indemnify and save BROKER harmless from and against any liability, loss or expense incurred by BROKER as a result of OWNER's misrepresentation or failure to disclose any adverse condition concerning the PROPERTY known to OWNER. (c) OWNER agrees to pay on demand all BROKERS'S costs and expenses incurred in enforcing BROKER'S rights hereunder, including reasonable attorney's fee. (d) This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto. (e) This agreement may not be assigned, sold or otherwise transferred to another broker without the express written consent of all parties to the original agreement. (f) The undersigned signatory for OWNER hereby certifies that the undersigned is the only OWNER of the PROPERTY and is duly authorized and has the authority to bind OWNER and to execute this Agreement on the OWNER'S behalf and no further consent or agreements from other parties are required to so execute this Agreement. (g) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. (h) PROPERTY is being offered without regard to race, color, creed, religion, sex, national origin, handicap or familial status.

#### 8. ADDITIONAL TERMS AND CONDITIONS (if any).

Paragraph 6 does not apply - Broker to pay marketing expenses which includes:

Signage, Brochure, Email Campaign & Online Listing services (CoStar & Catalyst)  
& advertising on Sansone Group Company Website

**DESIGNATED AGENT/LICENSEE (If Applicable)**

**AGENT NAME:** Grant Mechlin & Mark Kornfeld

**Signature:**

**Title:** Managing Director - Retail Services

**Date:**

**BROKER:** Sansone Group, LLC

**Signature:**

**Title:** Broker

**Print Full Name:** Scott Savacool

**Date:**

**Attention:**



**BROKER:** Sansone Group, LLC

**Mailing Address:** 120 S. Central Ave, Suite 500

St. Louis, MO 63015

**Telephone:** 314-727-6664

**Fax Number:** 314-727-6101

**OWNER:**

**Signature:**

**Title:**

**Print Full Name:**

**Date:**

**Attention:**

**Company Name:**

**Mailing Address:**

**Telephone:**

**Fax Number:**



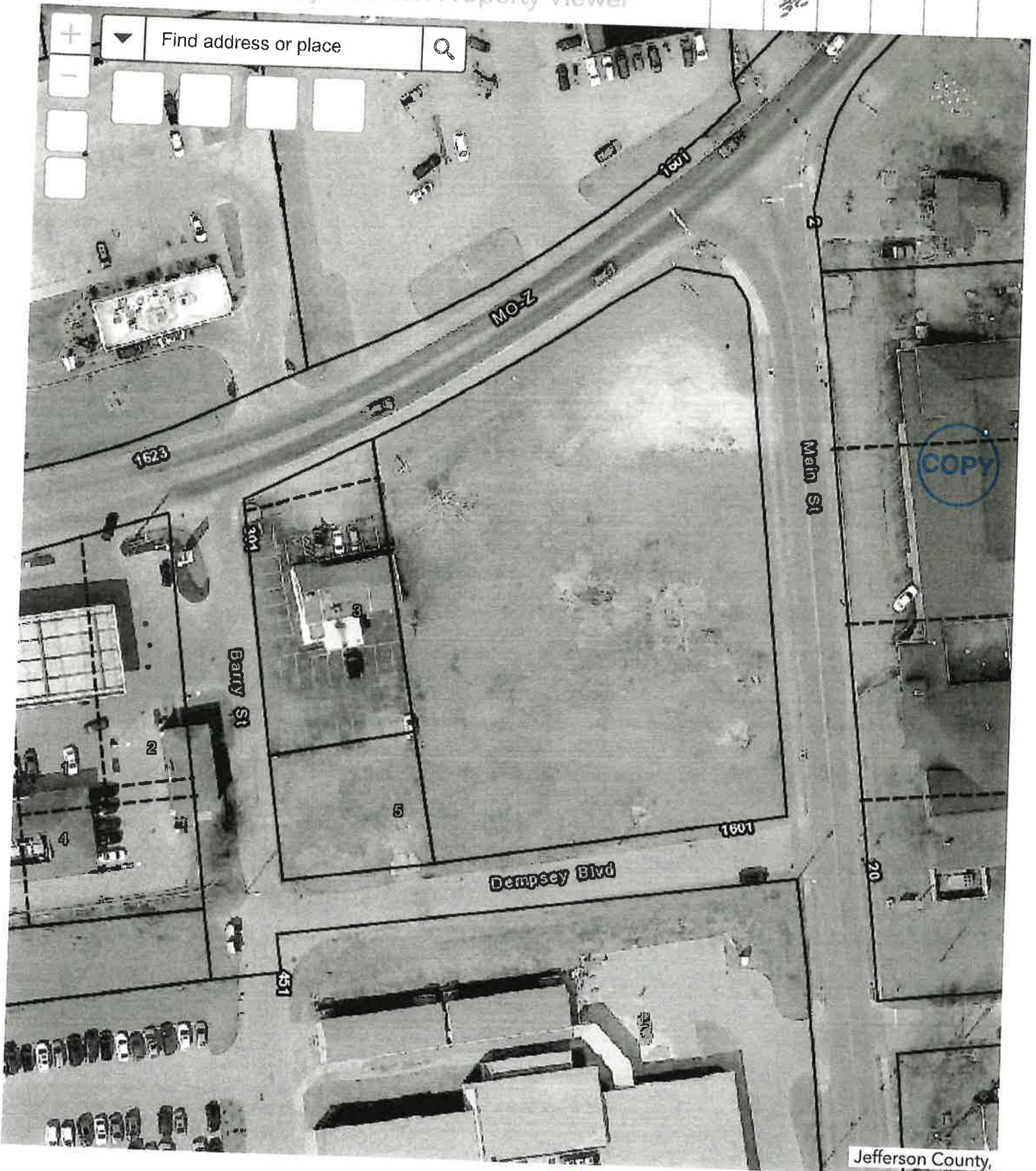


# Jefferson County Missouri Property Viewer

30



Find address or place



Jefferson County,



App State

Find to remove the map extent and lay its  
availability where a map layout



RESOLUTION NO. 2021/95

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND EXECUTE A BIOSOLIDS SLUDGE REMOVAL AND DISPOSAL AGREEMENT WITH METRO-AG WASTE INJECTION SYSTEMS, INC.**

WHEREAS, the City of Pevely provides wastewater treatment services to its residents and operates a wastewater treatment facility as part of providing that service; and



WHEREAS, the sludge from the wastewater treatment facility needs to be removed and safely disposed of from time to time by a competent and qualified firm; and

WHEREAS, the City of Pevely published a Request for Proposals for sludge hauling and removal on December 10, 2020 and reviewed and analyzed the submissions after the published deadline of January 7, 2021; and

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interest of the City of Pevely to enter into a Biosolids Sludge Removal and Disposal Agreement with Metro-Ag Waste Injection Systems, Inc. for the scope of work described therein.

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

1. The Mayor is hereby authorized and directed on behalf of the City to enter into and execute a Biosolids Sludge Removal and Disposal Agreement with Metro-Ag Waste Injection Systems, Inc.
2. The Biosolids Sludge Removal and Disposal Agreement shall be substantially the same in form and content as described on Exhibit A, attached hereto and made a part hereof.
3. The Mayor and the officers, agents, and employees of the City are hereby authorized and directed to take such further action and execute such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the terms of the proposed Biosolids Sludge Removal and Disposal Agreement.

Read once and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Presiding Officer of the Board of Aldermen

---

Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

---

Ashton Lowery  
City Clerk of Pevely, MO



**To Read Resolution #2021/95  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2021/95:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_





## Biosolids Sludge Removal and Disposal Agreement

THIS CONTRACT is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Pevely ("City") and Metro-Ag Waste Injection Systems, Inc., 550 N 2nd Street, Suite 202, Breese, IL 62230 (hereinafter "Contractor").

1. **Term.** The term of this contract is for three (3) years, but 2022 will be a no haul year.

2. **Contractor's Obligations.** Contractor shall:

a. Comply with all relevant and applicable subparts and sections of Title 40 of the Code of Federal Regulations Part 503 (40 CFR 503).

b. Submit a biosolids compliance report and a site application summary to the City. The biosolids removal compliance reports must be submitted to the Wastewater Treatment Plant Chief Operator no later than December 15, 2021 and December 15, 2023 or within thirty (30) days after the biosolids have been removed, whichever comes first. Contractor will not receive payment until after the biosolids have been removed and the City has received the final compliance reports.

c. The biosolids shall be land-applied either by subsurface injection or by applying the biosolids to the surface and disking under agricultural fields. Other methods of sludge disposal may be approved by the City and written approval will be provided in those instances.

d. If land-applying the biosolids, locate the proper amount of land (acreage) for the quantity of biosolids being deposited.

e. Submit a complete soil laboratory analysis report for each individual application site.

f. Submit plat maps that clearly identify each individual application site.

g. Submit landowner information sheets for each individual application site.

h. Submit a complete residuals application summary.

i. Submit fully executed and complete copies of the following forms, and any others that may be required, as published and required by the Missouri Department of Natural Resources:

Form S – Section 1 – Domestic Sludge Reporting (Form MO 780-1636)

Form S – Section 2 – Laboratory Results – Form SA (Form MO 780-1630)

Form S – Section 3 – Land Application (Form MO 780-1629)

Form S – Section 4 – Sludge Hauling (Form MO 780-1635)

j. Commence its responsibilities under the Contract no earlier than September 1st and must complete its responsibilities on or before December 15th of each haul year (2021 and 2023) unless otherwise agreed by both parties.



k. Contractor shall notify the Chief Operator of its intent to begin the work described in this contract at least fourteen (14) calendar days before the anticipated start date.

1. Contractor, upon completion of the work, will be responsible for repairing any damages caused by Contractor or any subcontractor to the treatment facility grounds and any other City-owned property. This shall include, but shall not be limited to, any ruts in the grass, damaged or broken manhole covers, damaged fire hydrants, bent or damaged fences or gates, and damaged driveway surfaces.

**3. Compensation and Expenses, Invoicing, Payment and Offset.** The City shall compensate Contractor for its services as follows:

Year 1 (2021) Cost per Gallon  
for Sludge Hauling and Disposal: \$0.061 (6.1 cents) per gallon

Year 2 (2022) NO HAUL YEAR

Year 3 (2023) Cost per Gallon  
for Sludge Hauling and Disposal: \$0.061 (6.1 cents) per gallon



Contractor agrees to submit invoices within thirty (30) days of the completion of the work in each haul year. The City will pay to Contractor fifty percent (50%) of the total cost of hauling upon receipt of the invoice and will pay the remaining fifty percent (50%) upon satisfactory receipt of copies of the reports required herein.

**4. City's Exclusive Ownership of Work Product.** Drawings, specifications, guidelines and other documents prepared by Contractor in connection with this contract shall be the property of the City. However, Contractor shall have the right to utilize such documents in the course of its marketing, professional presentations, and for other business purposes. Contractor assigns to City the copyrights to all work prepared, developed, or created pursuant to this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; 4) perform the works publicly; and 5) to display the work publicly. Contractor shall have right to use materials produced in the course of this contract for marketing purposes and professional presentations, articles, speeches and other business purposes.

**5. The City of Pevely's Obligations.** The City of Pevely shall administer this contract through a Chief Operator or other individuals as designated by the City Administrator. In the event that Chief Operator is not available, the City Administrator shall assume the City Representative's duties.

**6. Termination Prior to Expiration of Contract Term.** The City has the right to terminate this contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof. Such notice shall be given at least thirty (30) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this contract shall become the City's property. Contractor shall be entitled to receive compensation in accordance with the

contract for any satisfactory work completed pursuant to the terms of this contract prior to the date of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor.

**7. Independent Contractor Status.** A. The parties to this contract intend that the relationship between them contemplated by the contract is that of independent contractor. Contractor, and any agent, employee, or servant of Contractor shall not be deemed to be an employee, agent, or servant of the City of Pevely. B. Contractor is not required to offer his services exclusively to the City of Pevely under this contract. Contractor may choose to work for other individuals or entities during the term of this contract, provided that the basic services and deliverable products required under this contract are submitted in the manner and on the schedule defined under this contract. C. Contractor warrants that all work produced will conform to all applicable industry standard of care, skill and diligence in the performance of Contractor's obligations under this contract. D. Contractor shall not attempt to oversee or supervise the work or actions of any City of Pevely employee, servant or agent in the course of completing work under this contract. E. Contractor is not entitled to any Workers' Compensation benefits through the City of Pevely and is responsible for payment of any federal, state, FICA and other income taxes.



**8 Assignability.** This contract is not assignable by either party. Any use of subcontractors by the Contractor for performance of this contract must be accepted in writing by the City.

**9. Binding Arbitration.** Any disputes arising out of this contract shall be subject to binding arbitration. The parties agree that any disputes concerning the terms and conditions of this contract shall be submitted and finally settled by arbitration. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association. Costs of the arbitration shall be awarded to the substantially prevailing party.

**10. Severability.** In the event that any provision of this contract shall be held to be invalid or unenforceable, the remaining provisions of this contract shall remain valid and binding upon the parties hereto

**11. Integration and Modification.** A. This contract represents the entire and integrated contract between the City and the Contractor and supersedes all prior negotiations, representations, or contract, either written or oral. This contract may be amended only by written contract signed by both the City and the Contractor. B. The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon between the City and the Contractor, shall be in writing and upon execution shall become part of this contract.

**12. Indemnity.** A. The Contractor agrees to indemnify, hold harmless and, not excluding the City's right to participate, defend the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, volunteers, and any jurisdiction or agency issuing permits for any work included in the project, hereinafter referred to as indemnitee, from all suits and claims, including attorney's fees and cost of litigation, actions, loss, damage, expense, cost or claims of any character or any nature arising



out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, law or court decree. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. B. The Contractor further shall investigate, process, respond to, adjust, provide defense for and defend, pay or settle all claims, demands, or lawsuits related hereto at its sole expense and shall bear all other costs and expenses related thereto, even if the claim, demand or lawsuit is groundless, false or fraudulent.

**13. Insurance.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.



A. Coverage and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below. An umbrella and/or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Statutory Workers' Compensation: Missouri statutory minimums
  - a. Policy shall contain a waiver of subrogation against the City.
  - b. This requirement shall not apply when a contractor or subcontractor is exempt under Missouri Workers' Compensation Act., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Minimum Limits:

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability)	\$ 1,000,000

2. Commercial General Liability – ISO 1CG 0001 form or equivalent.  
(With City named as an additional insured) Minimum Limits:

General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal/Advertising Injury	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Payments (Any One Person)	\$ 5,000

Coverage to include:

- Additional Insured—Owners, Lessees or Contractors  
Endorsement, ISO Form 2010 (2004 Edition or equivalent)
- Additional Insured—Owners, Lessees or Contractors  
Endorsement, ISO CG 2037 (2004 Edition or equivalent)
- The policy shall be endorsed to include the following additional insured language on the Additional Insured Endorsements specified above:  
“City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers named as an additional insured with respect to liability and defense of suits arising out of the activities performed by, or on behalf of the Contractor, including completed operations”.



3. Auto Liability: Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.  
Minimum Limits: Bodily Injury/Property Damage (Each Accident) \$ 1,000,000

**B. Proof of Insurance:**

1. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the City, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to: nschauf@cityofpevely.org. If the insurance carrier will not provide the required notice, the Contractor and or its insurance broker shall notify the City of any cancellation, or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurers' notification to that effect. Simultaneously with the Certificates of Insurance, the Contractor shall file with the City a certified statement as to claims pending against the required coverages, reserves established on account of such claims, defense costs expended and amounts remaining on policy limits.

2. In addition, these Certificates of Insurance shall contain the following clauses:

- a. The contractor's insurance shall be primary and noncontributory with any insurance or self-insurance purchased by the City.

b. The insurance companies issuing the policy or policies hereunder shall have no recourse against the City of Pevely for payment of any premiums or for assessments under any form of policy.

c. Any and all deductibles or self-insured retentions in the above-described insurance policies shall be assumed by and be for the amount of, and at the sole expense of the Contractor.

d. Location of operations shall be: "all operations and locations at which work for the referenced Project is being done."



3. Certificates of Insurance for all renewal policies shall be delivered to the City's Representative at least fifteen (15) days prior to a policy's expiration date except for any policy expiring on the expiration date of this contract or thereafter.

4. The City reserves the right to request and receive a copy of any policy and any policy endorsement at any time during the term of this contract.

**14. Surety and Performance.** The Contractor shall within fifteen (15) days after the receipt of the awarding of this contract, furnish the City with a Performance bond and a Payment Bond in penal sums equal to the amount of the full contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements in the Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work pursuant to the Contract. Such bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond or bonds in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

Acknowledgement and agreement are given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**15. Liquidated Damages.** Failure of the Contractor to perform as described, or not complete all activities as required and as provided herein, will result in the assessment of liquidated damages, as follows: a sum equal to two hundred fifty dollars (\$250.00) for each calendar day beyond December 15 that the work contemplated in the Contract is not complete for each hauling year (2021 and 2023). The parties acknowledge that the special nature of sludge hauling and the various regulations, procedures and penalties associated with this activity make it especially



sued for both liquidated and actual damages. The parties acknowledge that this liquidated damage is in addition to and not in lieu of actual damages.

**16. Exemptions and Preferences.** All purchases of construction or building or any other materials for this contract shall not include Federal Excise Taxes or Missouri state or local sales or use taxes. The City of Pevely is exempt from such taxes.

**17. Records.** The Contractor shall maintain comprehensive, complete and accurate books, records, and documents concerning its performance relating to this contract for a period of three (3) years after final payment under the contract and the City shall have the right within the three (3) year period to inspect and audit these books, records and documents, upon demand, in a reasonable manner and at reasonable times, for the purpose of determining, by accepted accounting and auditing standards, compliance with all provisions of the contract and applicable law.



**18. Jurisdiction and Venue.** The parties agree that this contract was made in accordance with the laws of the State of Missouri and shall be so construed. Venue is agreed to be exclusively in the courts of Jefferson County, Missouri.

**19. Attorney's Fees.** In the event that legal action is necessary to enforce any of the provisions of this contract beyond the arbitration described in Paragraph 9, the substantially prevailing party shall be entitled to its costs and reasonable attorney's fees.

**20. Governmental Immunity.** Contractor agrees and understands that the City of Pevely is relying on and does not waive, by any provision of this contract, the monetary limitations or terms or any other rights, immunities, and protections available to the City of Pevely or any of its officers, agents or employees. Further, nothing in this contract shall be construed or interpreted to require or provide for indemnification of the Contractor by the City for any injury to any person or any property damage whatsoever which is caused by the negligence or other misconduct of the City or its agent or employees.

**21. Current Year Obligations.** The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the City of Pevely. The City of Pevely's obligations under this contract are subject to the City of Pevely's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provisions of the contract shall constitute a mandatory charge or requirement in any ensuing fiscal year beyond the then current fiscal year of the City of Pevely. No provision of the contract shall be construed or interpreted as creating a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Pevely within the meaning of any constitutional or statutory debt limitation. This contract shall not directly or indirectly obligate the City of Pevely to make any payments beyond those appropriated for the City of Pevely's then current fiscal year. No provisions of this contract shall be construed to pledge or create a lien on any class or source of the City of Pevely's moneys, nor shall any provision of this contract restrict the future issuance of the City of Pevely's bonds or any obligations payable from any class or source of the City of Pevely's money.

22. Notice. Any written notice required by this contract shall be deemed delivered through any of the following: (1) hand delivery to the person at the address below; (2) delivery by facsimile with confirmation of receipt to the fax number below; or (3) within three (3) days of being sent certified first class mail, postage prepaid, return receipt requested addressed as follows:

A. To City of Pevely:

Nathan Schauf  
City Administrator  
401 Main Street  
Pevely, MO 63070



B. To Contractor:

Brian Kramer  
President  
Metro-Ag Waste Injection Systems, Inc.  
550 N. 2nd Street, Suite 202  
Breese, IL 62230

23. **Verification.** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or other programs established by the State of Missouri, Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or other program established by the State of Missouri to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken by the Missouri Department of Labor and Industrial Relations.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first set out herein above.

**METRO-AG WASTE  
INJECTION SYSTEMS, INC.**

**CITY OF PEVELY, MISSOURI:**

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

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



\_\_\_\_\_  
Brian Kramer, President

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Stephanie Haas, Mayor

ATTEST: \_\_\_\_\_



RESOLUTION NO. 2021/96

**A RESOLUTION APPROVING A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH FIRST STATE COMMUNITY BANK**



WHEREAS, the City of Pevely (Lessee) desires to obtain funds to pay the costs of acquiring the Equipment described in the attached Tax-Exempt Equipment Lease Purchase Agreement; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for Lessee to enter into the Tax-Exempt Equipment Lease Purchase Agreement with First State Community Bank, as Lessor (Lessor), pursuant to which Lessee will lease the Equipment, with an option to purchase, from Lessor, on an annually renewable basis, and commencing on the date Lessor deposits funds equal to the initial principal amount of the Equipment Lease Purchase Agreement into an account held pursuant to the below-mentioned Account Control Agreement, to be used to pay the costs of acquiring and installing the Equipment and to pay related costs; and

WHEREAS, the Equipment is not available for immediate delivery, therefore, it is necessary and desirable for Lessee to also enter into an Account Control Agreement, in substantially the form attached to this resolution, pursuant to which the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement will be held by the bank therein-named as Deposit Bank (Deposit Bank), in an account established in Lessee's name, but subject to Lessor's security interest and Lessor's approval of disbursements.

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

1. Authorization and Approval of the Tax-Exempt Equipment Lease Purchase Agreement. The Tax-Exempt Equipment Lease Purchase Agreement, together with all exhibits thereto, including but not limited to the Account Control Agreement (Lease Documentation) is hereby approved in substantially the form attached to this Ordinance, with such changes therein as are approved by the officer of Lessee hereafter authorized to execute and deliver the Lease Documentation, the execution of the Lease Documentation by such officer being conclusive evidence of such approval, provided that the Lease Documentation shall be consistent with the following terms:
  - a. The aggregate principal portion of Rental Payments will not exceed \$82,582.
  - b. The interest portion of Rental Payment will be calculated at an annual interest rate not exceeding 1.95%.

- c. Rental Payments will be due in FIVE approximately equal installments, with the first Rental Payment due on the first anniversary of the Commencement Date of the Tax-Exempt Equipment Lease Purchase Agreement, and succeeding Rental Payments due on the annual anniversary of the Commencement Date (as defined in the Tax-Exempt Equipment Lease Purchase Agreement).
- d. The final scheduled Rental Payment will be due on the fifth anniversary of the Commencement Date.



Moneys sufficient to pay all Rental Payments required to be paid under the Tax-Exempt Equipment Lease Purchase Agreement during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Lessee's obligation to pay Rental Payments (as defined in the Tax-Exempt Equipment Lease Purchase Agreement) is subject to annual appropriation, will constitute a current expense, and will not in any way be construed to be an indebtedness or liability of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by Lessee, nor will anything contained in the Tax-Exempt Equipment Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of Lessee, and all provisions of the Tax-Exempt Equipment Lease Purchase Agreement will be construed so as to give effect to such intent.

The below-named officer of Lessee is hereby authorized and directed to execute and deliver the Lease Documentation on behalf of and as the act and deed of Lessee:

Name: Nathan Schauf

Title: City Administrator

2. Further Authority. Lessee will, and the officials and agents of Lessee are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of Lessee with respect to the Lease Documentation and the Equipment. If Lessee acquires any portion of the Equipment prior to the Commencement Date of the Tax-Exempt Equipment Lease Purchase Agreement, it is the intention of the Lessee's governing body that Lessee will be reimbursed for the cost of such acquisition from the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement upon the Commencement Date.
3. Repeal of Conflicting Resolutions. All prior resolutions approved by Lessee's governing body that are in conflict with this resolution are hereby repealed to the extent of any conflict.

4. Effective Date. This resolution will take effect and be in full force from and after its passage by the Board of Aldermen of City of Pevely, and approval by the Mayor.

Read once and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.



\_\_\_\_\_  
Presiding Officer of the Board of Aldermen

\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO

**To Read Resolution #2021/96  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2021/96:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_





# TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT

Dated as of March 1, 2021

<b>Legal Name of Lessee</b>		<b>City of Pevely</b>		<b>Federal Tax I.D. No.</b>	
<b>Legal Name of Lessor</b>		<b>First State Community Bank</b>		43-0829377	
<b>KEY TERMS</b>	<b>Commencement Date</b>	<b>Acquisition Amount</b>	<b>BANK QUALIFICATION</b>	By checking the box below, Lessee hereby designates this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code"), and represents that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and its subordinate entities during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed \$10,000,000.  <input checked="" type="checkbox"/> Bank-Qualification Elected _____ (initialed by Lessee's authorized representative)	
	See Exhibit B	\$82,582.00			
	<b>End of Maximum Lease Term</b>	<b>Rental Payments</b>			
	03/10/26	See Payment Schedule attached as Exhibit B.			
	<b>Fiscal Year Ending Date</b>	<b>Interest Rate</b>			
12/31	1.950%				

## TERMS AND CONDITIONS

**1. Lease and Term.** Subject to the terms of this Agreement, Lessor agrees to provide the Acquisition Amount shown above to acquire and install the Equipment listed on **Exhibit A** hereto (the "Equipment"). Lessor hereby leases, transfers and lets the Equipment to Lessee, and Lessee hereby acquires, rents and leases the Equipment from Lessor, in accordance with the provisions of this Agreement. Lessee's obligation to pay rent under this Agreement commences on the date that funds are advanced to Lessee or the seller or vendor of the Equipment ("Vendor") to pay all or a portion of the cost of the Equipment (the "Commencement Date"), which is also the date that the interest portion of the Rental Payments begins to accrue. The initial term of this Agreement will end on the last day of Lessee's current fiscal year ("Original Term"). This Agreement may be continued, solely at the option of Lessee, for additional one-year renewal terms ("Renewal Term") ending on the last day of each succeeding fiscal year of Lessee, up to the Maximum Lease Term shown above. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed, Lessee will be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee has terminated this Agreement pursuant to paragraphs 4 or 23 hereof. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule attached as **Exhibit B** ("Payment Schedule"), for each such Renewal Term. The Original Term and all Renewal Terms are referred to collectively as the "Lease Term."

**2. Delivery of Equipment; Payment of Acquisition Amount.** Upon Lessee's satisfaction of the conditions stated in paragraph 5 of this Agreement, Lessor will disburse funds equal to the Acquisition Amount to Lessee for deposit in the account established and held pursuant to an Account Control Agreement in substantially the form attached as **Exhibit C**. Title to the Equipment will vest in Lessee, as described in paragraph 11 of this Agreement. Lessee has selected, or will select the Equipment and cause it to be delivered to Lessee at the location specified in **Exhibit A**.

**3. Rental Payments.** Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule, as it may be revised from time to time as provided herein. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Lessee will pay a charge on any Rental Payment not received on or before its due date at a rate equal to 10% per annum or the maximum amount permitted by law, whichever is less, from the due date. As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. Except as provided in paragraph 4, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Agreement shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or related equipment, or any accident, condemnation or unforeseen circumstances.

**4. Continuation of Lease Term; Nonappropriation.** Lessee currently intends, subject to the provisions of this paragraph, to continue the Lease Term and to pay the Rental Payments through the Maximum Lease Term. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for the Rental Payments in each annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision to appropriate funds and to extend this Agreement for any Renewal Term is solely within the discretion of Lessee's then current governing body, and Lessee is obligated only to pay such Rental Payments as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. If sufficient funds have not been appropriated or are not otherwise legally available to pay the Rental Payments required to be paid in the next occurring Renewal Term, this Agreement will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination within 10 days following the end of the Original Term or Renewal Term of Lessee's failure to renew this Agreement, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this paragraph, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location or locations specified by Lessor. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

**NOTE: TERMS AND CONDITIONS ARE CONTINUED ON PAGES 2 THROUGH 5 OF THIS AGREEMENT, AND IN EXHIBITS A, B, C AND D HERETO, ALL OF WHICH ARE INCLUDED BY REFERENCE AND BECOME PART HEREOF. BY SIGNING BELOW, EACH PARTY AGREES TO ALL TERMS AND CONDITIONS OF THE AGREEMENT.**

<b>LESSEE SIGNATURE</b>	<b>Lessee: City of Pevely</b>	
	By: _____	
	Printed Name: <u>Nathan Schauf</u>	
	Title: <u>City Administrator</u>	
	Notice Address: 401 Main Street Pevely, MO 63070	

<b>LESSOR SIGNATURE</b>	<b>Lessor: First State Community Bank</b>	
	By: _____	
	Printed Name: <u>Curtis M. Gilliam</u>	
	Title: <u>Vice President</u>	
	Notice Address: 201 E. Columbia Farmington, MO 63640	



**5. Conditions to Lessor's Performance.** The performance by Lessor of any of its obligations under this Agreement is conditioned upon Lessee's delivery to Lessor of the following within 30 days of the effective date of this Agreement:

- (a) A copy of a fully executed Account Control Agreement, in substantially the form attached as **Exhibit C**;
  - (b) A certified copy of a resolution of Lessee's governing body, substantially in the form attached hereto as **Exhibit D**, authorizing the execution and delivery of this Agreement and the Account Control Agreement, and performance by Lessee of its obligations under this Agreement and the Account Control Agreement;
  - (c) Evidence of insurance as required by paragraph 14 hereof;
  - (d) A fully completed and executed IRS Form 8038-G or 8038-GC, as applicable, with respect to this Agreement, to be filed by Lessor with the IRS; and
  - (e) Such other items reasonably required by Lessor.
- 6. Lessee's Representations, Warranties and Covenants.** Lessee represents, warrants and covenants for Lessor's benefit:
- (a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State of Missouri, and Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic;
  - (b) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof;
  - (c) This Agreement constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally;
  - (d) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the Commencement Date;
  - (e) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;
  - (f) Lessee has complied with public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment;
  - (g) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best Lessee's knowledge is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement;
  - (h) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained;
  - (i) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided;
  - (j) Each item of the Equipment is essential to Lessee's governmental function or to the service it provides to its citizens;
  - (k) Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future;

- (l) The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority;
- (m) Neither the payment of the Rental Payments hereunder nor any portion thereof is (1) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (2) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code);
- (n) None of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code);
- (o) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest portions of Rental Payments from gross income for purposes of federal income taxation;
- (p) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into;
- (q) No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department;
- (r) If, on the first page of this Agreement, Lessee has designated this Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code, Lessee and its subordinate entities will not issue tax-exempt obligations, including this Agreement, in an aggregate amount exceeding \$10,000,000 during the calendar year in which the Commencement Date occurs; and
- (s) Lessee will take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest portion of the Rental Payments will remain excluded from federal gross income, to the extent any such actions can be taken by Lessee.

**7. Enjoyment of Equipment.** Lessor will provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**8. Right of Inspection.** Lessor will have the right at all reasonable times during regular business hours to enter into and upon Lessee's property for the purpose of inspecting the Equipment.

**9. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the Lessor's opinion, adversely affect the Lessor's interest in and to the Equipment or its interest or rights under this Agreement.

**10. Maintenance and Location of Equipment.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor, Lessee will enter into a maintenance contract for the Equipment with Vendor. The location of the primary use, or garaging, of the Equipment will be as set forth on **Exhibit A**, or at such other location within



Lessee's boundaries. Lessee will provide prompt written notice to Lessor of the new primary use, or garaging, location.

**11. Title to the Equipment.** Title to the Equipment is deemed to vest in Lessor on the Commencement Date upon payment of the Acquisition Amount to the vendor, and immediately and automatically (without any further action by Lessor or Lessee) title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to Lessor's rights under this Agreement. Title will, immediately and without any action by Lessee, vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor, upon (a) any termination of this Agreement other than termination pursuant to paragraph 23 hereof or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this paragraph will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse Lessee's name upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**12. Retention of Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest granted herein. Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for each of the vehicles leased hereunder, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expense, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or of registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify the Lessor of the license plate number of each vehicle constituting Equipment leased hereunder. Lessee will provide Lessor with all license, registration and vehicle identification numbers relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations, and orders relating to the Equipment leased hereunder.

**13. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

**14. Insurance.** At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in Missouri and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by

the laws of Missouri; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**15. Advances.** In the event Lessee fails to maintain the insurance required by this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

**16. Financial Information.** Lessee will annually provide Lessor with current financial statements, budgets, proofs of appropriation for the ensuing fiscal year and such other financial information relating to Lessee's ability to continue this Agreement as may be requested by Lessor.

**17. Release and Indemnification.** To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**18. Risk of Loss.** Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

**19. Damage, Destruction and Condemnation.** If (a) any of the Equipment is damaged or destroyed, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the



prompt replacement or repair of the Equipment, unless Lessee has exercised its option to purchase all the Equipment pursuant to paragraph 23 hereof. Any balance of the Net Proceeds remaining after such repair or replacement has been completed will be paid to Lessee.

**20. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any replacement or repair referred to in paragraph 19 hereof, Lessee will either (a) complete such replacement or repair and pay any costs thereof in excess of the amount of the Net Proceeds, (b) purchase Lessor's interest in all the Equipment pursuant to paragraph 23 hereof or (c) with Lessor's consent, pay the Net Proceeds to Lessor to be applied as a prepayment in accordance with paragraph 3 hereof. If Lessee will make any payments pursuant to this paragraph, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under this Agreement, except as a result of a partial prepayment.

**21. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.

**22. Vendor's Warranties.** Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on Lessor's rights and obligations with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

**23. Purchase Option; Partial Prepayments.** (a) Lessee will have the option to purchase the Equipment (all, not part), upon giving written notice to Lessor at least 30 days before the date of purchase, on any date, upon payment in full of the Rental Payments then due hereunder plus the accrued interest portion of Rental Payments to the purchase date plus any other amounts then due hereunder plus (i) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest portion of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of actual days elapsed over a 360-day year. Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor. Lessee and Lessor hereby agree and determine that the Rental Payments hereunder during the Original Term and each Renewal Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to this paragraph represents, as of the end of the Original Term or any Renewal Term, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (i) the costs of the Equipment, (ii) the uses and purposes for which the Equipment will be employed by Lessee, (iii) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (iv) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and

installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

(b) Rental Payments may be prepaid on any date, upon giving written notice to Lessor at least 30 days before the date of prepayment. Amounts received will be applied first to the interest portion of Rental Payments due hereunder, and then to reduce the principal portion of Rental Payments, applied in inverse order of payments due.

**24. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining Lessee's consent; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

**25. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

**26. Events of Default Defined.** Subject to the provisions of paragraph 4 hereof, any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of Lessee's assets, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any



answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of Lessee's assets, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

**27. Remedies on Default.** Whenever any Event of Default exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due; (b) with or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for Lessee's account, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees); and (c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**28. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it hereunder, it will not be necessary to give any notice, other than such notice as may specifically be required in this Agreement.

**29. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events: (a) the expiration of the Original Term or any Renewal Term of this Agreement and the nonrenewal of this Agreement in the event of nonappropriation of funds pursuant to paragraph 4 hereof; (b) the exercise by Lessee of the option to purchase the Equipment granted under paragraph 23 hereof and payment of the Purchase Price and all amounts payable

in connection therewith; (c) a default by Lessee and Lessor's election to terminate this Agreement under paragraph 27 hereof; or (d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Maximum Lease Term.

**30. Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

**31. Binding Effect.** This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

**32. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**33. No Other Agreements.** ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT LESSEE AND LESSOR FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS REACHED COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN LESSEE AND LESSOR, EXCEPT AS LATER AGREED IN WRITING.

**34. Amendments.** This Agreement may be amended, changed or modified in any manner only by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**35. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**36. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

**37. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

**38. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**39. Effective Date.** This Agreement will be effective as of the date first written above.

#### CERTIFICATION OF CLERK OR SECRETARY OF LESSEE

I, the undersigned, being the duly appointed or elected clerk or secretary of Lessee, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized by to execute the foregoing Agreement on behalf of Lessee.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: Ashton Lowery  
Title: City Clerk

<b>Legal Name of Lessee</b>		<b>Federal Tax I.D. No.</b>
City of Pevely		43-0829377
<b>Legal Name of Lessor</b>		
First State Community Bank		

**EXHIBIT A TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT**

Dated as of March 1, 2021

**SCHEDULE OF EQUIPMENT**

The Equipment leased pursuant to this Agreement includes each vehicle listed below, and all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom:

Equipment Description (make, model, etc.)	Serial Number/VIN	Location of Primary Use/Garaging	Vendor Name & Address
2021 Dodge Durango Pursuit Vehicle AWD		City of Pevely Police Department	Auto Plaza Chrysler Dodge Jeep Ram 12830 Highway 21 DeSoto, MO 63020
2021 Dodge Durango Pursuit Vehicle AWD		City of Pevely Police Department	Auto Plaza Chrysler Dodge Jeep Ram 12830 Highway 21 DeSoto, MO 63020
Radio Equipment for police vehicles		City of Pevely Police Department	wirelessUSA P.O. Box 775582 St. Louis, MO 63177
2021 Dodge Durango Upfit Package Slick Top			Precision Graphics & Signs 9 Grandview Park Dr. Arnold, MO 63010
2021 Dodge Durango Upfit Package Light Bar			Precision Graphics & Signs 9 Grandview Park Dr. Arnold, MO 63010

**COPY**

\_\_\_\_\_ (initialed by Lessee's authorized representative)



Legal Name of Lessee		Federal Tax I.D. No.
City of Pevely		43-0829377
Legal Name of Lessor		
First State Community Bank		

**EXHIBIT B TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT**

Dated as of March 1, 2021



**PAYMENT SCHEDULE**

(To be updated by Lessor as of the Commencement Date)

**Commencement Date:** March 10, 2021 (The Commencement Date is the date on which (a) funds in an amount equal to the Acquisition Amount are either advanced to the Vendor of the Equipment or deposited in the account established and held pursuant to an Account Control Agreement (referenced in the Agreement), and (b) Lessee's obligation to pay Rental Payments commences.)

**Acquisition Amount:** \$82,582.00

**Interest Rate:** The Interest Rate used to calculate Interest Portions of Rental Payments is 1.950% (based upon an actual/360 day-count), subject to increase upon a Determination of Taxability, as described in the following paragraph:

**Increased Interest Rate Upon Determination of Taxability:** Notwithstanding anything in the Agreement to the contrary, Lessee agrees that, upon a Determination of Taxability, Rental Payments shall be adjusted to reflect that the Interest Rate used to calculate Interest Portions of Rental Payments will be increased by 100 basis points retroactive to the date that, according to the Determination of Taxability, the Interest Portions of Rental Payments are no longer excludable from gross income for federal income tax purposes. Lessee agrees to promptly acknowledge an amended Payment Schedule. "Determination of Taxability" means (a) a determination by the commissioner or any district director of the Internal Revenue Service, (b) a determination by any court of competent jurisdiction, or (c) receipt by Lessee or Lessor of an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that the Interest Portions of the Rental Payments is includible in gross income for federal income tax purposes of Lessor; provided, however, that no such Determination of Taxability under clause (a) or (b) shall be deemed to have occurred if Lessee has been afforded the opportunity to contest such determination, has elected to contest such determination in good faith and is proceeding with all reasonable dispatch to prosecute such contest until the earlier of (i) a final determination from which no appeal may be taken with respect to such determination or (ii) abandonment of such appeal by Lessee.

**Payment Dates and Amounts:** Rental Payments are due, subject to paragraph 4 of the Agreement, on the dates and in the amounts shown on the attached "Amortization Schedule." The term "Purchase Price" (as used in the Agreement), for an applicable Payment Date, refers to the Remaining Balance shown on the Amortization Schedule, after applying the Rental Payment due on the corresponding Payment Date.

<b>Lessee's Billing Address:</b>
City of Pevely
401 Main Street Pevely, MO 63070
Attn: City Administrator

<b>Lessor's Payment Address:</b>
First State Community Bank
201 E. Columbia Farmington, MO 63640
Attn: Government Lending Department

The undersigned acknowledge the above provisions and the attached Amortization Schedule (which has been initialed by Lessee's representative):

<b>LESSEE SIGNATURE</b>	Lessee: <b>City of Pevely</b>
	By: _____
	Printed Name: <b>Nathan Schauf</b>
	Title: <b>City Administrator</b>

<b>LESSOR SIGNATURE</b>	Lessor: <b>First State Community Bank</b>
	By: _____
	Printed Name: <b>Curtis M. Gilliam</b>
	Title: <b>Vice President</b>

# AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$82,582.00	03-10-2021	03-10-2026					

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** City of Pevely

**Lender:** First State Community Bank  
Festus Branch  
1450 Parkway West  
Festus, MO 63028



**Disbursement Date:** March 10, 2021  
**Interest Rate:** 1.950

**Repayment Schedule:** Installment  
**Calculation Method:** 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	03-10-2022	17,509.36	1,632.71	15,876.65	66,705.35
2	03-10-2023	17,509.36	1,318.82	16,190.54	50,514.81
3	03-10-2024	17,509.36	1,001.46	16,507.90	34,006.91
4	03-10-2025	17,509.36	672.34	16,837.02	17,169.89
5	03-10-2026	17,509.36	339.47	17,169.89	0.00
<b>TOTALS:</b>		<b>87,546.80</b>	<b>4,964.80</b>	<b>82,582.00</b>	

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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Initials \_\_\_\_\_



Legal Name of Lessee		Federal Tax I.D. No.
City of Pevely		43-0829377
Legal Name of Lessor		
First State Community Bank		

**EXHIBIT C TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT**  
Dated as of March 1, 2021

**ACCOUNT CONTROL AGREEMENT**



Legal Name of Deposit Bank		
First State Community Bank	Deposit Bank's ABA Number	
Account Name	081918425	
Acquisition Account for Equipment Lease Purchase Agreement		
Commencement Date	Account No.	Amount of Initial Deposit
March 10, 2021	6022255	\$82,582.00

**TERMS AND CONDITIONS**

**1. Incorporation into the Agreement.** This Account Control Agreement is among the Lessee and the Lessor and Deposit Bank identified above, and relates to and is made a part of the Tax-Exempt Equipment Lease Purchase Agreement (the "Agreement") dated as of the Commencement Date shown above between Lessor and Lessee. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Account Control Agreement as in the Agreement.

**2. Establishment and Maintenance of Account.** Deposit Bank has agreed to establish and maintain for Lessee, the Acquisition Account identified above.

**3. Security Interest.** As collateral security for the obligations and liabilities of Lessee under the Agreement, Lessee has and hereby does grant to Lessor, a present and continuing security interest in the following, or proceeds thereof: (a) the Acquisition Account, and (b) all contract rights, claims and privileges in respect of the Acquisition Account, and all proceeds of the foregoing, and Deposit Bank acknowledges that this Account Control Agreement constitutes notice of Lessor's security interest in such collateral and does hereby consent thereto.

**4. Control of Account.** In order to give Lessor control over the Acquisition Account, as control is defined in the Uniform Commercial Code, Lessee and Deposit Bank agree that no withdrawals may be made from the Acquisition Account, without written approval by Lessor. Deposit Bank agrees to comply with any and all instructions (the "Instructions") from time to time originated by Lessor directing disposition of funds in the Acquisition Account, without further consent by Lessee. Deposit Bank further agrees that it will institute procedures to prevent Lessee from making withdrawals from the Acquisition Account, without approval of Lessor. The parties hereto agree that (i) the Instructions may include, without limitation, the giving of stop payment orders and may further include instructions to transfer funds to or for Lessor's benefit and (ii) Deposit Bank shall have no duty to inquire or determine whether Lessor is entitled, under the Agreement, to give any Instructions. Lessee hereby agrees that Deposit Bank shall be entitled to rely on any Instructions, as set forth herein, even if (i) the Instructions are contrary to any instructions or demands that Lessee may deliver to Deposit Bank and/or (ii) a result of such Instructions is the dishonoring by Deposit Bank of items which may be presented for payment.

**5.** In accordance with the Agreement, Lessor will deposit in the Acquisition Account the Amount of Initial Deposit specified above. Moneys

held by Deposit Bank hereunder will be held in accordance with the Arbitrage Instructions attached as Schedule 1 to this Account Control Agreement, in an FDIC-insured account, fully collateralized as required by Missouri law for deposits of public funds. All interest and gain earned on deposits in the account will be deposited in the Acquisition Account.

**6.** Moneys in the Acquisition Account will be used to pay for the cost of acquisition of the Equipment listed in the Agreement. Such payment will be made from the Acquisition Account upon presentation to Deposit Bank of one or more properly executed Payment Request, a form of which is attached to this Account Control Agreement as **Schedule 2**, executed by Lessee, and consented to by Lessor, together with an invoice for the cost of the acquisition of said Equipment. In making any disbursement pursuant to this paragraph 6, Deposit Bank may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Deposit Bank will not be required to make any inquiry, inspection or investigation in connection therewith. The submission of each Payment Request and Acceptance Certificate will constitute unto Deposit Bank and Lessor an irrevocable determination by Lessee that all conditions precedent to the payment of the amounts set forth therein have been completed.

**7.** The Acquisition Account will terminate upon the occurrence of the earlier of (a) the presentation a Payment Request and Acceptance Certificate, properly executed by Lessee, certifying that all of the Equipment has been accepted, or (b) the presentation of written notification by Lessor that the Agreement has been terminated pursuant to paragraph 4 or paragraph 26 of the Agreement. Upon termination as described in clause (a) of the previous sentence, any amount remaining in the Acquisition Account will be, first, applied to pay all reasonable fees and expenses incurred by Deposit Bank in connection with this Account Control Agreement, as evidenced by its statement forwarded to Lessor and Lessee, and, second, paid to Lessor, for application against the outstanding principal portion of Rental Payments under the Agreement, as provided therein, unless Lessor consents that payment of such amount be made in such other manner requested by Lessee, so long as Lessee delivers to Lessor an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, that such alternative disposition will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Agreement



will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of the first sentence of this paragraph, any amount remaining in the Acquisition Account will immediately be paid to Lessor.

8. Deposit Bank may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Deposit Bank. The substitution of another Deposit Bank or trust company to act as Deposit Bank under this Account Control Agreement may occur by written agreement of Lessor and Lessee. In addition, Deposit Bank may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of Deposit Bank, a successor Deposit Bank will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Deposit Bank will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Deposit Bank. Thereupon such successor Deposit Bank will, without any further act or deed, be fully vested with all the powers, rights, duties and obligations of Deposit Bank under this Account Control Agreement and the predecessor Deposit Bank will deliver all moneys and securities held by it under this Account Control Agreement to such successor Deposit Bank whereupon the duties and obligations of the predecessor Deposit Bank will cease and terminate. If a successor Deposit Bank has not been so appointed with 90 days of such resignation or removal, Deposit Bank may petition a court of competent jurisdiction to have a successor Deposit Bank appointed.

9. Any corporation or association into which Deposit Bank may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, will be and become successor Deposit Bank hereunder and will be vested with all the powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

10. Deposit Bank incurs no responsibility to make any disbursements pursuant to this Account Control Agreement, except from funds held in the Acquisition Account. Deposit Bank makes no representations or warranties as to the title to any Equipment listed in the Agreement or as to the performance of any obligations of Lessor or Lessee.

11. Deposit Bank may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Deposit Bank will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Account Control Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

12. Unless Deposit Bank is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law,

and Lessor jointly and severally hereby agree to indemnify Deposit Bank and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Deposit Bank under this Account Control Agreement; and in connection therewith, to indemnify Deposit Bank against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

13. The aggregate amount of the costs, fees, and expenses of Deposit Bank in connection with the creation of the account described in and created by this Account Control Agreement and in carrying out any of the duties, terms or provisions of this Account Control Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Account Control Agreement. Notwithstanding the foregoing, Deposit Bank will be entitled to its customary deposit account fees and reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Account Control Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Deposit Bank pursuant to this Account Control Agreement. Deposit Bank agrees that it will not assert any lien whatsoever on any of the money on deposit in the Deposit Account for the payment of fees and expenses for services rendered by Deposit Bank under this Account Control Agreement or otherwise.

14. If Lessee, Lessor or Deposit Bank are in disagreement about the interpretation of the Lease or this Account Control Agreement, or about the rights and obligations, or the propriety of any action contemplated by Deposit Bank hereunder, Deposit Bank may, but will not be required to, file an appropriate civil action to resolve the disagreement. Deposit Bank will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Account Control Agreement until a final judgment in such action is received.

15. Deposit Bank may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Deposit Bank in accordance with the opinion of such counsel. Deposit Bank will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

16. This Account Control Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

17. In the event any provision of this Account Control Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

18. This Account Control Agreement may be amended, changed or modified in any manner only by written agreement of Lessor, Deposit Bank and Lessee. Any waiver of any provision of this Account Control Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

*[Remainder of page intentionally left blank]*




19. This Account Control Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

20. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

<b>LESSEE SIGNATURE</b>	Lessee: <b>City of Pevely</b>
	By: _____
	Printed Name: _____ Nathan Schauf
	Title: _____ City Administrator
	Notice Address: 401 Main Street Pevely, MO 63070

<b>LESSOR SIGNATURE</b>	Lessor: <b>First State Community Bank</b>
	By: _____
	Printed Name: _____ Curtis M. Gilliam
	Title: _____ Vice President
	Notice Address: 201 E. Columbia Farmington, MO 63640



<b>DEPOSIT BANK SIGNATURE</b>	Deposit Bank: <b>FIRST STATE COMMUNITY BANK</b>
	By: _____
	Printed Name: _____ Nikki Jarrett
	Title: _____ Government Lending Specialist
	Notice Address: 201 E. Columbia Farmington, MO 63640



Legal Name of Lessee		Federal Tax I.D. No.
City of Pevely		43-0829377
Legal Name of Lessor		
First State Community Bank		

**SCHEDULE 1  
TO ACCOUNT CONTROL AGREEMENT**

**ARBITRAGE INSTRUCTIONS AND REPRESENTATIONS**



These Arbitrage Instructions provide procedures for complying with § 148 of the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exclusion from federal gross income of the interest portions of the Rental Payments under the Tax-Exempt Equipment Lease Purchase Agreement, dated as of March 1, 2021 (the "Agreement"), between the above-referenced Lessee and Lessor.

**1. Temporary Period/Yield Restriction.** Except as described in this paragraph, money in the Acquisition Account must not be invested at a yield greater than the yield on the Agreement. Proceeds of the Agreement in the Acquisition Account and investment earnings on such proceeds may be invested without yield restriction for three years after the Commencement Date of the Agreement. If any unspent proceeds remain in the Acquisition Account after three years, such amounts may continue to be invested without yield restriction so long as Lessee pays to the IRS all yield reduction payments under § 1.148-5(c) of the Treasury Regulations.

**2. Lease Proceeds Exempt from the Rebate Requirement.**

(a) *The Agreement Qualifies as a Rebate-Exempt Small Issue.* Lessee hereby represents the following:

- (1) Lessee is a governmental unit under State law with general taxing powers;
- (2) the Agreement is not a "private activity bond" as defined in Code § 141;
- (3) 95% or more of the net proceeds of the Agreement are to be used for local governmental activities of Lessee; and

(4) the aggregate face amount of all tax-exempt bonds and obligations (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by Lessee during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed \$5,000,000. Lessee understands that, for this purpose; (a) Lessee and all entities which issue bonds on behalf of Lessee are treated as a single issuer; (b) all bonds or obligations issued by an entity subordinate to Lessee are treated as issued by Lessee; and (c) bonds or obligations issued by Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

*If any tax-exempt bonds or obligations issued or to be issued during the current calendar year are attributable to financing the construction of public school facilities, then Lessee makes the following representations, in lieu of paragraph (4) above:*

The aggregate face amount of all tax-exempt bonds and obligations (other than private activity bonds), and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by Lessee during the calendar year in which the Commencement Date occurs, is not reasonably expected to exceed the sum of (A) \$5,000,000 plus (B) the lesser of \$10,000,000 or the portion of the face amount of all bonds and other obligations expected to be issued in the calendar year in which the Commencement Date occurs, which will be attributable to the financing of the construction of public school facilities. Lessee understands that, for this purpose; (a) Lessee and all entities which issue bonds on behalf of Lessee are treated as a single issuer; (b) all bonds or obligations issued by an entity subordinate to Lessee are treated as issued by Lessee; and (c) bonds or obligations issued by Lessee to currently refund any other bond are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations. Lessee further understands that the term "construction" generally means capital expenditures incurred to construct, reconstruct, renovate, rehabilitate, or improve buildings or structures, but does not include expenditures to acquire land, any interest in land, or other real property, or to acquire or improve moveable personal property, such as furniture, computers, photocopiers, books, or vehicles.

**3. Opinion of Special Tax Counsel.** These Arbitrage Instructions may be modified or amended in whole or in part upon receipt of an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations, satisfactory to Lessor, that such modifications and amendments will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes.

\* \* \*

Legal Name of Lessee		Federal Tax I.D. No.
City of Pevely		43-0829377
Legal Name of Lessor		
First State Community Bank		

**SCHEDULE 2  
TO ACCOUNT CONTROL AGREEMENT**

**FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE**



To: First State Community Bank, as Deposit Bank  
Attn: Curtis M. Gilliam, Leasing Manager  
(Send by e-mail to [cgilliam@FSCB.com](mailto:cgilliam@FSCB.com))

Re: Payment Requested from Account No. 6022255, "City of Pevely  
Acquisition Account for Equipment Lease Purchase Agreement" held pursuant to the Account Control Agreement dated as of  
March 1, 2021, between Lessee and Lessor identified above, and Deposit Bank (the "Deposit Bank")

Ladies and Gentlemen:

Deposit Bank is hereby requested to pay from the Acquisition Account to the person or corporation designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the Acquisition Cost of the Equipment, as described below. The amount shown below is due and payable under the invoice of the Payee **attached hereto** with respect to the cost of the acquisition and installation of the Equipment, and has not formed the basis of any prior request for payment.

The Equipment described below is part or all of the property described on the Equipment Schedule attached as Exhibit A to the Tax-Exempt Equipment Lease Purchase Agreement dated as of March 1, 2021 (the "Agreement") described in the Account Control Agreement.

Payee Name and Address & Description of Cost Paid	Amount to be Paid	Payment Delivery Instructions (if not provided on attached invoice)
First State Community Bank UCC, Notice of Lien and 8038-GC filing fees	\$120.00	

Lessee hereby certifies and represents to and agrees with Lessor and Deposit Bank as follows:

- (1) (a) The Equipment described herein has been delivered, installed and accepted on the date hereof, or (b) the amount requested is in payment of closing costs relating to the Agreement.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.
- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by paragraph 14 of the Agreement.
- (4) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

DATED: \_\_\_\_\_

COPY

<b>LESSEE SIGNATURE</b>	Lessee: <b>City of Pevely</b>
	By: _____
	Name: <u>Nathan Schauf</u>
	Title: <u>City Administrator</u>

<b>LESSOR APPROVAL OF PAYMENT</b>	Lessor: <b>First State Community Bank</b>
	By: _____
	Name: <u>Curtis M. Gilliam</u>
	Title: <u>Vice President</u>

**[Attach Invoice(s) to be Paid]**

**EXHIBIT D TO TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT**  
**Dated as of March 1, 2021**

**COPY OF AUTHORIZING RESOLUTION OR ORDINANCE APPROVED BY LESSEE'S GOVERNING BODY**  
**(per paragraph 5)**

*(Attach approved and signed authorizing resolution or ordinance, in substantially the form attached.)*



**A RESOLUTION DECLARING A CERTAIN DOG AS VICIOUS AND EXPELLING  
THE DOG FROM RESIDING WITHIN THE CITY OF PEVELY**

WHEREAS, Section 205.060 of the Municipal Code of the City of Pevely defines a vicious dog as any dog, whether or not running at large and whether or not unrestrained, that without provocation has bitten any person not a trespasser causing serious physical injury to that person, and any dog that has killed another dog, cat, or other domestic animal without provocation; and

WHEREAS, Section 205.190 of the Municipal Code of the City of Pevely states that it shall be unlawful for any person who resides within the City of Pevely to keep any fierce or dangerous dog on his/her premises; and



WHEREAS, Section 205.330 of the Municipal Code of the City of Pevely states that a person is guilty of animal abuse when the person has ownership or custody of an animal and knowingly fails to provide adequate care for or adequate control of said animal; and

WHEREAS, an intact blue male pit bull named Smokey, who is owned by Parente Smith and Savannah Berkbuegler, has had two incidents within the past four months that resulted in a total of two animal deaths and two human bites. Copies of the bite reports are attached hereto and incorporated herein as Exhibit A.

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

1. Smokey, an intact blue male pit bull who is owned by Parente Smith and Savannah Berkbuegler, is hereby determined to be a vicious dog and a fierce or dangerous animal as defined by the Municipal Code of the City of Pevely.
2. Smokey is permanently expelled from residing within the City Limits of the City of Pevely and must immediately be removed.
3. Parente Smith and Savannah Berkbuegler are jointly responsible for the removal and permanent expulsion of Smokey from the City Limits of the City of Pevely. Failure to comply with this resolution may result in Smokey being impounded and citations being issued by the Pevely Animal Control Officer.

Read once and passed this \_\_\_\_ day of \_\_\_\_\_, 2021.



\_\_\_\_\_  
Presiding Officer of the Board of Aldermen

\_\_\_\_\_  
Stephanie M. Haas  
Mayor of Pevely, MO

ATTEST:

\_\_\_\_\_  
Ashton Lowery  
City Clerk of Pevely, MO



**To Read Resolution #2021/97  
by Caption:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_

**To Approve Resolution #2021/97:**

Motioned: \_\_\_\_\_  
Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>
Yount	_____	_____
Menkhus	_____	_____
Markus	_____	_____
Coulson	_____	_____
Tucker	_____	_____
Leeder	_____	_____
Brooks	_____	_____

Absent: \_\_\_\_\_





# Agenda Request Form

Name: NATHAN SCHAUF

Phone Number: 636-475-4452 Date: 02/04/2021

Meeting Date Requested: 03/01/2021

Topic for Agenda: PUBLIC WORKS BACKHOE / LOADER

COPY

## Synopsis of Topic:

THE CURRENT BUDGET INCLUDES \$75,000 FOR A NEW TO-VIS BACKHOE/LOADER TO BE USED BY OUR STREET, WATER, & SEWER DEPARTMENTS. WE WILL BE TRADING-IN OUR AGING EXISTING BACKHOE/LOADER TOWARD THE PURCHASE OF THE NEW ONE. WE FOUND A GREAT DEAL THROUGH ERB EQUIPMENT AND WOULD LIKE APPROVAL TO PURCHASE IT.

## Proposed Motion:

TO ACCEPT THE QUOTE FROM ERB EQUIPMENT TO TRADE-IN OUR JOHN DEERE 710G BACKHOE / LOADER TOWARD THE PURCHASE OF A 2015 JOHN DEERE 410K BACKHOE/LOADER FOR A NET PRICE OF \$65,900.

Signature: Nathan J. Schauf

*\*A copy of this form will be attached to the requested meeting's packet.\**

### Quote Summary

**Prepared For:**  
CITY OF PEVELY  
401 MAIN ST  
PEVELY, MO 63070  
Business: 636-224-9132

**Prepared By:**  
JOHN STALLONS  
Erb Equipment Co., Inc.  
200 Erb Industrial Drive  
Fenton, MO 63026  
Phone: 636-349-0200  
johnstallons@erbequipment.com

THIS MACHINE COMES WITH POWERTRAIN AND HYDRAULIC WARRANTY UNTIL 12/16/2021 OR 4000 HOURS WHICHEVER OCCURS FIRST.

**Quote Id:** 23555065  
**Created On:** 27 January 2021  
**Last Modified On:** 28 January 2021  
**Expiration Date:** 19 March 2021

COPY

Equipment Summary	Selling Price	Qty	Extended
2015 JOHN DEERE 410K BACKHOE LOADER - 1T0410KXHFE276190	\$ 88,900.00 X	1 =	\$ 88,900.00

**Equipment Total** **\$ 88,900.00**

Trade In Summary	Qty	Each	Extended
JOHN DEERE 710G LOADER BACKHOE	1	\$ 23,000.00	\$ 23,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 23,000.00

**Trade In Total** **\$ 23,000.00**

### Quote Summary

Equipment Total	\$ 88,900.00
Trade In	\$ (23,000.00)
SubTotal	\$ 65,900.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 65,900.00
<b>Balance Due</b>	<b>\$ 65,900.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment


**Quote Id:** 23555065

**Customer:** CITY OF PEVELY

## 2015 JOHN DEERE 410K BACKHOE LOADER - 1T0410KXHFE276190

**Hours:** 2198  
**Stock Number:** 91602



Code	Description	Qty
02U0T	ERB RENTS - C,F,E,7F,P	1
<b>Standard Options - Per Unit</b>		
02U0T1095	4.5L ENGINE-EPA IT4	1
02U0T2085	ULTIMATE CAB	1
02U0T2401	DECALS ENGLISH	1
02U0T3085	MFWD (4WD) LIMITED SLIP	1
02U0T4890	GOODYEAR 21LX24 12.5/80-18	1
02U0T5095	EXT 7FNC W/PROP+SEL FLOW	1
02U0T5285	PILOT CONTROLS	1
02U0T7025	2 FNC LOADER	1
02U0T7655	1.5 CY LG LIP BKT	1
02U0T8485	1250LB FRONT COUNTERWEIGHT	1
02U0T8675	DUAL BATTERY, 300 MIN RESERV	1
02U0T9045	CHROME EXHAUST EXTENSION	1
02U0T9110	RIDE CONTROL	1
02U0T9515	OIL SAMPLING PORTS	1
02U0T9920	REAR VIEW MIRRORS,EXTERIOR 2	1
<b>Dealer Attachments</b>		
	30" Bucket	1
AT448603	Grille	1



# Trade In



**Quote Id:** 23555065

**Customer:** CITY OF PEVELY

## JOHN DEERE 710G LOADER BACKHOE



### Machine Details

#### Description

JOHN DEERE 710G LOADER BACKHOE

#### Net Trade Value

\$ 23,000.00

#### Your Trade In Description



COPY







COPY



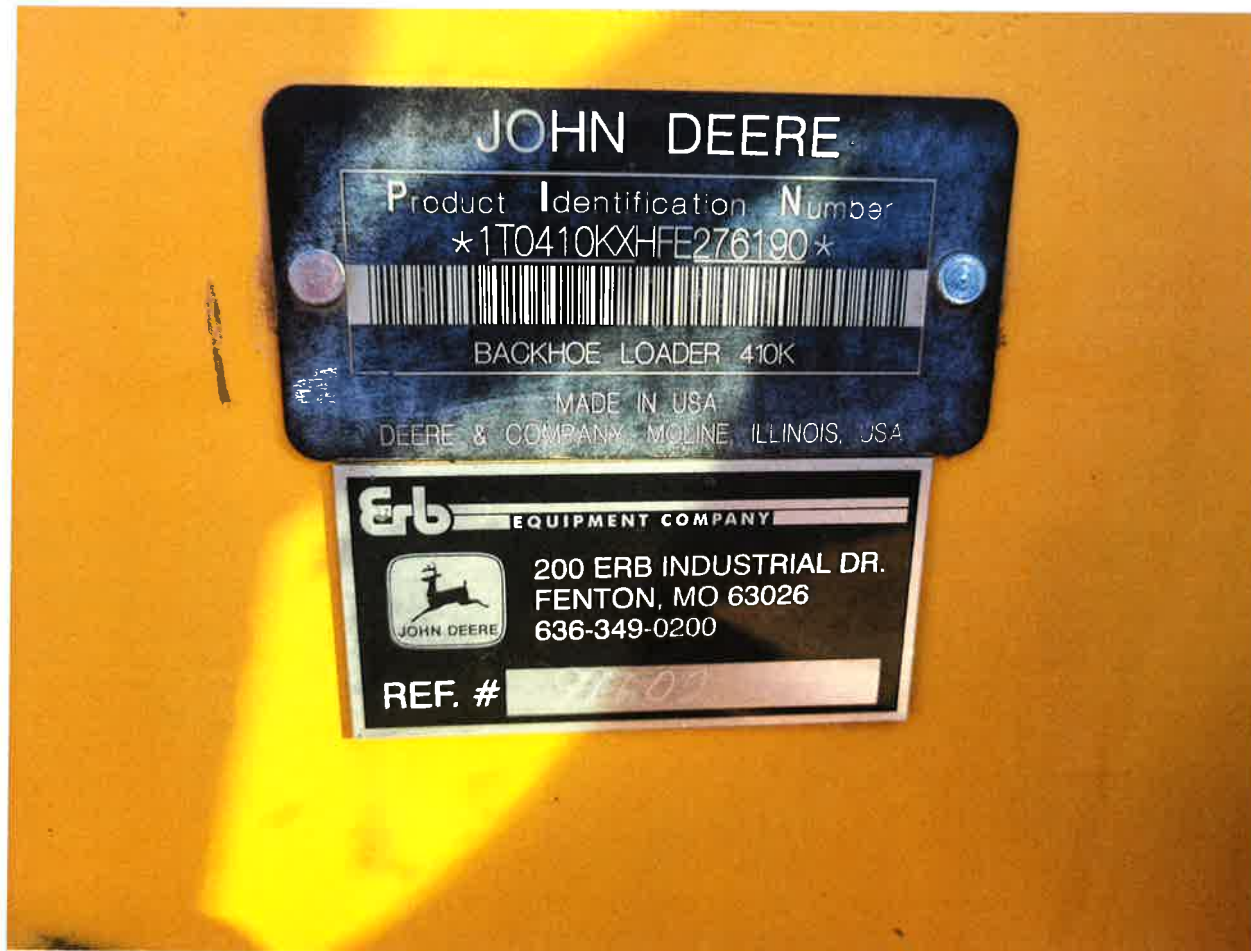




COPY











# Agenda Request Form



Name: NATHAN SCHAUF

Phone Number: 636-475-4452

Date: 02/22/2021

Meeting Date Requested: 03/01/2021

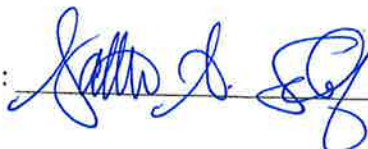
Topic for Agenda: STREET + SEWER DEPARTMENT MOWERS

## Synopsis of Topic:

BUDGETS  
THE SEWER + STREET DEPARTMENTS EACH INCLUDE \$13,000 FOR A NEW ZERO-TURN MOWER. I SOLICITED QUOTES FOR THESE MOWERS AND WE RECEIVED AND REVIEWED THEM IN MID-FEBRUARY. THE OPTION FROM SCOTT'S POWER EQUIPMENT IS THE LOWEST PRICE AND IS A HIGH-QUALITY MACHINE.

## Proposed Motion:

TO PURCHASE TWO NEW FERRIS ISX-3300 ZERO-TURN MOWERS FROM SCOTT'S POWER EQUIPMENT FOR A PRICE OF \$12,034.17 EACH.

Signature: 

*\*A copy of this form will be attached to the requested meeting's packet.\**



# City of Pevely

401 Main Street Pevely, Missouri 63070



## REQUEST FOR QUOTES

The City of Pevely is currently soliciting quotes for the purchase of up to two (2) new identical commercial-grade zero-turn mowers; the City will purchase one (1) and may purchase two (2). Desired features of the new machine are listed below.

- Cutting width between 60" and 66"
- Adjustable cutting height
- 35 – 40 gross horsepower
- Front independent suspension system
- Dry weight between 1,400 and 1,800 pounds
- Certified roll-over protection system for the operator
- High-back suspension seat for the operator

Quotes will be received by Nathan Schauf, City Administrator, until 4:30 pm on Thursday, February 18, 2021. Quotes can be submitted in person, via mail, or via email. If submitting in person or via mail, please deliver them to 401 Main St., Pevely MO 63070. If submitting via email, please send them to [nschauf@cityofpevely.org](mailto:nschauf@cityofpevely.org). Quotes will be reviewed upon their submission and do not need to be sealed.

All submissions should include informational sheets or brochures that adequately describe the features and specifications of the proposed mower. Warranty information for the engine and the total machine should also be submitted. Any questions regarding the desired machine should be submitted to Nathan Schauf, City Administrator, at 636-475-4452 or [nschauf@cityofpevely.org](mailto:nschauf@cityofpevely.org).

The City of Pevely reserves the right to reject any and all quotes and to waive informalities and minor irregularities. Minority- and women-owned businesses are encouraged to submit a quote.

Nathan Schauf  
City Administrator



**Scott's Power - Arnold**  
4031 West Outer Road  
ARNOLD, Missouri 63010-3935  
Main: 636-467-7333

Printed On : 01/28/2021 2:11:34 PM ( Sales Rep ::PB - Contact ID :3495 )

Status : **Open**

Invoice #**221064**

Type : **Major Unit Quote**

Date : **01/28/2021**

Contact ID : **10769**

Customer # : **636-475-9513**



**CITY OF PEVELY**

**Ron Elmeir**

401 MAIN ST

PEVELY, Missouri 63070

UNITED STATES

Alowery@cityofpevely.org

636-346-0831-Work

**Selected Units for Sale**

N/U	Year	Make	Model	Unit Type	VIN/Serial	MSRP	Sale Price	DOC Fees	Off'l Fees	Prot. Pkg
N/A	FERRIS	5901881	ISX3300BVE4061	Zero Turn		\$14,499.00	\$12,034.17	\$0.00	\$0.00	\$0.00
			SS 40 HP*							
			VANGAURD EFI							
			OGS W/ 61 IN							
			DECK & SUS.							
			SEAT							

Disclaimer


This quote is good for 30 days.

We look forward to doing business with you.

Totals		
Sub Total	+	\$12,034.17
*** Invoice Total	=	\$12,034.17
Amount Paid	-	\$0.00
*** Transaction Total	=	\$12,034.17
Balance Due = \$12,034.17		

**Deposit Paid \$0.00**

Signature \_\_\_\_\_

<b>Bill To</b>				<b>Ship To</b>		
CITY OF PEVELY 401 MAIN STREET Pevely, MO 63070						
Customer	Contact	Customer Tax Number	Phone			
8469			(636) 346-0831	(314) 315-5049	Estimate	PO Number
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department
Kurt McClure	Kurt McClure	02/17/21	73338	jwallis@cityofpevely.org		Counter Sales

**Section 1 Ferris Mowers**

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
5901881	FERW	ISX3300 61" 40hp Vanguard OGS EFI Susp S	1		1	\$13,799.00	\$13,799.00	\$13,799.00
5901881	FERW	ISX3300 61" 40hp Vanguard OGS EFI Susp S	1		1	\$13,799.00	\$13,799.00	\$13,799.00

Description	Line	Reference	Quantity	Net Each	Amount
~~NEW Lawn Equipment - Internal Discount		BID ASSIST	-2	\$1,000.00	(\$2,000.00)

Invoice Total	\$25,598.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>\$25,598.00</b>

Thanks for shopping with us! Return Policy: Any parts purchased here can be returned for a refund within 30 days of the original purchase date only if the items are in like-new condition, and packaging is intact, minus a 15% restocking fee. No returns on electrical components. Belts that have been installed on a piece of equipment cannot be returned. All new equipment sold at this store is a final sale and cannot be returned. We sell only high quality equipment that is backed by a manufacturer's warranty.

Notes:



Customer acknowledges receipt thereof:

# Q U O T A T I O N

PAGE: 1

LAWN CARE EQUIPMENT CO.  
8925 WATSON ROAD  
WEBSTER GROVES, MO 63119  
Phone #: (314)961-5700  
Fax #: (314)961-5770

PHONE #:  
CELL #: (636)346-0831  
ALT. #:  
P.O.#:  
TERMS: Net 10  
SALES TYPE: Quote

DATE: 1/25/2021  
ORDER #: 1347854  
CUSTOMER #: 41860  
CP: TODD H  
LOCATION: 2  
STATUS: Active



**BILL TO 41860**

City of pevely  
401 MAIN STREET  
PEVELY, MO 63070 U.S.A.

**SHIP TO**

City of pevely  
401 MAIN STREET  
PEVELY, MO 63070 U.S.A.

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
EXM	LZX980EKC606W0	X-SERIES 38HP KOH EFI 60" RED EQUIP	2	\$15,599.00	\$12,479.00	\$24,958.00
EXM	127-6666	JACK KIT	2	\$128.19	\$100.00	\$200.00
EXM	127-6665	JACK MOUNT KIT	2	\$93.67	\$71.00	\$142.00
EXM	116-8431	OCD, FOOT	2	\$438.99	\$351.00	\$702.00

BID PRICING, JACK , JACK MOUNT AND OCD ARE OPTIONS

OCD IS OPERATOR CONTROL DISCHARGE/FOOT OPERATED

OCD,JACK MOUNT AND JACK WOULD BE INSTALLED BEFORE DELIVERY

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	<b>\$26,002.00</b>
TAX:	<b>\$0.00</b>
ORDER TOTAL:	<b><u>\$26,002.00</u></b>

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





# Agenda Request Form

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Name: Adam Mitchell

Phone Number: 636-475-4452 Date: 2/22/2021

Meeting Date Requested: 3/1/2021

Topic for Agenda: Rezoning Request.



## Synopsis of Topic:

See Attached

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## Proposed Motion:

Motion: To Approve the request to Rezone the property at  
4000 Commercial Blvd. Plevy MO 63070 from an R-3 to  
a B-2

Signature: 

*\*A copy of this form will be attached to the requested meeting's packet.\**



## **PLANNING & ZONING APPLICATION**

CITY OF PEVELY, MO  
401 MAIN ST.  
PEVELY, MO 63070  
636-475-4452

**COPY**

(Please Print)

Date 11/17/2020

Name Michael G. Willson

Address 541 Pevely Heights Drive

Pevely Mo 63070

Boundary Adjustment \_\_\_\_\_  
(\$100.00)

Code Change Request \_\_\_\_\_

Sketch Plan \_\_\_\_\_

Lot Consolidate \_\_\_\_\_

Rezoning x \_\_\_\_\_

(\$100.00)

Special Use Permit \_\_\_\_\_

(\$100.00 + \$2.00 per lot)

PRD/PBD/PID \_\_\_\_\_

(\$100.00 + \$2.00 per lot)

Business Approval \_\_\_\_\_

Phone # 636-734-7649

Cell Phone # 636-734-7649

Current Property Zone Residential (Change to?) B-2

Adjoining Zoning: North: B-2 South: Res East: B-2 West: State Road

Number of Acres: .85 Present use of property: Vacant/Personal

**Describe your request** This is a request to re-establish proper zoning for Commercial Lot A located

at 9000 Commercial Blvd, Pevely MO 63070. As discussed with Adam Mitchell, at some point the zoning

was changed without consent due to the Assesors office taxing how a property is used not how it is zoned.

City of Pevely was unable to find previous maps.

  
Signature of Person Desiring Hearing

**\*\*Attach plans or drawings of any new construction associated with proposal.**

How will it be a benefit to the neighborhood and community? Re-establishing previously zoned lots.

\_\_\_\_\_  
\_\_\_\_\_

Property Address: 9000 Commercial Blvd, Pevely MO 63070.

Property description (location, lot, subdivision, etc.): Pevely Heights Commercial Lot A

\_\_\_\_\_  
\_\_\_\_\_

**COPY**

Name & Address of Legal Property Owner

Michael G. Willson, 541 Pevely Heights Drive, Pevely MO 63070

\_\_\_\_\_  
\_\_\_\_\_

Is Transfer of Ownership dependent on Commission Action? Yes \_\_\_\_\_ No x

Have there been prior applications for action on this property? Yes \_\_\_\_\_ No x

Adjoining Property Owners (Special Use & Rezoning Permit Only)

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

**\*\*Attach legal description and/or plat of property.**

**Attach scale plat of tract(s) including: boundary dimensions, adjoining streets and alleys, present improvements, intended improvements, adjoining & cornering property lines and owners and their zoning, addressed & stamped envelopes for all abutting property owners subject to notification of public hearing.**

**I. Acceptance:**

Date of Request	Inquiring Party	Documents Requesting
2/5/2021	Linda Beard (DOW chemical / Dupont)	copy of 2019 BIZ license paperwork & application for DOW chemical / ODP inc

Accepted By: Kenzie King Date: 2/5/2021 Time: 10:00am

**II. Acknowledgement: (By Pevely City Official)**

*Section 610.023.3, RSMo, requires that each request be responded to as soon as possible, but **no later than the end of the third business day** following the custodian of records' receipt of the request. If access is not granted immediately, the custodian of records is required to explain the reason for the delay and the earliest date and time that the records will be available. Therefore, public governmental bodies are allowed to exceed the three days for production, but they are required to notify you of the delay and explain when they anticipate the records will be ready.*

☐ On Hold: Reason for Delay

- ☐ Request is Pending based upon Section 610.100 – 610.120 of RSMo.
  - ☐ Juvenile records, safety of a victim or witness, under criminal investigation, etc.
- ☐ Other (Explain): \_\_\_\_\_

Replied By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Check At Least One:**

- ☐ Telephone (Spoke To: \_\_\_\_\_). ☐ (Left Voicemail)
- ☐ Email
- ☐ Postal Mail
- ☐ Other (Explain): \_\_\_\_\_

**III. Action Taken:**

**Check At Least One:**

- ☒ Completed: Artifacts Ready For Pick Up
- ☐ Completed: Artifacts Mailed
- ☐ Completed: Other (Explain): \_\_\_\_\_

Date Information Received: 2 / 5 /20 21

**IV. Accounting and Accountability**

City Official	Hours	Cost	Payment Type
<u>Ashtan</u>	<u>—</u>	<u>\$1.70</u>	<u>Cash</u>

\*Valid forms of payment may be: Cash, check, Credit/ATM Card, or Money Order.

**I. Acceptance:**

Date of Request	Inquiring Party	Documents Requesting
2/1/2021	ILBA Kennon	NOVEMBER Financials

Accepted By: Kenzie Kiney Date: 2/1/2021 Time: 1047am

**II. Acknowledgement: (By Pevely City Official)**

*Section 610.023.3, RSMo, requires that each request be responded to as soon as possible, but no later than the end of the third business day following the custodian of records' receipt of the request. If access is not granted immediately, the custodian of records is required to explain the reason for the delay and the earliest date and time that the records will be available. Therefore, public governmental bodies are allowed to exceed the three days for production, but they are required to notify you of the delay and explain when they anticipate the records will be ready.*

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- ☐ Other (Explain): \_\_\_\_\_

Replied By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Check At Least One:**

- ☐ Telephone (Spoke To: \_\_\_\_\_). ☐ (Left Voicemail)
- ☐ Email
- ☐ Postal Mail
- ☐ Other (Explain): \_\_\_\_\_

**III. Action Taken:**

**Check At Least One:**

- ☒ Completed: Artifacts Ready For Pick Up
- ☐ Completed: Artifacts Mailed
- ☐ Completed: Other (Explain): \_\_\_\_\_

Date Information Received: 2 / 1 /20 21

**IV. Accounting and Accountability**

City Official	Hours	Cost	Payment Type
Ashton	—	\$2.30	Cash

*\*Valid forms of payment may be: Cash, check, Credit/ATM Card, or Money Order.*



# March 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<b>1</b> BOA 7PM	<b>2</b> P&Z 6PM	<b>3</b>	<b>4</b> Court	<b>5</b>	<b>6</b> COPY
<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>
<b>14</b>	<b>15</b>	<b>16</b> Tourism Board Meeting 6PM	<b>17</b>	<b>18</b> Court	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b> Agenda Items to Ashton by 4PM	<b>31</b>			

# April 2021

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Court	2 CITY HALL CLOSED	3
4	5 BOA 7:00 PM	6 Election Day Dept Windows Closed	7	8	9	10 
11	12	13 P&Z 6PM	14	15 Court	16	17
18	19	20	21	22	23	24
25	26	27 AGENDA ITEMS TO ASHTON BY 4PM	28	29	30	