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September 18, 2014

Jennifer Florida
Recorder of Deeds
1200 Market Street, Room 126
St. Louis, MO 63103

Dear Ms. Florida:

You requested that the City Counselor's office review the contract bid and procurement process regarding the renovation of the offices of the Recorder of Deeds. Attorneys and staff in my office have reviewed documents, gathered information, and talked to individuals involved in the renovation contracts. We have reviewed the matter as thoroughly as we are capable at present. The findings of our review are enclosed with this letter.

Sincerely,

Winston E. Calvert
City Counselor

**REPORT TO RECORDER OF DEEDS REGARDING
BIDDING AND PROCUREMENT OF CONTRACTS FOR RENOVATIONS TO
THE OFFICE OF THE RECORDER OF DEEDS**

I. Background

A. The Recorder of Deeds

Governmental functions within the territory of the City of St. Louis are divided between city and county offices. Mo. Const. art. VI, § 31. Whereas “the City of St. Louis is strictly a municipal corporation, its territory is also a subdivision of the state [*i.e.*, a county], in which officers are elected to perform the functions of the state government, as distinguished from [functions] pertaining to municipal government.” *Preisler v. Hayden*, 309 S.W.2d 645, 648 (1958). These county offices are created by state law and subject to state legislative control. *City of St. Louis v. Doss*, 807 S.W.2d 61, 63 (1991); *Preisler*, 309 S.W.2d at 648. On the other hand, City officers are created by the City of St. Louis Charter. Mo. Const. art. VI, § 22; City of St. Louis Charter, Art. VIII.

The Recorder of Deeds (“Recorder”)¹ is one of the county offices. The Recorder was created by state statute in 1855. *See* An Act of Nov. 23, 1855, 1854-1855 Mo. Laws 1312; Mo. Stat. Ann. § 59.010. The first Recorder in the independent City of St. Louis was elected in 1878. *See* City of St. Louis Charter, Scheme, Section 7.

Although the Recorder’s office is in City Hall, so long as the recorder “performs functions which are those identified with a county office, and so long as that office is elected in the state election as are other county offices, it remains a county office and subject to legislative control.” *Doss*, 807 S.W.2d at 63; *see also Preisler*, 309, S.W.2d at 649.² Under the Missouri Constitution, the City of St. Louis may amend its Charter “to provide for the number, kinds, manner of selection, terms of office and salaries of its county officers, and for the exercise of all powers and duties of counties and county officers prescribed by the constitution and laws of the state.” Mo. Const. art. 6, § 31. Thus the Charter may be amended to transfer the duties and oversight of the Recorder to the City rather than the state. *Id.*

B. The Board of Public Service

The Charter gives the Board of Public Service (“BPS”) a role in construction work in city offices. In particular, the Charter provides that BPS “control[s] and conduct[s] any and all engineering, construction, and reconstruction work undertaken by the City, and . . . supervise[s] all such work in which the city is interested.” Charter, art. XIII, § 5(f). In addition, BPS, on behalf of the City, enters into contracts for public works and improvements after a bidding process that includes publishing bids and awarding contracts to the lowest responsible bidder. Charter, art. XXII, § 4.³

¹ This report uses the term “Recorder” to reference the Office of the Recorder of Deeds. Individuals are referred to by name.

² Municipal officers are elected in April. City of St. Louis Charter, Art II. The Recorder of Deeds is elected in the general election in November. Mo. Const. art. 8, § 1; Mo. Stat. Ann. § 105.030; City of St. Louis Charter, Scheme, Section 7.

³ The President of BPS may also enter professional service agreements pursuant to Ordinance 64103.

As a courtesy, BPS offers assistance to county offices in administering contracts and construction work. BPS is not responsible for ensuring that county offices comply with the law in bidding or awarding contracts.

C. Scope and Methodology

Sharon Quigley Carpenter was the Recorder of Deeds from 1980 to 2014. In the summer of 2014, public reports suggested that a company associated with the son of Peggy Meeker, Carpenter's Chief Deputy, had been awarded a construction contract to renovate the Recorder's office.⁴ Shortly thereafter, on July 11, Carpenter resigned from office.⁵

Jennifer Florida was appointed Recorder of Deeds on July 14, 2014. On the same day, Florida requested that the City Counselor's office review the contract bid and procurement process regarding the renovation of the Recorder's office.

Thereafter, attorneys from the City Counselor's office interviewed the following:

- Peggy Meeker, former Chief Deputy to the Recorder
- Glen Bates, Internet Technology Manager for the Recorder
- Harry Kennedy, Clerk to the Recorder
- employees of the Recorder who requested anonymity
- Rich Bradley, President of BPS
- Tom Behan, Chief Engineer of BPS
- Steve Harris, Project Manager of BPS
- Kim Haegele, former Project Manager of BPS
- Roger Allison, Chief Engineer of BPS
- Bette Behan, Contract Supervisor of BPS

These individuals were aware that the City Counselor's office did not represent them personally and that they were not required to answer any questions. Those that were interviewed appeared voluntarily and generally cooperated. No current employee of the Recorder, BPS, or the City declined to meet with us. We contacted Sharon Carpenter and Jim Tries through their attorneys—neither agreed to meet with us.

Attorneys in the City Counselor's office also reviewed documents obtained from the Recorder's office, BPS, and other publicly-available information. These documents include those attached as exhibits to this report.

⁴ See Nicholas J.C. Pistor, *Candidate Accuses St. Louis Recorder of Deeds of Nepotism, Smoking in Office*, St. Louis Post-Dispatch, June 24, 2014, available at http://www.stltoday.com/news/local/govt-and-politics/nick-pistor/candidate-accuses-st-louis-recorder-of-deeds-of-nepotism-smoking/article_3c1beedb-cc94-5deb-9f3b-6c2cf1bbc73e.html.

⁵ See Nicholas J.C. Pistor, *St. Louis Recorder of Deeds Resigns Office After Nepotism Allegation, But Vows to Seek Re-election*, St. Louis Post-Dispatch, July 11, 2014, available at http://www.stltoday.com/news/local/govt-and-politics/nick-pistor/st-louis-recorder-of-deeds-resigns-office-after-nepotism-allegation/article_d8d5b520-28bc-54e2-b777-ce37b79ec506.html.

II. Factual Findings

A. The 2009 Contract

1. Preparation of the Bid Specifications

Sometime before January 2009, Carpenter and Meeker decided to renovate the Recorder's offices. On January 23, 2009, Meeker, Glen Bates (the Recorder's Internet Manager), and Roger Allison (the Chief Engineer of BPS) met to discuss the renovation project. After the meeting concluded, Meeker emailed Jim Treis, her son, stating:

You should be getting a call today from Rodger [sic] Allison. B>P>E. [sic] about a contact on the remodeling - to consult for the plans and then to bid on. . . . Let me know when you get Allison's call. He wanted to get a different consultant but I said Sharon what [sic] "Salian" because you did a lot of "Green" [.]⁶

The term "Salian" in Meeker's email refers to Salian Commercial, LLC ("Salian"). At the time, Salian was a general contractor for whom Treis worked as an Estimator and Project Manager.

About an hour and a half after Meeker emailed her son, Bates emailed Allison, stating:

From our short conversation . . . this morning, the next step for the project as a whole, will be to get a consultant in to write specifications for what will need to be completed in order to request bids. Below is information for Jim Treis. Since he has already been in and looked at the project as a whole for us, as a courtesy on their part, we would like to go ahead and use them during the consultation phase to get the specifications for the project prepared for bidding.⁷

Twelve minutes later, Bates forwarded his email to Treis, stating that "Peggy ask[ed] that I keep you up to date on what is going on with our renovation project."⁸ Treis confirmed receipt of the email, adding that the company he worked for, Salian, could "bring a [sic] architect on board for the drawings."⁹

Thereafter, Treis and Bates worked together to prepare the specifications for the renovation. In his interview, Bates stated that, prior to going out to bid, Treis came to the Recorder offices and discussed the anticipated work with Bates and Meeker. On February 5, Bates emailed Treis and Meeker what he called "a first draft of document to be used for bidding

⁶ Exhibit 1.

⁷ Exhibit 2.

⁸ *Id.*

⁹ *Id.*

process for renovation work.”¹⁰

After Bates, Treis, and Meeker finalized the draft specifications, Bates emailed it to BPS.¹¹ Bates’s email, however, did not inform BPS that Treis or Salian were indeed involved in preparing the specifications. There is no reliable evidence that Carpenter or Meeker notified BPS that Salian was involved in preparing the specifications. There was also no evidence that BPS was aware at that time that Treis had any connection to Meeker.

After Bates submitted the draft specifications to BPS, Salian’s General Manager Dan Sammartano sent Treis an updated draft of the specifications, which Treis forwarded to Meeker and Bates.¹² Seventeen minutes after Treis sent Meeker the new draft, Meeker emailed Bates stating: “Would you send this update[d] draft and said Mrs. Carpenter reviewed and requested the additions”¹³ About forty-five minutes thereafter, Bates sent a copy of the new draft specifications to BPS stating that “[a]n internal review of the first draft was completed and as per direction from Mrs. Carpenter, I have included updates in second draft attachment.”¹⁴

2. Solicitation and Receipt of Bids

Between February 6 and March 5, BPS published the Request for Proposal (“RFP”).¹⁵ The RFP included a slightly edited version of the specifications prepared by Tries and provided by the Recorder’s office. The Recorder also required that BPS only accept bids from firms that were specifically solicited to bid, and required every bidder to attend a pre-bid meeting.

The Recorder also required that BPS allow Salian—which had not previously done work through BPS—to bid on the project. BPS also solicited proposals from other construction companies: Brinkman Constructors (“Brinkman”); Guarantee Interiors, Inc. (“Guarantee”); Interface Construction Corporation (“Interface”), Legacy Building Group LLC (“Legacy”), Tarlton Corporation (“Tarlton”).¹⁶ Thereafter, Kozeny-Wagner, Inc. (“Kozeny”) was added to the list of potential bidders.

On March 5, 2009, representatives of several firms attended a pre-bid meeting and walked through the Recorder’s offices. Treis and Meeker attended the pre-bid meeting. Although we did not speak to all contractors who attended the meeting, there was no evidence that anyone in attendance at the pre-bid meeting besides Carpenter, Meeker, Bates, and Treis knew of the relationship between Treis and Meeker and there was no evidence that the relationship was discussed or disclosed at the pre-bid meeting.

¹⁰ Exhibit 3.

¹¹ Exhibit 4.

¹² Exhibit 5.

¹³ Exhibit 6.

¹⁴ Exhibit 7.

¹⁵ Exhibit 8.

¹⁶ These companies were on a list, maintained by BPS, of companies pre-qualified to bid on City projects.

Before the March 26 bidding deadline, bids were submitted by Salian, Brinkman, Guarantee, and Kozeny. BPS files contain a note dated March 26, 2009, showing the following information about the bids received:¹⁷

Brinkmann	base	\$113,540.00
	alt	\$11,430.00
Guarantee Interiors	base	\$223,922.00
	alt	\$2,800.00
Salian	base	\$190,762.55
	alt	\$1,737.34
Kozeny	base	\$288,000.00
	alt	\$6,400.00

BPS files also include a chart listing the four bidders and scoring them as follows:¹⁸

Contractor	Price (80 pts. max.)	Schedule (5 pts. max.)	MBE/WBE ¹⁹ (5 pts. max.)	Green ²⁰ (10 pts. max.)	Total
Brinkman	80	5	0	7	92
Salian	27	-	1	10	38
Guarantee	3	-	0	0	3
Kozeny	0	-	0	2	2

¹⁷ Exhibit 9.

¹⁸ Exhibit 10.

¹⁹ The term "MBE" refers to minority business enterprises; the term "WBE" refers to women's business enterprises. The Mayor's Executive Order 28, as amended, encourages participation of MBEs and WBEs in City contracts.

²⁰ As noted above, the Recorder directed BPS to consider how the proposals addressed environmentally friendly design principles.

3. Selecting the Contractor

As a county office with this type of contract, the Recorder was able to choose which contractor should be selected for the contract. On March 30, 2009, Bates emailed Carpenter and Meeker with attached notes regarding each bid.²¹ With respect to Salian's bid, Bates listed the costs associated with the bid, noted that Salian claimed that Bates had removed something from the bid (a statement he disputed), and explained that "while there is a good general breakdown of deliverables, it is not clear that all requirements as outlined in the RFP are being met within the bid."²² With respect to Brinkmann's bid, Bates again noted the associated costs and remarked that Brinkman's bid was, "[b]y far, the easiest to see and understand what we are getting for our money" and noted items that, like Salian's, would "need to be addressed."²³

On March 31, 2009, Treis emailed Meeker a Scope of Work and a revised proposal from Salian with a note to "Call me after you read."²⁴ The Scope of Work broke down the renovation work Salian proposed completing, and specified work that would be completed in Carpenter's office, the server room, and the cashier's room.²⁵

On April 2, 2009, Bates emailed Treis, with a carbon copy to Meeker, stating that the Recorder's office had "reviewed [Salian's] original bid" and had additional questions.²⁶ In his email, Bates asked Treis to "provide a Scope of Work that [b]reaks down what we are getting for our cost" and to specifically address what work would be completed in Carpenter's office, the server room, and the cashier's room.²⁷ Thereafter, Meeker forwarded to Bates the Scope of Work and revised proposal from March 31.²⁸ These circumstances may make it reasonable for one to conclude that Meeker had requested that her son provide additional information before Bates emailed him the request on April 2.

On April 6, 2009, Bates notified BPS by email, with a carbon copy to Meeker, that "Mrs[.] Carpenter has made the decision to go with Salian Commercial as the contractor for our renovation work."²⁹ He explained that Carpenter decided to select Salian over Brinkmann because "Salian Commercial's bid was closer to meeting our overall needs/requirements than Brinkmann Construction."³⁰ He further states, to be comparable to Salian's bid, "Brinkman's overall price would have increased by an additional \$11,050.00" but would not include "cubicle and service counter area being painted drywall vs the wood finish look that we were looking for."³¹

²¹ Exhibit 11.

²² *Id.*

²³ *Id.*

²⁴ Exhibit 12.

²⁵ *Id.*

²⁶ Exhibit 13.

²⁷ *Id.*

²⁸ Exhibit 12.

²⁹ Exhibit 14.

³⁰ *Id.*

³¹ *Id.*

4. Construction

After the Recorder directed BPS to move forward with the Salian contract and after the Recorder entered the contract with Salian, BPS held a pre-construction meeting with Salian and its subcontractors. At the pre-construction meeting, Treis and Meeker told BPS employees Kim Haegele and Steve Harris that Treis was Meeker's son. Prior to the pre-construction meeting, no BPS employee was aware that Treis and Meeker were related.

Before and during the construction, the Recorder and BPS representatives attended regular meetings with Salian and various subcontractors. Initially, Treis attended meetings on behalf of Salian.

At a meeting on May 7, 2009, Charles Noland attended as the site manager for Salian and Doug Eilert attended as the project manager. Treis did not attend. At the meeting, Eilert announced that Treis had resigned from Salian and that Eilert would be the new project manager. According to Haegele and Bates, Carpenter and Meeker seemed surprised and upset when they found out Treis was no longer involved with the project.

5. Completion of Work

BPS and Recorder records indicate that Salian was paid a total of \$203,955.30. Salian apparently went out of business in November 2009.

B. The 2009-2010 Payments

On May 20, 2009—13 days after Salian informed Carpenter and Meeker that Treis would no longer be working for Salian—Treis formed Superior Building Group, LLC (“Superior”).³² Thereafter, in August and September 2009, Treis began preparing plans for the next phase of the renovations.³³ A spreadsheet regarding activity for the Recorder's Fund that Meeker prepared in connection with a Sunshine Request shows that the Recorder paid Superior twice for preparing these plans. Meeker described the first payment, on September 8, 2009, in the amount of \$1,350.00, as “Gray design space planning for Room 127.”³⁴ Meeker described the second payment, on November 12, 2009, in the amount of \$3,144.00, as “Mail Slot and wood lettering.”³⁵

We have not been provided any additional documents regarding this work, and have not found any evidence that a bidding process was used in connection with the work or that a contract was entered with Superior at that time. Meeker did not describe this work in her

³² The only corporate documents filed with the Missouri Secretary of State in 2009 do not reveal Treis's involvement with the company. The Articles of Organization list the “Organizer” as Kathryn Carey of 2711 Centerville Road, Suite 400, Wilmington, DE 19808, which is the address of the global headquarters of Corporation Service Company. Exhibit 15. However, in 2013, Treis changed the registered agent of Superior, signing a form as the “sole member” of Superior. Exhibit 16.

³³ Exhibit 17.

³⁴ Exhibit 18.

³⁵ *Id.*

interviews and did not disclose any details about how these contracts were entered or how the work was overseen. BPS was not involved in the bidding process or overseeing the work performed by Superior in 2009 and 2010.

C. The 2013 Contract

1. Bidding Process

In the summer of 2013, Carpenter and Meeker believed that it was an appropriate time to complete renovations to the office that had begun in 2009. Meeker stated that Carpenter told her to “get Jimmy to put in a bid” and that Meeker then told Tries what kind of renovations they wanted completed.

Meeker stated that the work was not advertised for bidding, that she did not inform anyone else about the project, and that she did not solicit bids from anyone. She specifically stated that she did not solicit a bid from MCC Contracting, LLC (“MCC”).

a) The Superior Bid

On June 24, 2013, at 2:33 P.M., Tries emailed Meeker a bid to perform certain work for the total price of \$49,602.00.³⁶ That bid covers primarily removal of existing flooring and new floor installation, and includes a signature block for Treis at the bottom, though he did not sign it. It is not directed to the attention of anyone specifically.

b) The MCC Bid

On June 24, 2013, at 6:35 P.M.—four hours after Tries emailed Meeker the Superior bid—Charley Noland emailed Meeker a bid from MCC to perform the same work for the total price of \$54,894.00.³⁷ MCC’s bid appears to be in the same format as the Superior bid, described the same work (primarily the removal of existing flooring and the installation of new flooring) using the same wording. The font, font size, and spacing are identical. The only differences appear to be that the MCC bid is specifically directed to the attention of Peggy Meeker, does not include any signature block for the bidder, and the costs for specific work are slightly different.

Meeker stated that she had “no idea” how MCC learned of the bid. She also did not know how she received the bid. When asked how MCC became aware that there was a contract to bid on, Meeker stated “I don’t know who made them aware, it just came in.”

c) Selection of Superior

On June 26, 2013, the Superior bid was signed.³⁸

³⁶ Exhibit 19.

³⁷ Exhibit 20. Meeker did not provide a copy of the email from Noland. The email was obtained from the Recorder’s office as part of the investigation.

³⁸ Exhibit 21.

2. Revisions to the Bids

In our investigation, Meeker provided us with two other documents relating to the 2013 bids. One document was a revised Superior bid dated July 8, 2013.³⁹ The revised Superior bid included additional work under the "Scope of Work" section and the bid totals \$81,758.00.⁴⁰

Meeker also provided us a revised MCC bid that was not dated.⁴¹ The revised MCC bid is similar to the revised Superior bid, except that it omits four items under the "Scope of Work" section that are included in the Superior bid and it totals \$89,450.00.⁴² Both bids include under the Scope of Work the following sentence: "SBG to Supply and Install Plumbing Escution Plate."⁴³ We have not found any explanation for why the MCC bid would require Superior to supply and install a plumbing escution plate.

Neither of the revised bids were signed. We have not seen any documents showing when and how the revised bids were provided to Meeker. Meeker stated that she obtained the revised Superior bid from her son, but that the revised MCC bid "just came in."

3. Meeker's Phone Call to BPS

On July 19, 2013, Peggy Meeker called Tom Behan, and informed him that the Recorder needed to complete renovations in the office and wanted BPS to oversee the work.⁴⁴ Over the phone, Meeker informed Behan that she had obtained two bids: one from Superior and one from MCC. Behan suggested that Meeker obtain additional bids from companies that were pre-qualified and frequently performed work for the City. Meeker stated that since the Recorder, as a county office, was not required to obtain more bids, she was "happy" with the bids she had, and wanted to take the lower bid. There is no evidence that Meeker informed Behan or anyone else at BPS that Superior was owned by her son.

Steve Harris supervised the construction work. After construction began, BPS employees learned that Superior was owned by Treis.

³⁹ Exhibit 22.

⁴⁰ *Id.*

⁴¹ Exhibit 23.

⁴² *Id.*

⁴³ *Id.*

⁴⁴ Meeker stated that she had shown the first bids to Behan shortly after receiving them around the end of June 2013. Behan stated that Meeker first contacted him after the higher bids were submitted in July. A contemporaneous memorandum to the file obtained from Behan's file memorializes that Meeker contacted him on July 19, 2013. Thus July 19 was the only date for the first contact from Meeker to Behan that was supported by documentary evidence. It is also apparent from witness statements that BPS did not obtain a copy of the Superior and MCC bid documents until after the Recorder entered a contract with Superior.

4. Completion of the Work

The work was completed by Superior in September 2013. After several change orders, the Recorder paid a total of \$103,629.00 to Superior for the work performed.

5. Meeker's Knowledge About MCC

How MCC was involved in the bidding process remains unknown. The president of MCC is Lena Galinurova and its vice president is Charles Noland.⁴⁵ Noland and Treis worked together at Salian. While overseeing the Salian project for BPS, a BPS employee gathered that Noland was "good friends" with Tries and Meeker, that they "go way back," and that Noland seemed to be the only person at Salian who had a personal relationship with Tries and Meeker.

In her interviews, Meeker stated that she did not post or distribute a request for the proposals or any specifications for the work to be performed. She stated that Tries knew what to include in Superior's bid because he came to Recorder's office and she had shown him what the Recorder wanted. Although questioned thoroughly, Meeker had no explanation of how or why MCC knew what to include in its bid. Meeker stated that she did not contact anyone from MCC to request the bid. Meeker stated that she did not remember how she received the bids directed to her, and she did not voluntarily provide us with the email she received from Noland.

Meeker became noticeably upset every time questions about MCC were raised. In fact, the first time MCC's bid was mentioned to her, she began to cry. Meeker also could not explain why the Superior bids and the MCC bids look so similar—before any questions were asked about the bids looking similar, Meeker volunteered "I know you're going to ask me why these bids look alike."

At first, Meeker denied knowing Noland and Galinurova, but later stated that she was aware that Noland has some interest in MCC. Meeker stated that she did not know that Noland was involved with MCC until she looked in the Salian file and saw that he had managed the Salian project. When asked to identify the specific document in the 2009 Salian file that caused her to realize that Noland was an owner of MCC (which was not incorporated until 2010), she was unable to do so.

D. The 2014 Payments

In the Spring of 2014, the Recorder paid Superior \$1225.00, to install a window in the office.⁴⁶ There is no evidence that a competitive bidding process occurred. BPS was not involved in bidding the contract or in overseeing the project.

⁴⁵ Exhibit 24.

⁴⁶ Exhibit 25.

E. The Source of Funds

The money to pay for these renovations came from the Recorder's Fund created pursuant to § 59.319.1, RSMo. The Recorder's Fund is generated by a user fee charged "as a condition precedent to the recording . . . be retained by the recorder and deposited in a recorder's fund . . . for record storage, microfilming, and preservation, including anything necessarily pertaining thereto." § 59.319.1, RSMo. The statute further provides that the funds "shall not be used to substitute for or subsidize any allocation of general revenue for the operation of the recorder's office without the express consent of the recorder." *Id.*

When she was Chief Deputy, Meeker prepared a spreadsheet and organized bank documents to show how the Recorder's Fund was spent in recent years. Those documents are attached to this report.⁴⁷

F. Interference with the Investigation

On several occasions, we received reports that Meeker was apparently attempting to interfere with the investigation process.

First, before this investigation began, Meeker confronted Rich Bradley, the President of BPS, as Bradley was walking to his car after work. Harry Kennedy, a clerk in the Recorder's office, was also present. According to Bradley and Kennedy, Meeker was flustered and stated several times that the Recorder complied with all BPS bidding procedures in the 2013 Contract process. Bradley stated that BPS had not been involved with the bidding process in 2013. In response, Meeker asked Bradley if he could "just say" that the Recorder complied with the bidding procedures. According to both Bradley and Kennedy, Bradley stated that Meeker should tell the truth, even if she made a mistake.⁴⁸

Second, after we interviewed Kennedy, Meeker confronted him and inquired about what we had asked him, how he had answered questions, and what he thought we were going to ask her. Approximately thirty minutes after that conversation, Meeker stated unequivocally that she had not spoke to Kennedy about his interview.

Finally, we have obtained several reports from employees in the Recorder's office concerning Meeker's activities while this investigation has been underway. Consistently, those employees report that Meeker has asked questions about the investigation and has sought to review all documents we have requested from the Recorder's office. Some employees have alleged that Meeker seemed to threaten their continued employment if they shared information with us in the investigation and Carpenter again became the Recorder of Deeds. We have not obtained any written evidence of any such threats.

⁴⁷ Exhibit 26.

⁴⁸ This account was consistent between Bradley and Kennedy. Meeker insisted that she spoke to Bradley only once, that only she and Bradley were present, and that the only topic of conversation was Meeker asking Bradley if BPS had received a request for documents about the contract under the Sunshine Law.

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Glen Bates

From: Peggy Meeker <pmeeke@stlouiscityrecorder.org>
Sent: Friday, January 23, 2009 9:31 AM
To: 'Jim Treis'
Subject: FYI

You should be getting a call from Rodger Allison. B>P>E. about a contact on the remodeling – to consult for the plans and then to bid on. Glen is sending him your contact information today.

Let me know when you get Allison's call. He wanted to get a different consultant but I said Sharon what "Sallan" because you did a lot of "Green"
What did Brian say about Tim Forbes – or is it a no



PEGGY J. MEEKER

Chief Deputy
Recorder of Deeds
City of St. Louis

pmeeke@stlouiscityrecorder.org

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St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

EXHIBIT 1

Glen Bates

From: Jim Treis <jtreis@salian.com>
Sent: Monday, January 26, 2009 9:16 AM
To: Glen Bates
Subject: RE: RECORDER OF DEEDS RENOVATION
Attachments: image003.jpg; image004.jpg

Glen,

Thanks for the update we can do the consulting and we also can bring a architect on board for the drawings. Look forward to working with you.

From: Glen Bates [mailto:gbates@stlouiscityrecorder.org]
Sent: Friday, January 23, 2009 11:08 AM
To: Jim Treis
Subject: FW: RECORDER OF DEEDS RENOVATION

Jim,

Peggy ask that I keep you up to date on what is going on with our renovation project. I am trying to get them to make a commitment in some way so that we can get the specifications written to move this along.

I am unsure as to who makes the decision on whom is hired as the consultant. Do you also do that sort of thing as part of your job? I have already requested that they contact you so we can move forward.

Thanks

From: Glen Bates [mailto:gbates@stlouiscityrecorder.org]
Sent: Friday, January 23, 2009 10:56 AM
To: 'allisonr@stlouiscity.com'; 'kussj@stlouiscity.com'; 'Rick Ernst'
Cc: 'Peggy Meeker'
Subject: RECORDER OF DEEDS RENOVATION

Good Morning,

Roger thanks for taking the time to talk with Peggy and I for a few minutes this morning. Since I am still new as to how a lot of things work, I was wondering if we can get an update via email as to who is responsible for doing what?

Due to the fact that our new software program will require all customers to interface with an employee at a desk with a computer and scanner, it is imperative that we keep the renovation project as a whole moving forward in an efficient manner. Our present office configuration is neither practical or safe for use of that system.

Here is where we are at as I understand things right now.

1. City electricians are looking at what needs to be done to upgrade circuits in Mrs Carpenters office closet. As I understand this piece, The circuits from the subpanel have already reached their maximum capacity, which requires that the subpanel be upgraded. Is this going to be handled separately from electrical work that needs to be done in room 129A? Or can we

EXHIBIT 2

- just get the contract electric company in to knock it all out at once?
2. City is looking at what needs to be done to pull circuits into room 129A.
 3. Everything has been removed from room 129A except what we are keeping and the large platbook storage counter. Is someone still going to take care of moving that? or do I need to take care of it?
 4. City will have painters come in and repaint room 129A. Colors have already been determined for both paint and carpeting. As I understand it, the carpet work will now be part of our bid process. If that is the case, do we still go through the City's source for acquisition of the carpet itself, or will we need to wait for award of a contract for work and then start looking at new carpet again?
 5. Will the City electricians also be looking at what needs to be done for what will be the server room circuits or will this just be contracted out as part of the bid process?
 6. From our short conversation with Roger this morning, the next step for the project as a whole, will be to get a consultant in to write specifications for what will need to be completed in order to request bids. Below is information for Jim Treis. Since he has already been in and looked at the project as a whole for us, as a courtesy on their part, we would like to go ahead and use them during the consultation phase to get the specifications for the project prepared for bidding.

Jim Treis

Salian Construction Services
Project Manager
(314) 524-5846 Work
(314) 780-1442 Mobile
jtreis@salian.com
8503 Mid-County Industrial Drive
St Louis, MO 63114
www.salian.com

Sorry for being so long winded with this. My job is to ensure that when we go live with new software we are ready. If there is anything else I can do to assist in keeping this on track, please let me know.

Thanks



GLEN BATES

Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

Glen Bates

From: Glen Bates <gbates@stlouiscityrecorder.org>
Sent: Thursday, February 05, 2009 2:16 PM
To: Jim Treis
Cc: Peggy Meeker
Subject: RENOVATION
Attachments: image001.jpg; Recorder RFQ.doc

Jim,

Attached is a first draft of document to be used for bidding process for renovation work. Can you think of anything else that we initially discussed that may need to go on here? Please let me know as soon as possible so that I can get this updated?



GLEN BATES
Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

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St. Louis, Mo. 63103

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FAX: (314) 612-1414

EXHIBIT 3

FIRST DRAFT

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

REQUEST FOR QUALIFICATIONS

**ARCHITECTURAL/ENGINEERING SERVICES
FOR RECORDER OF DEEDS OFFICE RENOVATIONS**

PURPOSE:

The Recorder of Deeds of the City of St. Louis intends to select a contractor for a task order architectural/engineering design/build contract to provide services for the partial renovation of the Recorder's offices in City Hall at 1200 Market Street.

SCOPE OF SERVICES:

Project Scope:

The project will remodel selected rooms in the Office of the Recorder of Deeds in City Hall. Work will include renovation of Land Records Section in Room 126 minor renovation of room 129A to provide office space and renovations to create a server room in Room 127 and new flooring in the Recorder personal office. The use of green materials should be specified wherever practical.

Specific improvements will include the following:

- Land Records Room 126
 - A three station enclosed cashiers room, of which one station shall be fully accessible, with a wall height of nine feet.
 - Eight service cubicles, three of which shall be fully accessible.
 - Four work station cubicles
 - New customer counter space area which must also include lockable cabinet areas for storage and concealment of existing facilities access points.
 - Improved finishes similar in nature to those used in recently completed renovations to the Collector of Revenue offices, Rooms 109 and 111 City Hall.
 - Flooring suitable for high traffic areas throughout room including existing front office area, 3 existing offices within room, Chief Deputies office and small hallway located between rooms 126 and 127.
 - Prepare and repaint room 126 including existing front office area, 3 existing offices within room and Chief Deputies office
 - Lateral file cabinets will be built of same materials used in cubicle areas in 4 specified locations.
 - Each cubicle or station area shall include quad power outlets.

FIRST DRAFT

- Each cubicle or station area shall include dual cat5E data outlets to be terminated at patch panel under counter in cashier's room.
- Each cubicle or station area shall include a telephone jack to be terminated at type 66 blocks under counter in cashier's room.
- 50 pair telecommunications line shall be installed between a single type 66 block in corner of cashiers room down to IDF demark location in basement below room 127.
- 100 pair telecommunications line shall be installed between two type 66 blocks located in IDF below room 127 and extended down to main telecommunications room (MDF). Approximate distance is 300 feet.
- A six strand multimode fiber optic cable will be installed between the corner of cashiers room and demark location in basement below room 127.
- All existing doors, door frames, and window frames which are public facing will be re-stained to match newly installed counter area.

- Server Room (NE corner of Room 127)
 - Extend existing partitions to the ceiling. Repaint within server room area and extended walls outside of server room area.
 - Install door and frame.
 - Provide required power suitable for 12 servers and network storage equipment.
 - A six strand multimode fiber optic cable will be installed between the corner of server room and demark location in basement below room 127.

- Recorders office
 - New Bamboo flooring throughout office.
 - Prepare walls as necessary and repaint.
 - A contract option should be included for possible renovation of existing ceiling.

- Recorder's Secretarial office
 - Flooring suitable for high traffic areas
 - Prepare walls as necessary and repaint.

Types and natures of services

Architectural and engineering services required to produce construction documents for bidding the work. The contractor will coordinate requirements with the Recorder's designated representative. The contractor will coordinate with the City's Commissioner of Facilities Management or his representative regarding existing electrical conditions. The contractor will need to design the renovations to work with existing HVAC conditions. The City will provide a basic AutoCAD background of areas to be addressed. The contractor will have to verify and update as needed the existing conditions.

The final deliverables will be based on city approved, contractor provided construction documents for permitting, bidding and construction in accordance with the City Building Code. Construction documents will detail the architectural features and the electrical and

FIRST DRAFT

data requirements for the renovated work areas. Shop drawing review will also be part of the contractor's scope of services.

Construction supervision will be by the Department of the President of the Board of Public Service on behalf of the Recorder. The Department of the President of the Board of Public Service will also assist the Recorder in the administration of this design build contract.

Glen Bates

From: Glen Bates <gbates@stlouiscityrecorder.org>
Sent: Thursday, February 05, 2009 4:03 PM
To: 'Roger Allison'; Joe Kuss; 'Rick Ernst'
Cc: Peggy Meeker
Subject: UPDATED WORD DOCUMENT
Attachments: Recorder RFQ.doc

Attached is the updated word document for specifics on work as we discussed in our meeting yesterday.

There are a few items that still need to be clarified. Please see below.

1. In room 129A, there is nothing specific mentioned within the document because we are unsure of what should or should not be listed. The last time I talked to Rick, contract electricians had done a walk through and we are waiting on quotes for the electrical work in there. Then we also need the painting and carpeting done. What parts if any of this should be going on the project document?
2. In Mrs Carpenters office, we have the power panel work. As I understand it, we are waiting on quotes from electricians on this. What parts if any should be going on the project document?
3. Since the city has the contract electrician, will the current contract electrician be doing all of that work or will the work we require just be listed as part of the services from each bidder we are soliciting? If the current contract electrician will be doing all electrical work, should there be something stated saying that within this document somewhere?
4. There is no mention of room 129B. The small room. Can we have clarification from someone, what if anything will be handled by the city so we know what we need to get accomplished?
5. Since we do want to go with the design build method of getting this done, is there anything else that needs to be changed in the document to clarify that?

If any updates are available, please provide in writing so that we can document who is doing what.

Thanks



GLEN BATES
Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

EXHIBIT 4

FIRST DRAFT

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

REQUEST FOR QUALIFICATIONS

**ARCHITECTURAL/ENGINEERING SERVICES
FOR RECORDER OF DEEDS OFFICE RENOVATIONS**

PURPOSE:

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Project Scope:

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Specific improvements will include the following:

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 - Four work station cubicles
 - New customer counter space area which must also include lockable cabinet areas for storage and concealment of existing facilities access points.
 - Improved finishes similar in nature to those used in recently completed renovations to the Collector of Revenue offices, Rooms 109 and 111 City Hall.
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 - Prepare and repaint room 126 including existing front office area, 3 existing offices within room and Chief Deputies office
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 - Each cubicle or station area shall include quad power outlets.

FIRST DRAFT

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 - All existing doors, door frames, and window frames which are public facing will be re-stained to match newly installed counter area.
- Server Room (NE corner of Room 127)
 - Extend existing partitions to the ceiling. Repaint within server room area and extended walls outside of server room area.
 - Install door and frame.
 - Provide required power suitable for 12 servers and network storage equipment.
 - A six strand multimode fiber optic cable will be installed between the corner of server room and demark location in basement below room 127.
- Recorders office
 - New Bamboo flooring throughout office.
 - Prepare walls as necessary and repaint.
 - A contract option should be included for possible renovation of existing ceiling.
- Recorder's Secretarial office
 - Flooring suitable for high traffic areas
 - Prepare walls as necessary and repaint.

Types and natures of services

Architectural and engineering services required to produce construction documents for bidding the work. The contractor will coordinate requirements with the Recorder's designated representative. The contractor will coordinate with the City's Commissioner of Facilities Management or his representative regarding existing electrical conditions. The contractor will need to design the renovations to work with existing HVAC conditions. The City will provide a basic AutoCAD background of areas to be addressed. The contractor will have to verify and update as needed the existing conditions.

The final deliverables will be based on city approved, contractor provided construction documents for permitting, bidding and construction in accordance with the City Building Code. Construction documents will detail the architectural features and the electrical and data requirements for the renovated work areas. Shop drawing review will also be part of the contractor's scope of services.

FIRST DRAFT

Construction supervision will be by the Department of the President of the Board of Public Service on behalf of the Recorder. The Department of the President of the Board of Public Service will also assist the Recorder in the administration of this design contract.

Glen Bates

From: Jim Treis <jtreis@salian.com>
Sent: Friday, February 06, 2009 2:01 PM
To: Peggy Meeker; Glen Bates
Subject: FW: RFQ City Hall
Attachments: Recorder RFQ_EditedChanges.doc

Here is the revision which we have added to

From: Dan Sammartano
Sent: Friday, February 06, 2009 1:19 PM
To: Jim Treis
Subject: RFQ City Hall

Here's the copy with my changes accepted and integrated into the document.
Dan

DAN SAMMARTANO, LEED AP
GENERAL MANAGER

Salian Commercial, LLC
General Contracting, Construction Management, LEED Consulting
8503 Midcounty Industrial Drive
St. Louis, MO 63114
Office: (314) 524-5846 ext. 2796
Mobile: (314) 330-2361
Fax: (314) 423-4334
<http://www.salian.com>

Green Challenge for February:

Switch to rechargeable batteries! Each rechargeable battery may substitute for hundreds of single-use batteries and all of them are recyclable. When your rechargeable batteries have run their course, take them to your local Lowe's, Office Max or Target!

EXHIBIT 5

FIRST DRAFT

CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE

REQUEST FOR QUALIFICATIONS

**ARCHITECTURAL/ENGINEERING SERVICES
FOR RECORDER OF DEEDS OFFICE RENOVATIONS**

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1. Five (5) LEED® certified projects completed, at least one being a LEED® for Commercial Interiors.
2. Approach taken in design and construction which will maximize LEED® certification achievement.

Specific improvements will include the following:

- Land Records Room 126
 - A three station enclosed cashiers room, of which one station shall be fully accessible, with a wall height of nine feet.
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 - Improved finishes similar in nature to those used in recently completed renovations to the Collector of Revenue offices, Rooms 109 and 111 City Hall.

FIRST DRAFT

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- **Server Room (NE corner of Room 127)**
 - Extend existing partitions to the ceiling. Repaint within server room area and extended walls outside of server room area.
 - Install door and frame.
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- **Recorders office**
 - New Bamboo flooring throughout office.
 - Prepare walls as necessary and repaint.
 - A contract option should be included for possible renovation of existing ceiling.

- **Recorder's Secretarial office**
 - Flooring suitable for high traffic areas
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Types and natures of services

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FIRST DRAFT

of Facilities Management or his representative regarding existing electrical conditions. The contractor will need to design the renovations to work with existing HVAC conditions. The City will provide a basic AutoCAD background of areas to be addressed. The contractor will have to verify and update as needed the existing conditions.

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Questions should be addressed to:

Time Frame of project is:

RFQ due by:

Sent to:

INSTRUCTIONS:

Firms desiring to provide these services to the City must submit THREE copies of

1. a Letter of Interest,
2. Statement of Qualification,
3. Supplemental material allowing evaluation of further consideration.
4. Include a photocopy of the LEED® Accreditation certificate for the firm's principal LEED® investigator.

Glen Bates

From: Peggy Meeker <pmeeker@stlouiscityrecorder.org>
Sent: Friday, February 06, 2009 2:18 PM
To: 'Glen Bates'
Subject: FW: RFQ City Hall
Attachments: image001.jpg; Recorder RFQ_EditedChanges.doc

Would you send this update draft and said Mrs. Carpenter reviewed and requested the additions – what do you think



PEGGY J. MEEKER

Chief Deputy
Recorder of Deeds
City of St. Louis

pmeeker@stlouiscityrecorder.org

1200 Market St, Room 126
St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

From: Jim Treis [mailto:jtreis@salian.com]
Sent: Friday, February 06, 2009 2:01 PM
To: Peggy Meeker; Glen Bates
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DAN SAMMARTANO, LEED AP
GENERAL MANAGER

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Green Challenge for February:

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EXHIBIT 6

Glen Bates

From: Glen Bates <gbates@stlouiscityrecorder.org>
Sent: Friday, February 06, 2009 3:03 PM
To: Joe Kuss; Roger Allison; Rick Ernst
Cc: Peggy Meeker
Subject: DOCUMENT UPDATE
Attachments: image001.jpg; Recorder RFQ_Second Draft.doc

An internal review of the first draft was completed and as per direction from Mrs. Carpenter, I have included updates in second draft attachment.

Previous questions from yesterdays email have not been addressed so there are still no specific guidelines for room 129A/129B.

Please provide updates when available via email.



GLEN BATES
Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St, Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

EXHIBIT 7

CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE

REQUEST FOR QUALIFICATIONS

**ARCHITECTURAL/ENGINEERING SERVICES
FOR RECORDER OF DEEDS OFFICE RENOVATIONS**

PURPOSE:

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SECOND DRAFT

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SECOND DRAFT

Types and natures of services

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3. Supplemental material allowing evaluation of further consideration.
4. Include a photocopy of the LEED® Accreditation certificate for the firm's principal LEED® investigator.

C09-60

**CONSTRUCTION
FILE COPY**

REQUEST FOR PROPOSAL

INFORMATION FOR BIDDERS
FOR

**RECORDER OF DEEDS
RENOVATIONS**

R#2009-00-180

ST. LOUIS, MISSOURI

**CONSTRUCTION
FILE COPY**

**CONSTRUCTION
FILE COPY**

CITY OF SAINT LOUIS
BOARD OF PUBLIC SERVICE
MARJORIE L. MELTON, P.E., LEED AP
PRESIDENT

EXHIBIT 8

RECORDER OF DEEDS RENOVATIONS

SPECIFICATION INDEX

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END OF SPECIFICATIONS

CITY OF ST. LOUIS
DEPARTMENT OF THE PRESIDENT
BOARD OF PUBLIC SERVICE
INFORMATION FOR BIDDERS
RECORDER OF DEEDS RENOVATIONS
R#2009-00-180
ST. LOUIS, MISSOURI

REQUEST FOR PROPOSAL

1.- PROPOSALS

Sealed proposals will be received by the Board of Public Service, Room 301, City Hall, until 4:30 P.M., St. Louis, Missouri time on March 26, 2009, at which time they will be publicly opened and read.

Announcement of the selected Design/Build team will be made upon completion of evaluation of the proposals. The Board of Public Service reserves the right to interview any or all the Design/Builders.

2.- GENERAL REQUIREMENTS

The following six firms have been qualified as Design/Builders to submit proposals for this project. Only proposals from these Design/Builders will be considered responsive.

Brinkman Constructors
16650 Chesterfield Grove Road, Suite 100
Chesterfield, MO 63005

Salian Construction Services
8503 Mid-County Industrial Drive
St. Louis, MO 63114

Guarantee Interiors, Inc.
2914 Locust
St. Louis, MO 63103

Legacy Building Group LLC
1530 S.2nd
Saint Louis, MO 63104

Interface Construction Corporation
8401 Wabash Avenue
St. Louis, MO 63134

Tarlton Corporation
5500 West Park Avenue
St. Louis, MO 63110

- 2.1. One set of schematic plans and performance specs will be provided free of charge to each of the six pre-qualified Design/Builders. Additional sets of schematic plans and performance specifications will be available for at no cost each.
- 2.2. Projected completion date: July 31, 2009.
- 2.3. Liquidated damages \$500.00 per day.
- 2.4. Bid Deposit \$7,850.00
- 2.5. The Minority Business Enterprise (MBE) goal and the Women Owned Business Enterprise (WBE) goal for this Letting is "Maximum Utilization of MBE and WBE". Maximum Utilization is deemed to have been met when any subcontracting or supplies equal a minimum of 25% MBE plus 5% WBE. (See page MW2 for further clarification.)
- 2.6. MANDATORY PRE-BID CONFERENCE: A mandatory pre-bid conference/walk-thru for all contractors bidding on this project will be held on March 5, 2009 at 10:00 a.m. starting in Room 305 City Hall.

3.- PLANS, SPECIFICATIONS AND FORM OF CONTRACT

Plans, specifications, contract and bid proposal forms may be examined in the Office of the President, Board of Public Service, Room 301, City Hall, and purchased for the amount as indicated in Section 2.1 above. Purchased sets will become the property of the prospective bidder and no refunds will be made.

The successful bidder will receive five (5) sets of schematic plans and performance specifications without charge for design purposes. If additional sets are desired by the bidder they will be purchased for the amount specified in Section 2.1 above.

4.- INVESTIGATION OF CONDITIONS

Bidders are directed to investigate all conditions involved in the execution of the work, to carefully read the specifications, to examine the accompanying plans, and to become fully familiarized with the scope of the work which is to be performed.

The submission of a bid will be construed by the City to mean that the bidder has made such examinations and investigations, and agrees to fulfill all the requirements of the contract in full accordance with the specifications and the accompanying plans, and that he is entirely familiar with and thoroughly understands all such requirements.

No additional compensation will be granted for failure to bid upon items because of negligence on the part of the bidder to do so.

5. - BIDDING REQUIREMENTS

Design/Builders shall submit seven (7) copies of the proposal. The following requirements must be satisfied in order for proposals to be deemed responsive. Failure to comply with the conditions set forth in this section may render the proposal not responsive and therefore ineligible for award consideration.

- 5.1. Bids must be made on the blank forms provided by the President of the Board of Public Service of the City of St. Louis. **Only the original Bid Proposal**, accompanied with any other documents as set forth in this Information for Bidders, must be submitted with the sealed proposals on the day and hour, and at the place specified in Section 1, Page P - 1.
- 5.2. Bid proposal blanks must be filled out completely including alternates, if any, and free from ambiguity as to their intended meaning. Federal I. D. Number and City Business License Number must also be included.
- 5.3. The Bid Proposal must be free from alterations and erasures.
- 5.4. Each bidder shall specify on the Bid Proposal, a unit or lump sum price, whichever case may be, for each of the separate items called for in the proposal. When an error appears on an extension, the unit price will govern. Bids will be audited for correctness. Quantities will be multiplied by unit prices. All extensions of the items will be summed and the total sum will constitute the bid. The audited numbers will take precedence over the submitted numbers and will constitute the contractor's bid.
- 5.5. The Bid Proposal must be properly signed by the bidder, or by an authorized officer or agent, when made by a corporation.
- 5.6. When a bid is made by a firm or co-partnership, it must be signed by one of the co-partners, or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid, a power of attorney evidencing authority to sign the bid.
- 5.7. A deposit in the form of a Cashier's or Treasurer's Check of a **bank or trust company located in the City of St. Louis** and made payable to the City Treasurer, or a Surety Bond approved by the Comptroller of the City of St. Louis, in the amount specified in Section 2.4 on page P -1 must accompany the Bid Proposal Form. Bonds must meet the requirements as set forth in Section 5.10 below.
- 5.8. Each Bid Proposal must also be accompanied by the **Affidavit by Bidder/Owner** filled out completely. If the information does not apply to your firm, write "NOT APPLICABLE" across the face of the form.
- 5.9. **The Proposal, proposal deposit, and the Affidavit By Bidder/Owner, Contractor Compliance Reports, M/WBE Forms and Alternative Suggestions shall be submitted in a sealed package marked the "Request For Proposals – Design/Build Construction Services for Recorder of Deeds Renovations". The sealed package is to be submitted prior to the time and date specified in Paragraph 1, page 1.**
- 5.10. Deposits in the form of bid bonds may be submitted as guarantee that the bidder will enter

into a contract and obtain, and furnish proof of, the required bonding and insurance. Said bonds must be executed by a surety company satisfactory to the City of St. Louis and duly authorized to transact business in Missouri as evidenced by a Certificate of Authority granted by the Director, Department of Insurance for the State of Missouri. In addition, the surety company must have a policy holder's rating of "A-" or better and a financial rating of V or higher as indicated in the latest edition of Best's Key Rating Guide. The bonding company issuing Performance Bonds must also meet the above requirements.

6.- SUBSTITUTIONS

Bidders wishing to obtain approval on brands other than those specified by name in the Specifications, shall submit their request, in writing, to the President of the Board of Public Service not less than fifteen calendar days before Bid Opening. Approval by the President will be in the form of an addendum to the Specifications. Said addendum will be issued to all prospective bidders, indicating that the alternate brand or brands are approved as equal to those set out in the Specifications.

7.- ADDENDA

If any prospective bidder is in doubt as to the intended meaning of any of the specifications, plans or other proposed Contract Documents, that person may submit, in writing to the President of the Board of Public Service, a request for an interpretation thereof. Any such interpretation will be in the form of an addendum and issued as set forth in Section 6 above. The President of the Board of Public Service will not be responsible for any interpretation not issued as an addendum.

8.- COMMENCEMENT, PROSECUTION AND COMPLETION

Work under this contract shall be started within a period of one week after date of written notice to proceed, and shall be completed within the required working time after such notice as set forth in the "General Requirements". Contract time shall be measured as specified in paragraph 2.2.

Contract Time in Working Days

When applicable, a working day is defined as any day when, in the judgment of the President, soil and weather conditions are such as would permit any then required operation of the project for six (6) hours or over unless otherwise unavoidable conditions prevent the Contractor's operations. If conditions are such as to stop work in less than six (6) hours, the day will not be counted as a working day.

Working days will be counted throughout the entire calendar year except for the following:

- A. Bridge projects. No working days will be counted from December 15 to March 15, both days inclusive.

- B. Street projects (>50% of work is earthwork and/or concrete flatwork). No working days will be counted from December 15 to March 15, both days inclusive.
- C. Asphalt paving projects (>50% of work is asphalt paving). No working days will be counted from November 15 to March 15, both days inclusive.

No working days will be counted on Saturdays, Sundays, National Holidays and holidays established by the laws of the State, unless otherwise specified in the contract.

The count of working days will start on the date which is noted in the Notice to Proceed as the date on which work is to start on or before. The Engineer will be the judge of the number of working days to be charged under the contract. In computing the working days charged against the Contractor in the execution of the work, allowance will be made for days that are not working days and for days during which work is suspended with the written approval of the Engineer. The Engineer may make allowance for working days lost because he deems justification for the elimination of the count of working days. No allowance will be made for delay or suspension of the prosecution of the work due to the fault of the Contractor. The Engineer will give the Contractor written notice of the number of days charged to the contract on at least a monthly basis. Any objection by the Contractor to the number of working days so charged shall be made by letter or endorsement on the notice, setting forth his objections and justifying the reasons therefore.

In general, the Engineer will suspend count of contract time for the following reasons:

- A. STRIKES. Whether such strikes are now in existence or occur subsequent to the date of the contract.
- B. Delays caused by delivery or equipment. Failure on the part of the Contractor to make timely submittals or to place orders in a timely manner will not be considered.
- C. Conditions beyond the control of the Contractor.

In case the final value of all work performed exceeds the original contract amount, an extension in the working days will be granted to the Contractor. The extension will be made by increasing the contract time in the same ratio as the total final cost of all work performed under the contract bears to the total amount of the original contract. For a combination of projects awarded as a single contract, the extension will be made in a similar manner and on the basis of the total final cost of the combination in relation to the total amount of the original contract. If it can be definitely established that the extra work was of such character that it required more time than is indicated by the money value, the actual number of working days required shall be allowed.

Contract Time in Calendar Days

When applicable, calendar days shall be consecutive calendar days, Saturday, Sunday and holidays included. The Contractor shall consider the time of year and possible effects of usual weather on the prosecution of the work.

Time extensions will only be granted for unusually severe weather provided the Contractor can substantiate that weather delayed critical path activities shown on the Contractors progress schedule submitted prior to the occurrence of the unusual weather. The Contractor shall also be granted an extension of time for delays beyond the control of the Contractor or its subcontractors and suppliers, as generally described above, provided the Contractor makes a written request for the time extension and substantiates the delay on the overall project schedule. All extensions of contract time shall be by Change Order.

Liquidated Damages

In the event of failure on the part of the Contractor to complete the work within the time specified above, the Contractor shall pay the City of St. Louis, as liquidated damages the amount set forth in the Information for Bidders, for each day (Saturdays, Sundays and Legal Holidays excepted in the case of working day contracts) of delay until the work is completed and accepted.

Restrictions on weekend work

No work or labor shall be performed under this contract on Sunday, except in matters of emergency, and the President shall determine whether such an emergency or necessity exists.

Saturday work will be permitted when a reasonable effort has been made to perform work during the regular workweek and when, in the opinion of the Engineer, it is necessary. The Contractor shall notify the Engineer 48 hours in advance of his desire to perform work on Saturday so arrangements may be made for inspection of said work. The decision of the Engineer shall be considered as final.

9.- INSURANCE & INDEMNIFICATION

The successful bidder will be required to execute a contract within ten (10) calendar days of notice of award and give bond for the full amount of the contract price.

A. INSURANCE -

The contractor shall procure and maintain during the life of this contract, Workmen's Compensation Insurance in the amount as required by the Statutes of the State of Missouri, and Comprehensive General/Public Liability and Property Damage Insurance the limits of which shall not be less than the following:

1. Commercial General Liability:

Bodily Injury & Property Damage:	
Each Occurrence	\$1,000,000
General Aggregate	\$ 2,000,000

2. Automobile Liability:

Bodily Injury & Property Damage
Combined Single Limit
(each accident) \$1,000,000

The insurance afforded by the Contractor shall be non-contributory and primary insurance.

The minimum limits as set forth above shall not be construed to limit the liability of the contractor. Certificates attesting to the coverage as called for in this contract, and naming the City of St. Louis as additional insured, shall be filed with the President with the signed contract. In addition, all certificates shall contain the statement: "The insurance covered by this certificate will not be canceled or altered except after ten days' written notice sent by Registered Mail has been received by the Owner at the Office of the President."

Any insurance provider issuing said certificate of insurance must be authorized to transact business in the State of Missouri.

Builders Risk --

Value equal to cost of work to protect the contractor and the City for the following hazards to the work, to materials installed but not accepted, materials and equipment suitably stored at the site, fire and lightning, extended coverage including wind, hail, explosions, riot, civil commotion, aircraft, vehicle and smoke damage, vandalism, malicious mischief. The Contractors construction shall not be covered by this insurance.

B. INDEMNIFICATION -

The contractor shall indemnify, defend and protect the City of St. Louis, its employees and officers against all damages to persons and property which may arise from the operation or work included or undertaken in the performance of this contract, including all claims for personal injuries, including wrongful death, and property damage and all losses, costs, attorney's fees, claims or judgments which may arise out of any claims against the City or its employees and officers.

10.- EXPERIENCE

Before awarding any contract, the Board of Public Service reserves the right to require bidders to file proof of their ability to properly finance and execute the project.

11.- REJECTION

The right of the Board of Public Service to reject any or all bids is expressly reserved.

12.- PAYMENTS

All work under this contract will be paid for in cash, based upon monthly estimates of the work completed, less a retained amount of ten percent (10%). Final payment under the Contract, including retained percentages, will be processed within ten (10) days after final acceptance of the work by the City.

Before final acceptance of the work by the City, the Contractor must comply with the following:

- 12.1. Certified weekly payrolls for labor on the contract, together with certification of payment of City Earnings Tax due thereon, must be filed with the President of the Board of Public Service.
- 12.2. An affidavit, on the form prescribed by the City shall be filed with the City to the effect that all payments have been made and all claims have been released for all materials, labor and any other items covered by contract bond. In addition to said affidavit, the written consent of the surety to such payment must also be filed.
- 12.3. Any other documents which may be required by contract must be filed with the appropriate authority.

If the affidavit mentioned in 12.2 cannot be given because of disputes as to the amount or legality of a claim, and the Contractor's affidavit clearly sets out the facts as to the name and address of the unpaid claimant or claimants, the disputed amount of the claim, and a brief statement as to the cause of the dispute, the President, with the consent of the surety, may accept the work and cause final payment and retained percentages to be made to the Contractor. However, final payment will not be forthcoming until the President of the Board of Public Service is of the opinion that a good faith effort, on the part of the Contractor, has been made to settle such disputes, and that there is good and sufficient bond to cover any claimant or claimants.

No allowance will be made in monthly estimates for materials stored on the site and not incorporated in the work, except in the case of major items of considerable magnitude which will be allowed in estimates on the basis of 90% of the invoices. Decision in each case will be made at the discretion of the President of the Board of Public Service.

The President of the Board of Public Service may withhold an appropriate amount of payment of a monthly estimate if the Contractor should fail to comply with any of the requirements set forth in the Contract. In addition, if the Contractor employs the services of other persons to execute any specific portions of work included in this Contract, the Contractor shall make agreement to make monthly payments thereto. If any person so employed presents to the President evidence that such monthly payments have not been made, whereupon an investigation reveals the evidence to be true, then the President may withhold payment to the Contractor for such time as an agreement, satisfactory to the President, has been reached between the Contractor and the person employed.

To ensure that the obligations under subcontracts awarded to subcontractors are met, the City will review the contractor's efforts to promptly pay subcontractors, vendors or suppliers for work performed in accordance with the executed subcontracts. The contractor shall pay subcontractors, suppliers and vendors, including MBE/WBEs their respective subcontract amount within 10 calendar days after the contractor receives payment from the Comptroller's Office for the items performed by the subcontractors. The contractor shall provide the subcontractors with a full accounting to include quantities paid and deductions made from the contractor's partial payment at the time the check is delivered. Failure to do so without cause may result in an amount equal to the amount owed the subcontractor, vendor or supplier, plus interest on the amount being withheld from the contractor on the next partial payment. Said amount will continue to be withheld by the City until the subcontractor is paid the amount due plus interest at the prime rate plus 1.5%. Notification from the subcontractor that payment has been received, will be required if this clause is invoked. The City may require the contractor to certify the amount paid to subcontractors.

13.- DOCUMENTS

The documents attached hereto are hereby incorporated in and form a part of the Contract.

14.- PERMITS

The Contractor shall secure all necessary permits and shall pay all permit costs and inspection fees.

15.- TERMINATION

The City acting through its Board of Public Service reserves the right to terminate the contract on the giving of ten (10) days written notice to the Contractor.

16.- DOMESTIC PRODUCTS PROCUREMENT

All manufactured goods or commodities used or supplied as part of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States.

17.- LICENSE/TAXES

Approval of all Contracts with the City and subsequent payments thereon are conditioned that all business activities, including general contracting work, are properly licensed by the License Collector for the City of St. Louis, and the payment of all City taxes are current. The Contractor may contact the following:

License Collector: Ms. Dawn Gann, Room 104 City Hall, (314) 241-2211

Collector of Revenue: Mr. Larry Unger, Room 410 City Hall, 62-3283 or
Mr. Chester Hines, 641-8411

18. - CONTINGENCY WORK AUTHORIZATION

If it should develop in the course of the work that there are items of work that are not included in the plans or in the Specifications, or items included but incomplete, or other changes necessary for the successful completion of the project, a Contingency Work Authorization will be issued by the President of the Board of Public Service for these items of work. The President of the Board of Public Service is the only party to the contract who may issue and approve a Contingency Work Authorization.

Payment for authorized contingency work will be made from the Contract item which provides for same. Payment for said work will be either on an "agreed upon price" prior to start of work or on a "force account basis" as described in the Extra Work Section of the General Conditions.

The balance of funds remaining in the Contract item will be deleted from the contract by change order upon completion of the project.

19. - A.D.A. COMPLIANCE

The City of St. Louis does not discriminate against persons with disabilities. The Americans with Disabilities Act (A.D.A.) prohibits discrimination based on disability. Contractors with the City of St. Louis must comply with this Act and provide a letter certifying such compliance efforts to the Commissioner on the Disabled, Office of the Disabled.

The City may verify such compliance as it deems appropriate. Failure to comply with the A.D.A. may result in the revocation of the contract.

20. - PURCHASES EXEMPT FROM SALES TAX

Purchases of tangible personal property and materials to be incorporated into or consumed in the construction of this project are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases may not be made until a Notice to Proceed is forthcoming from the President or his authorized representative and a Tax Exempt Certificate has been issued. The City will not be liable for taxes on purchases made by a Contractor or Subcontractor who has not been issued a Tax Exempt Certificate.

At the time the City issues its Notice to Proceed, the President of the Board of Public Service or his authorized representative will furnish the Contractor awarded this contract an Exemption Certificate authorizing such purchases for the project be on a sales tax-exempt basis. The Contractor shall forward a copy of the Exemption Certificate to all subcontractors, and any contractor or subcontractor purchasing materials shall present a copy of such Exemption Certificate to all material suppliers as authorization to purchase all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a sales tax-

exempt basis. The purchasing contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five years from completion of the project.

The Exemption Certificate will remain in force until the expiration date indicated thereon. No purchasing contractor shall make any sales tax-exempt purchases for this project after the expiration date or any extension thereof. The Contractor will request in writing to the President of the Board of Public Service at least thirty (30) days prior to the expiration date in effect for the Exemption Certificate any extension to the expiration date that may be required to complete the project.

Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes and Missouri Department of Revenue Administrative Regulation 12 CSR 10-3.388.

21. EXCESSIVE UNEMPLOYMENT LAW

The MISSOURI DEPARTMENT OF LABOR & INDUSTRIAL RELATIONS has placed the excessive unemployment law into effect. Only Missouri citizens and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.). For questions call (573) 751-3403 Extension 0 or to view the statute go to <http://www.moga.state.mo.us/statutes/C290.HTM>.

The law applies to workers, not the contracting company. Iowa and Illinois are restrictive states.

Nonrestrictive states are as follows: Arkansas, Colorado, Georgia, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Nebraska, New Hampshire, Maryland, Michigan, Minnesota, New Mexico, New Jersey, New York, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia and Wisconsin.

22.- UNAUTHORIZED ALIEN EMPLOYEES

As a condition for the award of this contract or grant, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit and provision of documents** affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also file an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

23.- AWARD

A Contract will be awarded to the Design/Builder who has complied to all conditions as set forth

in this Information for Bidders and has submitted complete and correct Bid Forms. The selection of the Design/Builder will be based on the following:

- 23.1 Proposal Amount
- 23.2 Schedule Enhancements: At a minimum, the Design/Builder will meet the schedule requirements per paragraph 2.2. An earlier completion date will be considered in the award of the Contract. Design/Builder will submit a full description of what the Design/Builder is proposing and the revised number of calendar days required to complete the Work.
- 23.3 Attainment of the M/WBE Goal: The percentage of M/WBE participation will be considered in the award of the Contract.

REQUEST FOR PROPOSAL
R#2009-00-180

<u>Bid Item #</u>	<u>Specification Division</u>	<u>Item Description</u>	<u>Units</u>	<u>Total Price</u>
1	All	Design	L.S.	\$ _____
2	All	Construction	L.S.	\$ _____
3		AUTHORIZED CONTINGENCY WORK	L.S.	\$ <u>10,000.00</u>
		TOTAL BASE BID		\$ _____
Alternate No.1		New ceiling and lighting in Recorders' personal office		\$ _____

STATE OF _____)
)SS.
COUNTY OF _____)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared _____ (Name) who, by me being duly sworn, deposed as follows:

My name is _____ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the _____ (Position/Title) of _____ (Contractor)

I have the legal authority to make the following assertions:

1. _____ (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with this Agreement, as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, _____ (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires:

MAYOR'S EXECUTIVE ORDER NO. 28
MINORITY AND WOMEN-OWNED BUSINESS
PARTICIPATION ON CITY CONTRACTS

An Executive Order relating to minority and women's business enterprises' participation in City contracts.

WHEREAS, the City of St. Louis is particularly concerned that local minority and women=s business enterprises be afforded an equal opportunity to participate and be utilized in City-funded contracts; and

WHEREAS, there is ample evidence that there has been discrimination against minority and women's business enterprises in the City of St. Louis and the effects of that discrimination are continuing; and

WHEREAS, it is the policy of the City of St. Louis to rectify the effects of identified discrimination within its jurisdiction; and

WHEREAS, it is the city's goal to fully utilize the skills of minority business enterprises and women's business enterprises in all sectors of the economy so as to best advance the City's economic and business development objectives; and

WHEREAS, the City of St. Louis, Missouri, the St. Louis Minority Contractors Association, Inc., and the United States Department of Housing and Urban Development entered into a Consent decree in the United States District Court for the Eastern District of Missouri on or about December 11, 1990 toward the end of establishing a program to enhance the opportunities of minority and women's businesses to participate fully in City-funded public work contracts; and

WHEREAS, the Board of Aldermen adopted Ordinance Number 62035, approved July 29, 1990, establishing a review committee to make recommendations to the Board.

SECTION ONE. DEFINITIONS

For purposes of this policy, the following terms have the meanings indicated:

1. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by minority group members who have at least 51% ownership. The minority group member(s) must have day to day operational and managerial control, and an interest in capital and earnings commensurate with his or her percentage of ownership.
2. **Minority Group member(s):** persons legally residing in the United States who are African-American, Asian-American, Native-American or Hispanic-American.
3. **Women's Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by a woman or women who have at least 51% ownership. The woman or women must have day to day operational and managerial control, and an interest in capital and earnings commensurate with her or their percentage of ownership.
4. **Certification:** The process by which the St. Louis Development Corporation determines a person, firm, or legal entity to be a bona fide minority or women's business enterprise.
5. **Contracting Agency:** Any Agency or Department making a contract on behalf of the City of St. Louis.

SECTION TWO. POLICY

It is hereby declared to be the policy of the City of St. Louis that the effects of identified discrimination against minority business enterprises and women's business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise participation and at least 5% women's business enterprise participation in contracts and purchases wherein City funds are expended. That goal shall be pursued by the programs described below.

SECTION THREE. PROGRAM ADMINISTRATION

1. SLDC shall be charged with overall responsibility for the administration and enforcement of the City's minority and women's business enterprise participation policy.

SLDC will establish procedures for all contacting agencies for the purpose of monitoring the City's overall performance with respect to minority and women's business enterprise participation. The duties and responsibilities of SLDC shall include:

- (a) adopting rules and regulations to effectuate this order;**
- (b) developing and distributing a directory of certified MBE's and WBE's;**
- (c) providing information and needed assistance to MBE's and WBE's to increase their ability to compete effectively for the award of City contracts;**
- (d) investigating alleged violations of this order and making written recommendations for remedial action when appropriate;**
- (e) developing and distributing all necessary forms, applications, and documents necessary to comply with implement and effectuate this order;**
- (f) reviewing, on a regular basis, the progress of each contracting agency toward achieving the goals for the utilization of minority and women's business enterprises and making an annual report as of June 30 of each year, which report shall be delivered to the Mayor no later than September 30, commencing September 30, 1998, reporting that progress which has been made, together with recommendations as to such further remedial action that should be taken, if any;**
- (g) making recommendations to appropriate City officials regarding methods to further the policies and goals of this order;**
- (h) monitoring contractors throughout the duration of the contract to ensure that all efforts are made to comply with the requirements of this order; and**
- (i) certifying that the requirements of this order have been satisfied before contracts are signed or countersigned.**

2. It shall be the responsibility of the contracting agency to ensure that bids or proposals from the agency adhere to the procedures and provisions set forth in this order.

- (a) The contracting agency director or designee shall assume primary responsibility for achieving the goals of this program and shall review,**

on a continuing basis, all aspects of the program's operations to assure that the purpose is being attained;

(b) The contracting agency shall take the following actions to ensure that MBE's and WBE's have maximum opportunity to participate on City contracts for which bids are solicited:

- (i) the advertisements for bids, if any, shall appear in the City Journal no less than 21 days before bids are due for specific contracting opportunities, except where the contracts are awarded on an emergency basis;
- (ii) a written notification shall be sent to such minority and women's trade and professional associations and contractors' associations as are designated by SLDC about the availability of contracting opportunities no less than 21 days before bids are due, except where the contracts are awarded on an emergency basis, in which case the notice shall be sent as soon as may be;
- (iii) all contract solicitations shall include the MBE/WBE policy and any other materials required;
- (iv) all contracting opportunities shall be evaluated in an effort to divide the total requirements of a contract to provide reasonable opportunities for minority and women's business enterprises;
- (v) guidelines shall be established to ensure that a notice to proceed is not issued until signed letters of intent or executed agreements with the MBE's and WBE's proposed in the bid documents have been submitted; and
- (vi) actions shall be taken to ensure that all required statistics and documentation are submitted to SLDC as requested.

(c) The contracting agency shall annually formulate a contract forecast estimating the number, probable monetary value, type of contracts and the estimated solicitation date for the contracts the contracting agency expects to award in the upcoming year. In addition, an implementation

plan describing how the contracting agency will accomplish its MBE/WBE utilization goals shall be formulated. Each contracting agency will submit these documents to SLDC on or before June 30.

(d) The contracting agency shall make quarterly reports to SLDC concerning the agency's progress in achieving the goals established by this order.

3. It shall be the responsibility of each bidder and proposer to adhere to the procedures and provisions set forth in this order.

(a) Each bidder and proposer must complete an MBE and WBE Utilization Form and identify therein its commitment, if any, to utilize MBE's and WBE's. Any failure to complete and sign the MBE and WBE utilization form will result in the bid or proposal being declared nonresponsive. In its response to an invitation to bid or request for proposal, the bidder or proposer shall include the names of minority and women's business enterprises to whom it intends to award subcontracts, if any, the dollar value of the subcontracts, and the scope of work to be performed;

(b) It is the bidder's or proposer's responsibility to ensure that all MBE's and WBE's projected for use have been certified by the City prior to bid opening;

(c) Whenever additional contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the original contract, the contractor shall make every effort to maintain the level of MBE and WBE participation as established in the original contract;

(d) The awardee of a contract must submit copies of executed agreements with the MBE's and WBE's being utilized;

(e) The awardee of a contract must submit reports and documentation as required by SLDC, verifying payments to the MBE's and WBE's being utilized.

1. Contracting Agencies, contractors, subcontractors, and the construction clearinghouses shall consider, and follow where appropriate, the following guidelines in making good

faith efforts to meet the goals of this order. All good faith efforts shall be made prior to bid opening. These guidelines are not all inclusive.

SHARED RESPONSIBILITIES FOR GOOD FAITH EFFORTS

(a) CONSTRUCTION CLEARINGHOUSE

The SLDC's contractors assistance agency and construction clearinghouse, the Contractor's Assistance Program (CAP), will distribute information on the City's needs to all of the M/WBEs who may be interested in performing all or part of the work that the City requires.

(i) DISTRIBUTION OF INFORMATION

By first class mail, fax or E-mail, the construction clearinghouse shall promptly distribute all information that the City and its plan holders may provide. The clearinghouse shall act on all information that it receives in no more than two business days.

(ii) DIRECTORY OF M/WBES IN THE RELEVANT AREA

The construction clearinghouse shall have access to sufficient quantities of the SLDC M/WBE Directory and the St. Louis Airport Authority's DBE Directory, including but not limited to information on the categories of work that each firm performs.

(iii) BONDING AND INSURANCE

The construction clearinghouse shall create and regularly update a directory of the bonding and insurance agents in the relevant area. Upon request, the clearinghouse should give a copy of the directory to any interested party. In addition, the clearinghouse should be prepared to provide the name, address and telephone number of a bonding or insurance agent who may be able to respond to a firm's request for assistance. The clearinghouse should also encourage and facilitate liaison between the bonding and insurance industries and the M/WBEs in the relevant area.

(b) CONTRACTING AGENCIES

(i) GENERAL

The City shall ensure, to the extent practical, that its plans and specifications are clear and reflect the actual requirements. The City

shall delete any contractual provisions that would require M/WBEs to take unreasonable business risks.

(ii) **ADVERTISING**

The City will publicly advertise every project, taking advantage of general circulation magazines and newspapers, and any publications that target minorities or business women in the relevant area. The City shall also use the construction clearinghouse to notify all M/WBEs of all business opportunities. The City should run its advertisements and notify the clearinghouse as soon as practical, but not less than two weeks before the date on which bids are due. The City's advertisements and its notice to the clearinghouse shall include:

- The date, time, place and contact person for any pre-bid meeting;
- Expressly encourage M/WBEs to bid for the prime contract, or to the prime contractors holding plans for the project;
- Estimate the subcontracting opportunities that the project will provide, including but not limited to the type of work that prime contractors are likely to subcontract; and
- Explain that the City has provided a copy of the plans and specifications to the construction clearinghouse.

(iii) **PRE-BID MEETINGS**

The City may conduct a pre-bid meeting or make its project manager readily available to discuss the project with interested parties. In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

The City shall use at least part of any pre-bid meeting to encourage prime contractors and M/WBEs to work together, providing an opportunity for all firms to identify themselves, and for all M/WBEs to identify the type (s) of work that they perform. The City should also

emphasize that it expects all firms to perform a commercially useful function.

(iv) **PLAN HOLDERS**

No more than seven calendar days after it has advertised the project, the City should give a list of plan holders to the construction clearinghouse, including the name, street address, telephone number, fax number, E-mail address and contact person for each firm. The City should update the list of plan holders at least once a week.

(v) **PLANS AND SPECIFICATIONS**

The City shall provide one copy of its plans and specifications to the construction clearinghouse free of charge. The plans and specifications shall be provided on the same date on which the project is formally advertised.

The City shall expressly direct and require its design professionals to satisfy these requirements and to make themselves readily available to all contractors, to the extent necessary to eliminate any ambiguities.

In addition, the City shall reduce all questions and answers to writing and should promptly provide that information to all plan holders, including the construction clearinghouse.

(c) **PRIME CONTRACT BIDDERS AND OTHER PLAN HOLDERS**

(i) **NOTICE TO CLEARINGHOUSE**

Any firm that intends to bid for the prime contract should have a notice of its intention delivered to the construction clearinghouse as soon as feasible, but no fewer than seven calendar days before the date on which the firm desires to have all quotes in hand.

That notice may be delivered by fax or E-mail, but should be in writing, in addition, it should:

- Include the name, street address, fax number, telephone number and E-mail address of a contact person;
- Specify the items of work that the plan holder may subcontract; and
- Expressly encourage M/WBEs to quote those items.

(ii) PRE-BID MEETINGS

The prime contract bidder should attend any pre-bid meeting that the City may schedule.

(iii) FOLLOW-UP WITH M/WBES

The prime contract bidder should promptly return all calls, faxes, and E-mail that it receives from interested M/WBES. The follow-up should take the form of a telephone call, fax or E-mail during normal business hours.

(iv) PLANS AND SPECIFICATIONS

Upon request, the plan holder should permit any interested M/WBE to review the project's plans and specifications at the plan holder's place of business during normal business hours. In addition, the prime contract bidder should have a least one employee available to help the M/WBE identify the specific item(s) in which the latter may have an interest.

(v) BONDING AND INSURANCE

The prime contract bidder should be encouraged not to deny a subcontract to an otherwise qualified and competitive, and if necessary, certified M/WBE solely because the latter cannot provide a performance or payment bond for the work, unless the bidder's bonding is contingent upon bonding for all subcontractors.

(vi) BID PACKAGES

The prime contract bidder should break its subcontracts down into discrete items or packages that at least some of the M/WBES in the relevant area may find economically feasible to perform.

The prime contract bidder should not deny a subcontract to an otherwise qualified and competitive M/WBE solely because the latter cannot perform an entire package of related items, but the bidder may deny a request to repackage the work where doing so would jeopardize scheduling, or increase that bidder's cost of performing the original package by more than 5%.

(vii) SUBCONTRACTOR QUOTES

Where two or more quotes cover the same item(s) of work, the prime contractor bidder should have the discretion to accept the low quote.

(viii) LETTER OF INTENT

No more than five business days after the bid date, the prime contract bidder should send a letter of intent to the M/WBEs that the bidder intends to use on the project.

(ix) REASONS FOR REJECTION

No more than one week after it determines that it has been successful, the prime contract bidder should also communicate with any M/WBE that unsuccessfully bid for a portion of the work. The prime contract bidder should provide a legitimate and non-discriminatory reason for not using the M/WBE.

(x) WRITTEN POLICY

Independent and apart from its interest in any one project, the prime contract bidder should have a written policy stating that it affirmatively supports subcontracting to M/WBEs, and that bringing such firms into the mainstream of the construction industry is a priority for that firm. This policy shall be made available to the City upon request.

(xi) LIAISON WITH M/WBEs

Independent and apart from its interest in any one project, the prime contract bidder should assign a senior official the responsibility of serving as a liaison between the firm and the M/WBEs in the relevant area.

(d) MINORITY AND WOMEN BUSINESS ENTERPRISES

(i) PRE-BID MEETINGS

The M/WBEs should attend any pre-bid meetings that the City may schedule.

(ii) EXPRESSION OF INTEREST

The M/WBE shall promptly call, send a fax or E-mail to any prime contract bidder to whom it would like to provide a quote. The M/WBE should clearly express an interest in providing a quote. The M/WBE

should also send a notice of its interest in the project to the construction clearinghouse. To the extent practical, the M/WBEs should take such actions during normal business hours and at least five business days before the date on which bids are due.

(iii). **SCOPE LETTER**

At least five business days before the date on which bids are due, the M/WBEs should also give the prime contract bidder a scope letter that clearly defines the items that the M/WBE would like to perform.

SECTION FOUR. PUBLIC WORKS CONTRACTS

1. This section shall be applicable to all contracts let for public works contracts or improvements.
2. If a prime contractor's bid does not indicate an intent to utilize a minimum of 25% MBE participation and 5% WBE participation, the contractor shall request a waiver from the contracting agency who then must submit such request to SLDC.
3. SLDC will grant a waiver from meeting the 25% MBE and 5% WBE goals, or some portion of them, when documentation submitted by the bidder substantiates that all available resources have been exhausted in locating and soliciting bids or proposals from minority and women contractors, suppliers, and service providers.
4. MBE and WBE participation shall be counted in accordance with the following provisions:
 - (a) A contracting agency may count as MBE or WBE participation only expenditures to MBE's and WBE's that perform commercially useful functions in the execution of a contract. An MBE or WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE or WBE is performing a commercially

useful function, SLDC will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

- (b) A contracting agency may count as MBE or WBE participation the total dollar value of a contract with an MBE or WBE prime contractor less any amount that is subcontracted to non-MBE's/WBE's (including any persons or firms that are identified as MBE and/or WBE but are not so certified by the City of St. Louis).
- (c) The total dollar value of a contract with an enterprise owned and controlled by minority women may be counted as either minority or women's business participation, but not both. The contracting agency must choose which category of participation to which the dollar value is applied.
- (d) A contracting agency may count as MBE or WBE participation a portion of the total dollar value of a contract with a joint venture equal to the percentage of MBE or WBE participation in the joint venture. The joint venture must be certified by the City of St. Louis and the MBE or WBE participant in the joint venture must be responsible for a clearly defined portion of the work to be performed, equal to a share in the ownership, control, management, responsibility, risks and profits of the joint venture.
- (e) A contracting agency may count toward a bidder's MBE and WBE goals expenditures for material and supplies obtained from MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.
 - (i) A contracting agency may count a bidder's entire expenditure to a MBE/WBE manufacturer. A manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale.

- (ii) The bidder may count twenty percent (20%) of its expenditures to MBE/WBE suppliers that are not manufacturers.

(f) A contracting agency may count as MBE or WBE participation the entire expenditure to an MBE or WBE supplier when the supplier:

- (i) assumes the actual and contractual responsibility for furnishing the supplies and materials; and
- (ii) is recognized as a distributor by the industry involved in the contracted supplies and materials; and
- (iii) owns or leases a warehouse, yard, building or whatever other facilities are viewed as customary or necessary by the industry; and
- (iv) distributes, delivers and services products with its own staff and/or equipment.

(g) A contracting agency may count as MBE and WBE participation only those firms that have been certified as MBE's and WBE's by SLDC prior to bid opening. If a firm listed by a bidder in its bid documents has not been so certified as MBE or WBE, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of MBE and WBE participation proposed by the bidder.

(h) Joint ventures or mentor-protégé-relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.

(i) Participation of MBE and WBE firms located outside of the St. Louis Metropolitan Statistical Area (MSA) shall not count towards the goals established in this order.

5. To meet the requirements of the order, the following guidelines must be followed by prime contractors:

(a) For any work to be subcontracted or materials to be supplied, prime contractors shall solicit bids from MBE's and WBE's to the maximum extent possible, referring to the City's Directory as necessary. All firms, including

non-MBE's and non-WBE's, should be solicited in the same time period. If an MBE or WBE firm submits the low or equally low bid for work to be subcontracted or materials to be supplied, the prime contractor shall use the MBE or WBE firm unless the bid is non-responsive or the prime contractor is able to document that the MBE or WBE firm is unqualified or otherwise unable to perform the work or supply the needed materials. Where second tier subcontracting is to occur, the same procedure shall be employed for each type of work or materials to be supplied under a second tier subcontract.

- (b) All solicitations shall be made prior to the bid opening and there shall be no negotiation of bids or bid shopping by the contracting agency. Contractors bidding on more than one contract must solicit bids from MBE's and WBE's for each contract for which they are bidding regardless of the proximity of the bid dates or the previous lack of responsiveness of MBE's and WBE's.
 - (c) Prime contractors may count as MBE or WBE participation only those firms that have been certified as MBE's or WBE's by the City of St. Louis prior to the bid opening.
 - (d) Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
 - (e) Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
6. The contracting agency shall notify SLDC of the date and time for the formal bid opening. After the bids have been opened and read, the contracting agency will review the M/WBE Statement, included as part of the bid documents, to determine whether the low bidder intends to meet the MBE and WBE participation goals established by this order. If the low bidder does not meet the specified goals for MBE and WBE participation, the low bidder shall be instructed to request a total or partial waiver of the goals.
7. Within 48 hours following bid opening the apparent low bidder, and any other bidder still desiring to be considered for contract award, shall submit to the Contracting Agency the M/WBE Utilization Plan, and any other documents required by the bid documents, including, where appropriate, a request for waiver. If the M/WBE Utilization Plan does not meet the project goals, the bidder shall

seek a partial or total waiver of the M/WBE goals. The application for waiver of all or part of the M/WBE goals shall include full documentary evidence of the bidder's good faith efforts to meet the goals prior to bid opening and why the request for waiver should be granted. The application, which shall be in writing, must include a narrative, affidavits or exhibits which verify the actions taken by the bidder to meet the M/WBE goals.

8. The contracting agency will conduct a preaward conference following the bid opening. A representative from SLDC and SLDC's designated minority and women's contractors assistance agency shall attend this meeting. At that time, the contracting agency will review the bidder's proposed MBE and WBE participation. If the bidder fails to meet the goals established by this order, it will be allowed to request a waiver from those provisions. The waiver request must be supported by evidence establishing that the bidder has exhausted all available resources in locating and soliciting bids or proposals from minority and women's businesses and has found it impossible to meet the established goals. Denial of a waiver may be appealed by the bidder, within 10 days of notice of the denial, to the Mayor, who shall rule upon the appeal in due course. Failure on the low bidder's part to exhaust all reasonable methods in a good faith effort to solicit bids prior to bid opening from the MBE and WBE firms listed in the City's Directory may place the award of the contract to the low bidder in jeopardy.
9. Prior to the preaward conference, copies of the bid documents will be distributed to SLDC. SLDC will immediately begin a review of the bid documents and, within two weeks following the preaward conference, will make a recommendation as to the apparent low bidder's good faith efforts to meet the city's goals prior to bid opening. In making this determination, SLDC will contact MBE's and WBE's to verify that the apparent low bidder solicited bids from each of them, that the MBE and WBE subcontractor bid amounts listed accurately reflect the amounts actually quoted by those firms and, in the case of those MBE/WBE firms proposed to be utilized by the low bidder, that the apparent low bidder has tentative agreements with them in the amounts shown. For work being subcontracted to non-MBE/WBE firms, SLDC will contact the certified MBE and WBE firms in that particular trade, service or supply area to verify that, after solicitation of bids by the proposed

prime contractor, the MBE and WBE firms submitted high or non-responsive bids or no bids at all. After the verification process, SLDC may make a positive recommendation to the contracting agency for contract award to the low bidder and/or grant the request for a waiver to the MBE/WBE goals established by this order, or SLDC may recommend denial of the contract award and/or the request for a waiver. The contracting agency shall not award any contract in excess of \$10,000 without the positive recommendation of the SLDC.

10. Each contracting agency shall maintain files documenting the efforts of successful bidders to achieve the City's goals regarding utilization of minority and women's business. In addition, each contracting agency is responsible for documenting that the prime contractor (including MBE and WBE prime contractors) has signed and valid contracts with each MBE and/or WBE subcontractor proposed by the prime contractor in its bid documents. The contracting agency shall not authorize any payments to the prime contractor until acceptable documentation has been submitted to SLDC and the contracting agency.
11. At contract completion, the contracting agency shall obtain final documentation of MBE and WBE participation. The contracting agency must have complete and acceptable documentation as determined by SLDC of amounts paid to all project MBE and WBE subcontractors on file before the final payment is made to the prime contractor.
12. Representatives of the contracting agency and/or SLDC or its designee shall make periodic visits to the project site to verify minority and women's business enterprise participation.
13. In the event that a public works or improvement contract is awarded on an emergency basis, the contracting agency shall give preference to MBE's and WBE's if, at the time that the contract is let, those contracts that have been awarded as of that date, do not, in the aggregate, meet the City-wide goals specified in this order.
14. The provision of this order shall be made part of all contracts regulated by this order.

SECTION FIVE. SERVICE CONTRACTS

1. It shall be the goal of each contracting agency where anticipated service contracts, including professional service contracts, for any year exceed the sum of \$150,000 in the aggregate that 25% of the aggregate value of contracts awarded each fiscal year be let with MBE's and that 5% of the aggregate value of contracts awarded each fiscal year be let with WBE's.
2. It shall be the goal of the city that of the aggregate value of contracts awarded by contracting agencies that anticipate letting service contracts, including professional service contracts, aggregating \$150,000 or less, 25% shall be let with MBE's and 5% be let with WBE's.
3. The methods by which contracting agencies shall pursue those goals shall include, but not be limited to,
 - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
 - (b) active solicitations of proposals by MBE's and WBE's;
 - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
 - (d) encouragement of subcontracting to MBE's and WBE's;
 - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
 - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities; and
 - (g) contacting minority and women trade and professional organizations to solicit participation.
4. All requests for services, including professional services, shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.
5. Each contracting agency shall make a report to SLDC of the MBE and WBE participation in each professional service contract that it makes.
6. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.

7. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.
8. Contracts with non-MBE's and non-WBE's shall be counted towards the MBE and WBE goals under the following circumstances and according to the following standards:
 - (a) where the non-MBE or non-WBE firm assigns one or more minority or women partners or owners, 75% of the billable hours attribute to that partner or owner shall be counted as MBE or WBE participation, as the case may be.
 - (b) where the non-MBE or non-WBE firm assigns one or more minority or women associates or employees, 25% of the billable hours attributed to the associates or employees shall be counted as MBE or WBE participation, as the case may be.
 - (c) where the non-MBE or non-WBE enters into a subcontract with an SLDC-certified MBE or WBE, that portion of the value of the contract that is subcontracted shall be counted as MBE or WBE participation as the case may be.

SECTION SIX. SUPPLY CONTRACTS

1. The goal of the City of St. Louis is that 25% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with MBE's and that 5% of the value of all contracts let and purchases made by the Supply Commissioner shall be let or made with WBE's.
2. All contracts let by the Supply Division for the purchase or lease of materials, equipment, supplies, commodities or services, the estimated cost of which exceeds \$500, shall be subject to this goal;
3. The methods by which the Supply Commissioner shall pursue this goal shall include but not be limited to the following:
 - (a) The Supply Commissioner shall solicit bids from minority business enterprises and women's business enterprises certified to supply the required materials, equipment, supplies or services;
 - (b) SLDC shall provide the Supply Commissioner with a list of minority business enterprises and women's business enterprises qualified to provide

each of those commodities that the Supply Commissioner indicates are required by the City;

- (c) The Supply Commissioner shall notify SLDC prior to solicitation of bids whenever no such qualified businesses are available;
 - (d) SLDC shall attempt to identify such qualified businesses, and if successful, shall notify the Supply Commissioner of their availability; and
 - (e) The Supply Commissioner shall provide such minority business enterprises and women's business enterprises every practical opportunity to submit bids.
4. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
 5. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.

SECTION SEVEN. CONCESSION CONTRACTS

1. It shall be the goal of each contracting agency to award concession contracts in such a manner as to achieve the City's goals for MBE and WBE participation.
2. The methods by which contracting agencies shall pursue this goal shall include, but not be limited to, the following:
 - (a) consultation with SLDC and observation of all rules and regulations promulgated by SLDC;
 - (b) active solicitations of proposals by MBE's and WBE's;
 - (c) encouragement of joint ventures or mentor-protégé relationships that include MBE's and WBE's;
 - (d) encouragement of subcontracting to MBE's and WBE's;
 - (e) solicitation of proposals from MBE and WBE firms in a time frame that will allow those firms to respond;
 - (f) division of contract requirements where possible to allow MBE's and WBE's reasonable contracting opportunities;
 - (g) contacting minority and women trade and professional organizations to solicit participation.

2. All requests for concession proposals shall require proposers to make every good faith effort to utilize minority business enterprises and women's business enterprises as subcontractors and suppliers whenever possible. Concession contract proposers shall be required to submit their projected utilization of minority and women's business enterprises, if any, along with a description of the efforts made to utilize such businesses.
3. Joint ventures or mentor-protégé relationships between prime contractors and subcontractors with local MBE and WBE firms are encouraged.
4. Participation of MBE and WBE firms located outside the MSA shall not count towards the goals established in this order.

SECTION EIGHT. BONDING ASSISTANCE

SLDC shall develop a program to assist small business enterprises, including MBE's and WBE's in obtaining information and resources on the availability of bonding for public sector contracts. SLDC shall provide;

1. Individualized counseling;
2. Conduct seminars relating to bonding;
3. Explore methods of creating a bonding program for small businesses with public and private sector resources;
4. Monitor the bonding practices in the local market and to document any instances of discrimination in the bonding industry; and
5. Provide advice and information to the Board of Public Service or the appropriate user department as to the level of bonding generally available to subcontractors, so that such information may be considered in the process of reducing such projects to a size that small business enterprises might successfully bid.

SECTION NINE. FINANCIAL ASSISTANCE

SLDC will assist small business enterprises in locating available financial resources in the St. Louis business sector. SLDC shall:

1. Act as a clearinghouse for information on financial assistance programs for small business enterprises, MBEs, and WBEs;
2. Assist in packaging loan requests for small business enterprises;
3. Contract seminars relating to financing;

4. Monitor and document any instances of discrimination against small business enterprises, MBEs, and WBEs; and
5. Explore public and private resources to provide financial services to small business enterprises.

SECTION TEN. EMPLOYMENT

All firms doing business with the City of St. Louis are encouraged to act affirmatively to hire residents of the City of St. Louis as employees, with particular emphasis on residents of the City who are members of minority groups or who are women.

SECTION ELEVEN. CITY-FUNDED PROJECTS

All contracts between the City of St. Louis and a second party wherein the City of St. Louis provides City or other governmental funds to the second party and wherein the second party agrees to provide services or engage in a project shall contain a provision obligating the second party to observe the program established by this Order, except with respect to non-construction contracts to which not-for-profit corporations are a party.

SECTION TWELVE. PENALTIES

1. If SLDC determines that a contractor, bidder or proposer has failed to comply with the City's program regarding utilization of minority and women's business enterprises, it shall report its determination to the Mayor.
2. The Mayor, pursuant to Article VII, 1 of the Charter, may subject the offending party to any or all of the following penalties and sanctions:
 - (a) withholding of contract award;
 - (b) suspension of contract;
 - (c) withholding of payments;
 - (d) rescission of contract based upon a material breach of contract pertaining to MBE and/or WBE participation;
 - (e) refusal to accept a proposal; and
 - (f) disqualification of a bidder, proposer or contractor from eligibility for providing goods or services to the City for a period not to exceed one year.

3. **The Mayor shall report the imposition of any penalty to the Comptroller and to the City Counselor.**

SECTION THIRTEEN. MINORITY AND WOMEN'S BUSINESS ENTERPRISE ADVISORY COMMITTEE

1. **There is hereby created and established an advisory committee to be known as the Minority and Women Business Enterprise Advisory Committee.**
2. **The committee shall consist of the following ten (10) members appointed by the Mayor, with the consent of the Board of Aldermen:**
 - (a) **One (1) member of the Commission of the Civil Rights Enforcement Agency;**
 - (b) **One (1) member of the Contractors Assistance Program (CAP);**
 - (c) **One (1) member of the St. Louis Minority Contractors Association;**
 - (d) **One (1) member of the National Association of Women in Construction;**
 - (e) **One (1) member of the Associated General Contractors of St. Louis;**
 - (f) **One (1) member of the Hispanic Chamber of Commerce;**
 - (g) **One (1) member of the National Indian Community Association;**
 - (h) **One (1) member of the Asian-Americans for Equal Opportunity;**
 - (i) **One (1) member of the St. Louis Minority Business Council; and**
 - (j) **One (1) member of the St. Louis Council of Construction Consumers;**
3. **Members shall serve for staggered terms of three (3) years. Initially four (4) members shall be appointed for a term of three (3) years, three (3) members shall be appointed for a term of two (2) years and three (3) members shall be appointed for a term of one (1) year. Vacancies shall be filled in the same manner as the original appointments for the remainder of the vacant term. Each member shall serve without compensation.**
4. **The committee shall elect a Chairman and a Secretary who shall each serve for three (3) years. One (1) month prior to the end of the Chairman's and the Secretary's term, successors shall be elected. The committee shall adopt rules consistent with applicable laws for the conduct of its business.**
5. **The committee shall meet quarterly to review compliance with this Order. In addition, the committee shall at a minimum meet twice annually in open public session to receive general testimony from the public. All minutes and records of the committee shall be open to the public.**

6. **The committee shall monitor the effectiveness of the City's program described in this order and make such recommendations to SLDC as it sees fit. The actions, decisions and recommendations of the Committee are to further the policies and goals of this Order and shall not be final or binding on the City but shall be advisory only.**

SECTION FOURTEEN. TERM

The program established by this order shall cease June 30, 2002, except SLDC shall submit its final report on September 30, 2002.

SECTION FIFTEEN. REPORT

No later than September 30, 1998 and beginning in 1998, and every year thereafter, SLDC shall deliver a report to the Mayor reviewing the progress made as of the preceding June 30 in achieving the City's goals, and making such recommendations as to further remedial action that should be taken, if any.

SECTION SIXTEEN. FEDERAL AND STATE REGULATIONS

Projects that utilize federal or state funds in whole or in part must comply with any applicable federal or state regulations and such regulations may not be waived by the City.

Dated: July 24, 1997

**Signed by: Clarence Harmon
Mayor, City of St. Louis**

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

M/WBE GUIDELINES FOR PUBLIC WORKS CONTRACTS

I. GENERAL PROVISIONS

A. POLICY:

It is the policy of the City of St. Louis, hereafter referred to as the City that the effects of identified discrimination against minority business enterprises and women's business enterprises within its jurisdiction shall be eradicated as part of the overall City business and economic development strategy. The method that the City shall employ to implement that policy is the establishment of a goal of at least 25% minority business enterprise (MBE) participation and at least 5% women's business enterprise (WBE) participation, as defined in the Mayor's Executive Order #28 (Order), in contracts and purchases wherein City Funds are expended. Consequently, the requirements of the Order and the directives developed by the City to ensure compliance with the Order apply to the contract agreement issued by the City resulting from this bid solicitation.

B. M/WBE GOALS:

The City has established in connection with this contract, the goal of at least 25% MBE participation and at least 5% WBE participation taken as a percentage of the original contract amount. This goal remains in effect throughout the life of the contract. When award of the contract is made with Minority and Women's Business Enterprise (M/WBE) participation less than the contract goal, the prime contractor shall continue good faith efforts throughout the life of the contract to increase the M/WBE participation to meet the contract goal.

Whenever additional contract supplements, extra work orders, or change orders are made that individually, or in the aggregate, increase the total dollar value of the individual contract, the contractor shall make every effort to maintain the level of M/WBE participation as established in the original contract.

C. M/WBE OBLIGATION:

The contractor agrees to take all reasonable steps necessary to ensure that Minority and Women's Business Enterprises (M/WBEs), as defined in the Order, have an opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with city funds provided under this contract agreement. The contractor shall not discriminate on the basis of race, religion, color, national origin or sex in the award and performance of contracts financed in whole or in part by the City. The contractor is encouraged to utilize the services of banks in the community which are owned and controlled by minorities and women when feasible and beneficial.

D. FAILURE TO COMPLY WITH M/WBE PROGRAM GUIDELINES:

All contractors and subcontractors are hereby advised that failure to carry out the guidelines set forth above shall constitute a breach of contract and, may result in rejection of the bid; termination of the contract; a deduction from the contract funds due or to become due the contractor; or other such remedy as described in the Order.

Failure to comply with the M/WBE guidelines shall include but not be limited to failure to submit the M/WBE Utilization Statement with the bid; failure to comply with the Submission Requirements outlined in these guidelines, failure to request a partial or complete waiver from the established goal as established in the Order if it is determined that the established contract goal will not be met; failure to exert a reasonable good faith effort to meet the established contract goal; failure to make a reasonable good faith effort to achieve the scheduled amount of M/WBE participation set forth on the approved Subcontractor List and failure to provide reasonable opportunities for M/WBEs.

E. APPLICABILITY

The contractor shall include these guidelines in all subcontracts and purchase orders for procurements resulting from this contract so that such provisions will be binding upon each subcontractor, regular dealer, manufacturer, consultant, or service agency.

F. DEFINITIONS:

As used in this requirement, the following terms have the meanings indicated:

1. Minority Business Enterprise (MBE): a sole proprietorship, partnership, or corporation owned, operated, and controlled by

minority group members who have at least 51% ownership. The minority group member(s) must have day to day operational and managerial control, and an interest in capital and earnings commensurate with his or her percentage of ownership.

2. Minority Group Member(s): persons legally residing in the United States who are African-American, Hispanic-American, Asian-American or Native-American.
3. Women's Business Enterprise (WBE): a sole proprietorship, partnership, or corporation owned, operated and controlled by a woman or women who have at least 51% ownership. The woman or women must have day to day operational and managerial control, and an interest in capital and earnings commensurate with her or their percentage of ownership.

G. ELIGIBILITY OF M/WBES:

A current directory containing the names of firms that have been certified as eligible to participate as M/WBES on City contracts can be obtained from the St. Louis Development Corporation, the City of St. Louis' Board of Public Service, and the St. Louis Airport Authority. This directory is not an endorsement of the quality of performance of the business but is simply an acknowledgment of the firm's eligibility as a M/WBE. Firms certified subsequent to the printing of this directory may be counted towards the project's M/WBE goals only if their certification is active at the time of bid opening. Contractors should contact SLDC, (314) 622-3400, or the DBE Program Office, (314) 551-5000 to verify the current status of a firm's certification. The Participation of M/WBE firms located outside the St. Louis Metropolitan Statistical Area (MSA) shall not count towards the goals established by the Order.

H. APPLICABILITY OF PROVISIONS TO M/WBE BIDDERS:

These provisions are applicable to all bidders, including M/WBES. M/WBE bidders must make a reasonable good faith effort to meet the M/WBE goals. A bid submitted by a M/WBE is not presumed to have met the prescribed M/WBE goal. The value of self-performed work, plus the value of M/WBE subcontracts scheduled to be issued, will be counted towards the M/WBE goal. The M/WBE bidder must perform at least 30 percent of the work of the contract with its own work force. If the M/WBE bidder intends to sublet any portion of the contract, the M/WBE bidder shall comply with provisions regarding contractor and subcontractor relationships. The M/WBE bidder shall properly execute and submit a Subcontractor List as prescribed by the bid documents.

I. COUNTING M/WBE PARTICIPATION TOWARD M/WBE GOALS:

M/WBE participation toward attainment of the goal will be credited on the basis of total subcontract prices agreed to between the contractor and subcontractors for the contract items or portions of items being subcontracted as reflected on the Subcontractor List in accordance with the City's M/WBE Program, and the following criteria.

1. The total value of contracts awarded for construction and services to an eligible M/WBE is counted toward the M/WBE goal provided the M/WBE performs a commercially useful function (CUF). The contractor is responsible for ensuring that the goal is met using M/WBEs that perform a commercially useful function.

The contractor shall operate in a manner consistent with the guidelines set forth in the M/WBE Program. A commercially useful function is performed when a M/WBE is responsible for the execution of a distinct element of work by actually managing, supervising, and performing the work in accordance with standard industry practices except when such practices are inconsistent with the Order, and the SLDC M/WBE Program, and when the M/WBE receives due compensation as agreed upon for the work performed.

To determine whether a M/WBE is performing a commercially useful function, the SLDC shall evaluate the amount of work subcontracted in accordance with the SLDC M/WBE Program, industry practices and other relevant factors. When an arrangement between the contractor and the M/WBE represents standard industry practice, if such arrangement erodes the ownership, control or independence of the M/WBE, or fails to meet the commercially useful function requirement, the contractor will not receive credit toward the goal.

3. A contractor may count toward the M/WBE goal 100 percent of expenditures to a M/WBE trucker. The M/WBE trucker must manage and supervise the trucking operations with its own employees and use equipment owned and/or leased by the M/WBE. No credit will be counted for the purchase or sale of material hauled unless the M/WBE trucker is also a SLDC certified M/WBE supplier. No credit will be counted unless the M/WBE trucker is an approved subcontractor.
4. A contractor may count toward the M/WBE goal that portion of the dollar value with a joint venture equal to the percentage of the ownership and control of the M/WBE partner in the joint venture.

Joint ventures must be certified prior to the bid opening. Such crediting is subject to a favorable SLDC review of the joint venture agreement to be furnished by the apparent low bidder at the Pre-award Conference. The joint venture agreement shall include a detailed breakdown of the following:

- a. Contract responsibility of the M/WBE for specific items of work;
- b. Capital participation by the M/WBE;
- c. Specific equipment to be provided to the joint venture by the M/WBE;
- d. Specific responsibilities of the M/WBE in the control of the joint venture;
- e. Specific manpower and skills to be provided to the joint venture by the M/WBE;
- f. Percentage distribution to the M/WBE of the projected profit or loss incurred by the joint venture;

5. A contractor may count toward the M/WBE goal only expenditures for materials and supplies obtained from M/WBE suppliers and manufacturers in accordance with the following:

- a. The contractor may count expenditures for material and supplies obtained from M/WBE suppliers and manufacturers toward M/WBE goals, provided that the M/WBE assumes the actual and contractual responsibility for the provision of materials and supplies.
- b. The contractor may count the entire expenditure made to a M/WBE manufacturer. A manufacturer is defined as an individual or entity that produces goods from raw materials or substantially alters them before resale. The M/WBE manufacturer shall be certified as such by an agency recognized by SLDC.
- c.
 - i. The contractor may count 20 percent of the expenditures to M/WBE suppliers that are not manufacturers.
 - ii. A contracting agency may count as MBE or WBE participation the entire expenditure to an MBE or WBE supplier when the supplier:

(1) assumes the actual and contractual responsibility for furnishing the supplies and materials, and

(2) is recognized as a distributor by the industry involved in the contracted supplies and materials; and

(3) owns or leases a warehouse, yard, building, or whatever other facilities are viewed as customary or necessary by the industry; and

(4) distributes, delivers and services products with its own staff and/or equipment.

(5) Dealers in bulk items such as steel, cement, aggregates and petroleum products are not required to maintain items in stock, but they must own or operate distribution equipment. The M/WBE supplier shall be certified by the City.

- d. A contracting agency may count as MBE or WBE only those firms that have been certified as MBEs and WBEs by the City prior to bid opening. If a firm listed by a bidder in its bid documents has not been so certified as MBE or WBE, the amount of participation it represents will be deducted from the total MBE or WBE participation proposed to determine the actual level of M/WBE participation proposed by the bidder.
 - e. A M/WBE may not assign or lease portions of its supply manufactured product or service agreement without the written approval of the contracting agency, in addition to any other approvals that may be required under the contract or by law or ordinance.
6. A contractor may count toward the M/WBE goal reasonable expenditures to M/WBE firms including fees and commissions charged for providing a bonafide service; fees charged for hauling materials unless the delivery service is provided by the manufacturer or regular dealer as defined above; and fees and commissions for providing any bonds or insurance specifically required for the performance of the contract.
7. The contractor will not receive credit if the contractor makes direct payment to the M/WBE's material supplier. However, it will be permissible for a material supplier to invoice the contractor and M/WBE jointly and be paid jointly by the contractor and the M/WBE firm.

8. The contractor will not receive credit toward the M/WBE goal for any subcontracting arrangement contrived to artificially inflate the M/WBE participation.

II. PRE-AWARD COMPLIANCE RESPONSIBILITIES

A. SUBMISSION REQUIREMENTS

- I. All bidders must submit the Subcontractor and Material/Equipment Supplier List and Good Faith Effort Report with their bid proposal. Failure to do so may render a bid non-responsive. This information is to demonstrate the contractor's intended certified M/WBE participation.
 - a) The Subcontractor and Supplier List, which shall include **all** subcontractors and material suppliers, including M/WBEs, proposed for utilization on the project. The Subcontractor List shall include the names and addresses of the firms, a list of bid items of work to be performed or materials to be supplied by the firms and the dollar value of the work to be performed or materials to be supplied by the firms.
 - b) The Contractor's Good Faith Efforts Report, which is a required submittal only when the bidder has not achieved the M/WBE goals with City certified M/WBEs.

B. GOOD FAITH EFFORTS:

When the M/WBE goals cannot be met, the bidder shall document and submit justification utilizing the Contractor's Good Faith Efforts Report form and provide a statement as to why the goals could not be met. The quality and intensity of the contractor's good faith efforts will be evaluated by the City. The contractor must demonstrate the good faith efforts taken to meet the M/WBE goals, including but not limited to the following:

- I. Efforts made to select portions of the work proposed to be performed by M/WBEs in order to increase the likelihood of achieving the stated goal, including, where appropriate, but not limited to, breaking down contracts into economically feasible units to facilitate M/WBE participation. Selection of portions of work are required to at least equal the goal for M/WBE utilization specified in the contract.

2. Written notification to disadvantaged economic development assistance agencies and organizations which provide assistance in recruitment and placement of M/WBEs, of the type of work, supplies, or services being considered for M/WBEs on this contract.
3. Efforts made to negotiate with M/WBEs for specific items of work including evidence on:
 - a. The names, addresses, telephone numbers of M/WBEs who were contacted, the dates of initial contact and whether initial solicitations of interest were followed up by contacting the M/WBEs to determine with certainty whether the M/WBE is interested. Personal or phone contacts are expected.
 - b. A description of the information provided the M/WBEs regarding the plans and specifications and estimated quantities for portions of the work to be performed.
 - c. A statement of why additional agreements with M/WBEs were not reached, and
 - d. Documentation of each M/WBE contacted but rejected and the reasons for the rejection.
4. Absence of any agreements between the contractor and the M/WBE in which M/WBE promises not to provide subcontracting quotations to other bidders.
5. Efforts made to assist the M/WBEs that need assistance in obtaining bonding, insurance, or lines of credit required by the contractor.
6. Documentation that qualified M/WBEs are not available, or not interested.
7. Attendance at any meeting scheduled by the BPS, the user department, or the SLDC to encourage better contractor-subcontractor relationships, forthcoming M/WBE utilization opportunities (i.e. pre-bid, workshops, seminars), etc.
8. Efforts to effectively use the services of available disadvantaged community organizations; disadvantaged contractor's groups; local, state and federal disadvantaged business assistance offices; and other organizations that provide assistance in recruitment and placement of M/WBEs.

9. Examples of actions not acceptable as reasons for failure to meet the M/WBE goal.
 - a. M/WBE unable to provide performance and/or payment bonds.
 - b. Rejection of reasonable bid based on price.
 - c. M/WBE would not agree to perform items of work at the unit bid price.
 - d. Union versus nonunion status.
 - e. Contractor normally would perform all or most of the work of the contract.
 - f. Solicitation by mail only.
 - g. Restricting to only those general group of items which may be listed in proposal under such headings "Items Subcontractible to M/WBE firms".

The demonstration of good faith efforts by the contractor must, in the end, prove the contractor had actively and aggressively sought out M/WBEs to participate in the project.

The information provided will be evaluated to determine if the low bidder is responsive. All the information provided must be accurate and complete in every detail. The apparent low bidder's attainment of the M/WBE goal or demonstration of good faith effort will assist in determining the award of the contract.

III. POST-AWARD COMPLIANCE RESPONSIBILITIES

A. OTHER REQUIREMENTS

1. If the contract is awarded on less than full M/WBE goal participation, such award will not relieve the contractor of the responsibility to continue reasonable good faith efforts to provide participation opportunities to M/WBEs throughout the life of the contract. In this instance, the contractor shall submit to the BPS and the SLDC a request to sublet prior to any subcontracting of additional work items or supply/material

purchases. The contractor will be required to document good faith effort to utilize M/WBE subcontractors/suppliers prior to entering into a contract with a non-M/WBE.

2. When the contract is awarded on M/WBE goal participation in excess of the original stated goal, the contractor shall continue to make reasonable efforts to achieve the M/WBE percentage stated on the Subcontractor List, regardless of the stated minimum goal percent in the specifications.
3. The contractor shall establish a program which will effectively promote increased participation by M/WBEs in the performance of contracts and subcontracts. The contractor shall also designate, and make known to the Board of Public Service, the user department and the SLDC, a liaison officer who will be responsible for the administration of the contractor's M/WBE program.
4. The contractor shall enter into subcontracts or written agreements with the M/WBEs identified on the Subcontractor List for the kind and amount of work specified. The subcontracting requirements of the contract will apply. The contractor shall submit copies of subcontracts or agreements for each M/WBE identified on the Subcontractor List to the BPS and the SLDC prior to the issuance of a Notice to Proceed.
5. The contractor shall keep each M/WBE informed of the project progress schedule and allow each M/WBE adequate time to schedule work, stockpile materials, and otherwise prepare for the subcontract work.
6. At any point during the project when it appears that the scheduled amount of M/WBE participation may not be achieved, the contractor shall provide evidence to the BPS and the SLDC demonstrating how the goal will be met.
7. If the contractor is unable to demonstrate to the satisfaction of the BPS and the SLDC that it failed to achieve the scheduled M/WBE participation due to reasons such as quantitative under-runs or elimination of items contracted to M/WBEs and that good faith efforts have been used to obtain the scheduled contract participation, the City may withhold an amount equal to the difference between the M/WBE goal and the actual M/WBE participation achieved as damages.
8. When the SLDC has reason to believe the contractor, subcontractor, or M/WBE are not operating in compliance with the terms of the M/WBE guidelines, to include, but not be limited to the encouragement of

fronting, brokering, or not providing a commercially useful function, the SLDC will conduct an investigation of such activities with the cooperation of the parties involved. If the SLDC finds that any person or entity is not in compliance, the SLDC will notify such person or entity, in writing, as to the specific instances or matters found to be in noncompliance.

9. To ensure that the obligations under subcontracts awarded to subcontractors are met, the SLDC will review the contractor's efforts to promptly pay subcontractors for work performed in accordance with the executed subcontracts. The contractor shall pay all subcontractors and suppliers, including M/WBEs, their respective amounts due for satisfactorily completed work within 15 calendar days after the contractor receives payment from the City for the items performed by the subcontractors. The contractor shall provide all subcontractors with a full accounting to include quantities paid and deductions made from the subcontractors partial payment at the time the check is delivered. Failure to do so without cause may result in an equal amount being withheld from the contractor on the next progress payment.
10. The City reserves the right to withhold any progress payment from the contractor when it is determined that a M/WBE is not performing a commercially useful function or that achievement of the goal is in jeopardy. Payment may be withheld in the amount of the M/WBE goal that is in jeopardy until either the contractor submits to the BPS and the SLDC a revised plan for achieving the contractor's goal and the plan is approved, or the M/WBE goal amount in question has been met.
11. The BPS or the User Department will monitor the contractor's M/WBE involvement during the contract, the level of effort by the contractor in meeting or exceeding the goals in the contract, the contractor's attempts to do so, and the efforts in soliciting such involvement. If, at the completion of the project, the contractor has failed to meet the M/WBE goal and has not demonstrated good faith efforts or obtained a reduction or waiver of the goal, the City may withhold an amount equal to the difference between the scheduled or approved amount of M/WBE participation and the actual M/WBE participation achieved as damages.

B. RECORD KEEPING REQUIREMENTS:

The contractor shall keep such records as are necessary for the SLDC to determine compliance with the M/WBE contract obligations. These records shall include the names of subcontractors, including M/WBEs; copies of subcontracts; the type of work being performed; documentation such as canceled checks and

paid invoices verifying payment for work, services, and procurement; and documentation of correspondence, verbal contacts, telephone calls, and other efforts to obtain services of M/WBEs. When requested, the contractor shall submit all subcontracts and other financial transactions executed with M/WBEs in such form, manner and content as prescribed by SLDC. The SLDC reserves the right to investigate, monitor and/or review actions, statements, and documents submitted by any contractor, subcontractor, or M/WBE.

C. REPORTING REQUIREMENTS:

The contractor shall submit monthly reports on M/WBE involvement. At the conclusion of each estimate period the contractor shall submit the Record of Payments to Subcontractors, Material Suppliers and Other Vendors Report to the BPS Project Manager to verify actual payments to all subcontractors and vendors, including M/WBE's, for the previous month's reporting period. These reports will be required until all subcontract performance activity is complete and the project is substantially completed. Reports are required regardless of whether or not subcontract performance activity occurred during the monthly reporting period.

Upon completion of all subcontract performance activity, and prior to final payment, the contractor shall submit the Final Record of Payments Report to the BPS Project Manager detailing all subcontractor and vendor payments. When the actual amount paid to a subcontractor or vendor is less than the award amount, a complete explanation of the difference is required.

If the M/WBE goal is not met, documentation supporting good faith efforts shall be submitted. Failure to submit this documentation or the required reports may result in the withholding of partial payments to the contractor until the reports are submitted. All payments due subcontractors which affect M/WBE goal attainment, including retainage, shall be paid by the contractor before the City of St. Louis releases the contract/retainage bond.

The SLDC reserves the right to conduct an audit of M/WBE participation prior to processing the final estimate and at any time during the work.

D. SUBSTITUTIONS OF M/WBE FIRMS AFTER CONTRACT AWARD:

1. The contractor shall continue reasonable good faith efforts to achieve the scheduled amount of M/WBE participation.
2. Contract items designated to be performed by the M/WBE on the Subcontractor List shall be performed by the designated M/WBE or an approved substitute. Substitutions of named M/WBEs must be approved in writing by the SLDC. Substituted M/WBEs shall not

commence work until the contractor is able to demonstrate that the listed M/WBE is unable to perform because of default, over-extension on other jobs, or other acceptable justification. It is not intended that a contractor's ability to negotiate a more advantageous contract with another subcontractor be considered a valid basis for change. Substitution of M/WBEs will be allowed only when the M/WBE is unable to perform due to default, over-extension on other jobs, or other similar justification. Evidence of good faith efforts exerted by the contractor shall be submitted to the SLDC for approval. Pay items of work eliminated from the project will not diminish the contractor's responsibility to make reasonable efforts to provide opportunities for M/WBE participation.

3. Under no circumstances will a contractor self-perform work originally designated to be performed by a M/WBE without prior written approval from the SLDC.
4. When a listed M/WBE is unwilling or unable, to perform the items of work specified on the Subcontractor List, the contractor shall immediately notify the SLDC. When a contractor's request to be relieved of the obligation to use the named M/WBE results in a M/WBE goal shortfall, the contractor shall immediately take steps to obtain another certified M/WBE to perform an equal amount of allowable credit work or make documented good faith efforts to do so. The new M/WBE's name and designated work shall be submitted to the BPS Project Manager for approval using the Substitution Form, prior to proceeding with the work. If the contractor is unable to replace a defaulting M/WBE with another M/WBE for the applicable item, a good faith effort shall be made to subcontract other items to M/WBEs for the purpose of meeting the goals. The SLDC will determine if the contractor made an acceptable good faith effort in awarding work to M/WBE firms. The SLDC may allow an adjustment of the goals as may be appropriate, depending on individual project circumstances.

**CITY OF ST. LOUIS
 MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE UTILIZATION
 CONTRACTOR'S GOOD FAITH EFFORTS REPORT**

CONTRACTING AGENCY: _____
 EA NO./PROJECT NAME: _____
 NAME OF PRIME CONTRACTOR: _____

In addition to the minority or women-owned business enterprises that are listed and proposed for utilization on this contract, the following minority or women-owned business enterprises were also contacted regarding this contract. However, the prime contractor is unable to utilize these firms for the reason indicated below:

FIRM NAME, ADDRESS, PHONE # CONTACT PERSON	BID ITEM(S) OF WORK TO BE PERFORMED AND/OR MATERIALS SUPPLIED	BID AMOUNTS	DATE AND METHOD OF SOLICITATION	COMMENTS: REASON REJECTED

PRIME CONTRACTOR AUTHORIZED SIGNATURE _____

DATE _____

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
SUBSTITUTION FORM**

CONTRACTING AGENCY: _____
 PROJECT NAME: _____
 NAME OF PRIME CONTRACTOR: _____
 TOTAL CONTRACT AMOUNT: _____

In accordance with the City of St. Louis' Minority and Women-Owned Business Participation Program, when adding, changing or deleting subcontractors or suppliers on City projects, the City of St. Louis Substitution Form shall be used. All changes to the original list of approved subcontractors or suppliers shall be submitted to the contracting agency and SLDC for review and written approval prior to the use of any substitute contractor and/or supplier on a City project. Contractors shall make a good faith effort to replace M/WBE subcontractors or suppliers unable to perform on the project with another certified M/WBE firm.

1. Is the subcontractor/supplier being replaced an MBE or WBE? YES _____ NO _____
2. Type of work to be performed/material to be supplied: _____
3. Dollar Amount: _____
4. Name of the subcontractor/supplier being replaced: _____
 Contact Person: _____ Telephone No. _____
5. Percent of work/material that was completed /supplied by the subcontractor/supplier _____
6. Amount paid to the subcontractor/supplier (if any): _____
7. The reason the subcontractor/supplier is being replaced is stated as follows:

8. Document the efforts made to replace or add an MBE/WBE to perform the work/supply the required materials: _____

9. Name of substitute subcontractor/supplier: _____
 Check One: MBE ___ WBE ___ Contact Person: _____ Telephone No. _____

This form should be completed and submitted to the Project Manager when a subcontractor or supplier is being added, deleted or changed. The same criterion used for establishing good faith efforts in maximizing the participation of MBE/WBEs prior to awarding this contract will also apply to the substitution of MBE/WBE subcontractors or suppliers during the performance of the contract.

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
RECORD OF PAYMENTS TO SUBCONTRACTORS,
MATERIAL SUPPLIERS AND OTHER VENDORS**

EA NO. _____

CONTRACT NUMBER: _____

PROJECT NAME: _____

DATE _____

NAME OF PRIME CONTRACTOR: _____

PAY APPLICATION NUMBER _____

PROPOSED SUBCONTRACTOR OR SUPPLIER	MBE or WBE	PROPOSED SUBCONTRACT AMOUNT	PAYMENTS TO SUBCONTRACTOR OR VENDOR THIS PERIOD	PREVIOUS PAYMENTS TO SUBCONTRACTOR OR VENDOR	TOTAL PAYMENTS TO SUBCONTRACTOR TO DATE	SUBCONTRACTOR OR VENDOR PERCENT COMPLETE

In signing this form, the contractor certifies that the above amounts have been PAID TO all Subcontractors, Suppliers and vendors and that documentation for said payments is available for inspection.

Prime Contractor's Authorized Signature

Title

Date

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE
FINAL RECORD OF PAYMENTS REPORT**

PROJECT NAME: _____

MBE GOAL: _____

CONTRACT NUMBER: _____

WBE GOAL: _____

FINAL CONTRACT AMOUNT: _____
(including Change Orders to Date)

The Final Record of Payments Report is completed by the contractor and submitted to the contracting agency and SLDC upon completion of the project. The report should reflect all activity, regardless of tier, on the project. If the M/WBE goal was not met, the contractor shall submit documentation supporting good faith efforts.

SUBCONTRACTOR OR SUPPLIER	MBE WBE	WORK PERFORMED	TOTAL DOLLAR AMOUNT PAID TO SUBCONTRACTOR OR SUPPLIER

This certifies that \$ _____ has been paid to M/WBE Subcontractors or Suppliers as stated above.

By: _____
Name of Contractor

Per: _____
Authorized Signature

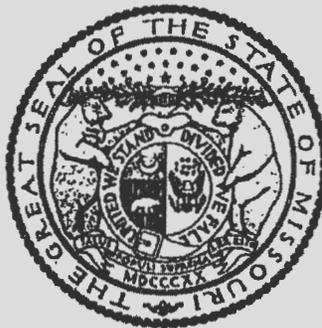
Subscribed and sworn to, before me, this _____ day of _____, A.D. _____

Notary Public: _____ My commission expires: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MATT BLUNT, Governor

Annual Wage Order No. 15

Section 096

ST. LOUIS CITY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Paul Buckley, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2008**

Last Date Objections May Be Filed: **April 9, 2008**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of Increase	* Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker		\$31.24	55	60	\$14.61
Boilermaker		\$31.10	57	7	\$18.90
Bricklayers-Stone Mason	6/08	\$29.75	72	5	\$15.80
Carpenter	5/08	\$32.27	77	41	\$10.36
Cement Mason	5/08	\$29.38	80	6	\$12.45
Electrician (Inside Wireman)	6/08	\$33.10	82	7	\$7.58 + 40.75%
Communication Technician		\$28.50	44	47	\$6.13 + 28.75%
Elevator Constructor		a \$38.715	26	54	\$17.675
Operating Engineer					
Group I	5/08	\$28.17	3	66	\$17.29
Group II	5/08	\$28.17	3	66	\$17.29
Group III	5/08	\$22.81	3	66	\$17.29
Group III-A	6/08	\$28.17	3	66	\$17.29
Group IV	5/08	\$22.81	3	66	\$17.29
Group V	5/08	\$22.81	3	66	\$17.29
Pipe Fitter	7/08	\$33.00	91	69	\$19.68
Glazier		\$30.14	87	31	\$17.13 + 13.2%
Laborer (Building):					
General		\$26.98	97	26	\$9.73
First Semi-Skilled		\$27.92	114	27	\$9.73
Second Semi-Skilled		\$27.12	109	3	\$9.73
Lather		USE CARPENTER RATE			
Linoleum Layer & Cutter	5/08	\$28.43	92	26	\$10.15
Marble Mason	5/08	\$28.62	76	51	\$10.98
Millwright		USE CARPENTER RATE			
Iron Worker	8/08	\$30.18	11	8	\$16.675
Painter		\$28.61	104	12	\$10.24
Plasterer	7/08	\$27.36	67	3	\$12.60
Plumber	7/08	\$33.00	91	69	\$19.68
Pile Driver		USE CARPENTER RATE			
Roofer		\$27.35	15	73	\$13.00
Sheet Metal Worker	8/08	\$33.40	32	25	\$18.59
Sprinkler Fitter		\$35.23	66	18	\$16.20
Terrazzo Worker	5/08	\$32.53	116	5	\$4.35
Tile Setter	5/08	\$28.62	76	51	\$10.98
Truck Driver-Teamster					
Group I	5/08	\$26.605	83	17	\$8.14
Group II	5/08	\$26.805	83	17	\$8.14
Group III	5/08	\$26.905	83	17	\$8.14
Group IV	5/08	\$26.905	83	17	\$8.14
Welders-Acetylene & Electric		*			

Fringe Benefit Percentage Is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 3: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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NO. 32: The regular working day shall consist of seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour days of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when mutually agreed upon by the interested parties. All work performed on recognized holidays and Saturday and Sunday shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one & one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe benefit rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and the percentage fringe benefit rates. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. The work week shall be forty (40) hours beginning Monday at 8:00 a.m. and ending Friday at 4:30 p.m. The Employer at his option may use a flexible starting time between the hours of 7:00 a.m. and 9:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate. To be eligible for this eight (8) hour make-up day, the employee cannot have worked over thirty-two (32) hours for that particular workweek Monday through Friday. Any hours less than eight (8) hours may not be made up under this provision.

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NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

NO. 76: Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

NO. 80: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

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NO. 82: Means the workday shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the workweek from Monday through Friday inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal workday, (twelve (12) continuous hours, starting no earlier than 6:00 a.m.), Monday through Friday, shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at a rate of double (2x) that employee's hourly rate. For hours worked on Saturday, Sunday and recognized legal holidays, or days that may be celebrated as such, and as designated by the federal government, double (2) time shall be paid. All shifts for work performed between the hours of 4:30 p.m. and 12:30 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus ten percent (10%) additional for seven and one-half (7½) hours work. The ten percent (10%) differential shall apply to the basic pay rate and the percentage fringe rates. All work performed between the hours of 12:30 a.m. and 8:00 a.m. on a third shift shall receive eight (8) hours pay for seven (7) hours work at the regular hourly rate plus fifteen percent (15%) differential shall apply for the basic pay rate and percentage fringe benefit rates. When a shift continues past the latest time at which a shift may operate, then the appropriate percentage overtime is paid.

NO. 83: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Saturdays, Sundays and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

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NO. 97: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays.

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 7:00 a.m. and 5:00 p.m. The standard work week shall be forty (40) hours between 7:00 a.m. on Monday and ending 5:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 109: Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A Flexible Starting Time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay to complete His forty (40) hours.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. All work performed on Saturday shall be paid at one and one-half (1½) times the regular straight time hourly wage rate, except for those hours used as make-up time to complete a forty (40) hour work week. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate until forty (40) hours have been worked in the work week, then the hours worked over forty (40) hours, shall be paid at the one and one-half (1½) rate of pay.

NO. 116: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

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NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 6: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

NO. 7: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 12: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

NO. 17: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day; to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

NO. 18: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

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NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 51: All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Decoration Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas will also be holidays, but if the employer chooses to work these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Sunday in a particular year, the holiday will be observed on the following Monday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

Heavy Construction Rates for
ST. LOUIS CITY

REPLACEMENT PAGE

Section 096

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	
CARPENTER					
Journeyman	5/08	\$32.27	11	7	\$10.36
Millwright	5/08	\$32.27	11	7	\$10.36
Pile Driver Worker	5/08	\$32.27	11	7	\$10.36
OPERATING ENGINEER					
Group I	5/08	\$28.17	15	9	\$17.29
Group II	5/08	\$28.17	15	9	\$17.29
Group III	5/08	\$26.27	15	9	\$17.29
Group IV	5/08	\$22.81	15	9	\$17.29
Oiler-Driver	5/08	\$22.81	15	9	\$17.29
LABORER					
General Laborer		\$26.98	16	10	\$9.73
CEMENT MASON	5/08	\$29.38	17	11	\$12.45
TRUCK DRIVER-TEAMSTER					
Group I	5/08	\$26.605	14	8	\$8.14
Group II	5/08	\$26.805	14	8	\$8.14
Group III	5/08	\$26.905	14	8	\$8.14
Group IV	5/08	\$26.905	14	8	\$8.14

For the occupational titles not listed on the Heavy Construction Rate Sheet, use Rates shown on the Building Construction Rate Sheet.

**CITY OF ST. LOUIS CITY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays.

NO. 14: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for Sunday work and work performed on recognized holidays.

NO. 15: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 16: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other condition beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and holidays.

NO. 17: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**CITY OF ST. LOUIS CITY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 7: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 8: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

NO. 9: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 10: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

NO. 11: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington

COMMERCIAL WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
Journeyman Lineman	\$32.38	\$4.75 + 41.55%
Lineman Operator	\$27.96	\$4.75 + 41.55%
Groundman	\$21.62	\$4.75 + 41.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

UTILITY WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
Journeyman Lineman	\$32.38	\$4.75 + 37.55%
Lineman Operator	\$27.96	\$4.75 + 37.55%
Groundman	\$21.62	\$4.75 + 37.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday.

**CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE**

REQUEST FOR PROPOSALS

**DESIGN BUILD SERVICES
FOR RECORDER OF DEEDS OFFICE RENOVATIONS**

PURPOSE:

The Recorder of Deeds of the City of St. Louis intends to select a contractor for a design/build contract to provide services for the partial renovation of the Recorder's offices in City Hall at 1200 Market Street.

SCOPE OF SERVICES:

Project Scope:

The project will remodel selected rooms in the Office of the Recorder of Deeds in City Hall. Work will include renovation of Land Records Section in Room 126 minor renovation of room 129A to provide office space and renovations to create a server room in Room 127 and new flooring, ceiling and lighting in the Recorder's personal office. The use of green materials should be specified wherever practical. LEED® principals should apply where the design allows.

Specific improvements will include the following:

- Land Records Room 126
 - A three station enclosed cashiers room, of which one station shall be fully accessible, with a wall height of nine feet.
 - Eight service cubicles, three of which shall be fully accessible.
 - Four work station cubicles
 - New customers counter space area which must also include lockable cabinet areas for storage and concealment of existing facilities access points.
 - Improved finishes similar in nature to those used in recently completed renovations to the Collector of Revenue offices, Rooms 109 and 111 City Hall.
 - Flooring suitable for high traffic areas (Armstrong Natural Options Luxury Solid Vinyl Flooring) throughout room including existing front office area, 3 existing offices within room, Chief Deputy's office and small hallway located between rooms 126 and 127.
 - Prepare and repaint room 126 including existing front office area, 3 existing offices within room and Chief Deputies office

- Lateral file cabinets will be built of same materials used in cubicle areas in 4 specified locations.
 - Each cubicle or station area shall include quad power outlets.
 - Voice and data cable installation is part of this scope.
 - Each cubicle or station area shall include dual cat5E data outlets to be terminated at patch panel under counter in cashier's room.
 - Each cubicle or station area shall include a telephone jack to be terminated at type 66 blocks under counter in cashier's room.
 - 50 pair telecommunications line shall be installed between a single type 66 block in corner of cashiers room down to demark location in basement below room 127.
 - 100 pair telecommunications line shall be installed between two type 66 blocks located in IDF below room 127 and extended down to main telecommunications room (MDF). Approximate distance is 300 feet.
 - A six strand multimode fiber optic cable will be installed between the corner of cashiers room and demark location in basement below room 127.
 - All existing doors, door frames, and window frames which are public facing will be re-stained to match newly installed counter area.
- Server Room (NE corner of Room 127)
 - Extend existing partitions to the ceiling. Repaint within server room area and extended walls outside of server room area.
 - Install solid core door and steel frame with ADA compliant hardware with keyed access.
 - Provide required power suitable for 12 servers and network storage equipment.
 - A six strand multimode fiber optic cable will be installed between the corner of server room and demark location in basement below room 127.
- Room 129A and 129
 - Install carpet tile furnished by the Recorder/City.
 - Move or remover and replace hand sink in Room 129B to new location in adjacent Title Company offices.
- Recorder's personal office
 - Prepare existing floor to receive new flooring.
 - New Bamboo flooring throughout office.
 - Prepare walls as necessary and repaint.
 - A contract option should be included for possible renovation of existing ceiling with lighting. New lighting to conform to City standards.
- Recorder's Secretarial office
 - Flooring suitable for high traffic areas
 - Prepare walls as necessary and repaint.

The proposed schematic layout of the improvements in Room 126 and Room 127 are attached to this section.

Types and natures of services

Architectural and engineering services required to produce construction documents for obtaining trade contractors bids for the work and permits. The contractor will coordinate requirements with the Recorder's designated representative. The contractor will coordinate with the City's Commissioner of Facilities Management or his representative regarding existing electrical conditions. The contractor will need to design the renovations to work with existing HVAC conditions. The City will provide a basic AutoCAD background of areas to be addressed. The contractor will have to verify and update as needed the existing conditions.

Construction services will be based on city approved, contractor provided construction documents for permitting, bidding and construction in accordance with the City Building Code. Construction documents will detail the architectural features and the electrical and data requirements for the renovated work areas. The Contractor will construct the renovations in accordance with these documents for fees stated in its proposal.

Construction supervision will be by the Department of the President of the Board of Public Service on behalf of the Recorder. The Department of the President of the Board of Public Service will also assist the Recorder in the administration of this design/build contract.

Upon completion of the work, the Contractor shall provide a detailed cleaning of the renovated space to include all high and low ledges, transoms, light fixtures, conduit, windows, ductwork, base boards and flooring

The Contractor shall furnish "as-built" drawings.

Supporting Documents

1. As Built Plans for Collector of Revenue on CD. Example of work space and finishes desired for this project.
2. Auto CAD backgrounds on CD

SECTION 01010 -- SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENT

Tenant renovations to include open office space, conference rooms, employee break rooms, ADA upgrade, HVAC and electrical upgrade as required.

1.1.1 Project Name:

RECORDER OF DEEDS RENOVATIONS

1.1.2 Design-Builder's scope of work shall include, but not necessarily be limited to:

- Demolition of walls, ceilings, and floor finishes
- HVAC upgrade and rerouting of some existing ducts, intakes and vents
- Electrical upgrades
- New plumbing
- Rough-in for new communications systems and computer networking
- Floor, ceiling and wall finishes
- Furniture systems disassembly, storage and re-installation
- ADA and security upgrade to door hardware

1.2 GENERAL ELEMENTS OF THE SCOPE OF WORK PERTAINING TO THIS PROJECT

1.2.1 Location: Recorder of Deeds Offices City Hall Rooms 126, 127, 129A, 129B

1.2.2 Design-Builder's duties:

Except as otherwise specifically excluded, provide and pay for:

- Supervision, labor, materials and equipment
- Tools, construction equipment and machinery
- Water, heat and utilities required for construction
- Other facilities and services necessary for proper execution and completion of the Work

Secure and pay for, as necessary for proper execution and completion of the Work:

- All permits
- City of St. Louis Business License and taxes
- Licenses and applications

Give required notices.

Comply with laws, codes, ordinances, rules, regulations, orders and other legal requirements of public or quasi-public authorities which bear on the performance of the Work.

Enforce strict discipline and good order among employees. Do not employ on the Work:

- Unfit persons
- Persons not skilled in assigned tasks or trade
- Persons who disobey site, security or access regulations
- Persons presenting a safety or health hazard to themselves or others

1.3 SAFETY PRECAUTIONS AND PROGRAMS

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. In the event the Design-Builder encounters on the site material reasonably believed to be a hazardous substance which has not been rendered harmless, or specifically identified with method of removal, handling or protection described in the specifications, the Design-Builder shall immediately stop work in the area affected and report the condition to the Owner and Project manager in writing. The work in the affected areas shall not thereafter be resumed except by written agreement of the Owner and Design-Builder if in fact the material is a hazardous substance and has not been rendered harmless, by written agreement of the Owner and Design-Builder, or in accordance with final determination by the Project manager. If the Design-Builder causes a hazardous or regulated material spill or release in the project area, the cleanup shall be initiated directly by the Design-Builder at his own expense.

1.4 DESIGN-BUILDER USE OF THE JOBSITE

1.4.1 Confine operations at the Project to areas within the Recorder of Deeds Offices and where approved by the City

1.4.2 Materials or Equipment

Do not unreasonably encumber the Project with materials or equipment and do not encroach on neighboring property or outside assigned work areas.

The Contractor shall coordinate with the City Treasurer for siting of construction dumpster on the City Hall Parking Lot and pay any required fees.

1.4.3 Structure Weight

Do not load any part of any structure with a weight that will damage or endanger any structure.

1.4.4 Safekeeping of Materials, Equipment or Supplies

Assume full responsibility for protection and safekeeping of materials, equipment or supplies stored at any location.

1.4.5 Stored Materials

Move any stored materials, equipment or supplies which interfere with the operations of the City, neighboring properties, or other contractors as directed by the Project Manager.

1.4.6 Site Control and Housekeeping

Control the site and maintain good "housekeeping" at all times around the Project and around and within any structures, including but not limited to:

- Site, security, parking, access and egress procedures
- Worker identification
- Safety, insurance and loss control programs
- Fire protection and prevention
- Transportation of workers
- Security inspection of:
 - Storage facilities
 - Vehicles
 - Tool boxes and lunch pails
- Such other rules and procedures as the Owner or the Project manager may establish from time to time for its entire property and the Project
- Design-Builder plans and programs approved by the Owner

- Compliance with manufacturer's requirements with respect to the loading of vehicles and equipment
- Maintenance of utility service on the Project including, all tie-ins and shutdowns

The Design-Builder shall:

- Schedule with the Project Manager for the interruption of any service to make connections, alterations or relocations, and shall fully cooperate with the Project Manager in doing the work. Unless otherwise specified in the Contract Document, all connections, alterations or relocations as well as all other portions of the Work shall be performed during normal working hours except if required to make power tie-ins or to avoid impacting airline baggage tug-and-cart flow to and from in-bound belts.
- Coordinate all work so there is no prolonged interruption of existing equipment or service. Any existing mechanical, plumbing or electrical disconnections necessary which affect portions of the Project or any other property must be scheduled with the Project Manager to avoid any disruption of utilities or operations within the Project or other property. Unless previously approved in writing by the Project Manager, no utilities shall be left disconnected at the end of the work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Design-Builder responsible for the interruption or the obligation to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- Not allow project signs to be erected without the written approval of the Project Manager, unless said sign complies with a specific requirement of the Specifications, in which case approval of the Project manager must be obtained prior to erection.
- Be responsible for any temporary support and/or shoring required to protect its work or adjacent property owners. The Design-Builder shall pay for any damage caused by failure to temporarily support, shore or by improper shoring or by failure to give proper notice. Temporary support and shoring shall be moved only after the completion of permanent supports.
- Provide at the proper times such material as is required for support of its work.

1.4.8 Construction Cleanup

- The Design-Builder shall at all times keep the Work site and the surrounding premises free of accumulated waste materials. If space is available, the Project Manager may designate a place on the premises to collect all debris and rejected materials. If such space is designated, the Design-Builder shall, at his expense, install fencing and whatever else is needed to keep loose materials confined so that these are not scattered by the winds. Removal of the waste material to a suitable licensed landfill must be done on at least a weekly schedule or more often whenever the waste material creates a safety or health hazard or interferes with any of the Design-Builder's work.
- Accumulations of mud tracked onto areas adjacent to the Work site by construction equipment must be removed promptly and not allowed to create a hazard.
- If the Design-Builder fails to maintain the Work site in a clean, orderly, and safe condition, progress payments may be withheld or the Owner may have others perform the clean up work and deduct the cost thereof. If more than one Contractor was working in the uncleaned area, a proportionate part of the cost will be deducted from all contractors in the area based upon a break down determined by the Project manager.

1.4.9 Parking:

The City will not provide parking free of charge for the Contractors employees.

1.5 CITY'S RIGHT TO ACCESS FOR OBSERVATION OR OTHER WORK

1.5.1 Right of Access

City reserves the right of access to any part of the Work, at any time, for the purpose of observation or to install other work, either with its own forces or with other contractors. Such access is not to be

construed to mean partial occupancy by Owner, and any claim for additional compensation by the Design-Builder because of such access or work will not be considered. Any partial acceptance of a portion of the work will be handled in accordance with the General Conditions provisions.

1.5.2 Observation of Work

Cooperate with Project Manager during Project Manager's observation of work, and coordinate the Work with the Project Manager's requirements.

1.6 PREMIUM TIME WORK

1.6.1 Contract Price

Premium time work within the scope of the Work shall be deemed to be included in the Contract Price and the responsibility of the Design-Builder, with no claims for premium time recognized as a legitimate Contract Price change.

1.7 UNFORESEEN CONDITIONS

If the Design-Builder encounters any unforeseen environmental conditions, the Design-Builder shall inform the Project Manager immediately, prepare any required documentation, and obtain any necessary approvals.

1.8 SCHEDULE AND SEQUENCE

- 1.8.1 Design/Builder will schedule and sequence its Work and provide sufficient resources and Project support to achieve the substantial completion date of the Notice to Proceed.
- 1.8.2 Work should commence in Room 129A and 129B to allow Recorder personnel to vacate the new server room in Room 127.
- 1.8.3 Portions of this work once substantially complete will be turned over to the Owner for beneficial usage and occupancy and reflected in the sequence of Work without additional compensation to the Design-Builder.

END OF SECTION 01010

SECTION 01011 - CONTRACT REQUIREMENTS FOR CADD AND DIGITAL MEDIA DELIVERABLES

PART 1 - GENERAL

All work, plans, drawings, details, and specifications to be provided by the Design/Builder under this contract shall be accomplished and developed using computer-aided design and drafting (CADD) software or word processing software and procedures conforming to the requirements of the Design and Facilities CADD Standard.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

3.1 CADD STANDARDS AND SUBMITTALS

All CADD Design data for work that is related to this project shall be prepared and delivered according to the BPS CADD Standards.

3.2 All final record drawings shall be submitted and marked "As-Built."

END OF SECTION 01011

SECTION 01026 – APPLICATIONS FOR PAYMENTS

PART 1 – GENERAL

1.1 WORK INCLUDED

1.1.1 Procedure Compliance

- Comply with procedures described in this Section when applying for progress payments and final payment under the Contract Documents. Strict compliance with these requirements by the Design-Builder will insure timely payments. Any failure by the Design-Builder to follow these procedures or submit documents in a timely fashion will delay reviews, approvals and payments.

1.1.2 Related Work

- Documents affecting the work include, but are not necessarily limited to, the Agreement, General Conditions, Special Conditions and Sections of these General Requirements
- The Contract Price and the schedule for payments are described in the Contract
- Payments are closely coordinated with progress reviews of the Work and the approved schedule of values
- Prevailing Wage Determination and certified payrolls
- Payments upon Substantial Completion and Completion of the Work are described in the General Conditions and in Section 01700 of these General Requirements
- The City's approval of applications for progress payments and final payment may be contingent upon the status of the Project Record Documents

1.2 PAYMENT CONTROL PROCEDURES

1.2.1 Schedule Approval

Secure the Project manager's approval of the Schedule of Values required to be submitted. The Contractor shall provide to the City upon request its bidding documents including take offs, pricing and labor estimates.

1.2.2 Modification of the Schedule of Values

During the progress of the Work, modify the schedule of values as approved by the City to reflect adjustments in the Contract Price due to Change Orders, back-charges, credits or other modifications of the Contract Document.

1.2.3 Requests for Payment

The Design-Builder shall base the requests for payment on the approved schedule of values and the monthly progress inspection.

1.2.4 Approved Inventory Control Program

The City may permit payments for suitably stored materials, equipment and supplies. The Design-Builder shall have an approved inventory control program and submit supporting documents to satisfy the City's need for information to properly evaluate any requests for inventory payments.

1.2.5 Established Values

Values are established for the Design-Builder's administration of the Work in the schedule of values. Monthly adjustments may have to be made and credits granted to the City, if the Design-Builder fails to fulfill any of its administrative obligations, or the Owner has to expend funds or staff time obtaining

information that the Design-Builder is obligated to supply. These adjustments shall be shown on the application for payment.

1.2.6 Withholdings

Any withholdings by the City permitted under the Contract Documents shall be shown on the application for payment following the retainage deductions.

1.2.7 Partial Lien Waivers

Partial lien waivers from the Design-Builder and its Subcontractors and major suppliers shall accompany any application for payment. The partial lien waiver form will be provided by the City. If the Design-Builder is unable to secure any partial lien waiver, appropriate bonds and special conditions shall be submitted. Submit partial waivers for amount requested on each item; and when application shows completion of item, submit final or full waivers. The Owner reserves the right to designate which entities involved in the work must submit waivers.

1.2.8 Waiver Delays

Each progress payment must be submitted with the Design-Builder's waiver for period of construction covered by application; but may, at the Design-Builder's option, be submitted with waivers from Subcontractors, Sub-subcontractors and suppliers for previous period of construction covered by previous application; except final payment application must be submitted with (or preceded by) final or full waivers from every entity involved with performance of the work.

1.2.9 Waiver Forms

Submit waivers on forms and executed in a manner acceptable to the Owner.

1.2.10 Record of Payments to Subcontractors Form

At the conclusion of each estimate/pay period, the Design-Builder shall submit the "Record of Payments to Subcontractors, Material Suppliers, and Other Vendors" form to the SLAA M/WBE Coordinator and to the Project Manager.

1.2.11 Change Orders

The Design-Builder may only include fully executed Change Order items in pay applications. If Design-Builder has provided any time and material services for which a Change Order has not been written, the item must be held until the Change Order is fully executed.

1.3 SUBMITTALS

1.3.1 Invoice Submittal

- The Design-Builder will mail three signed original invoices, along with Lien Waiver, Subcontractors Lien Waivers and/or Suppliers Lien Waivers, Subcontractor or Vendor Billed This Period form, and Certified Payrolls to:

Project Manager
Board of Public Service
1200 Market Street, Rm. 301
St. Louis, MO 63103

- The Project manager will review the Invoice Submittal for completeness, and when approved, will sign and submit to the Recorder of Deeds for payment.

- The Recorder of Deeds will, upon approval, disburse payment directly to the Design-Builder as required under the Contract Documents.

1.3.2 Other Submittals

As a condition of processing an invoice, the Design-Builder must be current with all other submittals required under the Contract Document, including but not limited to technical submittals, quality control submittals, surveys, as-built drawings, safety, environmental, M/WBE, workforce and any other submittals required.

END OF SECTION 01026

SECTION 01045 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 DEFINITION

"Cutting and Patching" includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.

Refer to other sections of these specifications and construction documents for specific cutting and patching requirements and limitations applicable to individual units of work.

1.2 STRUCTURAL WORK

Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Submit proposals describing the work, including stamped design calculations and sketches prepared by a Professional Structural Engineer licensed in the State of Missouri, and request and obtain approval from Project manager before proceeding with cut and-patch of structural work.

1.3 OPERATIONAL/SAFETY LIMITATIONS

Do not cut-and-patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Design/Builder must not cut reinforcing or diminish panel structural capacity. Submit proposals describing the work, including stamped design calculations and sketches prepared by a Professional Structural Engineer licensed in the State of Missouri, and request and obtain approvals from Project manager before proceeding with cut-and-patches.

1.4 VISUAL/QUALITY LIMITATIONS

Do not cut-and-patch work exposed to view (exterior and interior) in a manner resulting in noticeable reduction of aesthetic qualities and similar qualities.

1.5 LIMITATION OF APPROVALS

Approval to proceed with cutting and patching does not waive right to later require removal/replacement of work found to be cut-and-patched in an unsatisfactory manner.

PART 2 - MATERIALS

2.1 GENERAL

Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal-or-better performance characteristics.

PART 3 - EXECUTION

3.1 INSPECTION

Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.2 TEMPORARY SUPPORT

To prevent failure provide temporary support of work to be cut.

3.3 PROTECTION

Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations. Damage to adjacent areas caused by failure to protect these areas during cutting and patching operations shall be repaired by the Design-Builder at no additional cost to the owner.

Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.4 CUTTING

Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

- Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

3.5 PATCHING

Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and refinishing.

END OF SECTION 01045

SECTION 01140 – WORK RESTRICTIONS

PART 1 – GENERAL

1.1 USE OF PREMISES

Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

A. Limits: Confine constructions operations within area defined on plans as part of Work.

1.2 OCCUPANCY REQUIREMENTS

Partial Owner Occupancy: Owner will occupy and to place and have equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.1 Design/Builder Staging Area

The Design/Builder shall limit all activities to the project site. At the conclusion of the project the staging area shall be cleared of debris, temporary materials, walls, and other construction materials.

END OF SECTION 01140

SECTION 01305 – CONTRACT SUBMITTALS

PART 1 – GENERAL

1.1 WORK INCLUDED

1.1.1 Submit the Following Documents

Within seven day after Notice to Proceed the Design/Builder shall submit the following documents to the Project manager for review and approval.

- Daily Report Form

- The Daily Report Form will be developed by the Design/Builder and will include the following information:

- Project Name
- Contract Number
- Design/Builder Name
- Subcontractors Working
- Equipment Working
- Number of Workers by Trade
- Supervision and Staff Summary
- Work Descriptions
- Deliveries
- Problem Descriptions
- Instructions/Directives Received
- Miscellaneous Comments
- Weather Information
- Visitors Information
- Work done outside of normal hours

- Emergency Information:

- Submit list of emergency information showing the name, address, and phone numbers of emergency room service, ambulance service and Design/Builder staff that are “on call.”

- Equipment List:

- Submit list of all equipment that may be used on the Project, including height of cranes, if applicable.

- List of Subcontractors:

- Submit a list of all Design Consultants, Subcontractors and Sub-subcontractors

- Organization Chart:

- Submit an Organization Chart showing Project Site and Home Office staff dedicated to the performance of Work.

- Safety Program:

- Submit a copy of its Safety Program for review and approval. The Safety Program shall contain general safety measures such as: traffic control, site access (fences),

and emergency response contacts, and shall designate the safety representative for the project.

- Construction Impacts Mitigation Plan:
 - Submit a copy of the Construction Impacts Mitigation Plan for review and approval. The plan shall contain such measures as air emissions, light emissions, dust control, noise control, prevention of spills, leaks, or other harmful discharges into the environment, protection of surface and groundwater, and waste/material management. The plan shall also deal with the management of any construction staging areas in this regard. The plan shall also define the Design/Builder's response to be made in the event of any occurrences.
- Quality Control Program:
 - Submit copy of Project Quality Control Program.
- Schedule:
 - Submit 2 copies of the Design and Construction schedule.
- Schedule of Values:
 - Submit a copy of the proposed schedule of values to the Program Manager for review and approval.
 - Adjustments in the Schedule of Values may be made by the Project manager if information and reports are not timely furnished and kept current.
- Temporary Facilities and Laydown/Storage Requirements:
 - Submit a list and description of all temporary facilities, utilities and storage requirements to be used by the Design/Builder other than those described in the Contract Document.

1.1.2 Continuing Obligation

The Design/Builder shall be under a continuing obligation to keep any of the foregoing submittals current during the course of construction.

1.2 SUBMITTALS

- The initial submittal shall be in accordance with Section 1.1.1 above.
- Any updates or supplements to these submittals that are not included in other Sections of these General Requirements shall be transmitted to the Project manager as a separate submittal.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.1 PERFORMANCE

- The Contract duration includes the review and approval of submittals.
- The Design/Builder shall prepare and submit the required information in a timely manner, including all updates and supplements.

- The Design/Builder shall respond within three (3) calendar days to any inquiry from the Project manager concerning any change in these submittals.

END OF SECTION 01305

SECTION 01330 – SUBMITTALS

PART 1 – GENERAL

1.1 DESCRIPTION OF REQUIREMENTS:

1.1.1 The Types of Submittal

- The types of submittal requirements specified in this Section include shop drawings, product data, samples and miscellaneous Work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of Work. Refer to the other Division-1 Sections and other Contract Documents for requirements of administrative submittals.

1.1.2 Definitions

Work-related submittals of the Section are categorized for convenience as follows:

- Preliminary and final design documents prepared for this project.
- Product data include standard printed information on materials, products and systems; not specially-prepared for this Project, other than the designation of selections from among available choices printed therein.
- Samples include both fabricated and un-fabricated physical examples of materials, product and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis. Samples are submitted for review and confirmation of color, pattern, texture, and "kind."

Mock-ups are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.

- Miscellaneous submittals related directly to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurements data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the Work and not processed as shop drawings, product data or samples shall be submitted solely for information purposes. Provided such submittals are sufficient and adequate, they will not be responded to or approved.

PART 2 – SUBMITTAL PROCESSING

2.1 GENERAL SUBMITTAL REQUIREMENTS:

2.1.1 Scheduling

- Where appropriate in administrative submittals (listings of products, manufacturers, Suppliers and Subcontractors, and in Project progress schedule), show principal work-related submittals and time requirements for coordination and submittal activity with related work in each instance.
- Listing: Prepare a separate listing, organized by related specification section number sequence, showing principal work-related submittals and their initial submittal dates as required for coordination of the Work. Submit listing within 7 days after Notice to Proceed.

2.1.2 Coordination and Sequencing

- Coordinate preparation and processing of submittals with performance of the Work so that Work will not be delayed by submittals. Coordinate and sequence different categories of

submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of reviews with another.

2.1.3 • Preparation of Submittals

Provide permanent marking on each submittal to identify Project, date, Design/Builder, submittal name and similar information to distinguish it from other submittals. Design/Builder must show executed approval marking and provide space for Project manager's "Action" marking and identification number. Package each submittal appropriately for transmittal and handling.

Submittals which are received from sources other than through Design/Builder's office will be returned by the Project manager.

• Transmittal Form

Utilize the submittal transmittal format as directed by the Project manager.

• Processing

Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time of re-submittals.

Allow fourteen (14) days for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Project manager will promptly advise the Design/Builder when a submittal being processed must be delayed for coordination. Complex submittals will require additional review time.

If an intermediate submittal is necessary, process the same as the initial submittal.

Allow seven (7) days for reprocessing each submittal.

No extension of Contract Time will be authorized because of failure to transmit submittals to the Project manager sufficiently in advance of the Work to permit processing.

Shop drawings should show dimensions and note which are based on field measurements, identify materials and products in the Work shown. Indicate compliance with standards and special coordination requirements. When detailing shop drawings, reference shop drawings details with document details. All shop drawings need to be referenced from column lines or floor elevations.

2.2 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS

2.2.1 General

Except as otherwise indicated in individual Work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals (where required between initial and final) similar to initial submittals.

2.2.2 Design Documents

Preliminary plans and specifications shall be developed and submitted for Project manager's approval, prior to final design development. The Design/Builder shall allow the period of fourteen (14) days in the total project schedule for the purpose of Project manager's review and comment. Final design may be started, subject to Project manager's comment, upon receipt of Project

manager's comments, or at the end of the fourteen (14) day review period. Final documents may be submitted for Project manager's review in phases, to match the Design/Builder's chosen construction sequencing. No construction segment shall be started without Project manager's approval of final plans and specifications.

Deliverable items shall be submitted in the following quantities:

<u>Deliverable Item</u>	<u>Quantity Required</u>
Preliminary Plans and Specifications	4 full size
Drawings and specifications for design reviews:	
Construction Documents (90% design submittal)	1 full size/3 half size
Construction Documents (100% design submittal)	1 full size/3 half size
• Final Drawings	
Sealed, half size	1
Electronic Media	1
• Final Specifications	
Bound Copy, sealed	1
Electronic Media	1
Construction Schedule	3
Response to Review Comments	3
Quality Control Statement	1

2.2.3 Design Calculations

Three copies of design calculations shall be submitted for each design discipline as required, i.e., Architectural, Structural, Electrical, etc. Calculations shall include, as appropriate, the following information:

- Primary assumptions of calculations and inputs to the program.
- Basis of calculations (loads, demand, etc).
- Identification of the software performing analysis or method of calculation.

Final calculations shall be sealed by a Missouri licensed architect or engineer, as appropriate.

2.2.4 Shop Drawings

Shop drawing review shall be the responsibility of the Engineer or Architect of Record. Duplicate copies of approved shop drawings shall be provided to the Project manager for record purposes, when approved.

2.2.5 Product Data

Collect required data into one submittal for each unit of work or system; and clearly mark each copy to show which choices and options are applicable to Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Duplicate copies of approved product data shall be provided to the Project manager for record purposes when approved.

- Submittals: Do not submit product data or allow its use on Project, until compliance with requirements of Contract Documents has been confirmed by Design/Builder. Submittal is

for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned by the Architect of Record, marked with an "Action" which indicates an observed non-compliance. Submit 6 copies, plus additional required copies (maximum of 6) which will be returned with the appropriate action indicated.

- Installer's Copy: Do not proceed with installation of materials, products or systems until copy of applicable product data is in possession of Installer.
- Inspection and Test Reports: Classify each as either "shop drawing" or "product data," depending upon whether report is uniquely prepared for Project or a standard publication of workmanship control testing at point of production, and process accordingly. Only those test reports indicating non-conformance with the Contract Documents will be returned for action.
- Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Design/Builder's use, furnish 2 executed copies. Submit sample warranties at submittal time prior to Substantial Completion for review and approval. Final warranties will not be returned.
- Standards: Where copy submittal is indicated, and except where specified integrally with "Product Data" submittal, submit a single copy for the Project manager's use. Where workmanship at the Project and elsewhere is governed by standard, furnish additional copies to fabricators, installers and others involved in performance of the Work.
- General distribution: Provide additional copies for distribution of submittals (not included in foregoing copy submittal requirements - maximum of 6) to Subcontractors, Suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the Work and/or required by the Project manager. Record distributions on transmittal forms.

2.3 ACTION ON SUBMITTAL

2.3.1 Project manager's Review

Review of submittals by the Project manager is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Design/Builder, all of which remain the responsibility of the Design/Builder and his Architect or Engineer of Record, to the extent required by the Contract Documents. Review by the Project manager shall not constitute approval of safety precautions or, unless otherwise specifically stated, of construction means, methods, techniques, sequences of procedures. The Project manager's review of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Project manager shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

PART 3 - PRODUCTS

Not applicable.

PART 4 - EXECUTION

Not applicable.

END OF SECTION 01330

SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.1 PRODUCTS LIST

- 1.1.1 Concurrent with final design submission, submit to Project Manager three copies of complete list of major products and suppliers which are proposed for installation in this project.
- 1.1.2 Tabulate products by specification section number and title.
- 1.1.3 For products specified only by reference standards, list for each such product:
 - Name and Address of Manufacturer
 - Trade Name
 - Model or Catalog Designation
 - Reference Standards

1.2 DESIGN-BUILDER'S OPTIONS

- 1.2.1 For products specified only by reference or performance standards, select product meeting that standard, by any manufacturer.
- 1.2.2 For products specified by naming several products or manufacturers, select any one of products and manufacturers named which complies with specifications.
- 1.2.3 For products specified by naming one or more products or manufacturers and stating "or approved equal", submit a request as for substitutions, for any product or manufacturer which is not specifically named.

1.3 SUBSTITUTIONS

- 1.3.1 Limitations for Making Substitutions: Request for substitution will be received and considered only when extensive revisions to Contract Documents are not required, changes are in keeping with general intent of the Contract Documents, when timely, fully documented and properly submitted, and when one or more of the following conditions are satisfied, all as judged by Project Manager;
 - Where required product, material or method cannot be provided within Contract Time, but not as a result of Design-Builder's failure to pursue the work promptly or coordinate various activities properly.
 - Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith.
 - Where required product cannot be used without adversely affecting Owner's insurance coverage on completed work.
 - Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.
 - Where substantial advantage is offered to the Owner, in terms of cost and/or, time or other valuable considerations.
- 1.3.2 Request for Substitutions: All requests for substitutions shall be submitted on the attached "Substitution Request Form" provided by the Owner following this section.
- 1.3.3 Submit separate request for each substitution. Support each request with:
 - Complete product data, drawings and descriptions of materials and methods.
 - Samples, where applicable or requested.
 - List, with addresses, of projects where proposed substitution has been used previously and successfully in a

similar application.

- Coordination information, indicating required changes in other elements of work effected by substitution.
- A complete statement of how substitution will effect schedule of work and Contract Time. If specified material cannot be furnished by specified manufacturer, documentation from the manufacturer that the specified material cannot be manufactured, supplied and/or accelerated to met the work days and submitted with the contractors schedule.
- Certification by Design-Builder to the effect that, in his opinion and after his thorough evaluation, proposed substitution will result in total work which is equal to or better than the work originally required by Contract Documents, in every respect of significance except as specifically stated in certification. Also certify that it will perform adequately in application indicated, regardless of equality and exceptions thereto.
- Include in certification, Design-Builder's waiver of rights to additional payment and time which may subsequently be necessitated, by failure of substitution to perform adequately, and for required work to make corrections thereof.

1.3.4 After Execution of Contract: Substitutions will not be considered for acceptance when:

- They are indicated or implied on shop drawings or product data submittals without a formal request from Design-Builder.
- They are requested directly by a subcontractor or supplier.

1.3.5 In making formal request for substitution, Design-Builder represents that:

- He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.
- He will provide same warranties or bonds for substitution as for product specified.
- He will coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
- He waives claims for additional costs caused by substitution which may subsequently become apparent.
- Cost data is complete and includes Design Consultant's fees and other related costs under the contract.

1.4 ACCEPTANCE PROCEDURES

1.4.1 All accepted substitutions will be added to the Contract Documents by Change Order.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

Not applicable.

END OF SECTION 01630

SUBSTITUTION REQUEST FORM

TO: Project Manager
Board of Public Service
1200 Market Street, Rm. 301
St. Louis, MO 63103

PROJECT TITLE: _____ DATE: _____

We hereby submit for your consideration, the following product as a substitute for the specified product for the above project.

Section	Paragraph	Specified Product
---------	-----------	-------------------

Proposed Substitution: _____

Describe and justify the reason, need, or cause of the proposed substitution (Attach additional sheets as required.)

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and Specifications which proposed product may require for its proper installation. (Information Attached) (No Changes Required)

Does the change affect dimensions shown on Drawings in any way: _____

State effect the substitution has on other trades: _____

Differences between proposed product and specified product: _____

Cost differential between proposed product and specified products. (Provide following for request submitted after execution of Contract.)

(Add) \$ _____ (Deduct) \$ _____

The undersigned hereby agrees to pay for all changes to the building and equipment design, including engineering and detailing costs caused by the request substitution, if accepted.

The undersigned hereby states that the function, appearance, and quality of the product offered for it is equal or superior to the specified product.

Design-Builder _____

Address _____

By: _____

SECTION 01700 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 WORK INCLUDED

1.1.1 Closeout Process

- The closeout process for construction contracts will take place over the last two payment requests for the project. The last payment request will be made for retention alone and will only be processed if all other items have been satisfactorily addressed on the prior Application for Payment (the final work payment request). Any failure by the Design-Builder to follow these procedures or submit documents in a timely fashion will delay reviews, approvals and payments.
- The closeout process includes the completion, submission, review, and approval of certain affidavits and forms as further detailed in this section.

1.1.2 Related Work

- The Contract Price and the schedule for payments are described in the Contract.
- Project closeout payments as described in this section shall be made in general accord with the requirements of Section 01026, Applications for Payment.
- Payments are closely coordinated with progress reviews of the Work and the approved schedule of values.
- Prevailing Wage Determination and certified payrolls.

1.2 CERTIFICATE OF SUBSTANTIAL COMPLETION

- Prior to final pay request and when work performed under the contract has been reviewed and found to be substantially complete, a Certificate of Substantial Completion will be issued to the Design-Builder by the Project Manager along with a list of punchlist items to be completed or corrected. The Certificate of Substantial Completion shall be executed in duplicate, with one copy for the Design-Builder, and one copy to be retained by the Project Manager. The date of completion for punchlist items shall be indicated on the Certificate of Substantial Completion.
- The punchlist should be developed by the Project Manager and the Design-Builder. The punchlist should, at a minimum, list the following:
 - Work deficiencies
 - Missing attic stock
 - Missing certified payrolls (prime and subs)
 - Missing Required Warranties or Guarantees
 - Missing As-Built Drawings
 - Missing Occupancy Permits
 - Missing disposal receipts
 - Missing hazardous waste manifests, if applicable
 - Missing waste shipment records (both non-hazardous and special waste), if applicable
 - Missing material acceptance letters (for reused or recycled waste), if applicable

Except for work deficiencies listed above, all of the other suggested items should be part of prior applications for payment submitted each month. Only missing items should be noted in the punchlist for Design-Builder follow up and corrections.

After issuance of the Certificate of Substantial Completion, the Project Manager will continue to work with the Design-Builder to resolve any items remaining on the punchlist.

3.3 Spill Control Practices.

In addition to the good housekeeping and material management practices discussed above, the following practices shall be followed for spill prevention and cleanup:

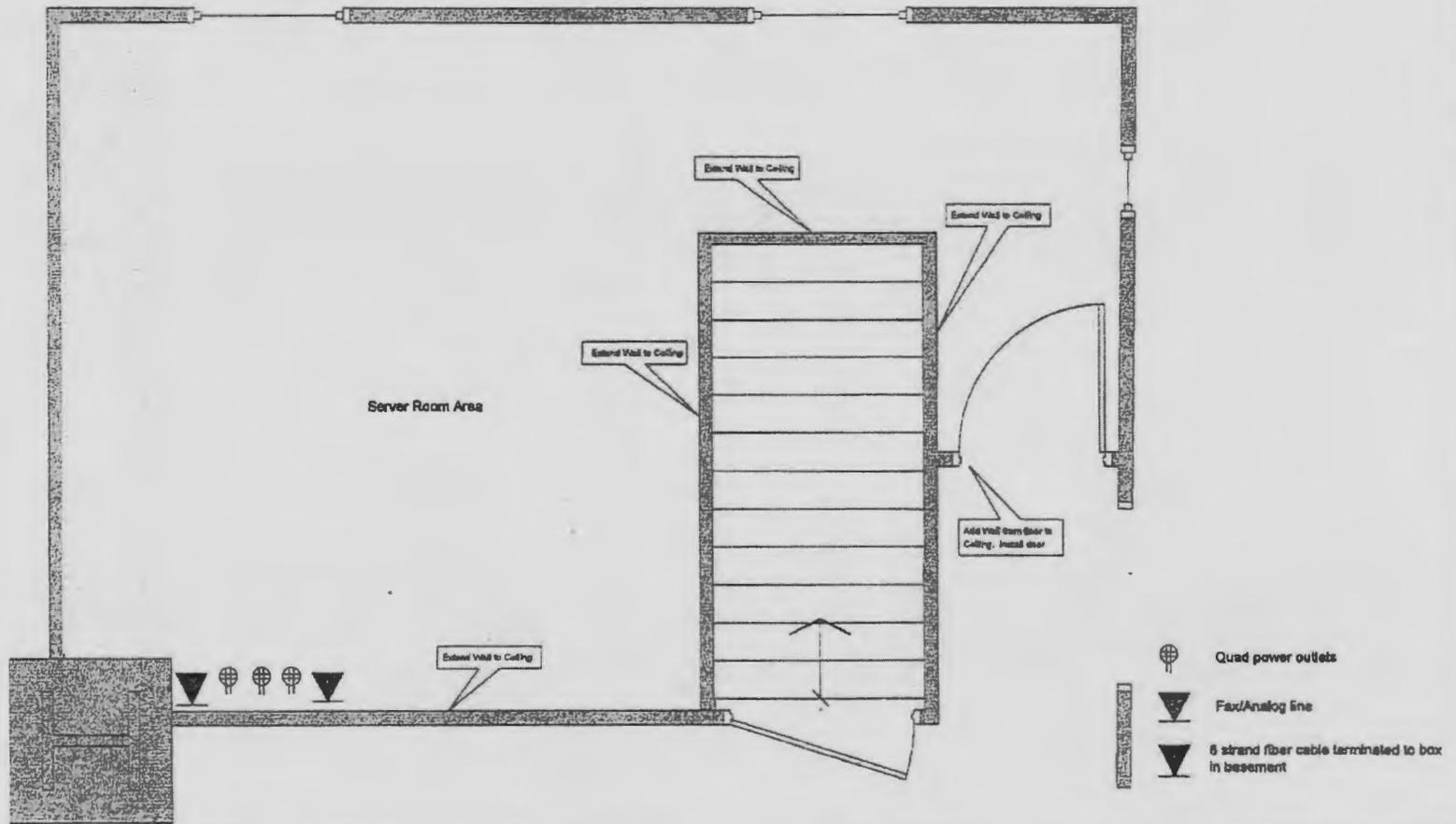
- A Spill Prevention Plan section shall be included in the Construction Impacts Mitigation Plan outlined in Section 01305. The plan shall address site specific practices and controls utilized to prevent storm water contact and spill containment of all hazardous materials including petroleum products and other chemicals.
- Manufacturers' recommended methods for spill cleanup shall be clearly posted and site personnel shall be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup shall be kept in the material storage area on site. Equipment and material shall include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic or metal trash containers specifically for this purpose.
- All spills shall be cleaned up immediately after discovery.
- The spill area shall be kept well ventilated and personnel shall wear appropriate protective clothing to prevent injury or contact with a hazardous substance.
- Spills of toxic or hazardous material shall be immediately reported to the Project Manager, regardless of the size. The appropriate local, state or federal government agency will be contacted.
- The spill prevention plan shall be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures shall also be included.
- The Contractor's superintendent responsible for the day-to-day site operations shall be the spill prevention and cleanup coordinator. He shall designate at least three other site personnel who shall receive spill prevention and cleanup training. These individuals shall each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel shall be posted in the material storage area and in the office trailer on-site.

END OF SECTION 01900

City of St. Louis Standard Light Fixtures and accessories

1. General Electric F28T8/XL/SPX50/ECO Linear Fluorescent Lamp at 82 C.R.I.
2. General Electric UltraMax or UltraStart (for motion activated lighting control applications)
 - A. 72259/GE132MAX-N/ULTRA (1 lamp fixture)
 - B. 72266/GE232MAX-N/ULTRA (2 lamp OR 1 lamp fixture)
 - C. 71739/GE332MAX-N/ULTRA (3 lamp OR 2 lamp fixture)
 - D. 71727/GE432MAX-N/ULTRA (4 lamp OR 3 lamp fixture)
3. F28T8 2x4 es8 Lithonia Fixture with GE Ultra Max Normal Ballast (ballast factor .87)
Product Description w/(# of lamps):
 - A. Lithonia es8 P 1' x 4' fixture
 - B. Lithonia es8 P 2' x 4' fixture
4. Hubbell Ceiling Motion Sensor
5. Hubbell 120V Occupancy Control Unit

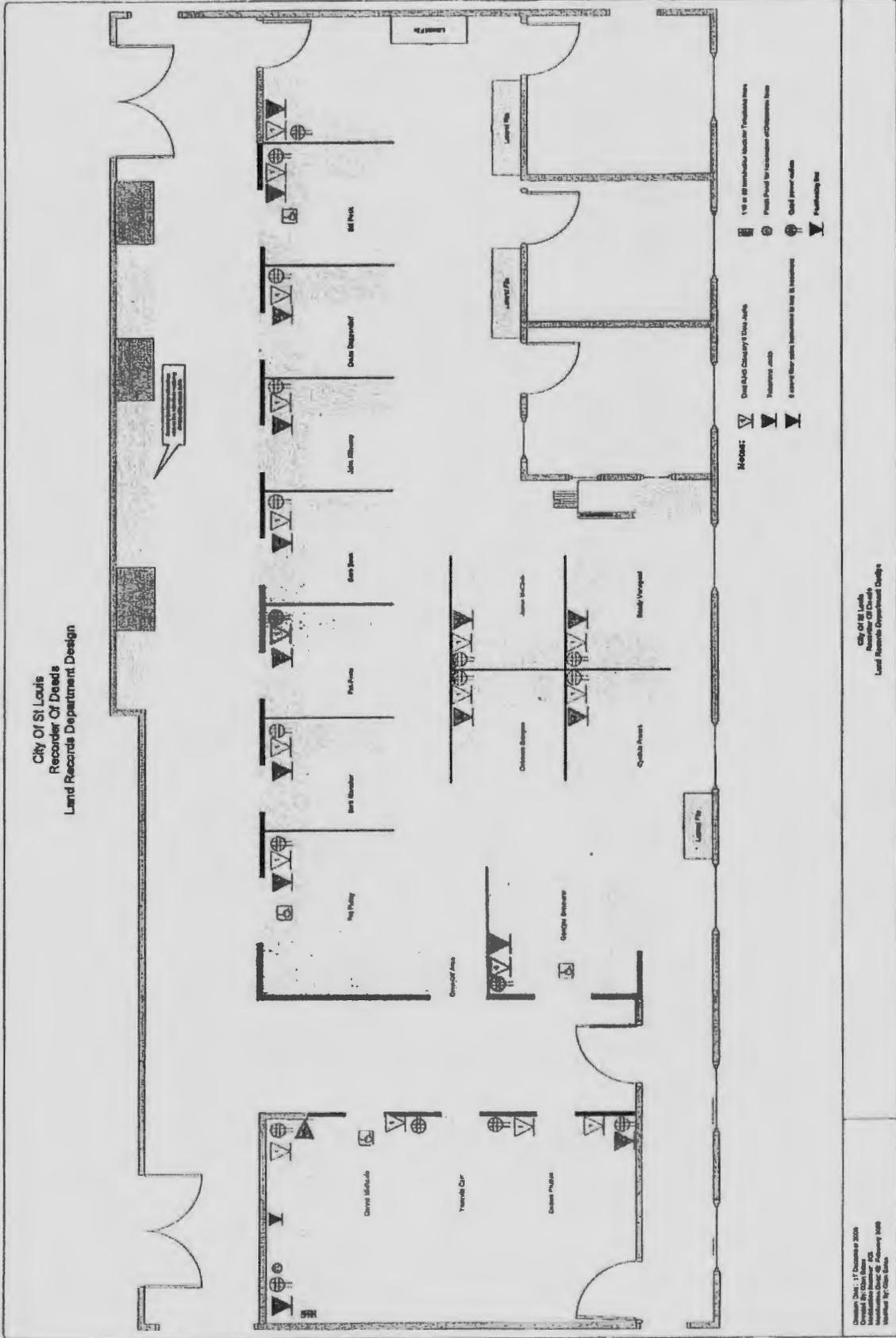
City Of St Louis
Recorder Of Deeds
Server Room Design



Creation Date: 09 January 2009
Created By: Glen Bates
Modification Number: 001
Modification Date: 08 January 2009
Modified By: Glen Bates

City Of St Louis
Recorder Of Deeds
Server Room Design

City Of St. Louis
Recorder Of Deeds
Land Records Department Design



City Of St. Louis
Recorder Of Deeds
Land Records Department Design

October 2001 - 17 December 2002
Designed by: [Name]
Manufactured by: [Name]
Model #: [Name]

CITY OF SAINT LOUIS

DEPARTMENT OF THE PRESIDENT, BOARD OF PUBLIC SERVICE

ADDENDUM NO. 1

TO

PLANS AND SPECIFICATIONS

FOR

RECORDER OF DEEDS RENOVATIONS

ST. LOUIS, MISSOURI

DATE: March 10, 2009
RFP

The following changes and additions shall be made in the plans and specifications. The cost thereof shall be included in the proposals submitted by the bidders.

Please acknowledge receipt of this addendum on the bid proposal.

ADDENDUM TO SPECIFICATIONS

Information for Bidders; Item 23. Add the following sub-paragraph:

- 23.4 The value of the LEED compliant material expressed as a percentage of the bidder's base bid.

Substitute the attached revised RFP section.

The attached detailed layout of the land records section work space is incorporated into the contract documents.

Attendee list for the 3/05/09 Pre-bid meeting is attached.

Electrical walk through: 3/12/09 10:00 am, Room 126 City Hall

END OF ADDENDUM NO. 1

CITY OF ST. LOUIS
BOARD OF PUBLIC SERVICE

REQUEST FOR PROPOSALS

**DESIGN BUILD SERVICES
FOR RECORDER OF DEEDS OFFICE RENOVATIONS**

PURPOSE:

The Recorder of Deeds of the City of St. Louis intends to select a contractor for a design/build contract to provide services for the partial renovation of the Recorder's offices in City Hall at 1200 Market Street.

SCOPE OF SERVICES:

Project Scope:

The project will remodel selected rooms in the Office of the Recorder of Deeds in City Hall. Work will include renovation of Land Records Section in Room 126 minor renovation of room 129A to provide office space and renovations to create a server room in Room 127 and new flooring, ceiling and lighting in the Recorder's personal office. The use of green materials should be specified wherever practical. LEED® principals should apply where the design allows.

Specific improvements will include the following:

- Land Records Room 126 (BASE BID)
 - A three station enclosed cashiers room, of which one station shall be fully accessible, with a wall height of nine feet. Relocate existing safe to new cashiers room
 - Eight service cubicles, three of which shall be fully accessible.
 - Four work station cubicles
 - New customers counter space area which must also include lockable cabinet areas for storage and concealment of existing facilities access points.
 - Customer service counter and work spaces to be constructed o LEED compliant materias.
 - Flooring suitable for high traffic areas (Armstrong Natural Options Luxury Solid Vinyl Flooring) throughout room including existing front office area, 3 existing offices within room, Chief Deputy's office and small hallway located between rooms 126 and 127. Remove existing tile prior to installation.

- Prepare and repaint room 126 including existing front office area, 3 existing offices within room and Chief Deputies office. Crown molding shall be a different color from the walls
- Lateral file cabinets on the west wall will be built of same materials used in cubicle areas in 4 specified locations.
- Formica window sills will be replaced with same materials as the new countertops
- Each cubicle or station area shall include quad power outlets.
- Voice and data cable installation is part of this scope.
- Each cubicle or station area shall include dual cat5E data outlets to be terminated at patch panel under counter in cashier's room.
- Each cubicle or station area shall include a telephone jack to be terminated at type 66 blocks under counter in cashier's room.
- 50 pair telecommunications line shall be installed between a single type 66 block in corner of cashiers room down to demark location in basement below room 127.
- 100 pair telecommunications line shall be installed between two type 66 blocks located in IDF below room 127 and extended down to main telecommunications room (MDF). Approximate distance is 300 feet.
- A six strand multimode fiber optic cable will be installed between the corner of cashiers room and demark location in basement below room 127.
- All existing doors, door frames, and window frames which are public facing will be re-stained to match newly installed counter area.
- **Server Room (NE corner of Room 127) (BASE BID)**
 - Extend existing partitions to the ceiling. Repaint within server room area and extended walls outside of server room area.
 - Install solid core door and steel frame with ADA compliant hardware with keyed access.
 - Provide required power suitable for 12 servers and network storage equipment.
 - A six strand multimode fiber optic cable will be installed between the corner of server room and demark location in basement below room 127.
 - Remove existing overhead lights as required to extend partitions. Existing lights in the main part of Room 127 to remain.
 - Install new 2x4 lay in ceiling in server room
 - Provide new lighting with switch for server room. (See city standards)
- **Room 129A and 129 (BASE BID)**
 - Install carpet tile furnished by the Recorder/City.
 - Move or remove and replace hand sink in Room 129B to new location in adjacent Title Company offices (Room 128).
 - Patch wall
 - City will paint room prior to installation of carpet.

- Recorder's personal office (ALTERNATE BID 1)
 - Prepare existing floor to receive new flooring.
 - Formica window sills will be replaced with same materials as the new countertops
 - New Bamboo flooring throughout office.
 - Remove wall paper and prepare walls as necessary and repaint above wainscoat area, except mural on south wall.
 - A contract option should be included for possible renovation of existing ceiling with lighting. New lighting to conform to City standards.

- Recorder's Secretarial office, (immediately east of the Records personal office) (ALTERNATE BID 1)
 - Flooring suitable for high traffic areas
 - Prepare walls as necessary and repaint.

The proposed schematic layout of the improvements in Room 126 and Room 127 are attached to this section.

Types and natures of services

Architectural and engineering services required to produce construction documents for obtaining trade contractors bids for the work and permits. The contractor will coordinate requirements with the Recorder's designated representative. The contractor will coordinate with the City's Commissioner of Facilities Management or his representative regarding existing electrical conditions. The contractor will need to design the renovations to work with existing HVAC conditions. The City will provide a basic AutoCAD background of areas to be addressed. The contractor will have to verify and update as needed the existing conditions.

Construction services will be based on city approved, contractor provided construction documents for permitting, bidding and construction in accordance with the City Building Code. Construction documents will detail the architectural features and the electrical and data requirements for the renovated work areas. The Contractor will construct the renovations in accordance with these documents for fees stated in its proposal.

Construction supervision will be by the Department of the President of the Board of Public Service on behalf of the Recorder. The Department of the President of the Board of Public Service will also assist the Recorder in the administration of this design/build contract.

Upon completion of the work, the Contractor shall provide a detailed cleaning of the renovated space to include all high and low ledges, transoms, light fixtures, conduit, windows, ductwork, base boards and flooring

The Contractor shall furnish "as-built" drawings.

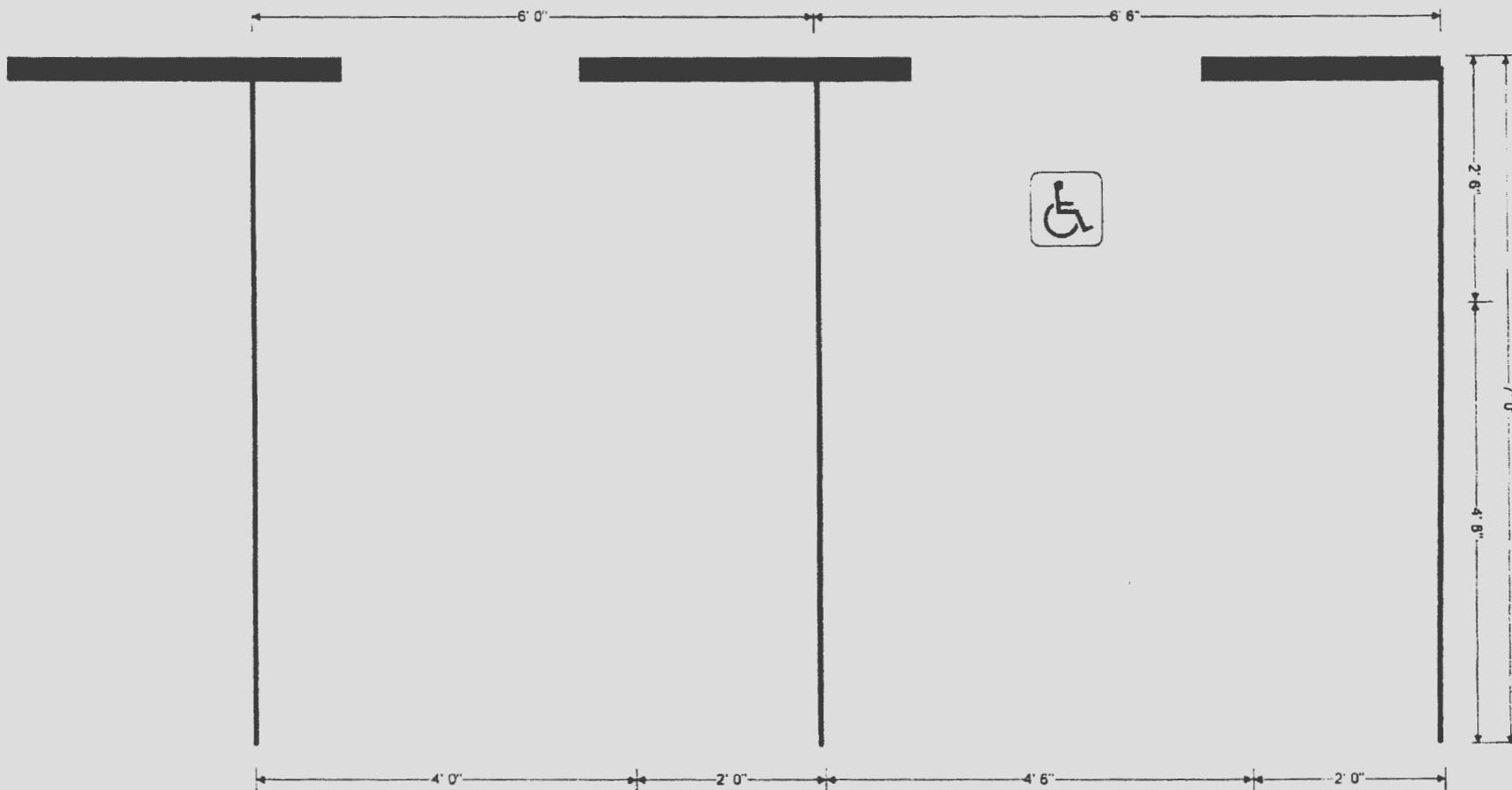
Supporting Documents

1. As Built Plans for Collector of Revenue on CD. Example of work space concept
2. Auto CAD backgrounds on CD

Form of Proposal

Bidders shall make their proposals on their company letterhead and the proposals shall be signed by an officer of the company authorized to sign contracts. Pricing information shall be listed on the forms provided by the Department of the President, Board of Public Service. Bidders shall state their acceptance of the scope and terms stated in this RFP and the accompanying specifications. The proposal should state the level of MBE/WBE participation and any schedule enhancement, i.e. early completion date. A bidder shall also state, in as much detail as practical, which LEED compliant materials and methods it proposes to incorporate into the work and the estimated cost of each material or method.

City Of St Louis
Recorder Of Deeds
Land Records Counter Area Specifications



Creation Date: 25 February 2009
Created By: Glen Bates
Modification Number: 001
Modification Date: 25 February 2009
Modified By: Glen Bates

City Of St Louis
Recorder Of Deeds
Land Records Counter Area Specifications

Mike Fogarty	Briner Electric Co
TOM REED	INTERFACE CONSTRUCTION
BOB GASSMANN	M ² ARCHITECTURE STUDIO
BARB ANDERSON	AALC, INC.
RON LABEAU	GUARANTEE INTERIORS
Sharon Ziegler Carpenter	- Recorder of Deeds
Jim Treis	SALIAN
BRETT FOLEY	SALIAN
Oggy Walker	Recorder of Deed, Chief Deputy
GLEN BATES	RECORDER OF DEEDS
Brian Symmes	Logrey Building Group LLC
John P. Smith	TARLTON CORPORATION
JOE SNEED	KOZENY WAGNER, INC.
MAX NALL	M ² architecture studio
JASON MARNIN	Brinkmann Constructors
ANDREW REED	SIMMS BUILDING GROUP
MIKE KILBEN	MIKE@KILBENStudio.com

CITY OF SAINT LOUIS

DEPARTMENT OF THE PRESIDENT, BOARD OF PUBLIC SERVICE

ADDENDUM NO. 2

TO

PLANS AND SPECIFICATIONS

FOR

RECORDER OF DEEDS RENOVATIONS

ST. LOUIS, MISSOURI

DATE: March 23, 2009
RFP

The following changes and additions shall be made in the plans and specifications. The cost thereof shall be included in the proposals submitted by the bidders.

Please acknowledge receipt of this addendum on the bid proposal.

ADDENDUM TO SPECIFICATIONS

1. The plans for the Collector of Revenue project are furnished only to describe the concept of a customer service counter integrated with work stations. The level of finishes i.e. solid wood detailing is not required for this project.
2. Bidders may submit voluntary deductive alternates for reducing the cost of the project. Alternates shall be submitted in a separate letter and shall be fully described in terms of the alternate materials or methods proposed.

END OF ADDENDUM NO. 2

RFP

3/26/09

file

O/B Construction Services for
Recorder of Deeds Renovations

Brunkman *	Base	\$113,540.00
	Att	\$11,420.00
Guarantee Interiors	Base	\$223,922.00
	Att	\$2,800.00
Interface Construction	Base	Did Not Bid
	Att	
Salian Construction, Inc.	Base	\$190,762.55
	Att	\$1,737.34
Legacy Bldg Sv.	Base	Did Not Bid
	Att	
Tarlton	Base	Did Not Bid
	Att	
Kozemy-Wagner	Base	\$288,000.00
	Att	\$4,400.00

Recorder of Deeds

Contractor	Price Pts 80 max	Schedule pts 5pts	MBE WBE SPS	Env pts	<u>Thr</u>
Brinkman	80	5	0	7	97 97
Salon	27	-	1	10	34
Guarantee	3	-	0	0	3
K-W	0	-	0	2	2

Glen Bates

From: Glen Bates <gbates@stlouiscityrecorder.org>
Sent: Monday, March 30, 2009 7:56 AM
To: Sharon Carpenter; Peggy Meeker
Subject: BID REVIEWS
Attachments: Bid_Reviews.doc

FYI,

I reviewed all bids and provided comments on each one.
Please see attached.



GLEN BATES
Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

EXHIBIT 11

Kozeny-Wagner

Total Bid: \$288,000.00

Design: \$12,000.00

Construction: \$266,000.00

Ceiling & Lighting in Recorder's Office: \$6,400.00

Subcontractor Info

Demolition: \$

Drywall: \$30,207.00

Flooring: \$21,600.00

Painting: \$9,980.00

Plumbing: \$1,700.00

Electrical: \$62,845.00

Notes:

1. Proposal seems to focus more on what is not included rather than what is included in the bid.
2. In one statement, it states file cabinetry is not included, in another it states 3 lateral files are included.
3. It states workstation areas will be a drywall/metal stud construction, with a formica wall cap.
4. I am unsure of how well that would hold up compared to other construction methods,
5. This was only company bidding that addressed cleaning up marble surfaces specifically.
6. Lighting alternate price for Recorder's lighting seems excessive as compared to both mid-range bids.

Salian

Total Bid: \$190,762.55

Design: \$6,728.84

Construction: \$174,033.71

Ceiling & Lighting in Recorder's Office: \$1,737.34

Subcontractor Info

Demolition: \$5,840.00

Drywall: \$

Flooring: \$

Painting: \$9,980.00

Plumbing: \$1,150.00

Electrical: \$22,179.00

Notes:

1. An additional cost of \$ 9,436.64 would be required as minimum options to complete Recorders Office.
2. There was a statement under exclusions stating Lateral file cabinets were removed from bid per myself on 3/10/2009. The initial scheduled meeting occurred on 3/5/2009. During that walk through with all contractors, it was discussed that there may be issues making wall mountable files dues to the architecture of the marble. It was mentioned during that time that if it were not possible to do wall mountable files, that it was up to contractor to determine if it were possible and if not recommend something else. At no time did I mention that ANYTHING should be removed from bid. The next scheduled walk through was scheduled on 3/12/2009 for electricians or anyone else that wanted to walk through. I am unclear of how the date of 3/10 and my name came about for this particular line item.
3. While there is a good general breakdown of deliverables, it is not clear that all requirements as outlined in the RFP are being met within the bid.

Guarantee Interiors, Inc.

Total Bid: \$223,922.00

Design: \$6,500.00

Construction: \$207,422.00

Ceiling & Lighting in Recorder's Office: \$2,800.00

Subcontractor Info

Demolition: \$

Drywall: \$

Flooring: \$

Painting: \$

Plumbing: \$

Electrical: \$

Notes:

1. Under voice data clarifications, It has listed they will install a 50 pair fiber cable between Cashiers office and basement IDF. This should be listed as a copper phone cable.
2. The counts for voice and data connections are not the same as what I have outlined on drawing provided.
3. There is a statement that cables in the field will be terminated with a 2 port face plate. 1 jack each. This will not work, if there are requirements for 3 jacks.
4. Under the clarification of electrical work, It states that Demolition is included, however on the same page, it states that Electrical demolition/make safe is not included. I am unsure what the later actually means.
5. It also states that Engineering and Drawings are not included. Drawings should be included as part of the deliverables so this statement is not clear.
6. Under work to be accomplished it states Room 129 & 129A. Our spaces are actually 129A and 129B. The sink specified for removal should be from 129B to 129. Right now it states move to room 128.
7. Bamboo Flooring and painting are included as part of the base bid, but lighting and ceiling are provided as an option.
8. There is a statement that says additional work required by the fire marshal or any inspector is not included. I think that this should be clarified. Ie... Any work that they perform should meet fire and building codes. This is should be included what they are being paid for.

Brinkmann Construction

Total Bid: \$113,540.00

Design: \$4,265.00

Construction: \$113,540.00

Ceiling & Lighting in Recorder's Office: \$11,430.00

Subcontractor Info

Demolition: \$

Drywall: \$

Flooring: \$

Painting: \$

Plumbing: \$

Electrical: \$

Notes:

1. By far, the easiest to see and understand what we are getting for our money.
2. In section 2, it also references sink work in room 128. This work is being moved from room 129B to room 129.
3. Work for Recorder's office and secretarial office were broken out as an alternate. This made it easy to determine the overall cost for getting that area completed.
4. It is specifically stated that painting of the flat ceiling areas is not included. I would think that if we are going through the trouble of renovating this room, we would want to include painting the whole ceiling.
5. I would like to include the voluntary alternate Add #5. Which is the lay-in ceiling and lay in lighting.
6. While they did not specify building of lateral files, they have provided some alternatives for locations on drawing provided. This would need to be discussed.
7. In the customer counter area, they specified one full height cabinet to cover up existing electrical panel and two under counter areas on each end. This would still leave a fiber optic panel and other wiring open and would need to be addressed.
8. In the drawing, it shows placement of safe in area that we specified as location for wiring and fiber optic cable. This would need to be addressed.
9. On the preliminary drawings provided, the space between the counter tops is about 18". This would need to be addressed in order to conceal the 24" monitors required for software.
10. The schedule provided gives a very good idea of time frames, but some items would need to be addressed in order to maintain operations without affecting timelines drastically.

General Notes:

1. It doesn't appear that any contractors addressed possible lighting issues within the new cashier area.
2. During the walk through, moving of equipment in server area was addressed, however I don't believe anyone thought about removing the old network wiring. Since the front offices are wired through that, wiring will have to be removed carefully. The other option for this could also include rewiring the offices to the new patch panel location. I would estimate this to be five additional cat5e drops at approximately \$200 a piece.

Glen Bates

From: Peggy Meeker <pmeecker@stlouiscityrecorder.org>
Sent: Tuesday, April 07, 2009 2:43 PM
To: 'Glen Bates'
Subject: FW: Scope
Attachments: image001.jpg; St. Louis Recorder Scope Letter.docx; Recorder Of Deeds.pdf



PEGGY J. MEEKER

Chief Deputy
Recorder of Deeds
City of St. Louis

pmeecker@stlouiscityrecorder.org

1200 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

From: Jim Treis [<mailto:jtreis@salian.com>]
Sent: Tuesday, March 31, 2009 11:24 AM
To: Peggy Meeker
Subject: Scope

Call me after you read

Jim Treis
Sr. Project Manager
jtreis@salian.com

Salian Commercial, LLC

Construction Services Design-Build LEED Consulting

8503 Mid-County Industrial Drive
St. Louis, MO 63114
Phone: 314.524.5846
Cell: 314.780.1442
Fax: 314.423.4334

www.salian.com

Green Challenge for February:

Switch to rechargeable batteries! Each rechargeable battery may substitute for hundreds of single-use batteries and all of them are recyclable. When your rechargeable batteries have run their course, take them to your local Lowe's, Office Max or Target!

EXHIBIT 12



Salian Commercial
8503 Mid County Industrial Drive
St. Louis, MO 63114
Ph. 314-524-5846

Recorder of Deeds Office
St. Louis City Hall
1200 Market St.
St. Louis, MO 63103

March 31, 2009

Scope of Work for the Renovation of The Recorder of Deeds

General:

Salian plans to provide all design drawings for permit and the cost of the permit. We will supply a full time dedicated project superintendent along with a part time project manager to effectively manage this project. Once complete we will fully clean the entire area including existing light fixtures, windows, marble wainscote millwork and flooring. The project will be phased to first include the work at room 129A and 129B, allow time for Owner to move into the space before the remaining work would be completed.

Rm. 129A and 129B

Salian will remove the existing sink and vanity in room 129B and reinstall on the other side of the wall in room 128. Salian assumes existing plumbing inside the wall can be reused. We will then patch the wall at the old sink location and prep for paint by Owner. After painting by Owner we will install Owner supplied carpet squares in both room 129A and 129B. Vinyl wall base will be installed in areas where no existing terrazo base is currently located.

Rm. 127 (Server Room)

Salian will remove the existing lighting and rewire the remaining lights. Frame the door opening and install a solid core wood door with hollow metal frame and locking hardware. Install a new drop ceiling with new lay-in lighting controled by a switch. Install (3) dedicated double duplex outlets for servers and network storage equipment. Install six strand multimode fiber optic cable to the location in basement below room. Room

will be painted and cleaned. Salian assumes all furniture and equipment will be moved by Owner.

Rm. 126 (Land Records Room)

Salian will demo all flooring throughout, including the land records room, hallway to room 127, office off hallway, (3) single offices, Recorder's personal office and Recorder's secretarial office. All existing casework, countertops and sills will be removed and disposed of properly. Existing electrical tombstones will be terminated and removed. The existing safe will be relocated by Salian to the new cashier's room. We will frame partition walls for cashier's room to 9' and service cubicle exterior perimeter walls to between 3' and 5'. Cashier's room will receive solid core wood door, wood jamb and casing with hardware stained to match existing. We will install a new drop ceiling in the cashier's room with a quiet exhaust fan to circulate air. The exterior of the cashier's room will receive stile and rail laminate wood and solid wood wainscote and base. Laminate pass through countertops with black melamine support legs and pencil drawers. We have included 1/4" glass at each window. A 9' wall will be framed between the cashier's room and service cubicle area with a solid core wood door, jamb and casing with hardware stained to match existing. A 9' wall will be framed between the cubicle area and the west wall of the land records room with a solid core wood door, jamb and casing with hardware stained to match existing. New customer space to include (2) lockable cabinets, laminate countertop, support legs and covers to conceal equipment. Customer side of service counter will receive stile and rail laminate wood and solid wood wainscote and base with laminate pass through countertops and black melamine support legs. Oak turrets will be placed on the laminate countertops with higher laminate countertops on top. (3) of the cubicle workstations will be ADA compliant. The cubicle interior partitions will be laminate partitions with laminate countertops. All to receive melamine panels below the countertops for easy accessibility to electrical and data. All window sills will be laminate to match countertops. All millwork and doors will meet MR4.1, MR4.2 and EQ3.2 with an alternate price to meet MR7 (FSC certified lumber). Floors will be overlaid with underlayment to minimize existing floor defects. Flooring at the land records room, hallway to room 127, office off hallway, (3) single offices and Recorder's secretarial office will be Amtico Spacia Vinyl Wood Strip Flooring which is manufactured from 75% recycled material and carries a ten year warranty. The Recorder's personal office will receive bamboo flooring with an alternate price to replace the existing lighting and drop ceiling. All rooms to receive vinyl wall base throughout. The Recorder's personal office and secretarial office will have the wallpaper removed, walls preped and painted. Window sills in Recorder's personal office will be replaced with sills to match others. All walls and ceilings to receive paint, crown to receive multiple colors to highlight. All existing wood

casework which are public facing will be cleaned and refinished. Cashier's room will receive six strand multimode fiber optic cable run below to the basement. 100 pair of telecommunications lines will be installed between (2) type 66 blocks to room below and then to the telecommunications room. 50 pair telecommunications line will be installed from a single type 66 block in the cashier's room to location in basement below. Each cubicle work station will receive (1) quad power outlet, (1) dual Cat6 data outlet and telephone jack.

Monday, March 30, 2009

**St. Louis Recorder of Deeds Renovations
Revision**

St. Louis City Hall
St. Louis MO 63103

PRESENTED BY:



8503 Mid County Industrial Drive * St. Louis, MO 63114 * 314-524-5846

Monday, March 30, 2009

ATTN: Recorder of Deeds
St. Louis MO 63103

Re: St. Louis Recorder of Deeds Renovations Revision

PROJECT SCOPE SUMMARY

(The following is a summary of deliverables for the proposed project. For complete details and a breakdown of the cost by trade please see Appendices)

PROJECT DELIVERABLES	PRICE
General Conditions	\$24,732.30
Demolition	\$6,480.00
Framing and Drywall	\$10,115.00
Doors, Frames and Hardware	\$1,679.69
Millwork	\$55,174.00
Flooring	\$26,386.00
Painting	\$14,478.70
Acoustical Ceiling	\$1,615.75
Plumbing	\$1,100.00
Electrical	\$22,179.00
Architectural Fees	\$6,728.84
Contingency	\$10,000.00
Contractor's Fee (6%)	\$10,093.26
PROJECT TOTAL	\$190,762.53

Respectfully Submitted,

The Salian Commercial Team

DELIVERABLE SUMMARY:**General Conditions**

DESCRIPTION	PRICE
Project Management	\$5,437.79
Site Superintendent	\$5,160.00
Temporary Site Protections	\$1,460.00
Site Cleanup	\$2,150.00
Delivery Fees	\$980.00
Permits	\$1,513.99
Final Cleaning	\$3,000.00
Builder's Risk Insurance	\$825.00
Performance Bond	\$4,205.52

General Conditions Total \$24,732.30

Demolition

DESCRIPTION	PRICE
Demolition	\$5,760.00
Remove Carpet at Recorder's Personal Office	\$360.00
Remove Flooring at Recorder's Secretarial Office	\$360.00

Demolition Total \$6,480.00

Framing and Drywall

DESCRIPTION	PRICE
Drywall	\$10,115.00

Framing and Drywall Total \$10,115.00

Doors, Frames and Hardware

DESCRIPTION	PRICE
Solid Core Doors, Frames and Hardware	\$1,679.69

Doors, Frames and Hardware Total \$1,679.69

Millwork

DESCRIPTION	PRICE
Doors, Frames, Hardware and Millwork Install	\$16,920.00
Millwork	\$38,254.00

Millwork Total \$55,174.00

Flooring

DESCRIPTION	PRICE
Bamboo Floor at Recorder's Personal Office/Vinyl at Reception Area	\$5,671.00
Vinyl Wood Strip Flooring Throughout and Install Carpet Squares at 12A&B	\$14,550.00
Vinyl Wall Base Throughout	\$1,205.00
Underlayment Throughout	\$4,960.00

Flooring Total \$26,386.00

Painting

DESCRIPTION	PRICE
Remove Wallpaper Above Wainscot and Paint at Recorder's Personal Office	\$1,598.30
Remove Wallpaper Above Wainscot and Paint Recorder's Secretarial Office	\$1,211.40
Interior Painting and Crown 2 colors	\$11,464.00
Wall Patching at Room 129B	\$205.00

Painting Total \$14,478.70

Acoustical Ceiling

DESCRIPTION	PRICE
Acoustical Ceiling at Rm 127 Server Room	\$1,615.75

Acoustical Ceiling Total \$1,615.75

Plumbing

DESCRIPTION	PRICE
Plumbing	\$1,100.00

Plumbing Total \$1,100.00

Electrical

DESCRIPTION	PRICE
Electrical	\$22,179.00

Electrical Total \$22,179.00

Architectural Fees

DESCRIPTION	PRICE
Architectural Fees	\$6,728.84

Architectural Fees Total \$6,728.84

Contingency

DESCRIPTION	PRICE
Contingency	\$10,000.00

Contingency Total \$10,000.00

Contractor's Fee (6%)

DESCRIPTION	PRICE
Contractor's Fee (6%)	\$10,093.26

Contractor's Fee (6%) Total \$10,093.26

Project Total \$190,762.53

Glen Bates

From: Glen Bates <gbates@stlouiscityrecorder.org>
Sent: Thursday, April 02, 2009 4:03 PM
To: Jim Treis
Cc: Peggy Meeker
Subject: BID REVIEW

Jim,

We have reviewed your original bid proposed for the renovations in the Recorder Of Deeds Office.
Can you please take a few minutes and address the items below?

1. Your original bid does not provide us with a clear understanding of what is included within the proposed bid.
Can you please provide a Scope of Work that Breaks down what we are getting for our cost?
2. Is the Recorders Office also included with the bid proposed with the exception of lighting?
3. It doesn't appear that any contractors addressed lay-in ceiling for cashier's area. One bid stated that lay-in lighting was an option, so does that imply that lay-in ceiling is included?
4. In cashier's area, there is no mention of glass separation for each window area. Can you please let me know if that is included within bid? If not, what are costs associated with that.
5. If lay-in ceiling for cashiers area was proposed, Did that also include installation of a low noise lay-in fan for circulation?
6. One thing we never thought about until I was reviewing bids was the new server room area floor. Can you please let me know what the additional costs would be to get that done? This can be just the same high traffic flooring that is used in other areas.

Thanks for your assistance in providing any additional information that you can.



GLEN BATES

Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St, Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

EXHIBIT 13

Glen Bates

From: Glen Bates <gbates@stlouiscityrecorder.org>
Sent: Thursday, April 02, 2009 4:03 PM
To: Jim Treis
Cc: Peggy Meeker
Subject: BID REVIEW

Jim,

We have reviewed your original bid proposed for the renovations in the Recorder Of Deeds Office.
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4. In cashier's area, there is no mention of glass separation for each window area. Can you please let me know if that is included within bid? If not, what are costs associated with that.
5. If lay-in ceiling for cashiers area was proposed, Did that also include installation of a low noise lay-in fan for circulation?
6. One thing we never thought about until I was reviewing bids was the new server room area floor. Can you please let me know what the additional costs would be to get that done? This can be just the same high traffic flooring that is used in other areas.

Thanks for your assistance in providing any additional information that you can.



GLEN BATES

Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St, Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

EXHIBIT 13

Roger ALLISON - RECORDER OF DEEDS RENOVATIONS

From: "Glen Bates"
To: "Roger Allison" , "Joe Kuss"
Date: 4/6/2009 1:36 PM
Subject: RECORDER OF DEEDS RENOVATIONS
CC: "Peggy Meeker"

After reviewing the original bids provided by the contractors, Mrs Carpenter has made the decision to go with Salian Commercial as the contractor for our renovation work. This decision was made based on the following.

1. Kozeny-Wagner was eliminated based on over all bid cost.
2. Guarantee Interiors, Inc. was eliminated based on cost and they did not provide any information on good faith efforts report or sub contractor information.
3. Salian Commercial and Brinkmann Construction were both contacted to clarify what we were getting based on their bid estimates. After reviewing the responses we received from these two companies, it was determined that Salian Commercial's bid was closer to meeting our overall needs/requirements than Brinkmann Construction. Brinkmann's overall price would have increased by an additional \$11,050.00 and it still did not address the cubicle and service counter area being painted drywall vs the wood finish look that we were looking for.

I was informed that Mrs Carpenter is ready to proceed with this so I contacted Roger Allison to determine what is our next step in this. I was told that someone would need to write a contract for the work and that Roger stated he would see what he can do. I can write the contract up if someone can provide me with an example of what a construction or renovation project contract would look like.

Please let me know what else I need to do too keep this moving along.

Thanks



GLEN BATES
Internet Manager
Recorder of Deeds
City of St. Louis

gbates@stlouiscityrecorder.org

1200 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-6951
FAX: (314) 612-1414

EXHIBIT 14



State of Missouri
Robin Carnahan, Secretary of State

File Number: 200914090658
LC0969908
Date Filed: 05/20/2009
Robin Carnahan
Secretary of State

Articles of Organization

1. The name of the limited liability company is:

SUPERIOR BUILDING GROUP, LLC

2. The purpose(s) for which the limited liability company is organized:

Construction

3. The name and address of the limited liability company's registered agent in Missouri is:

**CSC-LAWYERS
INCORPORATING SERVICE
COMPANY**

221 Bolivar Street, Jefferson City MO 65101

Name

Address

4. The management of the limited liability company is:

Manager

Member

5. The duration (period of existence) for this limited liability company is:

Perpetual

6. The name(s) and street address(es) of each organizer:

Kathryn Carey, 2711 Centerville Road, Suite 400, Wilmington DE 19808

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Kathryn Carey

(Organizer Name)

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

SUPERIOR BUILDING GROUP, LLC
LC0969908

filed its Articles of Organization with this office on the May 20, 2009, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the May 20, 2009, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this May 20, 2009.

Robin Carnahan

Secretary of State





State of Missouri
Jason Kander, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

File Number:
LC0969908
Date Filed: 04/24/2013
Jason Kander
Secretary of State

**Statement of Change of Registered Agent and/or Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company**

- Instructions**
1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
 2. There is a \$10.00 fee for filing this statement.
 3. PO Box may only be used in conjunction with a physical street address.
 4. Agent and address must be in the State of Missouri.
 5. The corporation may not act as its own agent.

Charter #: LC0969908

1. The name of the business entity is SUPERIOR BUILDING GROUP LLC

2. The address, including street and number, of its present registered office (before change) is
221 BOLIVAR ST, JEFFERSON CITY, MO 65101

3. The address, including street and number, of its registered office is hereby changed to:
13321 North Outer Forty Rd. Suite 300 Chesterfield, MO 63017

4. The name of its present registered agent (before change) is: CSC-LAWYERS INCORPORATING SERVICE COMPANY

5. The name of the new registered agent is: GEORGE RESTOVICH

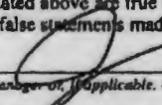
Authorized signature of new registered agent must appear below:

(May attach separate originally executed written consent to this form in lieu of this signature)

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:
(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)


JAMES F TREIS
Authorized signature of officer, member, manager or, if applicable, chairman of the board Printed Name

~~PRINCIPAL~~ SOLE MEMBER 3/12/13
Title Date

JAMES T. TREIS 4/22/13
Title Date

Name and address to return filed document:
Name: SUPERIOR BUILDING GROUP
Address: 1314 SOUTH 18TH ST
City, State, and Zip Code: ST. LOUIS, MO 63104

State of Missouri
Change/Resignation of Agent 1 Page(s)



T1311516530

T1310260500

Peggy Meeker

From: Jim Treis <jimtreis@hughes.net>
Sent: Monday, August 17, 2009 2:15 PM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg

No we still come

Jim Treis
President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

3105 Wolf Hollow
St. Louis MO. 63069
314*623*3820 cell
636*938*3164 fax
jimtreis@hughes.net

From: Peggy Meeker [mailto:pmeeker@stlouiscityrecorder.org]
Sent: Monday, August 17, 2009 2:02 PM
To: 'Jim Treis'
Subject: RE: AT&T U-verse Order Confirmation

Glen is on vacation until next week do you want to hold off the meeting until he returns or just get the drawing after he returns



PEGGY J. MEEKER
Chief Deputy
Recorder of Deeds
City of St. Louis

pmeeker@stlouiscityrecorder.org

1290 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

From: Jim Treis [mailto:jimtreis@hughes.net]
Sent: Monday, August 17, 2009 1:56 PM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation

Can you ask glen to draw what you want for the next 2 phases so I can hand them out Thursday

Jim Treis
President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

EXHIBIT 17

3105 Wolf Hollow
St. Louis MO. 63069
314*623*3820 cell
636*938*3164 fax
jjmtreis@hughes.net

From: Peggy Meeker [mailto:pmeeker@stlouiscityrecorder.org]
Sent: Monday, August 17, 2009 1:36 PM
To: 'Jim Treis'
Subject: RE: AT&T U-verse Order Confirmation

Do you like the rugs we picked out – or if you don't where should we look



PEGGY J. MEEKER

Chief Deputy
Recorder of Deeds
City of St. Louis

pmeeker@stlouiscityrecorder.org

1200 Market St., Room 126
St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

From: Jim Treis [mailto:jimtreis@hughes.net]
Sent: Monday, August 17, 2009 11:58 AM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation

Yes, can I do a walkthrough Thursday at 10 for the budget

Jim Treis
President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

3105 Wolf Hollow
St. Louis MO. 63069
314*623*3820 cell
636*938*3164 fax
jimtreis@hughes.net

From: Peggy Meeker [mailto:pmeeker@stlouiscityrecorder.org]
Sent: Monday, August 17, 2009 11:08 AM
To: 'Jim Treis'
Subject: FW: AT&T U-verse Order Confirmation

Do I have the electric ready for this?



PEGGY J. MEEKER

Chief Deputy
Recorder of Deeds
City of St. Louis

pmeeker@stlouiscityrecorder.org

1200 Market St, Room 126
St. Louis, Mo. 63103

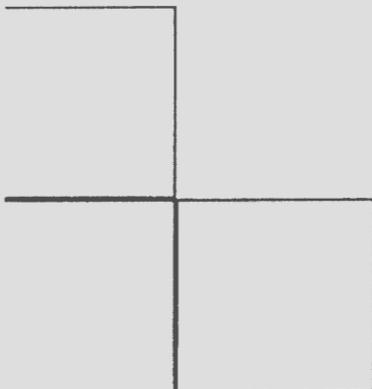
(314) 589-8170
FAX: (314) 612-1413

From: AT&T U-verse Team [mailto:u-verse.all.r@email03.sbc.com]

Sent: Monday, August 17, 2009 10:25 AM

To: pmeeker@stlouiscityrecorder.org

Subject: AT&T U-verse Order Confirmation



Peggy Meeker

From: Jim Treis <jimtreis@hughes.net>
Sent: Monday, August 17, 2009 1:56 PM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg

Can you ask glen to draw what you want for the next 2 phases so I can hand them out Thursday

Jim Treis
President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

3105 Wolf Hollow
St. Louis MO. 63069
314*623*3820 cell
636*938*3164 fax
jimtreis@hughes.net

From: Peggy Meeker [mailto:pmeeker@stlouiscityrecorder.org]
Sent: Monday, August 17, 2009 1:36 PM
To: 'Jim Treis'
Subject: RE: AT&T U-verse Order Confirmation

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Recorder of Deeds
City of St. Louis

pmeeker@stlouiscityrecorder.org

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St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

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Sent: Monday, August 17, 2009 11:58 AM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation

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President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

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St. Louis MO. 63069
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PEGGY J. MEEKER

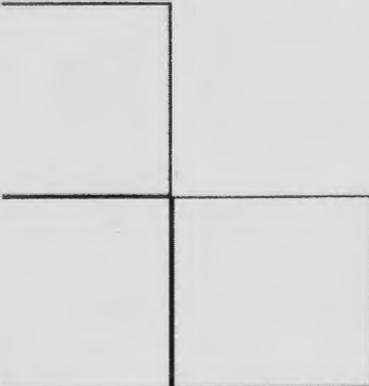
Chief Deputy
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St. Louis, Mo. 63103

(314) 589-8170
FAX: (314) 612-1413

From: AT&T U-verse Team [<mailto:u-verse.all.r@email03.sbc.com>]
Sent: Monday, August 17, 2009 10:25 AM
To: pmeeker@stlouiscityrecorder.org
Subject: AT&T U-verse Order Confirmation



Peggy Meeker

From: Jim Treis <jimtreis@hughes.net>
Sent: Monday, August 17, 2009 1:55 PM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation
Attachments: image001.jpg; image002.jpg; image003.jpg; image004.jpg

They look good but wait until Thursday and ask Ed's opinion

Jim Treis
President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

3105 Wolf Hollow
St. Louis MO. 63069
314*623*3820 cell
636*938*3164 fax
jimtreis@hughes.net

From: Peggy Meeker [mailto:pmeeker@stlouiscityrecorder.org]
Sent: Monday, August 17, 2009 1:36 PM
To: 'Jim Treis'
Subject: RE: AT&T U-verse Order Confirmation

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PEGGY J. MEEKER
Chief Deputy
Recorder of Deeds
City of St. Louis

pmeeker@stlouiscityrecorder.org

1200 Market St., Room 126 (314) 589-8170
St. Louis, Mo. 63103 FAX: (314) 612-1413

From: Jim Treis [mailto:jimtreis@hughes.net]
Sent: Monday, August 17, 2009 11:58 AM
To: 'Peggy Meeker'
Subject: RE: AT&T U-verse Order Confirmation

Yes, can I do a walkthrough Thursday at 10 for the budget

Jim Treis
President

Superior Building Group, LLC
Commercial*Design-Build*Retail*Hospitality*Tenant Finish

7/15/2009	check1879	SALIAN COMMERCIAL	room 126 renovation 2nd payment	Renovation	R	-\$32,368.66
7/16/2009	check1880	FI DLAR COMPANIES Invoice0803222 Payment 14	Lifecycle Agreement	Techology: Software	R	-\$30,000.00
7/23/2009	check1881	LANA STEIN	Archives Department	Temporary Employment	R	-\$120.00
7/31/2009	check1882	Glen Bates Lowes	reimbursement for equipment	Renovation	R	-\$105.30
8/3/2009	check1884	Warehouse Of Fixtures	9 chairs	Renovation	R	-\$1,895.00
8/5/2009	check1885	Debbie Mask Home Depot	reimbursement for equipment	Renovation	R	-\$73.19
8/6/2009	check1886	Terry Garrett Discover	reimbursement for equipment	Renovation	R	-\$61.09
8/10/2009	check1887	Grainger Company	lightfixture room 126	Renovation	R	-\$913.95
8/10/2009	check1888	Warehouse Of Fixtures	Furniture	Renovation	R	-\$277.67
8/11/2009	check1889	Lana Stein	Archives Department	Temporary Employment	R	-\$220.00
8/11/2009	check1880	SALIAN COMMERCIAL	room 126 renovation 3rd payment	Renovation	R	-\$125,493.01
8/12/2009	check1891	McGuire Moving & Storage	returning stored desk and equip	Renovation	R	-\$1,207.50
8/14/2009		Service Charge		Bank Charge	R	-\$144.86
8/17/2009	check1892	Metro Electric Supply	electrical supplies	Renovation	R	-\$2,097.28
8/17/2009	check1893	Office Depot	Office Supplies	Supplies	R	-\$171.16
8/24/2009	debit	Visa Card HDC Home Decorat	Rugs for ROD and Deputy Office	Renovation	R	-\$2,378.04
8/25/2009	check1894	Sandy Venegoni Franklin Coungy	reimbursement: Fidlar user meeting	Travel	R	-\$50.96
8/28/2009	check1896	Lana Stein	Archives Department	Temporary Employment	R	-\$180.00
8/31/2009	check1897	Glen Bates Home Depot	reimbursment for equip	Renovation	R	-\$77.45
8/31/2009	check1898	Superior Building Group LLC	Gray design space planning for room 127	Renovation	R	-\$350.00
9/10/2009	check1899	Diane Doggenforff For Glen Hardware	reimbursment for lights	Renovation	R	-\$32.37
9/10/2009	check1900	Donnie SnellingTreasurer/RAM	RAM Legal Services		R	-\$1,000.00
9/15/2009		Service Charge		Bank Charge	R	-\$59.16
9/17/2009	check1901	Lana Stein	Archives Department	Temporary Employment	R	-\$230.00
9/23/2009	check1902	Metro ElectricSupply	light kit	Renovation	R	-\$114.55
9/23/2009	check1903	SALIAN COMMERCIAL	room 126 renovation 4th payment	Renovation	R	-\$21,783.51
10/1/2009	check1904	Lana Stein	Archives Department	Temporary Employment	R	-\$210.00
10/9/2009	check1907	Lana Stein	Archives Department	Temporary Employment	R	-\$220.00
10/15/2009		Service Charge		Bank Charge	R	-\$74.49
10/20/2009	check1905	Lana Stein	Archives Department	Temporary Employment	R	-\$110.00
10/26/2009	check1906	Hewlett Packard In46638496	hp server	Techology:Hardware	R	-\$3,952.00
11/10/2009	check1908	Superior Building Group LLC	Mail Slot and wood lettering	Renovation	R	-\$3,174.00
11/12/2009	check1909	Lana Stein	Archives Department	Temporary Employment	R	-\$180.00
11/16/2009		Service Charge		Bank Charge	R	-\$100.10
11/24/2009	check1910	Lana Stein	Archives Department	Temporary Employment	R	-\$130.00
12/3/2009	check1911	Metro Electric Supply	lights	Renovation	R	-\$337.65
12/7/2009	check1912	Glen Bates Lowes	shop vac	Renovation	R	-\$50.97
12/14/2009		Service Charge		Bank Charge	R	-\$54.52
12/21/2009	check1913	AOS,LLC	Multiple invoices for hardware\software	Technology:Hardware	R	-\$7,653.33
1/13/2010	check1914	Lana Stein	Archives Department	Temporary Employment	R	-\$100.00
1/15/2010		Service Charge		Bank Charge	R	-\$68.64
2/1/2010	check1915	Lana Stein	Archives Department	Temporary Employment	R	-\$90.00
2/3/2010	check1916	Paint Supply Co Invoice 135221 & 135195	Paint through Facilities	Renovation	R	-\$538.80
2/4/2010	debit	Trip Ram Hotel Food	RAM Meeting	Travel	R	-\$2,077.93
2/9/2010	check1917	AOS>LLC	Network Equipment Maint contracts	Technology:Hardware	R	-\$7,199.02

Peggy Meeker

From: Jim Treis <jim@superior-bg.com>
Sent: Monday, June 24, 2013 2:33 PM
To: 'Peggy Meeker'
Subject: SBG Flooring Bid
Attachments: Proposal St Louis Recorder of Deeds - Flooring Systems.docx

Jim Treis

Principal



Superior Building Group
1314 South 18th St.
St. Louis, MO 63104
O: 314-241-5383
F: 636-203-4462
C: 314-623-3820
jim@superior-bg.com
www.superior-building-group.com

WE HAVE MOVED!
Please update your files.



Re: St Louis City – Recorder of Deeds

SCOPE OF SERVICES

Furnish and install the following:

- Amtico Spacia #SW2506 (Field) Warm Cherry
- Amtico Spacia #ST2556 (Accent) Ceramic Chocolate
- Johnsonite 4" #145 Safari 4" x 1/8" Vinyl Base

BASE BID

- Removal & Demo \$ 4,700.00
- Underlayment \$10,968.00
- New Flooring Installation \$26,114.00

ALTERNATE-WORK ROOM

- Removal & Demo \$ 1,690.00
- Underlayment \$ 1,778.00
- New Flooring Installation \$ 4,352.00

CLARIFICATIONS There have been no allowances made for any unforeseen work not identified in the above described

EXCLUSIONS

Any additional work not stated in the above described scope of work.

PROPOSAL

For all of the above described scope, we quote the lump sum price of:

\$49,602.00

Please sign on the line below and select which project you would like to be completed.

Sharon Zugley Carpenter
Client Signature

Date 6/26/13

Thank you,

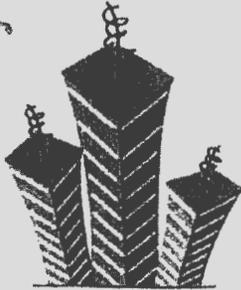
Jim Treis
President
Superior Building Group



Peggy Meeker

From: Charley Noland <cnoland@mcccontracting.com>
Sent: Monday, June 24, 2013 6:35 PM
To: Peggy Meeker
Subject: MCC Recorder of Deeds Bid.pdf
Attachments: MCC Recorder of Deeds Bid.pdf; Untitled attachment 00034.txt

I'm sorry, I forgot to attach the proposal.



MCC Contracting

Att: Peggy Meeker

Re: St Louis City – Recorder of Deeds

SCOPE OF SERVICES

Furnish and install the following:

- Amtico Spacia #SW2506 (Field) Warm Cherry
- Amtico Spacia #ST2556 (Accent) Ceramic Chocolate
- Johnsonite 4" #145 Safari 4" x 1/8" Vinyl Base

BASE BID

- Removal & Demo \$ 5,200.00
- Underlayment \$11,668.00
- New Flooring Installation \$28,114.00

ALTERNATE-WORK ROOM

- Removal & Demo \$ 1,990.00
- Underlayment \$ 1,970.00
- New Flooring Installation \$ 5,952.00

CLARIFICATIONS There have been no allowances made for any unforeseen work not identified in the above described

EXCLUSIONS

Any additional work not stated in the above described scope of work.

PROPOSAL

For all of the above described scope, we quote the lump sum price of:

.....\$54,894.00

Please sign on the line below and select which project you would like to be completed.

Client Signature

Date

Thank you,



**SUPERIOR
BUILDING
GROUP**

BID PROPOSAL

June 24, 2013



Re: St Louis City – Recorder of Deeds

SCOPE OF SERVICES

Furnish and install the following:

- Amtico Spacia #SW2506 (Field) Warm Cherry
- Amtico Spacia #ST2556 (Accent) Ceramic Chocolate
- Johnsonite 4" #145 Safari 4" x 1/8" Vinyl Base

BASE BID

- Removal & Demo \$ 4,700.00
- Underlayment \$10,968.00
- New Flooring Installation \$26,114.00

ALTERNATE-WORK ROOM

- Removal & Demo \$ 1,690.00
- Underlayment \$ 1,778.00
- New Flooring Installation \$ 4,352.00

CLARIFICATIONS There have been no allowances made for any unforeseen work not identified in the above described

EXCLUSIONS

Any additional work not stated in the above described scope of work.

PROPOSAL

For all of the above described scope, we quote the lump sum price of:

.....\$40,802.00

Please sign on the line below and select which project you would like to be completed.

Sharon Ziegler Carpenter
Client Signature

Date 6/26/13

Thank you,

Jim Treis
President
Superior Building Group



EXHIBIT 21



BID PROPOSAL

July 8, 2013



Re: St Louis City – Recorder of Deeds – Revision #1

SCOPE OF SERVICES

Furnish and install the following:

- Amtico Spacia #SW2506 (Field) Warm Cherry
- Amtico Spacia #ST2556 (Accent) Ceramic Chocolate
- Johnsonite 4" #145 Safari 4" x 1/8" Vinyl Base

BASE BID

- Removal & Demo \$ 4,700.00
- Underlayment \$10,968.00
- New Flooring Installation \$26,114.00

ALTERNATE-WORK ROOM

- Removal & Demo \$ 1,690.00
- Underlayment \$ 1,778.00
- New Flooring Installation \$ 4,352.00

SCOPE OF WORK

- All Paints To Be Low Voc \$26,106.00
- Project To Be Two Phases
- Paint Ceilings - Two Coats
- Paint Walls and Trim - Two Coats
- Paint Decorative Items - Two Coats
- Scaffolding To Be Used To Paint Tall Elevations
- Piping and Conduit To Match The Adjacent Surfaces
- Paint Two Gate Doors Semi-Gloss Black
- Remove Shelf Liner and Prep Wall for Paint
- SBG to Supply and Install Plumbing Escution Plate
- Prime and Paint the Front of the One-Reception Desk - Two Colors \$ 1,375.00
- Fix Existing Counter Top Edges in "Recorder" Area \$ 575.00
- New Laminate Tops in "Birth Records" Area \$ 4,100.00

CLARIFICATIONS There have been no allowances made for any unforeseen work not identified in the above described

EXCLUSIONS

Any additional work not stated in the above described scope of work.

PROPOSAL

For all of the above described scope, we quote the lump sum price of:

.....\$81,758.00



1314 S 18th Street, St Louis, MO 63104 O: 314-241-5383 F: 636.203.4462



SUPERIOR
BUILDING
GROUP

BID PROPOSAL

July 8, 2013



Please sign on the line below and select which project you would like to be completed.

Client Signature

Date

Thank you,

Jim Treis
President
Superior Building Group



1314 S 18th Street, St Louis, MO 63104 O: 314-241-5383 F: 636.203.4462



MCC Contracting

Att: Peggy Meeker

Re: St Louis City – Recorder of Deeds SCOPE OF SERVICES

Furnish and install the following:

- Amtico Spacia #SW2506 (Field) Warm Cherry
- Amtico Spacia #ST2556 (Accent) Ceramic Chocolate
- Johnsonite 4" #145 Safari 4" x 1/8" Vinyl Base

BASE BID

- Removal & Demo \$ 5,200.00
- Underlayment \$11,668.00
- New Flooring Installation \$28,114.00

ALTERNATE-WORK ROOM

- Removal & Demo \$ 1,990.00
- Underlayment \$ 1,970.00
- New Flooring Installation \$ 5,952.00

SCOPE OF WORK

- All Paints To Be Low Voc \$29,106.00
- Project To Be Two Phases
- Paint Two Gate Doors Semi-Gloss Black
- Remove Shelf Liner and Prep Wall for Paint
- SBG to Supply and Install Plumbing Escution Plate
- Prime and Paint the Front of the One-Reception Desk - Two Colors \$ 2,375.00
- Fix Existing Counter Top Edges in "Recorder" Area \$ 975.00
- New Laminate Tops in "Birth Records" Area \$ 2,100.00

CLARIFICATIONS There have been no allowances made for any unforeseen work not identified in the above described

EXCLUSIONS

Any additional work not stated in the above described scope of work.

PROPOSAL

For all of the above described scope, we quote the lump sum price of:

.....\$89,450.00



State of Missouri
Robin Carnahan, Secretary of State

File Number: 201012590389
LC1055904
Date Filed: 05/05/2010
Robin Carnahan
Secretary of State

Articles of Organization

1. The name of the limited liability company is:

MCC Contracting, LLC

2. The purpose(s) for which the limited liability company is organized:

The transaction of any lawful business for which a limited liability company may be organized under the Missouri Limited Liability Company Act, Chapter 347 RSMo.

3. The name and address of the limited liability company's registered agent in Missouri is:

Lina Galinurova
Name

4051 Giles, St. Louis MO 63116
Address

4. The management of the limited liability company is:

Manager

Member

5. The duration (period of existence) for this limited liability company is:

Perpetual

6. The name(s) and street address(es) of each organizer:

Lina Galinurova, 4101 Alma Ave, St. Louis MO 63116

Charles Noland, 4101 Alma, St. Louis MO 63116

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Lina Galinurova
(Organizer Name)

Charles Noland
(Organizer Name)

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

MCC Contracting, LLC
LC1055904

filed its Articles of Organization with this office on the May 5, 2010, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on the May 5, 2010, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this May 5, 2010.

Robin Carnahan

Secretary of State



Peggy Meeker
Chief Deputy
Recorder of Deeds
1200 Market St, Room 126
St. Louis, MO 63103

Re: Recorder of Deeds.

SCOPE OF SERVICES

Furnish and install new lockable sliding Window approx 3' x 4' and trim out with matching wood trim.

CLARIFICATIONS There have been no allowances made for any unforeseen work not identified in the above described

EXCLUSIONS

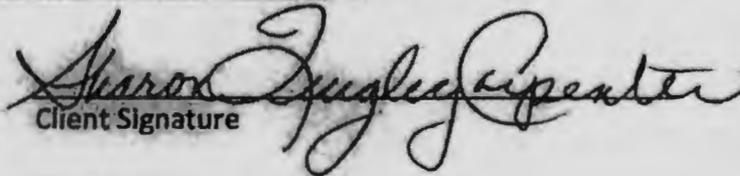
Any additional work not stated in the above described scope of work.

PROPOSAL

For all of the above described scope, we quote the Total price below.

.....
Please sign on the line below and select which project you would like to be completed.

Client Signature



Date

3/27/2014

Thank you,

Jim Treis
President
Superior Building Group

EXHIBIT 25

7/15/2009	check1879	SALIAN COMMERCIAL	room 126 renovation 2nd payment	Renovation	R	-\$32,368.66
7/16/2009	check1880	FI DLAR COMPANIES Invoice0803222 Payment 14	Lifecycle Agreement	Techology: Software	R	-\$30,000.00
7/23/2009	check1881	LANA STEIN	Archives Department	Temporary Employment	R	-\$120.00
7/31/2009	check1882	Glen Bates Lowes	reimbursement for equipment	Renovation	R	-\$105.30
8/3/2009	check1884	Warehouse Of Fixtures	9 chairs	Renovation	R	-\$1,895.00
8/5/2009	check1885	Debbie Mask Home Depot	reimbursement for equipment	Renovation	R	-\$73.19
8/6/2009	check1886	Terry Garrett Discover	reimbursement for equipment	Renovation	R	-\$61.09
8/10/2009	check1887	Grainger Company	lightfixture room 126	Renovation	R	-\$913.95
8/10/2009	check1888	Warehouse Of Fixtures	Furniture	Renovation	R	-\$277.67
8/11/2009	check1889	Lana Stein	Archives Department	Temporary Employment	R	-\$220.00
8/11/2009	check1880	SALIAN COMMERCIAL	room 126 renovation 3rd payment	Renovation	R	-\$125,493.01
8/12/2009	check1891	McGuire Moving & Storage	returning stored desk and equip	Renovation	R	-\$1,207.50
8/14/2009		Service Charge		Bank Charge	R	-\$144.86
8/17/2009	check1892	Metro Electric Supply	electrical supplies	Renovation	R	-\$2,097.28
8/17/2009	check1893	Office Depot	Office Supplies	Supplies	R	-\$171.16
8/24/2009	debit	Visa Card HDC Home Decorat	Rugs for ROD and Deputy Office	Renovation	R	-\$2,378.04
8/25/2009	check1894	Sandy Venegoni Franklin Coungy	reimbursement: Fidlar user meeting	Travel	R	-\$50.96
8/28/2009	check1896	Lana Stein	Archives Department	Temporary Employment	R	-\$180.00
8/31/2009	check1897	Glen Bates Home Depot	reimbursement for equip	Renovation	R	-\$77.45
9/8/2009	check1898		Gray design space planning for Room 127	Renovation	R	-\$1,350.00
9/10/2009	check1899	Diane Doggenforff For Glen Hardware	reimbursement for lights	Renovation	R	-\$32.37
9/10/2009	check1900	Donnie SnellingTreasurer/RAM	RAM Legal Services		R	-\$1,000.00
9/15/2009		Service Charge		Bank Charge	R	-\$59.16
9/17/2009	check1901	Lana Stein	Archives Department	Temporary Employment	R	-\$230.00
9/23/2009	check1902	MetroElectricSupply	light kit	Renovation	R	-\$114.55
9/23/2009	check1903	SALIAN COMMERCIAL	room 126 renovation 4th payment	Renovation	R	-\$21,783.51
10/1/2009	check1904	Lana Stein	Archives Department	Temporary Employment	R	-\$210.00
10/9/2009	check1907	Lana Stein	Archives Department	Temporary Employment	R	-\$220.00
10/15/2009		Service Charge		Bank Charge	R	-\$74.49
10/20/2009	check1905	Lana Stein	Archives Department	Temporary Employment	R	-\$110.00
10/26/2009	check1906	Hewlett Packard In46638496	hp server	Techology:Hardware	R	-\$3,952.00
10/27/2009		Superior Binding Group LLC	metal sign and wood lettering	Renovation	R	-\$3,144.00
11/12/2009	check1909	Lana Stein	Archives Department	Temporary Employment	R	-\$180.00
11/16/2009		Service Charge		Bank Charge	R	-\$100.10
11/24/2009	check1910	Lana Stein	Archives Department	Temporary Employment	R	-\$130.00
12/3/2009	check1911	Metro Electric Supply	lights	Renovation	R	-\$337.65
12/7/2009	check1912	Glen Bates Lowes	shop vac	Renovation	R	-\$50.97
12/14/2009		Service Charge		Bank Charge	R	-\$54.52
12/21/2009	check1913	AOS,LLC	Multiple invoices for hardware\software	Techology:Hardware	R	-\$7,653.33
1/13/2010	check1914	Lana Stein	Archives Department	Temporary Employment	R	-\$100.00
1/15/2010		Service Charge		Bank Charge	R	-\$68.64
2/1/2010	check1915	Lana Stein	Archives Department	Temporary Employment	R	-\$90.00
2/3/2010	check1916	Paint Supply Co Invoice 135221 & 135195	Paint through Facilities	Renovation	R	-\$538.80
2/4/2010	debit	Trip Ram Hotel Food	RAM Meeting	Travel	R	-\$2,077.93
2/9/2010	check1917	AOS>LLC	Network Equipment Maint contracts	Technology:Hardware	R	-\$7,199.02

Transaction

1/1/2009 through 7/15/2014

Date	Num	Description	Memo	Category	Tag	Clr	Amount
1/5/2009	check1850	Fidlar Companies Invoice0803823	Data Replication	Technology: software	R		-\$8,000.00
1/6/2009	check1851	Lana Stein	Archives Department	Temporary Employment	R		-\$120.00
1/9/2009	check1852	Lana Stein	Archives Department	Temporary Employment	R		-\$120.00
1/14/2009	CHECK1853	RENT A CENTER	Presidential Inagural		R		-\$102.20
1/15/2009		Service Charge		Bank Charge	R		-\$46.62
1/22/2009	check1854	Lana Stein	Archives Department	Temporary Employment	R		-\$120.00
2/5/2009	check1855	Lana Stein	Archives Department	Temporary Employment	R		-\$240.00
2/12/2009	check1856	FIDLAR Companies	Book scanning hardware	Technology:Hardware	R		-\$9,490.00
2/13/2009		Service Charge		Bank Charge	R		-\$61.82
2/19/2009		1033 Dishonored Check					-\$100.00
2/19/2009	Check1857	Lana Stein	Archives Department	Temporary Employment	R		-\$160.00
2/26/2009	debit	Jefferson City Card Payments (See statement)	Legislation Meeting	Travel	R		-\$541.93
2/26/2009		Check Return	Check Return Fee	Bank Charge	R		-\$100.00
2/27/2009	check1858	FI DLAR COMPANIES InvoiceSS3168	HP server	Technology:Hardware	R		-\$7,323.00
3/5/2009	check1859	Lana Stein	Archives Department	Temporary Employment	R		-\$230.00
3/13/2009		Service Charge		Bank Charge	R		-\$69.47
3/19/2009	C heck1860	Lana Stein	Archives Department	Temporary Employment	R		-\$230.00
3/23/2009	check1861	AOSLLC Invoice G10008113	Anti Virus Renewal	Technology:Software	R		-\$1,059.50
4/2/2009	check 1863	LANA STEIN	Archives Department	Temporary Employment	R		-\$215.00
4/8/2009	debit	Network Solutions	stlouiscityrecorder.org domain registration	Technology:Software	R		-\$161.91
4/14/2009		Service Charge			R		-\$171.89
4/15/2009	check1864	CDW Government, Inc InvoiceLNQSS5834	Renewal	Techology: software	R		-\$500.00
4/16/2009	check1865	Lana Stein	Archives Department	Temporary Employment	R		-\$180.00
4/19/2009	check1866	AOS>LLC	Network Equipment	Technology:Hardware	R		-\$10,485.52
4/27/2009	check1867	FIDLAR Installment 13	Lifecycle Agreement	Technology:Hardware	R		-\$30,000.00
5/13/2009	check1868	Shaw Industries, Inc INvoice 3851661	room 129a renovation	Renovation	R		-\$1,626.81
5/14/2009	check1869	Underground Record Management LLC	Offsite storage	Storage	R		-\$240.00
5/14/2009		Service Charge		Bank Charge	R		-\$148.89
6/5/2009	CHECK1870	SALIAN COMMERCIAL	room 126 renovation 1st payment	Renovation	R		-\$24,310.12
6/5/2009	Check1871	Glen Bates Home Depot	reimbursement - wall hangers	Renovation	R		-\$22.46
6/8/2009	CHECK1872	Lana Stein	Archives Department	Temporary Employment	R		-\$250.00
6/9/2009	check1873	Grainger Company	ac unit	Renovation	R		-\$1,070.10
6/12/2009		Service Charge		Bank Charge	R		-\$77.54
6/22/2009	check1874	Grainger Company	ac unit	Renovation	R		-\$1,302.30
6/25/2009	check1875	Lana Stein	Archives Department	Temporary Employment	R		-\$230.00
6/25/2009	check1876	McGuire Moving & Storage	moving	Renovation	R		-\$1,822.00
7/2/2009	check1877	Glen Bates Lowes	reimbursement - data jacks& plates	Renovation	R		-\$63.17
7/9/2009	check1878	Lana Sten	Archives Department	Temporary Employment	R		-\$240.00
7/14/2009		Service Charge		Bank Charge	R		-\$69.54

2/11/2010	check1918	Fidlar Companies `16th Payment	Lifecycle Agreement	Technology:Software	R	-\$30,000.00
2/12/2010		Service Charge		Bank Charge	R	-\$66.05
2/16/2010	check1919	Lana Stein	Archives Department	Temporary Employment	R	-\$140.00
2/22/2010	check1920	Fidlar Companies Invoice0803834	Hardware Maintenance Agreement	Technology:Hardware	R	-\$18,027.25
2/25/2010	check1921	Carol Evans	reimbursment for brackets	Renovation	R	-\$169.54
3/9/2010	check1922	AOSLLC Invoice G10032898	Network storage upgrade	Technology:Hardware	R	-\$6,205.44
3/11/2010	check1923	Lana Stein	Archives Department	Temporary Employment	R	-\$100.00
3/12/2010		Service Charge		Bank Charge	R	-\$66.62
3/22/2010	chevj1924	Fidlar Company Invoice 803895	Data Replication	Technology:Software	R	-\$2,255.50
3/23/2010	CHECK1925	Sandy Venegoni	Reimbursement for light bulbs	Renovation	R	-\$22.00
3/24/2010	check1926	Lana Stein	Archives Department	Temporary Employment	R	-\$140.00
3/25/2010	check1927	McGuire Moving And Storage	Move from Globe Building	Renovation	R	-\$6,913.00
3/25/2010	check1928	Numara Software, Inc	Software License Renewal	Technology:Software	R	-\$900.00
3/25/2010	check1929	Peggy Meeker	RAM Meeting Reimbursement	Travel	R	-\$17.06
3/25/2010	check1930	Debbie Mask	RAM Meeting Reimbursement	Travel	R	-\$15.29
3/30/2010	CHECK1931	Metro Electric Supply	Lighting for Renovation	Renovation	R	-\$50.00
4/2/2010	EFT	DLX	Purchase of Checks	Office Supplies	R	-\$57.40
4/6/2010	CHECK	Longley Systems Inc	Timekeeping Software	Technology:Software	R	-\$6,080.51
4/6/2010	CHECK 1933	AT&T	Data Circuit Bill	Technology:Communications	R	-\$952.59
4/9/2010		Started use of electronic banking	Balance adjustment			-\$1,240.45
4/9/2010	check1934	Hewlett-Packard Co	HP Server	Technology:Hardware	R	-\$4,147.00
4/12/2010	check1935	Peggy Meeker Fidlar Users Meeting	Fidlar Meeting Reimbursement	Travel	R	-\$100.00
4/12/2010	check1936	Debbie Mask Fidlar Users Meeting	Fidlar Meeting Reimbursement	Travel	R	-\$100.00
4/12/2010	check 1937	Sandy Venegoni Fidlar Users Meeting	Fidlar Meeting Reimbursement	Travel	R	-\$100.00
4/12/2010	check1938	Fidlar Glen Bates	Fidlar Meeting Reimbursement	Travel	R	-\$100.00
4/14/2010		Service Charge		Bank Charge	R	-\$80.86
4/16/2010	debit	Reem Gas - Trip Tp Fidlar	Travel to/from Fidlar	Auto:Fuel	R	-\$44.00
4/19/2010	debit	Caseys Gas - return Trip Tp Fidlar	Travel to/from Fidlar	Auto:Fuel	R	-\$47.01
4/23/2010	CHECK1940	Glen Bates Fidlar Users Meeting	Fuel Reimbursement	Auto:Fuel	R	-\$47.65
4/28/2010	check1941	Lana Stein	Archives Department	Temporary Employment	R	-\$280.00
4/28/2010	check1942	A T & T Internet		Technology:Communications	R	-\$413.00
5/10/2010	check1943	AT&T		Technology:Communications	R	-\$946.69
5/10/2010	check1944	Verizon Wireless	Data for Disaster Recovery	Technology:Communications	R	-\$192.13
5/14/2010		Service Charge		Bank Charge	R	-\$78.94
5/24/2010	debit	Ram Trip Hotel Food Gas	RAM Meeting	Travel	R	-\$2,077.93
6/10/2010	check1945	Rudy Brynac Archive	Archives Department	Temporary Employment	R	-\$240.00
6/10/2010	check1946	Keil Parking Intern Archive June , July Aug	Rudy Brynac Parking	Auto	R	-\$170.00
6/14/2010		Service Charge		Bank Charge	R	-\$70.11
6/22/2010	check1947	Lana Stein	Archives Department	Temporary Employment	R	-\$150.00
6/24/2010	check1948	Rudy Brynac Archive	Archives Department	Temporary Employment	R	-\$1,200.00
7/9/2010	check1949	Rudy Brynac	Archives Department	Temporary Employment	R	-\$1,155.00
7/12/2010	check1950	US Postal Service	Postage Stamps	Office Supplies	R	-\$88.00
7/14/2010		Service Charge		Bank Charge	R	-\$97.51
7/20/2010	debit	A1 Corp. Hardware	Lock Sets	Renovation	R	-\$212.50
7/21/2010	check1951	Rudy Brynac	Archives Department	Temporary Employment	R	-\$600.00

8/4/2010	CHECK1952	Debbie Mask	Legislation Meeting	Travel	R	-\$147.00
8/5/2010	CHECK1953	Rudy Brynac	Archives Department	Temporary Employment	R	-\$960.00
8/9/2010	CHECK1955	Datamax	Copier agreement	Technology:Hardware	R	-\$1,398.00
8/9/2010	CHECK1954	Fidlar Technologies	Lifecycle Agreement	Technology:Hardware	R	-\$32,391.00
8/10/2010	CHECK1956	CDW Government Inc	Software	Technology:Hardware	R	-\$741.34
8/13/2010		Service Charge		Bank Charge	R	-\$64.18
8/23/2010	CHECK1957	Rudy Brynac	Archives Department	Temporary Employment	R	-\$1,200.00
8/27/2010	CHECK1958	Computer St. Louis	Anti Virus Renewal	Technology:Software	R	-\$930.80
8/27/2010	CHECK1959	Rudy Brynac	Archives Department	Temporary Employment	R	-\$600.00
9/8/2010	check1960	Peggy Meeker Prep Meeting	Travel to/from Prep Meeting	Travel	R	-\$48.33
9/13/2010	debit	Software Media.Com	Software for Web Development	Technology:Software	R	-\$2,552.00
9/20/2010	CHECK1961	Datamax	Copier agreement 06/15/2010	Technology:Hardware	R	-\$460.39
9/23/2010	CHECK1962	Datamax Stl Leasing	Copier agreement 09/15/2010	Technology:Hardware	R	-\$1,208.53
9/24/2010	CHECK1963	Marie Ceselski/Web Books	Books for web development	Technology:Software	R	-\$55.39
9/29/2010		Service Charge		Bank Charge	R	-\$145.23
10/4/2010	CHARG	APPLE PRODUCTS	IPAD Application	Technology:Hardware	R	-\$32.96
10/4/2010	CHARG	APPLE PRODUCTS	IPAD Application	Technology:Hardware	R	-\$42.96
10/5/2010	CHARG	APPLE PRODUCTS	IPAD Application	Technology:Hardware	R	-\$2.99
10/5/2010	CHARG	APPLE PRODUCTS	IPAD Application	Technology:Hardware	R	-\$52.95
10/7/2010	CHECK1965	Glen Bates /Netbook Case/Best Buy	IPAD Accessories	Technology:Hardware	R	-\$75.88
10/12/2010	CHECK1967	Marie Ceselski/Web Books	Books for web development	Technology:Software	R	-\$66.23
10/15/2010		Service Charge		Bank Charge	R	-\$114.76
10/28/2010	CHECK1969	Fidlar Technologies	Lifecycle Agreement	Technology:Hardware	R	-\$33,600.00
11/5/2010	CHECK 1970	PEGGY MEEKER MAC CONFERENCE	MAC Conference Travel	Travel	R	-\$25.00
11/15/2010		Service Charge		Bank Charge	R	-\$60.57
11/16/2010	CHECK1971	Datamax	Copier Maintenance	Technology:Hardware	R	-\$975.00
11/16/2010	debit	BEST BUY	IPAD Hardware	Technology:Hardware	R	-\$39.37
12/1/2010	CHECK 1972	DATAMAX	Copier Maintenance	Technology:Hardware	R	-\$310.81
12/14/2010		Service Charge		Bank Charge	R	-\$74.69
1/5/2011	check1973	Verizon Wireless	Data for Disaster Recovery	Technology:Communications	R	-\$384.32
1/5/2011	check1974	A T & T	Internet Services	Technology:Communications	R	-\$180.84
1/5/2011	check1975	A T & T Internet Service	Internet Services	Technology:Communications	R	-\$425.39
1/5/2011	check1976	Fidlar	Invoice# 0804642	Technology:Software	R	-\$1,758.86
1/5/2011	check1977	Datamax	Copier Lease	Technology:Hardware	R	-\$460.39
1/14/2011	Debit	Micro Service Call	Microsoft Service Call	Technology:Hardware		-\$259.00
1/14/2011		Service Charge		Bank Charge	R	-\$181.72
1/19/2011	check1978	DATAMAX	Copier Maintenance	Technology:Hardware	R	-\$975.00
2/3/2011	CHECK1979	FIDLAR 4 OF 12 QUARTERLY INSTALLMENTS	Lifecycle Agreement	Technology:Software	R	-\$31,910.84
2/9/2011	debit	RAM St. Louis #247619710402008375	Name Tags for RAM	Office Supplies	R	-\$109.66
2/10/2011	check 1980	AOS, LLC Invoice #G10035596	Network storage upgrade	Technology:Hardware	R	-\$12,559.35
2/14/2011		Service Charge		Bank Charge	R	-\$72.82
2/24/2011	check1981	AT&T	Internet Services	Technology:Communications	R	-\$90.42
2/24/2011	check1982	Verizon Wireless	Data for Disaster Recovery	Technology:Communications	R	-\$192.18
2/24/2011	check1983	AOS	Network Storage	Technology:Hardware	R	-\$7,291.50
3/4/2011	check1984	Sharon Brinkman Iacreat Air Flight	Travel Reimbursement	Travel	R	-\$372.40

3/7/2011	check1985	CDW Governmnt	SQL Server Software Licensing)	Technology:Software	R	-\$6,905.01
3/8/2011	check1986	CDW GOVERNMENT Invoice WNW8790	HP Server (AVID Upgrade)	Technology:Hardware	R	-\$31,703.77
3/8/2011	check1987	CDW Government, Inc In WNP9102	Fujitsu Scanners (AVID Upgrade)	Technology:Hardware	R	-\$24,330.94
3/8/2011	check1988	CDW Gov In WQM6708,WPK7451,WPI6937,WQC8194	HP Server (AVID Upgrade)	Technology:Hardware	R	-\$18,404.94
3/14/2011		Service Charge		Bank Charge	R	-\$67.45
3/21/2011	CHECK1989	Peggy Meeker DistricT 3/16 PREP MEETING 3/17	RAM Meeting Reimbursement	Travel	R	-\$73.11
3/29/2011	check1990	CDW Government #invoiceWTJ9013	HP Workstations	Technology:Hardware	R	-\$11,899.07
3/29/2011	debit	Pc/name Tag Co	RAM Conference Supplies	Office Supplies	R	-\$41.53
3/31/2011	debit	Pc/name Tag Co	RAM Conference Supplies	Office Supplies	R	-\$30.48
4/5/2011	check1991	RAM Extra Meals Staff - Conference	RAM Meeting	Travel	R	-\$950.00
4/14/2011		Service Charge		Bank Charge	R	-\$84.68
4/19/2011	debit	Conference Cost Chase Park Plaza Ram	RAM Meeting	Travel	R	-\$1,184.26
4/20/2011	check1992	Glen Bates Ram Silent Auction For Office	Wall Clock	Office Supplies	R	-\$50.00
5/13/2011		Service Charge		Bank Charge	R	-\$119.93
5/27/2011	check1993	Rudy Brynac	Archives Department	Temporary Employment	R	-\$384.00
6/9/2011	check1995	Rudy Brynac Intern Archive	Archives Department	Temporary Employment	R	-\$768.00
6/14/2011		Service Charge		Bank Charge	R	-\$64.49
6/15/2011	check1996	Quantum Technologies	Printer Repairs	Technology:Hardware	R	-\$523.00
6/23/2011	check1997	Rudy Brynac Intern Archive	Archives Department	Temporary Employment	R	-\$960.00
6/28/2011	debit	P Meeker Iacreat	IACREOT Travel	Travel	R	-\$25.68
7/1/2011	CHARG	USAIRWAY P. Meeker	IACREOT Travel	Travel	R	-\$110.00
7/1/2011	CHARG	TajMahal Iacreat P. Meeker	IACREOT Travel	Travel	R	-\$471.44
7/5/2011	check1998	Glen BatesJoplin	RAM Meeting Reimbursement	Travel	R	-\$286.00
7/5/2011	check1999	Quantum Technologies	PLAT SCANNER Maintenance	Technology:Hardware	R	-\$404.00
7/6/2011	check2000	World Wide Tech, Inc Inoice2564143	Uninterruptable Power Supply	Technology:Hardware	R	-\$1,022.50
7/7/2011	check2001	Rudy Brynac Intern Archive	Archives Department	Temporary Employment	R	-\$864.00
7/11/2011	check2002	Peggy Meeker Iacreat Conference	IACREOT Travel	Travel	R	-\$159.04
7/15/2011		Service Charge		Bank Charge	R	-\$83.55
7/19/2011	CHECK2003	Peggy Meeker/Recorder Assoc. District Meeting	RAM Meeting Reimbursement	Travel	R	-\$119.77
7/20/2011	CHECK2004	Rudy Brynac/Intern Archive	Archives Department	Temporary Employment	R	-\$864.00
8/1/2011	CHECK 2005	Christine Bartoni/Notary Stamp	Notary Stamp	Office Supplies	R	-\$24.94
8/3/2011	CHECK2006	Fidlar Technologies Inc/Quarterly Installment 6 Of 12	Lifecycle Agreement	Technology:Hardware	R	-\$29,262.30
8/3/2011	CHECK2007	World Wide Technology Inc/Hp Servers	HP Server	Technology:Hardware	R	-\$17,734.10
8/12/2011	CHECK2008	Rudy Brynac	Archives Department	Temporary Employment	R	-\$1,380.00
8/12/2011		Service Charge		Bank Charge	R	-\$74.81
9/13/2011	check2009	Fidler Technologies, Inc 5 Of 12	Lifecycle Agreement	Technology:Software	R	-\$33,600.00
9/15/2011	check2010	Warehouse Of Fixtures	Office Chairs	Office Supplies	R	-\$789.65
9/15/2011		Service Charge		Bank Charge	R	-\$135.71
9/21/2011	check2011	World Wide Tech, Inc Invoice2630428	Computer	Technology:Hardware	R	-\$4,151.62
9/27/2011	check2012	Glen Bates RAM Meeting Columbia, Mo	RAM Meeting Reimbursement	Travel	R	-\$146.25
9/27/2011	check2013	Peggy Meeker RAM Meeting Columbia,Mo	RAM Meeting Reimbursement	Travel	R	-\$146.25
10/17/2011		Service Charge		Bank Charge	R	-\$88.46
10/24/2011	debit	APPLE PRODUCTS	IPAD Office APP	Technology:Software	R	-\$1.98
11/15/2011		Service Charge		Bank Charge	R	-\$80.32
11/18/2011	check2014	DeLage Landen Financial Service, Inc	Network storage Lease	Technology:Hardware	R	-\$517.55

12/14/2011		Service Charge			R	-\$76.85
1/4/2012	CHECK2016	Quantum Technologies	Printer Repairs	Technology:Hardware	R	-\$619.00
1/5/2012	CHECK2015	RUDY BRYNAC ARCHIVE	Archives Department	Temporary Employment	R	-\$504.00
1/12/2012	check 2021	Rudy Brynac	Archives Department	Temporary Employment	R	-\$576.00
1/12/2012	check2017	AOS, LLC Invoive #G10038300	Network Hardware Maintenance Renewal	Technology:Hardware	R	-\$4,750.98
1/12/2012	check2018	AOS,LLC #G10038314	Hardware Install	Technology:Hardware	R	-\$2,225.00
1/12/2012	check2019	Fidlar Technologies Invoice 0805718IN	Data Replication	Technology:Software	R	-\$8,372.57
1/17/2012		Service Charge		Bank Charge	R	-\$126.63
1/18/2012	check2022	Underground Record Management LLC	Microfilm Storage	Storage	R	-\$1,265.77
1/19/2012	check2023	AOs,LLC Iron Port Single Apllicance Bundle G100383668	Web Content Filter Licensing	Technology:Hardware	R	-\$6,860.43
1/23/2012	check2025	RECORDER OF DEEDS Kansas City	RAM Meeting Reimbursement	Travel	R	-\$100.00
2/14/2012		Service Charge		Bank Charge	R	-\$79.21
2/16/2012	check2026	DeLage Landen Financial Service, Inc	Network storage Lease	Technology:Hardware	R	-\$643.38
2/24/2012	check2027	Logmein, Inc	Software Maintenance Contract	Technology:Hardware	R	-\$2,240.00
2/24/2012	check2028	Fidlar Tech, Inc Invoice 805794	Hardware Maintenance Agreement	Technology:Hardware	R	-\$5,849.67
2/24/2012	check2029	FidlarTech Inc InvoiceM3807,M3782,M3684A	Hands Free Microfilm	Technology:Software	R	-\$4,234.53
2/28/2012	check2030	Numara Software, Inc	Software Maintenance Contract	Technology:Software	R	-\$778.00
3/1/2012	CHARG	APPLE PRODUCTS	IPAD Application	Technology:Software	R	-\$4.99
3/5/2012	check2031	DeLageLanden	Network storage Lease	Technology:Hardware	R	-\$517.55
3/14/2012		Service Charge		Bank Charge	R	-\$81.09
4/3/2012	check2032	Recorders Association Of Missouri	RAM Registration		R	-\$350.00
4/3/2012	check2033	DeLageLanden	Network storage Lease	Technology:Hardware	R	-\$539.97
4/3/2012	check2034	Sharon Brinkman Iacreat Air Flight	Airline Travel Payment	Travel	R	-\$699.20
4/4/2012	CHARG	Office Max	Receipt Printer Paper	Office Supplies		-\$60.71
4/5/2012	debit	Iacreat Membership P. Meeker & C Allbright And Office Max	IACREOT Travel	Travel	R	-\$1,090.71
4/13/2012	check2035	Longley Systems Inc	Timekeeping Hardware	Technology:Hardware	R	-\$1,817.75
4/13/2012		Service Charge		Bank Charge	R	-\$86.50
4/18/2012	check2036	Peggy Meeker Kansas City Ram	RAM Meeting Reimbursement	Travel	R	-\$271.00
4/18/2012	check2037	Glen Bates Kansas City Ram	RAM Meeting Reimbursement	Travel	R	-\$271.00
4/30/2012	check2038	St Charles Ins Agency, Inc	Bond Insurance	Office:Personnel	R	-\$100.00
4/30/2012	Check 2039	Longley Systems, Inc Paid 5-1-12 To 4-30-13	Timekeeping Software	Technology:Software	R	-\$1,626.80
4/30/2012	check2040	Fidlar Companies Invoice 0806095 Quarterly Ins 9 Of 12 Minus	Lifecycle Agreement	Technology:Software	R	-\$31,109.35
4/30/2012	check2041	Glen Bates Fidlar Educational Sym. Rock Island, Il	Fidlar Meeting Reimbursement	Travel	R	-\$239.00
5/1/2012	check2042	DeLageLandenInvoice 13463854	Network storage Lease	Technology:Hardware	R	-\$539.97
5/2/2012	CHARG	Intercontinental Recorders Conference Kansas City, Mo	Hotel for RAM Conference	Travel	R	-\$2,208.34
5/14/2012		Service Charge		Bank Charge	R	-\$81.05
6/14/2012		Service Charge		Bank Charge	R	-\$79.66
6/29/2012	debit	Hyatt Albuquerque Iacreat Conference	IACREOT Travel	Travel	R	-\$73.21
7/2/2012	check2043	Peggy Meeker	IACREOT Travel	Travel	R	-\$94.00
7/2/2012	check2044	Claudia Allbright	IACREOT Travel	Travel	R	-\$94.00
7/5/2012	debit	Hyatt Albuquerque Iacreat Conference	IACREOT Travel	Travel	R	-\$760.10
7/16/2012		Service Charge		Bank Charge	R	-\$104.42
8/6/2012	check2045	CDW-G N080965,N108740.N403871	Multiple invoices	Technology:Hardware	R	-\$2,105.82
8/14/2012		Service Charge		Bank Charge	R	-\$89.82
8/27/2012	check2046	CDW-G	Printer	Technology:Hardware	R	-\$548.60

9/17/2012		Service Charge		Bank Charge	R	-\$90.04
9/21/2012	check2047	Sharon Quigley Carpenter Reimbursement RAM	RAM Meeting Reimbursement	Travel	R	-\$68.00
9/26/2012	check2048	Peggy Meeker Ram Meeting	RAM Meeting Reimbursement	Travel	R	-\$22.12
9/27/2012	debit	Sharon Jefferson City	Legislation Meeting	Travel	R	-\$79.16
9/27/2012		Peggy Jefferson City	Legislation Meeting	Travel	R	-\$79.16
10/15/2012		Service Charge		Bank Charge	R	-\$79.06
10/30/2012	check2049	Microtek Document Imaging System	Microfilm Reader Repair	Technology:Hardware	R	-\$465.00
10/30/2012	check2050	Quantum Technologies In 55376	PLAT SCANNER Maintenance	Technology:Hardware	R	-\$1,987.50
11/15/2012	check2051	Fidlar Company	Hands Free Microfilm	Technology:Software	R	-\$279.43
11/15/2012		Service Charge		Bank Charge	R	-\$89.71
11/26/2012	check2052	Claudia Albright Clay, Mo	RAM Meeting Reimbursement	Travel	R	-\$65.00
11/26/2012	check2053	Peggy Meeker Clay, Mo	RAM Meeting Reimbursement	Travel	R	-\$65.00
11/30/2012	debit	Holiday Inn Express	MAC Express	Travel	R	-\$526.30
12/3/2012	check2054	Fidlar Technologies	Hands Free Microfilm	Technology:Software	R	-\$2,887.95
12/14/2012		Service Charge		Bank Charge	R	-\$77.89
1/9/2013	check2055	Fidlar Tech Inc Invoice 0806946 Annual Off-site Storage	Data Replication	Technology:Software	R	-\$13,000.00
1/14/2013		Service Charge		Bank Charge	R	-\$127.24
2/5/2013	check 2056	Claudia Albright RAM Meeting2-11-13Camden	RAM Meeting Reimbursement	Travel	R	-\$65.00
2/5/2013	check2057	Glen Bates Ram Meeting 2-11-13 Camden	RAM Meeting Reimbursement	Travel	R	-\$201.56
2/5/2013	check 2058	Peggy Meeker RAM Meeting 2-11-13 Camden	RAM Meeting Reimbursement	Travel	R	-\$201.56
2/14/2013	debit	Lake Ozark,Mo. Records Meeting	RAM Meeting	Travel	R	-\$242.54
2/15/2013	check2059	LogMein, Inc			R	-\$2,570.00
3/11/2013	check 2060	AOS In G10041239 &In G10041240	Network Hardware Maintenance Renewal	Technology:Hardware	R	-\$13,479.34
3/14/2013		Service Charge			R	-\$97.19
3/19/2013	check2061	Glen Bates RAM Conference Lake Of Ozark Gas	RAM Meeting Reimbursement	Travel	R	-\$136.00
3/19/2013	check2062	Peggy Meeker RAM Conference Lake Of Ozark Gas	RAM Meeting Reimbursement	Travel	R	-\$136.00
3/25/2013	debit	Joanies TO Go Per Sqc Meeting		Office Supplies	R	-\$94.41
3/27/2013		Service Charge		Bank Charge	R	-\$77.52
3/28/2013	check2063	TERRY GARRETT (RAMS CONFERENCE)	RAM Meeting Reimbursement	Office Supplies	R	-\$121.37
4/2/2013	check2064	Fidlar Invoice M5044U-In	Hands Free Microfilm	Technology:Software	R	-\$1,385.06
4/8/2013	debit	Camden On The Lake	RAM Meeting	Travel	R	-\$526.28
4/11/2013	check2065	Longley Systems Inc 13544			R	-\$1,025.90
4/12/2013	debit	Access Courier	RAM Shipment	Courier	R	-\$47.57
4/15/2013	debit	Access Courier	RAM Shipment	Courier	R	-\$24.95
4/16/2013		Service Charge		Bank Charge	R	-\$257.38
5/1/2013	check2066	Fidlar Technologies0807398	Monarch Software Installation	Technology:Software	R	-\$1,118.94
5/14/2013		Service Charge		Bank Charge	R	-\$104.25
5/15/2013	check2067	Mono Machine LLC	High Volume Shredder	Office Supplies	R	-\$2,752.61
5/15/2013	debit	Rock Island Meeting With Fidlar Peggy, Donna , Glen	Fidlar Meeting	Travel	R	-\$604.94
6/3/2013	debit	Joanies To Go Fidlar Lunch	Food for Fidlar Meeting	Travel	R	-\$68.89
6/3/2013		Service Charge		Bank Charge	R	-\$100.63
7/2/2013	check2068	Glen Bates Fidlar Trip Gas	Fidlar Meeting Reimbursement	Travel	R	-\$60.51
7/15/2013		Service Charge		Bank Charge	R	-\$120.78
7/24/2013	check2069	Computer St. Louis Invoice 30603	Anti Virus Renewal	Technology:Software	R	-\$883.35
8/5/2013	check2070	Forte	Credit Card Machines	Technology:Hardware	R	-\$717.00

8/5/2013	check 2071	Microtek Document Imaging Systems, Inc Invoice 1530	Microfilm Reader Repair	Technology:Hardware	R	-\$940.00
8/9/2013	check2073	RICOH 6months Pay	PLAT Scanner Contract	Technology:Hardware	R	-\$1,704.00
8/9/2013	check2072	Patty Ellison Brown Notary	Notary Public	Office:Personnel	R	-\$35.90
8/22/2013	check2074	Microtek Document Imaging Systems Inc Invoice 1716	Microfilm Reader Repair	Technology:Hardware	R	-\$2,430.00
8/29/2013		Service Charge		Bank Charge	R	-\$163.57
9/12/2013	Check2075	Harry Kennedy Jefferson City Legislative Meeting	Legislation Meeting	Travel	R	-\$154.70
9/16/2013		Service Charge		Bank Charge	R	-\$100.23
9/17/2013	check2076	Claudia Allbright RAM Farmington, Mo	RAM Meeting Reimbursement	Travel	R	-\$156.00
9/21/2013	debit	Peggy Meeker Fuel Jefferson City Legislative	Fuel for Legislation Meeting	Travel	R	-\$39.79
9/22/2013	debit	Peggy Meeker Jefferson City, Mo Legislative Food	Food for Legislation Meeting	Travel	R	-\$17.74
9/23/2013	check2077	Glen Bates Home Depot	Reimbursement for cleaning supplies	Office Supplies	R	-\$21.10
9/24/2013	debit	Wal-mart Supplies Floorcare		Office Supplies	R	-\$47.53
9/24/2013	debit	Peggy Meeker Capital Plaza Hotel Jefferson City Mo Legislative		Travel	R	-\$84.53
9/25/2013	CHECK2078	Superior Building Group	Renovation in Room 127 & 128 Payment 1	Renovation	R	-\$68,137.20
9/25/2013	debit	Home Depot Supplies	Renovation	Office Supplies	R	-\$37.23
9/25/2013	debit	Capital Plaza, Jefferson City Recorders	Legislation Meeting	Travel	R	-\$13.72
9/30/2013	check2079	Land Clearance For Redevelopment Authority	Mayor Luncheon Meeting	Travel	R	-\$75.00
10/4/2013	debit	Peggy Meeker Fuel Fidar Tech	Legislation Meeting	Travel	R	-\$35.54
10/4/2013	debit	Peggy Meeker Fuel Fidar Tech	Legislation Meeting	Travel	R	-\$36.01
10/7/2013	check2081	Glen Bates Lowes, Home Depot, ROcheport, Mo. Fidar Meetin	Reimbursement for travel and supplies	Travel	R	-\$95.35
10/15/2013		Service Charge		Bank Charge	R	-\$107.50
10/17/2013	debit	Hobby Lobby Microfilm, Marriage Dept	Renovation	Office Supplies	R	-\$229.97
10/19/2013	debit	Fuel MAC Meeting	MAC Meeting	Travel	R	-\$43.88
10/19/2013	debit	Black Bear Lodge Tan-Tar-A Resort Peggy M & Claudia	MAC Meeting	Travel	R	-\$47.98
10/20/2013	debit	Bob Evans Peggy M & Claudia MAC Osage Beach, Mo	MAC Meeting	Travel	R	-\$22.62
10/20/2013	debit	SBarro Pizza Express Mac Meeting Meeker, Allbright, Harry	MAC Meeting	Travel	R	-\$50.38
10/21/2013	debit	Fuel MAC Meeting	MAC Meeting	Travel	R	-\$38.02
10/21/2013	debit	Kays Restaurant Meeker, Allbright, Sharon C, Harry	MAC Meeting	Travel	R	-\$55.61
10/21/2013	debit	Claudia Allbright MAC Meeting Tan-Tar-A	MAC Meeting	Travel	R	-\$182.74
10/21/2013	debit	Peggy Meeker MAC Meeting Tan-Tar-A	MAC Meeting	Travel	R	-\$182.74
10/21/2013	debit	Harry Kennedy MAC Meeting Tan-Tar_a	MAC Meeting	Travel	R	-\$182.74
10/22/2013	check2082	Harry Kennedy Reimbursment Food, Fuel MAC Conference Osa	Reimbursement for Conference	Travel	R	-\$72.50
10/30/2013	debit	GooneyButter City Hall Open House Nov 2	Mayor Open House	Office Supplies	R	-\$45.00
10/30/2013	debit	Wal-Mart City Hall Open House Nov 2	Mayor Open House	Office Supplies	R	-\$11.59
10/30/2013	debit	Hobby Lobby-City Hall Open House Nov 2	Mayor Open House	Office Supplies	R	-\$306.47
10/30/2013	debit	Gordmans Architectura City Hall Open House Nov 2	Mayor Open House	Office Supplies	R	-\$99.97
10/30/2013	debit	Pint Size Bakery & Coffee City Hall Open House Nov 2	Mayor Open House	Office Supplies	R	-\$30.50
10/30/2013	check2083	Sharon Quigley Carpenter ReimbursmentFoodFuelHotel MAC C	Reimbursement for Conference	Travel	R	-\$331.29
11/5/2013	check2084	Superior Building Group LLC	Renovation in Room 127 & 128 Payment 2	Renovation	R	-\$25,128.90
11/15/2013		Service Charge		Bank Charge	R	-\$130.04
11/21/2013	debit	Lowes Cleaning Supplies	Cleaning Supplies	Renovation	R	-\$31.07
11/26/2013	check2085	Fidar Tech Quarterly Ins 3 Of 12 10/13 12/13	Lifecycle Agreement	Technology:Software	R	-\$6,495.49
12/4/2013	debit	Apl Apple Itunes P. Meeker	Accidental Purchase (Reimbursed)	Technology:Software	R	-\$6.99
12/9/2013	check2086	Superior Building Group Final Payment 3	Renovation in Room 127 & 128 final	Renovation	R	-\$10,362.90
12/13/2013		Service Charge		Bank Charge	R	-\$107.67

4/15/2014	check2126	Claudia Allbright Reimbursement RAM Auction	Silent Auction Reimbursement	Travel	R	-\$132.67
4/16/2014	check2127	Chicago Title & Trust Company Refund#4615958	Transaction Refund	Refund	R	-\$15.00
4/21/2014	debit	Sullivan Mo RAM Steak-n-shake	Food	Travel	R	-\$15.47
4/22/2014	debit	St. Robert, Mo Exxonmobile C. Allbright RAM	Fuel	Travel	R	-\$47.51
4/23/2014	check2129	Centrue Bank Refund #4617506	Transaction Refund	Refund	R	-\$26.00
4/24/2014	debit	Branson, Mo Chateau Ram	Hotel for RAM Conference	Travel	R	-\$134.16
4/25/2014	debit	Gateway ToBran RAM C. Allbright	Fuel	Travel	R	-\$42.51
4/28/2014	debit	QT 655 Eureka, Mo RAM C. Allbright	Fuel	Travel	R	-\$26.00
4/28/2014	debit	Chateau On The Lake Branson, Mo RAM	Hotel for RAM Conference	Travel	R	-\$536.64
4/28/2014	debit	Chauteau On The Lake RAM	Hotel for RAM Conference	Travel	R	-\$536.64
4/28/2014	debit	Chauteau On The Lake RAM	Hotel for RAM Conference	Travel	R	-\$804.96
5/12/2014	check2130	Pulaski Bank Refund 4621854	Transaction Refund	Refund		-\$33.00
5/13/2014	check2131	Refund #4622003 Financila Dimenslons Inc	Transaction Refund	Refund		-\$23.00
5/13/2014	check2131	Refund #4622003 Financila Dimenslons Inc	Transaction Refund	Refund	R	-\$23.00
5/14/2014		Service Charge			R	-\$130.03
5/21/2014	debit	Jumer's Hotel Rock Island, Il	Hotel - Fidlar 7th Annual Ed Symposium	Education	R	-\$173.46
5/21/2014	debit	Jumer's Hotel Rock Island, Il	Hotel - Fidlar 7th Annual Ed Symposium	Education	R	-\$173.46
5/21/2014	debit	Jumer's Hotel Rock Island, Il	Hotel - Fidlar 7th Annual Ed Symposium	Education	R	-\$173.46
5/21/2014	check2134	Glen Bates	Fuel & Food Rock Island Il Fidlar	Travel:Education	R	-\$74.17
5/30/2014	Check2132	Pulaski Bank #4625774	Transaction Refund	Refund	R	-\$97.00
6/2/2014	check2133	Void	Wrong amount corrected with ck 2134			\$0.00
6/3/2014	check2135	University Products	Archival Document Repair Tape		R	-\$274.69
6/3/2014	check2136	Pulaski Bank 4626611	Transaction refund	Refund	R	-\$46.00
6/3/2014	check2137	Superior Building Group	Invoice 14-S2814-01 Cashier Window	Renovation	R	-\$1,225.00
6/6/2014	CHECK2138	SCOTT CREDIT UNION #4627945	Transaction Refund	Refund		-\$25.00
6/14/2014		Service Charge			R	-\$122.96
7/2/2014	check2139	Nadia Anderson	Microfilm Preservation			-\$480.00
7/7/2014	Check2140	TRUE TITLE	Refund #4635130			-\$25.00
7/7/2014	Check2142	First American Title	Made error in writing amount			\$0.00
7/7/2014	check2143	First American Title				-\$53.00

-\$1,116,469.44

1/1/2009 - 5/13/2014

NOTES: Sharon Quigley Carpenter is CO-Chair for RAM Legislation Committee
Peggy Meeker and Harry Kennedy are on Legislation Committee

TOTAL OUTFLOWS

-\$1,116,469.44

RAM: Recorders Association of Missouri

MAC: Missouri Association of Countlies

IACREOT: International Association of Clerks, Recorders, Election Officials & Treasurers

NET TOTAL

-\$1,116,469.44

All travel meets City and State Regulations

Refunds are for over payments on Recording Fees

RAM Conferences are required annual educational conferences.



P.O. Box 1800
Saint Paul, Minnesota 55101-0800

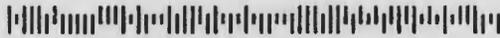
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Business Statement

Account Number: [REDACTED]

Statement Period:
Feb. 2, 2009
through
Feb. 28, 2009

Page 1 of 3



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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
1200 MARKET ST RM 126
SAINT LOUIS MO 63103-2804



To Contact U.S. Bank

Commercial Customer Service: 1-866-483-3335

Telecommunications Device for the Deaf: 1-800-685-5065

Internet: usbank.com

BASIC BUSINESS CHECKING WITH INTEREST Member FDI

Account Number [REDACTED]

U.S. Bank National Association

Account Summary

Beginning Balance on Feb. 2		\$	221,225.44	Interest Paid this Year	\$	3.18
Customer Deposits	20		18,191.50	Number of Days in Statement Period		28
Other Deposits	2		6.61			
Card Withdrawals	8		541.93-			
Other Withdrawals	2		161.82-			
Checks Paid	3		9,850.00-			
Ending Balance on Feb. 28, 2009		\$	228,869.80			

**U.S. Bank
Checking
That Pays[®]**

Reward Program Summary

All Rewards shown are as of Feb. 28, 2009

Cash Bonus Business

Check Card Number: [REDACTED]

Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 1.35	\$ 0.00	\$ 1.35	\$ 0.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Feb. 2	2023178301	573.75		Feb. 17	2325264123	908.00
	Feb. 3	2428559726	1,014.00		Feb. 18	2025728587	637.50
	Feb. 4	2023892782	1,256.50		Feb. 19	2325616956	2,340.00
	Feb. 5	2420251053	761.50		Feb. 20	2325830062	100.00
	Feb. 6	2522898887	774.50		Feb. 20	2325830059	852.75
	Feb. 9	2024278468	1,009.00		Feb. 23	2423485763	757.00
	Feb. 10	2324345458	776.25		Feb. 24	2326418051	1,106.50
	Feb. 11	2523839955	927.75		Feb. 25	2026675355	1,172.75
	Feb. 12	2524077761	686.25		Feb. 26	2525813752	708.25
	Feb. 13	2421934267	675.25		Feb. 27	2027019684	1,154.00

Total Customer Deposits \$ **18,191.50**



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]
 Statement Period:
 Feb. 2, 200:
 through
 Feb. 28, 200:



BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

Account Number [REDACTED]

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb. 26	Visa (Non-PIN) Return HOTEL DEVILLE	On 022409 JEFFERSON CT MO REF # 74610439056072012289 US1	6072012289 \$ 5.01
Feb. 27	Interest Paid	2700000066	1.51
Total Other Deposits			\$ 6.6

Card Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb. 25	Visa Purchase (Non-PIN) RIAS RESTAURANT	On 022409 JEFFERSON CI MO REF # 24736939055004125509 US1	5004125509 \$ 18.01
Feb. 25	Visa Purchase (Non-PIN) Q-STOP #3 10	On 022409 WARRENTON MO REF # 24164079055814229114 US1	5814229114 18.71
Feb. 25	Visa Purchase (Non-PIN) CRACKER BARREL #	On 022309 ST. LOUIS MO REF # 24341299055119311011 US1	5119311011 19.81
Feb. 25	Visa Purchase (Non-PIN) RIAS RESTAURANT	On 022409 JEFFERSON CI MO REF # 24736939055004125509 US1	5004125509 296.61
Feb. 26	Visa Purchase (Non-PIN) THREONENINEGRIL	On 022409 JEFFERSON CIT MO REF # 24308039056701861553 US1	6701861553 17.01
Feb. 26	Visa Purchase (Non-PIN) MADISON'S CAFE	On 022409 JEFFERSON CT MO REF # 24308039056701875166 US1	6701875166 22.21
Feb. 26	Visa Purchase (Non-PIN) HOTEL DEVILLE	On 022409 JEFFERSON CT MO REF # 24610439056072012289 US1	6072012289 72.01
Feb. 26	Visa Purchase (Non-PIN) HOTEL DEVILLE	On 022409 JEFFERSON CT MO REF # 24610439056072012289 US1	6072012289 77.11
Card [REDACTED] Withdrawals Subtotal			\$ 541.91
Total Card Withdrawals			\$ 541.91

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb. 12	Deposited Item Returned	1000942755	\$ 100.01
Feb. 13	Analysis Service Charge	1300000000	61.81
Total Other Withdrawals			\$ 161.81

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1854	Feb. 11	8992078493	120.00	1856	Feb. 17	0411604229	9,490.00
1855	Feb. 11	8992078494	240.00				
Conventional Checks Paid (3)							\$ 9,850.01



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:

Feb. 2, 2009

through

Feb. 28, 2009

BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

Account Number [REDACTED]

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb. 2	221,799.19	Feb. 11	227,958.69	Feb. 23	225,263.62
Feb. 3	222,813.19	Feb. 12	228,544.94	Feb. 24	226,370.12
Feb. 4	224,069.69	Feb. 13	229,158.37	Feb. 25	227,189.53
Feb. 5	224,831.19	Feb. 17	220,576.37	Feb. 26	227,714.25
Feb. 6	225,605.69	Feb. 18	221,213.87	Feb. 27	228,869.80
Feb. 9	226,614.69	Feb. 19	223,553.87		
Feb. 10	227,390.94	Feb. 20	224,506.62		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: January 2009

Account Number: [REDACTED] \$ 61.82

Analysis Service Charge assessed to [REDACTED] \$ 61.82

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	76		No Charge
Statement With Checks	1	10.00000	10.00
Subtotal: Depository Services			10.00
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	114	0.13000	14.82
Cash Vault Deposit-St Louis	19	1.00000	19.00
Mailed Receipts-St. Louis	18	1.00000	18.00
Subtotal: Cvs Coin/Currency			51.82
Fee Based Service Charges for Account Number [REDACTED]			\$ 61.82



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Business Statement

Account Number: [REDACTED]

Statement Period:
Mar. 2, 2009
through
Mar. 31, 2009

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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
1200 MARKET ST RM 126
SAINT LOUIS MO 63103-2804



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Internet: usbank.com

BASIC BUSINESS CHECKING WITH INTEREST

Member FDIC

Account Number [REDACTED]
U.S. Bank National Association

Account Summary

	# Items	\$		\$
Beginning Balance on Mar. 2		228,869.80	Interest Paid this Year	4.95
Customer Deposits	23	20,219.77	Number of Days in Statement Period	31
Other Deposits	1	1.77		
Card Withdrawals	1	161.91-		
Other Withdrawals	1	69.47-		
Checks Paid	4	8,772.50-		
Ending Balance on Mar. 31, 2009		\$ 240,087.46		



Reward Program Summary

All Rewards shown are as of Mar. 31, 2009

Cash Bonus Business

Check Card Number: [REDACTED]

Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 1.75	\$ 0.00	\$ 1.75	\$ 0.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar. 2	2424767702	814.00 ✓		Mar. 18	2020440173	770.75
	Mar. 3	2027813401	821.75 ✓		Mar. 19	2020595172	772.25
	Mar. 4	2327217381	2,482.25 ✓		Mar. 20	2321255303	1,395.00
	Mar. 6	2527688261	811.50 ✓		Mar. 23	2021073630	740.75
	Mar. 6	2028470066	1,009.75 ✓		Mar. 24	2428838678	722.00
	Mar. 9	2327999460	564.50 ✓		Mar. 25	2420173175	768.25
	Mar. 10	2528409998	988.25 ✓		Mar. 26	2522539189	726.75
	Mar. 11	2328419721	922.75 ✓		Mar. 27	2522825876	951.75
	Mar. 12	2426659452	936.25 ✓		Mar. 30	2523155496	174.27
	Mar. 13	2520300578	792.75 ✓		Mar. 30	2421025874	668.00
	Mar. 16	2520694985	974.75 ✓		Mar. 31	2523507162	452.25
	Mar. 17	2427378824	959.25 ✓				

Total Customer Deposits \$ 20,219.77



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Mar. 2, 2009
 through
 Mar. 31, 2009



BASIC BUSINESS CHECKING WITH INTEREST (CONTINUED)

Account Number [REDACTED]

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar. 31	Interest Paid	3100000074	\$ 1.77
Total Other Deposits			\$ 1.77

Card Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar. 4	Card Number [REDACTED] Visa Purchase (Non-PIN) NETWORK SOLUTION	On 030209 888-642-9675 VA REF # 24610439062004024291 US1	2004024291 \$ 161.91-
Card [REDACTED] Withdrawals Subtotal			\$ 161.91-
Total Card Withdrawals			\$ 161.91-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar. 13	Analysis Service Charge	1300000000	\$ 69.47-
Total Other Withdrawals			\$ 69.47-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1857	Mar. 12	9394365926	160.00	1859	Mar. 12	9394365927	230.00
1858	Mar. 3	1013822376	7,323.00	1861*	Mar. 25	2522412562	1,059.50

* Gap in check sequence

Conventional Checks Paid (4) \$ 8,772.50-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar. 2	229,683.80	Mar. 12	230,345.89	Mar. 23	236,681.92
Mar. 3	223,182.55	Mar. 13	231,069.17	Mar. 24	237,403.92
Mar. 4	225,502.89	Mar. 16	232,043.92	Mar. 25	237,112.67
Mar. 6	227,324.14	Mar. 17	233,003.17	Mar. 26	237,839.42
Mar. 9	227,888.64	Mar. 18	233,773.92	Mar. 27	238,791.17
Mar. 10	228,876.89	Mar. 19	234,546.17	Mar. 30	239,633.44
Mar. 11	229,799.64	Mar. 20	235,941.17	Mar. 31	240,087.46

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: February 2009

Account Number [REDACTED]	\$ 69.47
Analysis Service Charge assessed to [REDACTED]	\$ 69.47

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	59		No Charge
Returned Deposited Items	1	7.00000	7.00
Statement With Checks	1	10.00000	10.00



CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
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SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:

Mar. 2, 2009

through

Mar. 31, 2009

ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Subtotal: Depository Services			17.00
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	119	0.13000	15.47
Cash Vault Deposit-St. Louis	20	1.00000	20.00
Mailed Receipts-St. Louis	17	1.00000	17.00
Subtotal: Cvs Coin/Currency			52.47
Fee Based Service Charges for Account Number [REDACTED]			\$ 69.47



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Business Statement

Account Number: [REDACTED]

Statement Period:

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CITY OF ST. LOUIS
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BASIC BUSINESS CHECKING WITH INTEREST

Member FDI

U.S. Bank National Association

Account Number [REDACTED]

Account Summary

	# Items	\$		\$
Beginning Balance on Feb. 1		122,563.57	Interest Paid this Year	1.62
Customer Deposits	19	15,293.75	Number of Days in Statement Period	28
Other Deposits	1	0.75		
Other Withdrawals	1	66.05-		
Checks Paid	6	55,955.07-		
Ending Balance on Feb. 28, 2010		\$ 81,836.95		

Reward Program Summary

All Rewards shown are as of Feb. 28, 2010

FlexPerks Business Cash Rewards

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 7.44	\$ 0.00	\$ 7.44	\$ 5.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Feb. 1	2324671736	581.00		Feb. 16	2420506330	735.00
	Feb. 2	2325036548	672.50		Feb. 17	1822269327	594.25
	Feb. 3	2325142159	2,317.50		Feb. 18	2421159467	880.00
	Feb. 4	2325434634	954.25		Feb. 19	2326426189	605.25
	Feb. 5	1820546471	670.50		Feb. 22	2326670973	845.25
	Feb. 8	1820923426	697.25		Feb. 23	2327006092	725.00
	Feb. 9	2428076426	1,008.50		Feb. 24	2327248239	717.50
	Feb. 10	1821356261	1,125.50		Feb. 25	2327490951	513.25
	Feb. 11	2325649256	421.00		Feb. 26	2026909195	575.50
	Feb. 12	2428737136	654.75				

Total Customer Deposits \$ 15,293.75



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
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Business Statement

Account Number: [REDACTED]

Statement Period:

Feb. 1, 2010

through

Feb. 28, 2010

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BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Feb. 26	Interest Paid	2600000061	\$ 0.75
Total Other Deposits			\$ 0.75

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb. 12	Analysis Service Charge	1200000000	\$ 66.05
Total Other Withdrawals			\$ 66.05

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1914	Feb. 9	8990474693	100.00	1917	Feb. 11	2428593823	7,199.02
1915	Feb. 9	8990474694	90.00	1918	Feb. 16	0814493042	30,000.00
1916	Feb. 9	2025680945	538.80	1920*	Feb. 25	0410187728	18,027.25

* Gap in check sequence

Conventional Checks Paid (6) \$ 55,955.07

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb. 1	123,144.57	Feb. 10	129,861.77	Feb. 22	97,332.20
Feb. 2	123,817.07	Feb. 11	123,083.75	Feb. 23	98,057.20
Feb. 3	126,134.57	Feb. 12	123,672.45	Feb. 24	98,774.70
Feb. 4	127,088.82	Feb. 16	94,407.45	Feb. 25	81,260.70
Feb. 5	127,759.32	Feb. 17	95,001.70	Feb. 26	81,836.95
Feb. 8	128,456.57	Feb. 18	95,881.70		
Feb. 9	128,736.27	Feb. 19	96,486.95		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: January 2010

Account Number: [REDACTED] \$ 66.05

Analysis Service Charge assessed to [REDACTED] \$ 66.05

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	51		No Charge
Statement With Checks	1	10.00000	10.00
Subtotal: Depository Services			10.00
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	110	0.13000	14.30
Cash Vault Deposit-St Louis	19	1.25000	23.75
Mailed Receipts-St. Louis	18	1.00000	18.00
Subtotal: Cvs Coin/Currency			56.05
Fee Based Service Charges for Account Number [REDACTED]			\$ 66.05



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Business Statement

Account Number: [REDACTED]

Statement Period:

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CITY OF ST. LOUIS
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INFORMATION YOU SHOULD KNOW

Effective February 27, 2010 certain sections of U.S. Bank's Funds Availability Policy were updated to reflect changes related to checks no longer being classified as nonlocal checks. The following sections were updated: Longer Delays May Apply - Case by Case Delays, in some cases, we may not make all of the funds available to you; funds may not be available until the second business day after the day of your deposit, instead of what was previously noted as the fifth business day after the day of deposit. Longer Delays May Apply - Safeguard Exceptions, funds you deposited by check may be delayed for a longer period of time, they will generally be available no later than the seventh business day after the day of your deposits, instead of what was previously noted as the ninth business day after the day of deposit.

Effective June 14, 2010, the daily Continuous Overdraft Fee will be replaced with a weekly Extended Overdraft Fee. The Extended Overdraft Fee will be assessed if the available balance remains below zero for seven or more calendar days. You will be charged \$25 per week (beginning on the 8th calendar day) and each week thereafter if the available balance remains below zero.

BASIC BUSINESS CHECKING WITH INTEREST Member FDIC

U.S. Bank National Association

Account Number [REDACTED]

Account Summary

	# Items	\$		\$
Beginning Balance on Mar. 1			81,836.95	
Customer Deposits	23		18,094.25	Interest Paid this Year 2.27
Other Deposits	1		0.65	Number of Days in Statement Period 31
Other Withdrawals	1		66.62-	
Checks Paid	11		16,787.83-	
Ending Balance on Mar. 31, 2010		\$	83,077.40	

Reward Program Summary

All Rewards shown are as of Mar. 31, 2010

FlexPerks Business Cash Rewards

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 7.44	\$ 0.00	\$ 7.44	\$ 5.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar. 1	1823151068	562.25		Mar. 5	2424100752	721.25
	Mar. 2	2423395718	578.75		Mar. 8	2328707010	728.25
	Mar. 3	1823562559	1,861.25		Mar. 9	1824505223	751.50
	Mar. 4	1823761358	658.00		Mar. 10	1824633959	735.75



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Business Statement

Account Number: [REDACTED]

Statement Period:
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CITY OF ST. LOUIS
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BASIC BUSINESS CHECKING WITH INTEREST

U.S. Bank National Association

Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$		\$
Beginning Balance on Mar. 1			81,836.95	
Customer Deposits	23		18,094.25	Interest Paid this Year 2.27
Other Deposits	1		0.65	Number of Days in Statement Period 31
Other Withdrawals	1		66.62-	
Checks Paid	11		16,787.83-	
Ending Balance on Mar. 31, 2010		\$	83,077.40	

Reward Program Summary

All Rewards shown are as of Mar. 31, 2010

FlexPerks Business Cash Rewards

Check Card Number [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 7.44	\$ 0.00	\$ 7.44	\$ 5.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar. 1	1823151068	562.25		Mar. 5	2424100752	721.25
	Mar. 2	2423395718	578.75		Mar. 8	2328707010	728.25
	Mar. 2	1823552550	1,861.25		Mar. 9	1824552550	751.50



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
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 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 Mar. 1, 2010
 through
 Mar. 31, 2010



BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Customer Deposits (continued)

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Mar. 11	2320230725	469.75	Mar. 23	2322025899		741.25
	Mar. 12	2320408676	639.00	Mar. 24	2427592556		999.75
	Mar. 15	2522804378	865.00	Mar. 25	2322420103		659.25
	Mar. 16	2426025358	1,098.50	Mar. 26	2427924510		662.25
	Mar. 17	2426352644	493.25	Mar. 29	2428309072		867.25
	Mar. 18	2321323694	1,299.50	Mar. 30	2428622642		730.25
	Mar. 19	2426877136	569.25	Mar. 31	1827831597		675.50
	Mar. 22	2321847276	727.50				

Total Customer Deposits \$ 18,094.25

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Mar. 31	Interest Paid	3180000063	\$ 0.65

Total Other Deposits \$ 0.65

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar. 12	Analysis Service Charge	1200000000	\$ 66.62-

Total Other Withdrawals \$ 66.62-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1919	Mar. 15	8998107461	140.00	1927*	Mar. 26	9391791882	6,913.00
1921*	Mar. 1	8895226640	169.54	1928	Mar. 29	9198287433	900.00
1922	Mar. 12	2320498565	6,205.44	1929	Mar. 29	2428309075	17.06
1923	Mar. 15	8998107462	100.00	1930	Mar. 29	2428309074	15.29
1924	Mar. 26	0812215130	2,255.50	1931	Mar. 31	8994203491	50.00
1925	Mar. 29	2523338821	22.00				

* Gap in check sequence

Conventional Checks Paid (11) \$ 16,787.83-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar. 1	82,229.66	Mar. 11	88,734.16	Mar. 23	88,655.35
Mar. 2	82,808.41	Mar. 12	83,101.10	Mar. 24	89,655.10
Mar. 3	84,669.66	Mar. 15	83,726.10	Mar. 25	90,314.35
Mar. 4	85,327.66	Mar. 16	84,824.60	Mar. 26	81,808.10
Mar. 5	86,048.91	Mar. 17	85,317.85	Mar. 29	81,721.00
Mar. 8	86,777.16	Mar. 18	86,617.35	Mar. 30	82,451.25
Mar. 9	87,528.66	Mar. 19	87,186.60	Mar. 31	83,077.40
Mar. 10	88,264.41	Mar. 22	87,914.10		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: February 2010

Account Number: [REDACTED] \$ 66.62

Analysis Service Charge assessed to [REDACTED] \$ 66.62



CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
1200 MARKET ST RM 126
SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
Mar. 1, 2010
through
Mar. 31, 2010

ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED]

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Depository Services			
Combined Transactions/Items	58		No Charge
Statement With Checks	1	10.00000	10.00
Subtotal: Depository Services			10.00
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	124	0.13000	16.12
Cash Vault Deposit-St. Louis	18	1.25000	22.50
Mailed Receipts-St. Louis	18	1.00000	18.00
Subtotal: Cvs Coin/Currency			56.62
Fee Based Service Charges for Account Number [REDACTED]			\$ 66.62



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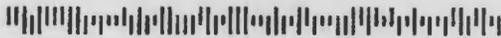
Business Statement

Account Number: [REDACTED]

Statement Period:

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INFORMATION YOU SHOULD KNOW

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Effective June 14, 2010, the daily Continuous Overdraft Fee will be replaced with a weekly Extended Overdraft Fee. The Extended Overdraft Fee will be assessed if the available balance remains below zero for seven or more calendar days. You will be charged \$25 per week (beginning on the 8th calendar day) and each week thereafter if the available balance remains below zero.

BASIC BUSINESS CHECKING WITH INTEREST

U.S. Bank National Association

Member FDIC
Account Number [REDACTED]

Account Summary

	# Items	\$		\$
Beginning Balance on Apr. 1			83,077.40	
Customer Deposits	24		17,860.50	
Other Deposits	1		0.62	
Card Withdrawals	2		91.01-	
Other Withdrawals	2		138.26-	
Checks Paid	7		11,620.10-	
Ending Balance on Apr. 30, 2010		\$	89,089.15	
			Interest Paid this Year	\$ 2.89
			Number of Days in Statement Period	30

Reward Program Summary

All Rewards shown are as of Apr. 30, 2010				
FlexPerks Business Cash Rewards		Check Card Number: [REDACTED]		FlexPerks
Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 7.67	\$ 0.00	\$ 7.67	\$ 5.00



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:

Apr. 1, 2010

through

Apr. 30, 2010

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BASIC BUSINESS CHECKING WITH INTEREST (CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount	
	Apr. 1	1828226699	591.00 ✓	Apr. 16	2325314866		770.00 ✓	
	Apr. 2	1828464671	738.75 ✓	Apr. 19	2023726729		567.75 ✓	
	Apr. 5	2420729613	100.00 ✓	Apr. 20	2024009187		598.75 ✓	
	Apr. 5	1828751306	2,641.25 ✓	Apr. 21	1821842170		1,077.00 ✓	
	Apr. 6	2323559629	782.75 ✓	Apr. 22	2326337953		719.00 ✓	
	Apr. 7	2323848202	805.50 ✓	Apr. 23	2424728111		628.00 ✓	
	Apr. 8	2324027601	665.50 ✓	Apr. 26	1822756012		190.00 ✓	
	Apr. 9	2421782522	425.50 ✓	Apr. 26	2326910264		532.50 ✓	
	Apr. 12	2324446019	1,029.75 ✓	Apr. 27	2425388362		829.25 ✓	
	Apr. 13	2422381572	728.50 ✓	Apr. 28	2327233690		638.50 ✓	
	Apr. 14	1821404756	518.75 ✓	Apr. 29	2425832095		538.00 ✓	
	Apr. 15	2325098952	1,037.25 ✓	Apr. 30	2426064474		707.25 ✓	
Total Customer Deposits							\$	17,860.50

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Apr. 30	Interest Paid	3000000085	\$ 0.62
Total Other Deposits			\$ 0.62

Card Withdrawals

Date	Description of Transaction	Ref Number	Amount
Apr. 16	Card Number [REDACTED] Visa Purchase (Non-PIN) REEM GAS MART BP	On 041510 SAINT LOUIS MO REF # 24122540105740105100 US1	5740105100 \$ 44.00-
Apr. 19	Card Number [REDACTED] Visa Purchase (Non-PIN) CASEYS	On 041510 ANDOVER IL REF # 24164070106195362978 US1	6195362978 47.01-
Card [REDACTED] Withdrawals Subtotal			\$ 91.01-
Total Card Withdrawals			\$ 91.01-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Apr. 2	Electronic Withdrawal From DLX For Business REF=10091009149388 Y	1411877307BUS PROD 02016536821128	\$ 57.40-
Apr. 14	Analysis Service Charge	1500000000	80.86-
Total Other Withdrawals			\$ 138.26-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1926	Apr. 23	8994635311	140.00 ✓	1935	Apr. 15	2325098957	100.00
1932*	Apr. 9	8892230419	6,080.51 ✓	1936	Apr. 15	9092578787	100.00
1933	Apr. 12	8893616232	952.59 ✓	1937	Apr. 13	2422326224	100.00
1934	Apr. 13	8895751570	4,147.00 ✓				

* Gap in check sequence

Conventional Checks Paid (7) \$ 11,620.10-



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]
 Statement Period:
 Apr. 1, 2010
 through
 Apr. 30, 2010

BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Apr. 1	83,668.40	Apr. 13	80,248.40	Apr. 23	85,653.03
Apr. 2	84,349.75	Apr. 14	80,686.29	Apr. 26	86,375.53
Apr. 5	87,091.00	Apr. 15	81,523.54	Apr. 27	87,204.78
Apr. 6	87,873.75	Apr. 16	82,249.54	Apr. 28	87,843.28
Apr. 7	88,679.25	Apr. 19	82,770.28	Apr. 29	88,381.28
Apr. 8	89,344.75	Apr. 20	83,369.03	Apr. 30	89,089.15
Apr. 9	83,689.74	Apr. 21	84,446.03		
Apr. 12	83,766.90	Apr. 22	85,165.03		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2010

Account Number:	[REDACTED]	\$	80.86
Analysis Service Charge assessed to	[REDACTED]	\$	80.86

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	70		No Charge
Statement With Checks	1	10.00000	10.00
Subtotal: Depository Services			10.00
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	147	0.13000	19.11
Cash Vault Deposit-St. Louis	23	1.25000	28.75
Mailed Receipts-St. Louis	23	1.00000	23.00
Subtotal: Cvs Coin/Currency			70.86
Fee Based Service Charges for Account Number [REDACTED]			\$ 80.86



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Business Statement

Account Number: [REDACTED]

Statement Period:
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May 31, 2010

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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
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BASIC BUSINESS CHECKING WITH INTEREST

U.S. Bank National Association

Account Number [REDACTED]

Member FDIC

Account Summary

	# Items				
Beginning Balance on May 3		\$	89,089.15	Interest Paid this Year	\$ 3.62
Customer Deposits	21		17,832.05	Number of Days in Statement Period	31
Other Deposits	1		0.73		
Card Withdrawals	8		2,077.93-		
Other Withdrawals	1		78.94-		
Checks Paid	6		1,979.47-		
Ending Balance on May 31, 2010		\$	102,785.59		

Reward Program Summary

All Rewards shown are as of May 31, 2010

FlexPerks Business Cash Rewards

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 12.86	\$ 0.00	\$ 12.86	\$ 10.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	May 3	2327818472	774.75 ✓	May 17	1826193038		850.25 ✓
	May 4	1823890805	824.50 ✓	May 18	2026385596		752.25 ✓
	May 5	2025435628	1,708.00 ✓	May 19	1826493905		826.00 ✓
	May 6	1824330195	800.25 ✓	May 20	2320934974		689.25 ✓
	May 7	1824618468	964.75 ✓	May 21	1826782011		831.75 ✓
	May 10	2427119535	766.50 ✓	May 24	1827147096		775.75 ✓
	May 11	1824986947	10.00 ✓	May 25	2321651925		1,302.55 ✓
	May 11	1825055305	661.50 ✓	May 26	2321856711		684.50 ✓
	May 12	1825349531	1,749.50 ✓	May 27	2322026870		694.75 ✓
	May 13	1825634285	920.75 ✓	May 28	2322251291		697.25 ✓
	May 14	1825883643	547.25 ✓				



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 May 3, 2010
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BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Other Deposits

Date	Description of Transaction	Ref Number	Amount
May 28	Interest Paid	2800000061	\$ 0.73
Total Other Deposits			\$ 0.73

Card Withdrawals

Date	Description of Transaction	Ref Number	Amount
May 7	Card Number [REDACTED] Visa Purchase (Non-PIN) BREAK TIME 3004	On 050610 LAKE OZARK MO REF # 24224430127103000835 US1	7103000835 \$ 35.66-
May 10	Card Number [REDACTED] Visa Purchase (Non-PIN) LODGE OF FOUR SE	On 050710 LAKE OZARK MO REF # 24308030127980018784 US1	7980018784 537.12-
May 10	Card Number [REDACTED] Visa Purchase (Non-PIN) LODGE OF FOUR SE	On 050710 LAKE OZARK MO REF # 24308030127980018784 US1	7980018784 537.12-
May 10	Card Number [REDACTED] Visa Purchase (Non-PIN) LODGE OF FOUR SE	On 050710 LAKE OZARK MO REF # 24308030127980018784 US1	7980018784 571.47-
May 24	Card Number [REDACTED] Visa Purchase (Non-PIN) COUNTRY KITCHEN	On 052010 HANNIBAL MO REF # 24193040141900017000 US1	1900017000 36.29-
May 24	Card Number [REDACTED] Visa Purchase (Non-PIN) SHELL OIL 574433	On 052010 DAVENPORT IA REF # 24316050141548541036 US1	1548541036 41.07-
May 24	Card Number [REDACTED] Visa Purchase (Non-PIN) JUMER'S CASINO &	On 052010 ROCK ISLAND IL REF # 24323010141572851010 US1	1572851010 159.60-
May 24	Card Number [REDACTED] Visa Purchase (Non-PIN) JUMER'S CASINO &	On 052010 ROCK ISLAND IL REF # 24323010141572851010 US1	1572851010 159.60-
Card [REDACTED] Withdrawals Subtotal			\$ 2,077.93-
Total Card Withdrawals			\$ 2,077.93-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
May 14	Analysis Service Charge	1400000000	\$ 78.94-
Total Other Withdrawals			\$ 78.94-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1938	May 5	2025435631	100.00 ✓	1942	May 4	9394206521	413.00 ✓
1940*	May 5	2025435630	47.65 ✓	1943	May 14	8993944726	946.69 ✓
1941	May 6	8896288253	280.00 ✓	1944	May 13	8993643485	192.13 ✓

* Gap in check sequence

Conventional Checks Paid (6)

\$ 1,979.47-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
May 3	89,863.90	May 10	92,405.88	May 17	95,927.37
May 4	90,275.40	May 11	93,077.38	May 18	96,679.62
May 5	91,835.75	May 12	94,826.88	May 19	97,505.62
May 6	92,356.00	May 13	95,555.50	May 20	98,194.87



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:

May 3, 2010

through

May 31, 2010

BASIC BUSINESS CHECKING WITH INTEREST

U.S. Bank National Association

Account Number [REDACTED]

(CONTINUED)

Balance Summary (continued)

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
May 24	99,405.81	May 26	101,392.86	May 28	102,785.59
May 25	100,708.36	May 27	102,087.61		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: April 2010

Account Number:	[REDACTED]	\$	78.94
Analysis Service Charge assessed to	[REDACTED]	\$	78.94

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	65		No Charge
Statement With Checks	1	10.00000	10.00
Subtotal: Depository Services			10.00
Coin And Currency Services			
Cash Deposited-Per \$100	1		No Charge
Currency Ordered-Per Strap	1	0.70000	0.70
Loose Currency Ordered/\$100	2	0.10000	0.20
Subtotal: Coin And Currency Services			0.90
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	133	0.13000	17.29
Cash Vault Deposit-St. Louis	23	1.25000	28.75
Mailed Receipts-St. Louis	22	1.00000	22.00
Subtotal: Cvs Coin/Currency			68.04
Fee Based Service Charges for Account Number [REDACTED]			\$ 78.94



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Business Statement

Account Number: [REDACTED]
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 CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
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To Contact U.S. Bank

Commercial Customer Service: 1-866-483-3335

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INFORMATION YOU SHOULD KNOW

Effective August 15, 2010, U.S. Bank will change the cost of Overdraft Items Paid and Overdraft Items Returned (NSF). The overdraft cost will be based upon the item amount of each Overdraft Item Paid and/or Overdraft Item Returned which results in insufficient funds to cover an item as defined in Your Deposit Account Agreement. We will charge a \$10 fee for each overdraft item we pay or return on your behalf that is less than or equal to \$20. We will charge a \$33 fee for each overdraft item we pay or return on your behalf that is greater than \$20. Previously overdraft fees were assessed based on the number of overdraft occasions in a 12 month period, beginning at \$19 per item for the first occasion with a maximum of \$37.50 per item.

BASIC BUSINESS CHECKING WITH INTEREST

U.S. Bank National Association
Account Summary

Account Number [REDACTED] **Member FDIC**

	# Items	\$		\$
Beginning Balance on Jun. 1			102,785.59	
Customer Deposits	22		17,328.50	Interest Paid this Year \$ 4.44
Other Deposits	1		0.82	Number of Days in Statement Period 30
Other Withdrawals	1		70.11-	
Checks Paid	3		1,610.00-	
Ending Balance on Jun. 30, 2010		\$	118,434.80	

Reward Program Summary

All Rewards shown are as of Jun. 30, 2010

FlexPerks Business Cash Rewards

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 12.86	\$ 0.00	\$ 12.86	\$ 10.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jun. 1	1827902452	809.50	Jun. 14	2423692649		850.25
	Jun. 2	1828108375	625.00	Jun. 15	1820744784		595.25
	Jun. 3	2421422386	1,753.75	Jun. 16	2424272933		1,034.25
	Jun. 4	1828422753	607.75	Jun. 17	2424578669		588.75
	Jun. 7	2323444322	783.00	Jun. 18	2325192170		754.75
	Jun. 8	2422528516	1,002.50	Jun. 21	2021015302		563.50
	Jun. 9	2422875771	941.50	Jun. 22	1822206692		1,085.00
	Jun. 10	1820129020	919.75	Jun. 23	2425181835		852.00
	Jun. 11	1820283149	438.00	Jun. 24	2425340544		408.75



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Business Statement

Account Number: [REDACTED]

Statement Period:
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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
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4-13



To Contact U.S. Bank

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Telecommunications Device for the Deaf: 1-800-685-5065

Internet: usbank.com

INFORMATION YOU SHOULD KNOW

Effective August 15, 2010, U.S. Bank will change the cost of Overdraft Items Paid and Overdraft Items Returned (NSF). The overdraft cost will be based upon the item amount of each Overdraft Item Paid and/or Overdraft Item Returned which results in insufficient funds to cover an item as defined in Your Deposit Account Agreement. We will charge a \$10 fee for each overdraft item we pay or return on your behalf that is less than or equal to \$20. We will charge a \$33 fee for each overdraft item we pay or return on your behalf that is greater than \$20. Previously overdraft fees were assessed based on the number of overdraft occasions in a 12 month period, beginning at \$19 per item for the first occasion with a maximum of \$37.50 per item.

BASIC BUSINESS CHECKING WITH INTEREST

Member FDIC

U.S. Bank National Association

Account Number [REDACTED]

Account Summary

	# Items	\$		\$
Beginning Balance on Jun. 1			102,785.59	
Customer Deposits	22		17,328.50	
Other Deposits	1		0.82	
Other Withdrawals	1		70.11-	
Checks Paid	3		1,610.00-	
Ending Balance on Jun. 30, 2010		\$	118,434.80	
			Interest Paid this Year	\$ 4.44
			Number of Days in Statement Period	30

Reward Program Summary

All Rewards shown are as of Jun. 30, 2010

FlexPerks Business Cash Rewards

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 12.86	\$ 0.00	\$ 12.86	\$ 10.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
Jun. 1		1827902452	809.50	Jun. 14		2423692649	850.25
Jun. 2		1828108375	625.00	Jun. 15		1820744784	595.25
Jun. 3		2421422386	1,753.75	Jun. 16		2424272933	1,034.25
Jun. 4		1828422753	607.75	Jun. 17		2424578669	588.75
Jun. 7		2323444322	783.00	Jun. 18		2325192170	754.75
Jun. 8		2422528516	1,002.50	Jun. 21		2021015302	563.50
Jun. 9		2422875771	941.50	Jun. 22		1822206692	1,085.00
Jun. 10		1820129020	919.75	Jun. 23		2425181835	852.00
Jun. 11		1820222140	428.00	Jun. 24		2425340544	428.75



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]
 Statement Period:
 Jun. 1, 2010
 through
 Jun. 30, 2010



BASIC BUSINESS CHECKING WITH INTEREST

U.S. Bank National Association

Account Number [REDACTED]

(CONTINUED)

Customer Deposits (continued)

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jun. 25	2021583800	729.25		Jun. 29	1822915761	693.25
	Jun. 28	2425750225	651.75		Jun. 30	2326391172	641.00

Total Customer Deposits \$ **17,328.50**

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jun. 30	Interest Paid	3000000063	0.82

Total Other Deposits \$ **0.82**

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jun. 14	Analysis Service Charge	1400000000	70.11

Total Other Withdrawals \$ **70.11**

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1945	Jun. 10	8998792225	240.00	1948*	Jun. 24	8992781579	1,200.00
1946	Jun. 16	9397519998	170.00				

* Gap in check sequence

Conventional Checks Paid (3) \$ **1,610.00**

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jun. 1	103,595.09	Jun. 11	110,426.34	Jun. 23	116,509.98
Jun. 2	104,220.09	Jun. 14	111,206.48	Jun. 24	115,718.73
Jun. 3	105,973.84	Jun. 15	111,801.73	Jun. 25	116,447.98
Jun. 4	106,581.59	Jun. 16	112,665.98	Jun. 28	117,099.73
Jun. 7	107,364.59	Jun. 17	113,254.73	Jun. 29	117,792.98
Jun. 8	108,367.09	Jun. 18	114,009.48	Jun. 30	118,434.80
Jun. 9	109,308.59	Jun. 21	114,572.98		
Jun. 10	109,988.34	Jun. 22	115,657.98		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: May 2010

Account Number: [REDACTED] \$ 70.11

Analysis Service Charge assessed to [REDACTED] \$ 70.11

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	48		No Charge
Statement With Checks	1	10.00000	10.00
Subtotal: Depository Services			10.00



CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
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1200 MARKET ST RM 126
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Business Statement

Account Number: [REDACTED]

Statement Period:

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ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Currency Ordered-Per Strap	4	0.70000	2.80
Subtotal: Coin And Currency Services			<u>2.80</u>
Cvs Coin/Currency			
Cash Dep-Per \$100-St. Louis	137	0.13000	17.81
Cash Vault Deposit-St. Louis	18	1.25000	22.50
Mailed Receipts-St. Louis	17	1.00000	17.00
Subtotal: Cvs Coin/Currency			<u>57.31</u>
Fee Based Service Charges for Account Number [REDACTED]			<u>\$ 70.11</u>



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Business Statement

Account Number: [REDACTED]

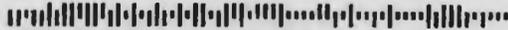
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CITY OF ST. LOUIS
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Commercial Customer

Service:

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Telecommunications Device

for the Deaf:

1-800-685-5065

Internet:

usbank.com

BASIC BUSINESS CHECKING WITH INTEREST

Member FDIC

U.S. Bank National Association

Account Number [REDACTED]

Account Summary

	# Items	\$		\$	
Beginning Balance on Apr 1			46,488.07	Interest Paid this Year	2.86
Customer Deposits	22		15,880.99	Number of Days in Statement Period	30
Other Deposits	2		112.93		
Card Withdrawals	6		1,214.74-		
Other Withdrawals	2		537.18-		
Checks Paid	3		12,899.07-		
Ending Balance on Apr 30, 2011		\$	47,831.00		

Reward Program Summary

All Rewards shown are as of April 29, 2011

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number: [REDACTED]

FlexPerks

Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 23.32	\$ 0.00	\$ 23.32	\$ 20.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Apr 1	2423064533	570.75 ✓		Apr 15	2328223473	688.75 ✓
	Apr 5	2526069740	452.50 ✓		Apr 18	2328456707	425.50 ✓
	Apr 5	2326716554	1,673.24 ✓		Apr 19	2328708651	586.25 ✓
	Apr 6	2526069740	452.50 ✓		Apr 20	1825478575	665.50 ✓
	Apr 6	2326992157	628.25 ✓		Apr 21	2320204667	569.00 ✓
	Apr 7	1823418571	694.25 ✓		Apr 22	2320279977	1,028.50 ✓
	Apr 8	2327373788	642.50 ✓		Apr 25	2320549425	562.00 ✓
	Apr 11	1823837304	1,552.25 ✓		Apr 26	2320703339	461.50 ✓
	Apr 12	2327817618	620.00 ✓		Apr 27	2427179771	1,232.75 ✓
	Apr 13	2327976849	811.75 ✓	126	Apr 28	1826771194	516.50 ✓
	Apr 14	2425326134	569.50 ✓		Apr 29	2321214197	479.25 ✓

Total Customer Deposits \$ 15,880.99

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Apr 19	Visa (Non-PIN) Return CHASE PARK PLAZA	On 041511 ST LOUIS MO REF # 74323011108575120012 US1	8575120012 \$ 112.62

Amount 112.62
OK



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
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BASIC BUSINESS CHECKING WITH INTEREST

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Other Deposits (continued)

Date	Description of Transaction	Ref Number	Amount
Apr 29	Interest Paid	2900000060	0.31
Total Other Deposits			\$ 112.93

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Apr 1	Visa Purchase (Non-PIN) PC NAME TAG	On 033111 800-206-4804 WI REF # 24761971090200395500 US1	0200395500 \$ 30.48 ✓
Apr 14	Visa Purchase (Non-PIN) FALL	On 041211 ST LOUIS MO REF # 24323011103575971010 US1	3575971010 56.82 ✓
Apr 15	Visa Purchase (Non-PIN) CHASE PARK PLAZA	On 041311 ST LOUIS MO REF # 24323011104575118015 US1	4575118015 5.27 ✓
Apr 15	Visa Purchase (Non-PIN) CHASE PARK PLAZA	On 041311 ST LOUIS MO REF # 24323011104575118015 US1	4575118015 112.62 ✓
Apr 19	Visa Purchase (Non-PIN) CHASE PARK PLAZA	On 041511 ST LOUIS MO REF # 24323011108575120011 US1	8575120011 337.86 ✓
Apr 19	Visa Purchase (Non-PIN) CHASE PARK PLAZA	On 041511 ST LOUIS MO REF # 24323011108575120011 US1	8575120011 671.89 ✓
Card [REDACTED] Withdrawals Subtotal			\$ 1,214.74
Total Card Withdrawals			\$ 1,214.74

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Apr 6	Reversed Deposit	2828088740	\$ 452.50
Apr 14	Analysis Service Charge	1400000000	84.68
Total Other Withdrawals			\$ 537.18

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1990	Apr 4	9394050005	11,899.07 ✓	1992	Apr 22	2320279979	50.00 ✓
1991	Apr 7	8996312230	950.00 ✓				
Conventional Checks Paid (3)							\$ 12,899.07

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Apr 1	47,028.34	Apr 12	40,442.26	Apr 21	43,800.19
Apr 4	35,129.27	Apr 13	41,254.01	Apr 22	44,578.69
Apr 5	37,255.01	Apr 14	41,682.21	Apr 25	45,140.69
Apr 6	37,883.26	Apr 15	42,251.07	Apr 26	45,602.19
Apr 7	37,627.51	Apr 18	42,676.57	Apr 27	46,834.94
Apr 8	38,270.01	Apr 19	42,365.69	Apr 28	47,351.44
Apr 11	39,822.26	Apr 20	43,031.19	Apr 29	47,831.00

Balances only appear for days reflecting change.



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number:

Statement Period:
 Apr 1, 2011
 through
 Apr 30, 2011

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2011

Account Number: [REDACTED] \$ 84.68
 Analysis Service Charge assessed to [REDACTED] \$ 84.68

Service Activity Detail for Account Number [REDACTED]

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Depository Services			
Combined Transactions/Items	56		No Charge
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			12.00
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	161	0.13000	20.93
Cash Vault Deposit-st Louis	23	1.25000	28.75
Mailed Receipts-st. Louis	23	1.00000	23.00
Subtotal: Cvs Coin/Currency			72.68
Fee Based Service Charges for Account Number [REDACTED]			\$ 84.68



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Business Statement

Account Number: [REDACTED]

Statement Period:

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May 31, 2011

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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
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1200 MARKET ST RM 126
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Account Number [REDACTED]

Account Summary

	# Items	\$		\$	
Beginning Balance on May 2			47,831.00	Interest Paid this Year	2.95
Customer Deposits	21		13,938.17	Number of Days in Statement Period	8
Other Deposits	1		0.09		
Other Withdrawals	2		119.93-		
Checks Paid	1		384.00-		
Ending Balance on May 31, 2011		\$	61,265.33		

Reward Program Summary

All Rewards shown are as of May 31, 2011

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number: [REDACTED]

FlexPerks

Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 23.32	\$ 0.00	\$ 23.32	\$ 20.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	May 2	2321601789	592.75 ✓		May 17	1821009818	459.00 ✓
	May 3	2428165176	818.25 ✓		May 18	2323669394	717.25 ✓
	May 4	0001017150	629.71 ✓		May 19	1821420280	557.25 ✓
	May 4	2321970910	1,279.46 ✓		May 20	1821617807	472.25 ✓
	May 5	1827694553	569.75 ✓		May 23	2324444962	428.25 ✓
	May 6	2322303154	512.25 ✓		May 24	1822288519	850.00 ✓
	May 9	2322636478	502.25 ✓		May 25	2324868441	425.25 ✓
	May 11	1828872819	687.50 ✓		May 26	1822604295	506.75 ✓
	May 12	2322951821	1,357.50 ✓		May 27	2422888460	496.00 ✓
	May 13	2323053221	925.50 ✓		May 31	2325407658	602.00 ✓
	May 16	2323200898	549.25 ✓				

Total Customer Deposits \$ 13,938.17

Other Deposits

Date	Description of Transaction	Ref Number	Amount
May 9	Interest Paid	0900000001	\$ 0.09
Total Other Deposits			\$ 0.09

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
May 13	Analysis Service Charge	1300000000	\$ 79.93-



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
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Business Statement

Account Number: [REDACTED]

Statement Period:
 May 2, 2011
 through
 May 31, 2011



FREE SMALL BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Other Withdrawals (continued)

Date	Description of Transaction	Ref Number	Amount
May 24	Deposited Item Returned	1000101692	40.00-

Total Other Withdrawals \$ 119.93-

Checks Presented Conventionally

Check	Date	Ref Number	Amount
1993	May 27	8994393377	384.00

Conventional Checks Paid (1) \$ 384.00-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
May 2	48,423.75	May 12	54,780.51	May 23	58,809.33
May 3	49,242.00	May 13	55,626.08	May 24	59,619.33
May 4	51,151.17	May 16	56,175.33	May 25	60,044.58
May 5	51,720.92	May 17	56,634.33	May 26	60,551.33
May 6	52,233.17	May 18	57,351.58	May 27	60,663.33
May 9	52,735.51	May 19	57,908.83	May 31	61,265.33
May 11	53,423.01	May 20	58,381.08		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: April 2011

Account Number:	[REDACTED]	\$	79.93
Analysis Service Charge assessed to	[REDACTED]	\$	79.93

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	40		No Charge
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			12.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	1	0.70000	0.70
Loose Currency Ordered/\$100	4	0.12000	0.48
Subtotal: Branch Coin/Currency Services			1.18
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	150	0.13000	19.50
Cash Vault Deposit-st Louis	21	1.25000	26.25
Mailed Receipts-st. Louis	21	1.00000	21.00
Subtotal: Cvs Coin/Currency			66.75
Fee Based Service Charges for Account Number [REDACTED]			\$ 79.93



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Business Statement

Account Number: [REDACTED]

Statement Period:

Jun 1, 2011
through
Jun 30, 2011

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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
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INFORMATION YOU SHOULD KNOW

Notice of Change to the Deposit Account Agreement and Disclosure for certain sections of the U.S. Bank's Funds Availability Policy. The sections entitled Immediate Availability - All Accounts and Longer Delays May Apply - Case By Case is updated to reflect that the \$100 availability amount is scheduled to increase to \$200 as of July 21, 2011 and is subject at all times to future revision to conform to changes that may be made by Regulation CC.

FREE SMALL BUSINESS CHECKING

Member FDIC

U.S. Bank National Association

Account Number [REDACTED]

Account Summary

	# Items				
Beginning Balance on Jun 1		\$	61,265.33	Interest Paid this Year	\$ 2.95
Customer Deposits	24		18,809.73		
Card Withdrawals	1		25.68 -		
Other Withdrawals	1		64.49 -		
Checks Paid	3		2,251.00 -		
Ending Balance on Jun 30, 2011		\$	77,733.89		

Reward Program Summary

All Rewards shown are as of June 30, 2011

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 23.38	\$ 0.00	\$ 23.38	\$ 20.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jun 1	2423313600	674.75 ✓		Jun 15	2425939399	1,210.25 ✓
	Jun 2	2325643815	40.00 ✓		Jun 16	1825825407	507.00 ✓
	Jun 2	2325657930	648.25 ✓		Jun 17	2328022378	500.00 ✓
	Jun 3	2325846816	2,449.25 ✓		Jun 20	2328296932	775.50 ✓
	Jun 6	1824331196	935.75 ✓		Jun 21	2426315607	528.25 ✓
	Jun 7	2326438750	596.50 ✓		Jun 22	1826939310	1,363.00 ✓
	Jun 7	2326408673	2,014.87 ✓	126	Jun 23	2426593420	551.50 ✓
	Jun 8	2424594668	718.50 ✓		Jun 27	1827730855	484.00 ✓
	Jun 9	1824795710	492.50 ✓		Jun 27	1827745036	681.36 ✓
	Jun 10	2326936010	641.25 ✓		Jun 28	1827947385	500.50 ✓
	Jun 13	2425254453	560.00 ✓		Jun 29	2427609986	516.25 ✓
	Jun 14	1825455761	841.50 ✓		Jun 30	1828383199	579.00 ✓

Total Customer Deposits \$ 18,809.73



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 Jun 1, 2011
 through
 Jun 30, 2011

FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Jun 28	On 062611 ATLANTIC CIT NJ TAJ MAHAL - SULT REF # 24761971178121109017 US1	8121109017	\$ 25.68-
Card [REDACTED] Withdrawals Subtotal			\$ 25.68-
Total Card Withdrawals			\$ 25.68-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jun 14	Analysis Service Charge	1400000000	\$ 64.49-
Total Other Withdrawals			\$ 64.49-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1995	Jun 9	8894067973	768.00	1997	Jun 23	8994682848	960.00
1996	Jun 16	1825935101	523.00				
Conventional Checks Paid (3)							\$ 2,251.00-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jun 1	61,940.08	Jun 10	69,708.95	Jun 21	74,043.96
Jun 2	62,628.33	Jun 13	70,268.95	Jun 22	75,406.96
Jun 3	65,077.58	Jun 14	71,045.96	Jun 23	74,998.46
Jun 6	66,013.33	Jun 15	72,256.21	Jun 27	76,163.82
Jun 7	68,624.70	Jun 16	72,240.21	Jun 28	76,638.64
Jun 8	69,343.20	Jun 17	72,740.21	Jun 29	77,154.89
Jun 9	69,067.70	Jun 20	73,515.71	Jun 30	77,733.89

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: May 2011

Account Number:	[REDACTED]	\$ 64.49
Analysis Service Charge assessed to	[REDACTED]	\$ 64.49

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	37		No Charge
Returned Deposited Items	1	7.00000	7.00
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			19.00
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	98	0.13000	12.74
Cash Vault Deposit-st. Louis	15	1.25000	18.75
Mailed Receipts-st. Louis	14	1.00000	14.00
Subtotal: Cvs Coin/Currency			45.49
Fee Based Service Charges for Account Number [REDACTED]			\$ 64.49



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Business Statement

Account Number

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CITY OF ST. LOUIS
RECORDER OF DEEDS
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INFORMATION YOU SHOULD KNOW

We have completed our periodic update of the "Your Deposit Account Agreement" booklet. The changes are effective immediately and in some cases you may have received advance notice indicating an effective date either via statement message or statement insert. Please review the revised booklet carefully. Most of the changes are technical in nature, but may affect your rights.

In particular, a summary of the updates to note in the Deposit Account Agreement include: the addition of two new sections (Overdraft Protection Plans, page 12 and Business Reserve Line Agreement, page 53) and one subsection (Business Account Issues - Fraud Prevention Measures, page 34). Updates were also made to the following sections: Insufficient Funds and Overdrafts - ATM and Check Card Overdraft Coverage (page 11), S.T.A.R.T (page 23), Funds Availability: Your Ability to Withdraw Funds - All Accounts (page 30), Checks and Checking Accounts and Savings Accounts with Draft Access - NOW Accounts (pages 23 & 33), Electronic Banking Agreement for Consumer Customers - Security (page 36), Electronic Banking Agreement for Business Customers - Security (page 42), Consumer Reserve Line Agreement (pages 47-53), U.S. Bank Checking Account Advance Agreement (pages 56-62), and Arbitration (pages 29, 46, 52, & 61).

You may pick up a copy at your local branch; view the updated agreement at usbank.com by going to usbank.com, selecting your checking or savings product, selecting the Terms and Conditions or Fees & Disclosures tab, and clicking on Deposit Account Agreement; or contact customer service at the number listed at the top of this statement, for a copy.

FREE SMALL BUSINESS CHECKING

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

	# Items				
Beginning Balance on Jul 1		\$	77,733.89	Interest Paid this Year	\$ 2.95
Customer Deposits	20		14,422.69		
Card Withdrawals	2		581.44-		
Other Withdrawals	1		83.55-		
Checks Paid	7		3,719.31-		
Ending Balance on Jul 31, 2011		\$	87,772.28		

Reward Program Summary

All Rewards shown are as of July 29, 2011

FlexPerks Business Cash Rewards Visa® Check Card Check Card Number: [REDACTED] **FlexPerks**

Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
01/29/2009	\$ 24.84	\$ 0.00	\$ 24.84	\$ 20.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jul 1	2521233385	584.00 ✓		Jul 8	2522852107	528.25 ✓
	Jul 5	1828535100	640.00 ✓		Jul 11	2420060160	667.00 -
	Jul 6	2522342430	2,224.44 ✓		Jul 12	2523320411	871.25 ✓
	Jul 7	2321457396	588.00 ✓		Jul 13	2523536916	541.00 -



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Jul 1, 2011
 through
 Jul 31, 2011



FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Customer Deposits (continued)

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount	
	Jul 14	2420379406	756.00		Jul 22	2525062054	482.75	
126	Jul 15	2420566189	442.00		Jul 25	2322844657	637.00	
	Jul 18	2421207444	754.00		Jul 26	2322990847	546.75	
	Jul 19	2524513542	513.25		Jul 27	2323224883	1,605.00	
	Jul 20	2524751883	469.25		Jul 28	2525464708	499.75	
	Jul 21	2421869443	397.75		Jul 29	2423016743	695.25	
Total Customer Deposits							\$	14,422.69

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Jul 1	Visa Purchase (Non-PIN) USAIRWAYS 0372	On 062911 800-428-4322 AZ REF # 24792621181642000574 US1	1642000574 \$ 110.00-
Jul 5	Visa Purchase (Non-PIN) TAJ MAHAL - FRON	On 063011 ATLANTIC CIT NJ REF # 24761971182121517010 US1	2121517010 \$ 471.44-
Card [REDACTED] Withdrawals Subtotal			\$ 581.44-
Total Card Withdrawals			\$ 581.44-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jul 15	Analysis Service Charge	1500000000	\$ 83.55-
Total Other Withdrawals			\$ 83.55-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
1998	Jul 8	2522852109	288.00	2002	Jul 13	2523536918	159.04
1999	Jul 12	2523353771	404.00	2003	Jul 21	2421869446	119.77
2000	Jul 8	2028299973	1,022.50	2004	Jul 22	8995558777	864.00
2001	Jul 7	8894599416	864.00				
Conventional Checks Paid (7)							\$ 3,719.31-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jul 1	78,187.89	Jul 13	81,040.85	Jul 22	83,788.53
Jul 5	78,356.45	Jul 14	81,796.85	Jul 25	84,425.53
Jul 6	80,580.89	Jul 15	82,155.30	Jul 26	84,972.28
Jul 7	80,304.89	Jul 18	82,909.30	Jul 27	86,577.28
Jul 8	79,524.64	Jul 19	83,422.55	Jul 28	87,077.03
Jul 11	80,191.84	Jul 20	83,891.80	Jul 29	87,772.28
Jul 12	80,658.89	Jul 21	84,169.78		

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: June 2011

Account Number:	[REDACTED]	\$	83.55
Analysis Service Charge assessed to	[REDACTED]	\$	83.55



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 Jul 1, 2011
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ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	62		No Charge
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			12.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	4	0.70000	2.80
Loose Currency Ordered/\$100	2	0.12000	0.24
Subtotal: Branch Coin/Currency Services			3.04
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	152	0.13000	19.76
Cash With Deposit-st. Louis	23	1.25000	28.75
Mailed Receipts-st. Louis	20	1.00000	20.00
Subtotal: Cvs Coin/Currency			68.51
Fee Based Service Charges for Account Number [REDACTED]			\$ 83.55



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Business Statement

Account Number: [REDACTED]

Statement Period:
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 CITY OF ST. LOUIS
 RECORDER OF DEEDS
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Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Apr 2			89,357.11
Customer Deposits	21		17,222.32
Card Withdrawals	5		1,090.71-
Other Withdrawals	1		86.50-
Checks Paid	5		3,249.72-
Ending Balance on Apr 30, 2012		\$	102,152.50

Reward Program Summary

All Rewards shown are as of April 30, 2012

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
08/22/2011	\$ 24.84	\$ 0.00	\$ 0.00	\$ 0.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Apr 2	9790345559	736.75 ✓		Apr 17	9793848626	786.75 ✓
	Apr 3	9794658785	662.25 ✓		Apr 18	9795388354	652.50 ✓
	Apr 4	9797317085	691.25 ✓		Apr 19	9797033497	770.75 ✓
	Apr 5	9798783298	2,716.50 ✓		Apr 20	9798590863	587.75 ✓
	Apr 6	9792419163	1,488.25 ✓		Apr 23	9793616787	669.75 ✓
	Apr 9	9796155673	874.00 ✓		Apr 24	9796679972	570.75 ✓
	Apr 10	9790264866	586.50 ✓		Apr 25	9797778236	759.25 ✓
	Apr 11	9791316756	1,002.00 ✓		Apr 26	9790607834	868.07 ✓
	Apr 12	9794020885	345.25 ✓		Apr 27	9792592806	419.00 ✓
	Apr 13	9796145690	1,019.75 ✓		Apr 30	9797052077	508.50 ✓
	Apr 16	9798393009	506.75 ✓				

Total Customer Deposits \$ 17,222.32

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Apr 5	Visa Purchase (Non-PIN) IACREOT	On 040412 970-328-8868 CO REF # 24492152095849285222 US1 5849285222	\$ 140.00-



CITY OF ST. LOUIS
 RECORDER OF DEEDS
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Apr 2, 2012
 through
 Apr 30, 2012

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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Card Withdrawals (continued)

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Apr 5	Visa Purchase (Non-PIN) IACREOT	On 040412 970-328-8868 CO REF # 24492152095849285870 US1	5849285870 140.00-
Apr 5	Visa Purchase (Non-PIN) IACREOT	On 040412 970-328-8868 CO REF # 24492152095849286458 US1	5849286458 375.00-
Apr 5	Visa Purchase (Non-PIN) IACREOT	On 040412 970-328-8868 CO REF # 24492152095849289275 US1	5849289275 375.00-
Apr 6	Visa Purchase (Non-PIN) OFFICE MAX	On 040412 ST. LOUIS MO REF # 24445002096100483074 US1	6100483074 60.71-

Card [REDACTED] Withdrawals Subtotal \$ 1,090.71-
 Total Card Withdrawals \$ 1,090.71-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Apr 13	Analysis Service Charge	1300000000	\$ 86.50-
Total Other Withdrawals			\$ 86.50-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2032	Apr 9	8898076944	350.00	2036	Apr 20	8996904206	271.00
2033	Apr 9	9190588948	539.97	2037	Apr 23	9793616789	271.00
2035*	Apr 25	8890869381	1,817.75				

* Gap in check sequence

Conventional Checks Paid (5) \$ 3,249.72-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Apr 2	90,093.86	Apr 11	96,133.93	Apr 20	100,445.93
Apr 3	90,756.11	Apr 12	96,479.18	Apr 23	100,844.68
Apr 4	91,447.36	Apr 13	97,412.43	Apr 24	101,415.43
Apr 5	93,133.86	Apr 16	97,919.18	Apr 25	100,356.93
Apr 6	94,561.40	Apr 17	98,705.93	Apr 26	101,225.00
Apr 9	94,545.43	Apr 18	99,358.43	Apr 27	101,644.00
Apr 10	95,131.93	Apr 19	100,129.18	Apr 30	102,152.50

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2012

Account Number:	[REDACTED]	\$ 86.50
Analysis Service Charge assessed to	[REDACTED]	\$ 86.50

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	54		No Charge
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			12.00



CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
1200 MARKET ST RM 126
SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
Apr 2, 2012
through
Apr 30, 2012

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ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED] (continued)

<u>Service</u>	<u>Volume</u>	<u>Avg Unit Price</u>	<u>Total Charge</u>
Currency Ordered-per Strap	8	0.70000	5.60
Loose Currency Ordered/\$100	10	0.12000	1.20
Subtotal: Branch Coin/Currency Services			6.80
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	165	0.13000	21.45
Cash Vault Deposit-st. Louis	21	1.25000	26.25
Mailed Receipts-st. Louis	20	1.00000	20.00
Subtotal: Cvs Coin/Currency			67.70
Fee Based Service Charges for Account Number [REDACTED]		\$	86.50



Business Statement

P O. Box 1800
Saint Paul, Minnesota 55101-0800
8783 TRC 6 Y ST01

Account Number:
Statement Period:
May 1, 2012
through
May 31, 2012

000001555 1 SP 106481624430598 P
CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
1200 MARKET ST RM 126
SAINT LOUIS MO 63103-2804

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U.S. Bank is excited to announce a new site called U.S. Bank Connect. This site provides free resources and tips to help start, run and grow your business. Through interactive and informative articles, videos and workshops, Connect provides expert advice on the financial issues businesses face-such as writing a business plan, conducting market analysis, using social media effectively or preventing fraud. Join the conversation at usbankconnect.com, facebook.com/usbank or Twitter at @USBankConnect.

Important Information Related to your U.S. Bank FlexPerks Business Cash Rewards Visa Check Card. Due to low customer participation the Cash Rewards Partner Program will be discontinued as of July 1, 2012. Any qualifying purchases made online or in-store at a Cash Rewards Partner through June 30, 2012 will earn cash back. All cash rewards will expire 6 months after the date earned. To redeem your cash rewards, log into Internet Banking and select "Rewards Center". For questions please call 800-US-BANKS (800-872-2657).

INFORMATION YOU SHOULD KNOW

Effective on June 29, 2012 the Overdraft Item Paid and Overdraft Item Returned (NSF) fees and item amounts will be: \$15.00 for each overdraft item we pay or return on your behalf that is less than or equal to \$15, and \$35 for each overdraft item we pay or return on your behalf that is greater than \$15. The daily maximum fees charged is 6 overdraft items paid and 6 overdraft items returned; a maximum total of 12 per day.

FREE SMALL BUSINESS CHECKING

Member FDIC

U.S. Bank National Association
Account Summary

Account Number

Table with 3 columns: Description, # Items, Amount. Rows include Beginning Balance on May 1, Customer Deposits, Card Withdrawals, Other Withdrawals, Checks Paid, and Ending Balance on May 31, 2012.

Reward Program Summary

All Rewards shown are as of May 31, 2012

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number:



Table with 5 columns: Reward Enrollment Date, Rewards Earned Program to Date, Rewards Redeemed Program to Date, Current Rewards Balance, Rewards Available to Redeem. Row shows 08/22/2011, \$24.84, \$0.00, \$0.00, \$0.00.

Customer Deposits

Table with 8 columns: Number, Date, Ref Number, Amount, Number, Date, Ref Number, Amount. Rows show deposits for May 1, 2, 3, and 4.



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 May 1, 2012
 through
 May 31, 2012

FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Customer Deposits (continued)

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount	
	May 7	9792235555	2,259.50 ✓		May 18	9798158986	736.25 ✓	
	May 8	9796590146	1,150.50 ✓		May 21	9792418674	555.75 ✓	
	May 9	9797883829	1,138.50 ✓		May 22	9794896395	664.50 ✓	
	May 10	9791425074	499.00 ✓		May 23	9797298121	956.75 ✓	
	May 11	9793632765	740.75 ✓		May 24	9790929082	684.75 ✓	
	May 14	9797515773	629.00 ✓		May 25	9792491470	726.25 ✓	
	May 15	9791456947	664.25 ✓		May 29	9796151741	855.75 ✓	
	May 16	9793360145	790.50 ✓		May 30	9791422468	544.75 ✓	
	May 17	9795932028	803.00 ✓		May 31	9792989974	676.50 ✓	
Total Customer Deposits							\$	19,345.00

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
May 2	Visa Purchase (Non-PIN) INTERCONTINENTAL	On 042612 KANSAS CITY MO REF # 24755422122171220224 US1	2171220224 \$ 522.00-
May 2	Visa Purchase (Non-PIN) INTERCONTINENTAL	On 042612 KANSAS CITY MO REF # 24755422122171220224 US1	2171220224 522.00-
May 2	Visa Purchase (Non-PIN) INTERCONTINENTAL	On 042612 KANSAS CITY MO REF # 24755422122171220224 US1	2171220224 522.00-
May 2	Visa Purchase (Non-PIN) INTERCONTINENTAL	On 042612 KANSAS CITY MO REF # 24755422122171220224 US1	2171220224 642.34-
Card [REDACTED] Withdrawals Subtotal			\$ 2,208.34-
Total Card Withdrawals			\$ 2,208.34-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
May 14	Analysis Service Charge	1400000000	\$ 81.05-
Total Other Withdrawals			\$ 81.05-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2034	May 21	8891036520	699.20 ✓	2040	May 4	9092476257	31,109.35 ✓
2038*	May 3	9390847236	100.00 ✓	2041	May 22	9794896399	239.00 ✓
2039	May 11	8993261174	1,626.80 ✓	2042	May 7	9195067710	539.97 ✓

* Gap in check sequence

Conventional Checks Paid (6) \$ 34,314.32-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
May 1	102,849.75	May 11	76,625.04	May 22	80,449.04
May 2	102,397.66	May 14	77,172.99	May 23	81,405.79
May 3	103,148.66	May 15	77,837.24	May 24	82,090.54
May 4	73,003.56	May 16	78,627.74	May 25	82,816.79
May 7	74,723.09	May 17	79,430.74	May 29	83,672.54
May 8	75,873.59	May 18	80,166.99	May 30	84,217.29
May 9	77,012.09	May 21	80,023.54	May 31	84,893.79
May 10	77,511.09				

Balances only appear for days reflecting change



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 May 1, 2012
 through
 May 31, 2012

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: April 2012

Account Number: [REDACTED] \$ 81.05
 Analysis Service Charge assessed to [REDACTED] \$ 81.05

Service Activity Detail for Account Number [REDACTED]

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Depository Services			
Combined Transactions/Items	51		No Charge
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			12.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	2	0.70000	1.40
Loose Currency Ordered/\$100	1	0.12000	0.12
Subtotal: Branch Coin/Currency Services			1.52
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	156	0.13000	20.28
Cash Vault Deposit-st Louis	21	1.25000	26.25
Mailed Receipts-st. Louis	21	1.00000	21.00
Subtotal: Cvs Coin/Currency			67.53
Fee Based Service Charges for Account Number [REDACTED]			\$ 81.05



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 8783 TRC Y ST01

Business Statement

Account Number: [REDACTED]
 Statement Period:
 Jun 1, 2012
 through
 Jun 30, 2012

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 CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
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 SAINT LOUIS MO 63103-2804



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 for the Deaf: 1-800-685-5065

Internet: usbank.com

FREE SMALL BUSINESS CHECKING

U.S. Bank National Association

Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Jun 1			84,893.79
Customer Deposits	22		18,932.73
Card Withdrawals	3		73.21-
Other Withdrawals	1		79.66-
Ending Balance on Jun 30, 2012		\$	103,673.65

Reward Program Summary

All Rewards shown are as of June 29, 2012

FlexPerks Business Cash Rewards Visa® Check Card Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
08/22/2011	\$ 24.84	\$ 0.00	\$ 0.00	\$ 0.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jun 1	9795500651	843.36 ✓		Jun 15	9790168119	738.75 ✓
	Jun 4	9792480742	901.25 ✓		Jun 18	9795101414	1,262.39 ✓
	Jun 5	9796455816	2,705.50 ✓		Jun 19	9798577638	581.25 ✓
	Jun 6	9798239290	914.75 ✓		Jun 20	9791412490	1,114.50 ✓
	Jun 7	9791552804	813.50 ✓		Jun 21	9793047976	694.25 ✓
	Jun 8	9794097607	781.00 ✓		Jun 22	9795471399	881.50 ✓
	Jun 11	9798096704	735.00 ✓		Jun 25	9790882772	588.75 ✓
	Jun 12	9793416480	52.00 ✓		Jun 26	9793677511	726.00 ✓
	Jun 12	9793416482	689.00 ✓		Jun 27	9796105208	738.25 ✓
	Jun 13	9795548994	958.25 ✓		Jun 28	9797710698	1,073.98 ✓
	Jun 15	9790168147	549.50 ✓		Jun 29	9790838163	590.00 ✓

Total Customer Deposits \$ 18,932.73

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Jun 27	Visa Purchase (Non-PIN) PLI*WATERMARKERC Exchg Amt: \$34.95 Orig Curr:34.95	On 062512 Plimus, Inc REF # 74929272179081740010 CY1 Currency Type: U.S. DOLLAR	9081740010 \$ 34.95-



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Jun 1, 2012
 through
 Jun 30, 2012

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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Card Withdrawals (continued)

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Jun 27	Int'l Processing Fee PLI*WATERMARKERC	On 062512 Plimus, Inc REF # 74929272179081740010 CY1	9081740010 0.00-
Jun 29	Visa Purchase (Non-PIN) HYATT ALBUQUERQU	On 062712 888-472-2870 NM REF # 24610432180072005008 US1	0072005008 37.57-

Card [REDACTED] Withdrawals Subtotal \$ 73.21-
 Total Card Withdrawals \$ 73.21-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jun 14	Analysis Service Charge	1400000000	\$ 79.66-
Total Other Withdrawals			\$ 79.66-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jun 1	85,737.15	Jun 12	93,329.15	Jun 21	99,148.38
Jun 4	86,638.40	Jun 13	94,287.40	Jun 22	100,029.88
Jun 5	89,343.90	Jun 14	94,207.74	Jun 25	100,618.63
Jun 6	90,258.65	Jun 15	95,495.99	Jun 26	101,344.63
Jun 7	91,072.15	Jun 18	96,758.38	Jun 27	102,047.24
Jun 8	91,853.15	Jun 19	97,339.63	Jun 28	103,121.22
Jun 11	92,588.15	Jun 20	98,454.13	Jun 29	103,673.65

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: May 2012

Account Number:	[REDACTED]	\$ 79.66
Analysis Service Charge assessed to	[REDACTED]	\$ 79.66

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	51		No Charge
Statement With Checks	1	12.00000	12.00
Subtotal: Depository Services			12.00
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	157	0.13000	20.41
Cash Vault Deposit-st. Louis	21	1.25000	26.25
Mailed Receipts-st. Louis	21	1.00000	21.00
Subtotal: Cvs Coin/Currency			67.66
Fee Based Service Charges for Account Number [REDACTED]			\$ 79.66



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Business Statement

Account Number: [REDACTED]

Statement Period:

Jul 2, 2012
through
Jul 31, 2012

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CITY OF ST. LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
1200 MARKET ST RM 126
SAINT LOUIS MO 63103-2804



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Telecommunications Device for the Deaf:

1-800-685-5065

Internet:

usbank.com

FREE SMALL BUSINESS CHECKING

U.S. Bank National Association

Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Jul 2			103,673.65
Customer Deposits	21		19,685.29
Other Deposits	1		34.95
Card Withdrawals	4		760.10-
Other Withdrawals	2		104.42-
Checks Paid	2		188.00-
Ending Balance on Jul 31, 2012		\$	122,341.37

Reward Program Summary

All Rewards shown are as of July 31, 2012

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number: [REDACTED]

FlexPerks

Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
08/22/2011	\$ 24.84	\$ 0.00	\$ 0.00	\$ 0.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jul 2	9794754777	697.25✓		Jul 18	9796485372	1,112.75✓
	Jul 3	9791219372	956.25✓		Jul 19	9797464668	750.75✓
	Jul 5	9795242767	2,795.83✓		Jul 20	9791525567	545.50✓
	Jul 6	9797906977	1,183.25✓		Jul 23	9793823486	536.00✓
	Jul 9	9791797366	879.25✓		Jul 24	9797027902	728.50✓
	Jul 10	9796932801	840.96✓		Jul 25	9791081366	1,358.75✓
	Jul 11	9790265106	1,110.75✓		Jul 26	9793087900	722.50✓
	Jul 12	9792018757	883.50✓		Jul 27	9794901249	579.50✓
	Jul 13	9794066106	801.25✓		Jul 30	9790011169	842.50✓
	Jul 16	9797756330	547.00✓		Jul 31	9794050253	897.25✓
	Jul 17	9793913927	916.00✓				

Total Customer Deposits \$ 19,685.29

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jul 3	Visa (Non-PIN) Return PLI*WATERMARKERC [REDACTED]	On 070212 Plimus, Inc REF # 74929272185082480008 CY1 5082480008	\$ 34.95

Total Other Deposits \$ 34.95



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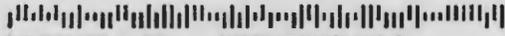
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Business Statement

Account Number: [REDACTED]

Statement Period:
Jul 2, 2012
through
Jul 31, 2012

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CITY OF ST LOUIS
RECORDER OF DEEDS
SHARON QUIGLEY CARPENTER
CITY HALL
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FREE SMALL BUSINESS CHECKING

U.S. Bank National Association

Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Jul 2			103,673.65
Customer Deposits	21		19,685.29
Other Deposits	1		34.95
Card Withdrawals	4		760.10-
Other Withdrawals	2		104.42-
Checks Paid	2		188.00-
Ending Balance on Jul 31, 2012		\$	122,341.37

Reward Program Summary

All Rewards shown are as of July 31, 2012

FlexPerks Business Cash Rewards Visa® Check Card

Check Card Number: [REDACTED]



Reward Enrollment Date	Rewards Earned Program to Date	Rewards Redeemed Program to Date	Current Rewards Balance	Rewards Available to Redeem
08/22/2011	\$ 24.84	\$ 0.00	\$ 0.00	\$ 0.00

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Jul 2	9794754777	697.25 ✓		Jul 18	9796485372	1,112.75 ✓
	Jul 3	9791219372	956.25 ✓		Jul 19	9797464668	750.75 ✓
	Jul 5	9795242767	2,795.83 ✓		Jul 20	9791525567	545.50 ✓
	Jul 6	9797906977	1,183.25 ✓		Jul 23	9793823486	536.00 ✓
	Jul 9	9791797366	879.25 ✓		Jul 24	9797027902	728.50 ✓
	Jul 10	9796932801	840.96 ✓		Jul 25	9791081366	1,358.75 ✓
	Jul 11	9790265106	1,110.75 ✓		Jul 26	9793087900	722.50 ✓
	Jul 12	9792018757	883.50 ✓		Jul 27	9794901249	579.50 ✓
	Jul 13	9794066106	801.25 ✓		Jul 30	9790011169	842.50 ✓
	Jul 16	9797756330	547.00 ✓		Jul 31	9794050253	897.25 ✓
	Jul 17	9793913927	916.00 ✓				

Total Customer Deposits \$ 19,685.29

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Jul 3	Visa (Non-PIN) Return PLI*WATERMARKERC	On 070212 Plimus, Inc REF # 74929272185082480008 CY1	5082480008 \$ 34.95

Total Other Deposits \$ 34.95



CITY OF ST LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 Jul 2, 2012
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 Jul 31, 2012

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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Jul 2	Visa Purchase (Non-PIN) HYATT ALBUQUERQU	On 063012 888-472-2870 NM REF # 24610432183072005003 US1	3072005003 \$ 21.48-
Jul 5	Visa Purchase (Non-PIN) HYATT HOTELS ALB	On 070212 888-472-2870 NM REF # 24610432185004101000 US1	5004101000 691.76-
Jul 5	Visa Purchase (Non-PIN) AVANGATE*PICTURE Exchg Amt: \$45.95 Orig Curr: 45.95	On 070312 AMSTERDAM REF # 74008602185226143994 NL1 Currency Type: U.S. DOLLAR	5226143994 45.95-
Jul 5	Intl Processing Fee AVANGATE*PICTURE	On 070312 AMSTERDAM REF # 74008602185226143994 NL1	5226143994 0.91-

Card [REDACTED] Withdrawals Subtotal \$ 760.10-
Total Card Withdrawals \$ 760.10-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Jul 11	Cash Vault Debit Adj	Location/Ser#0004830001 9790265107	\$ 20.00-
Jul 16	Analysis Service Charge	1600000000	84.42-
Total Other Withdrawals			\$ 104.42-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2043	Jul 5	9795242772	94.00 ✓	2044	Jul 3	8992467470	94.00 ✓
Conventional Checks Paid (2)							\$ 188.00-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Jul 2	104,349.42	Jul 12	112,087.54	Jul 23	117,212.37
Jul 3	105,246.62	Jul 13	112,888.79	Jul 24	117,940.87
Jul 5	107,209.83	Jul 16	113,351.37	Jul 25	119,299.62
Jul 6	108,393.08	Jul 17	114,267.37	Jul 26	120,022.12
Jul 9	109,272.33	Jul 18	115,380.12	Jul 27	120,601.62
Jul 10	110,113.29	Jul 19	116,130.87	Jul 30	121,444.12
Jul 11	111,204.04	Jul 20	116,676.37	Jul 31	122,341.37

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: June 2012

Account Number:	[REDACTED]	\$ 84.42
Analysis Service Charge assessed to	[REDACTED]	\$ 84.42

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	37		No Charge
Statement With Checks	1	12.00000	12.00



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Jul 2, 2012
 through
 Jul 31, 2012

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ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED] (continued)

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Branch Coin/Currency Services			
Currency Ordered-per Strap	2	0.70000	1.40
Loose Currency Ordered/\$100	1	0.12000	0.12
Subtotal: Branch Coin/Currency Services			1.52
Cvs Coin/Currency			
Cash Dep-per \$100-st. Louis	180	0.13000	23.40
Cash Vault Deposit-st Louis	22	1.25000	27.50
Mailed Receipts-st. Louis	20	1.00000	20.00
Subtotal: Cvs Coin/Currency			70.90
Fee Based Service Charges for Account Number [REDACTED]			\$ 84.42



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Business Statement

Account Number: [REDACTED]
 Statement Period:
 Feb 1, 2013
 through
 Feb 28, 2013

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 CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
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Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Feb 1			221,420.50
Customer Deposits	20		19,070.32
Card Withdrawals	2		242.54-
Other Withdrawals	2		998.69-
Checks Paid	4		3,038.12-
Ending Balance on Feb 28, 2013		\$	236,211.47

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount	
	Feb 1	4191856094	1,267.00 ✓	Feb 13	4196972722		761.00 ✓	
	Feb 4	4195208227	50.00 ✓	Feb 14	4197516994		1,200.75 ✓	
	Feb 4	4194972120	1,123.00 ✓	Feb 15	4198685763		880.00 ✓	
	Feb 5	4196221511	2,024.75 ✓	Feb 19	4192462893		554.75 ✓	
	Feb 7	4198886413	703.25 ✓	Feb 20	4194929558		970.96 ✓	
	Feb 7	4198766597	901.50 ✓	Feb 21	4196034883		1,362.82 ✓	
	Feb 8	4198766597	901.50 ✓	Feb 25	4190464190		950.54 ✓	
	Feb 8	4191493676	920.25 ✓	Feb 26	4191735223		782.00 ✓	
	Feb 11	4194202753	800.25 ✓	Feb 27	4192966953		1,669.75 ✓	
	Feb 12	4195088632	626.00 ✓	Feb 28	4193641623		620.25 ✓	
Total Customer Deposits							\$	19,070.32

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Feb 13	Visa Purchase (Non-PIN) CAMDEN ON THE LA	On 021113 LAKE OZARK MO REF # 24431053043207088500119	3207088500 \$ 100.67-
Feb 14	Visa Purchase (Non-PIN) CAMDEN ON THE LA	On 021213 LAKE OZARK MO REF # 24431053044207088500019	4207088500 141.87-
Card [REDACTED] Withdrawals Subtotal			\$ 242.54-
Total Card Withdrawals			\$ 242.54-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Feb 8	Reversed Deposit	4198766597	\$ 901.50-
Feb 14	Analysis Service Charge	1400000000	97.19-
Total Other Withdrawals			\$ 998.69-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2056	Feb 12	8350250650	65.00	2057	Feb 11	4193539590	201.56



CITY OF ST LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Feb 1, 2013
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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Checks Presented Conventionally (continued)

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2058	Feb 6	8895505583	201.56	2059	Feb 20	9095095391	2,570.00

Conventional Checks Paid (4) \$ 3,038.12-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Feb 1	222,687.50	Feb 11	228,807.38	Feb 20	230,826.11
Feb 4	223,860.50	Feb 12	229,368.38	Feb 21	232,188.93
Feb 5	225,885.25	Feb 13	230,028.71	Feb 25	233,139.47
Feb 6	225,683.69	Feb 14	230,990.40	Feb 26	233,921.47
Feb 7	227,288.44	Feb 15	231,870.40	Feb 27	235,591.22
Feb 8	228,208.69	Feb 19	232,425.15	Feb 28	236,211.47

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: January 2013

Account Number:	[REDACTED]	\$	97.19
Analysis Service Charge assessed to	[REDACTED]	\$	97.19

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	46		No Charge
Returned Deposited Items	1	8.00000	8.00
Statement with Checks	1	14.00000	14.00
Subtotal: Depository Services			22.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	1	0.70000	0.70
Loose Currency Ordered/\$100	1	0.12000	0.12
Subtotal: Branch Coin/Currency Services			0.82
CVS Coin/Currency			
Cash Dep-per \$100-St. Louis	199	0.13000	25.87
Cash Vault Deposit-St Louis	22	1.25000	27.50
Mailed Receipts-St. Louis	21	1.00000	21.00
Subtotal: CVS Coin/Currency			74.37
Fee Based Service Charges for Account Number [REDACTED]			\$ 97.19



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Business Statement

Account Number: [REDACTED]

Statement Period:

Mar 1, 2013

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Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Mar 1			236,211.47
Customer Deposits	22		20,087.15
Card Withdrawals	1		94.41-
Other Withdrawals	1		77.52-
Checks Paid	3		13,736.71-
Ending Balance on Mar 31, 2013		\$	242,389.98

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
Mar 1	4195203667		723.75 ✓	Mar 15	4195057007		723.25 ✓
Mar 4	4197784402		1,038.00 ✓	Mar 18	4197523413		1,116.75 ✓
Mar 5	4191728741		1,574.50 ✓	Mar 19	4190610711		1,081.81 ✓
Mar 6	4192962986		882.75 ✓	Mar 20	4191106796		1,618.59 ✓
Mar 7	4193628690		1,466.25 ✓	Mar 21	4192102107		1,083.75 ✓
Mar 8	4195057390		654.00 ✓	Mar 22	4194442911		647.00 ✓
Mar 11	4190172656		810.50 ✓	Mar 25	4196828485		635.75 ✓
Mar 12	4191603512		1,060.00 ✓	Mar 26	4198137328		636.00 ✓
Mar 13	4192354322		153.75 ✓	Mar 27	4190530439		571.25 ✓
Mar 13	4192354318		1,041.75 ✓	Mar 28	4191635754		1,124.50 ✓
Mar 14	4193748221		854.50 ✓	Mar 29	4192548059		588.75 ✓

Total Customer Deposits \$ 20,087.15

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Mar 27	Visa Purchase (Non-PIN) JOANIES TO GO	On 032513 SAINT LOUIS MO REF # 24071053085158125980711	5158125980 \$ 94.41-

Card [REDACTED] Withdrawals Subtotal \$ 94.41-

Total Card Withdrawals \$ 94.41-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Mar 14	Analysis Service Charge	1400000000	\$ 77.52-

Total Other Withdrawals \$ 77.52-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2060	Mar 14	9098142639	13,479.34	2063	Mar 28	8998879013	121.37
2062*	Mar 25	8996453725	136.00				



CITY OF ST LOUIS
 RECORDER OF DEEDS
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Business Statement

Account Number: [REDACTED]

Statement Period:
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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Checks Presented Conventionally (continued)

* Gap in check sequence

Conventional Checks Paid (3) \$ 13,736.71-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Mar 1	236,935.22	Mar 12	244,421.22	Mar 21	238,538.51
Mar 4	237,973.22	Mar 13	245,616.72	Mar 22	239,185.51
Mar 5	239,547.72	Mar 14	232,914.36	Mar 25	239,685.26
Mar 6	240,430.47	Mar 15	233,637.61	Mar 26	240,321.26
Mar 7	241,896.72	Mar 18	234,754.36	Mar 27	240,798.10
Mar 8	242,550.72	Mar 19	235,836.17	Mar 28	241,801.23
Mar 11	243,361.22	Mar 20	237,454.76	Mar 29	242,389.98

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: February 2013

Account Number:	[REDACTED]	\$	77.52
Analysis Service Charge assessed to	[REDACTED]	\$	77.52

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	46		No Charge
Statement with Checks	1	14.00000	14.00
Subtotal: Depository Services			14.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	7	0.70000	4.90
Loose Currency Ordered/\$100	9	0.12000	1.08
Coin Rolls Ordered-per Roll	1	0.14000	0.14
Subtotal: Branch Coin/Currency Services			6.12
CVS Coin/Currency			
Cash Dep-per \$100-St. Louis	155	0.13000	20.15
Cash Vault Deposit-St. Louis	17	1.25000	21.25
Mailed Receipts-St. Louis	16	1.00000	16.00
Subtotal: CVS Coin/Currency			57.40
Fee Based Service Charges for Account Number [REDACTED]			\$ 77.52



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Business Statement

Account Number: [REDACTED]

Statement Period:
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Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on Apr 1			242,389.98
Customer Deposits	24		24,489.10
Other Deposits	1		170.00
Card Withdrawals	3		598.80-
Other Withdrawals	2		257.38-
Checks Paid	3		2,546.96-
Ending Balance on Apr 30, 2013		\$	263,645.94

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	Apr 1	4195436912	734.75✓		Apr 16	4196001705	1,490.75
	Apr 2	4197034063	730.75✓		Apr 17	4197152365	810.75
	Apr 3	4198277148	1,756.00✓		Apr 18	4197917433	650.00
	Apr 4	4190289382	804.50✓		Apr 19	4190273341	699.25
	Apr 5	4192104043	652.25✓		Apr 22	4192326699	501.25
	Apr 8	4194011273	696.50✓		Apr 23	4193907389	566.25
	Apr 9	4196663236	1,080.75✓		Apr 24	4195088448	1,647.50
	Apr 11	4198587036	1,332.84✓		Apr 25	4196240865	1,196.25
	Apr 11	4198586568	2,629.34✓		Apr 26	4197408961	265.00
	Apr 12	4191375623	3.25✓		Apr 26	4197408959	976.75
	Apr 12	4191375633	1,684.66✓		Apr 29	4190712968	931.75
	Apr 15	4193514825	1,647.26✓		Apr 30	4192508829	1,000.75✓
			Total Customer Deposits	\$	24,489.10		

Other Deposits

Date	Description of Transaction	Ref Number	Amount
Apr 18	Cash Vault	Credit Adjustment Electronic	\$ 170.00
Total Other Deposits			\$ 170.00

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Apr 8	Visa Purchase (Non-PIN) CAMDEN ON THE LA [REDACTED]	On 040513 LAKE OZARK MO REF # 24431053096207088500016 6207088500	\$ 526.28-



CITY OF ST LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
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Business Statement

Account Number: [REDACTED]

Statement Period:
 Apr 1, 2013
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 Apr 30, 2013

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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U S Bank National Association

Account Number [REDACTED]

Card Withdrawals (continued)

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
Apr 12	Visa Purchase (Non-PIN) ACCESS COURIER	On 041013 314-968-5800 MO REF # 24412953101207029700045	1207029700 47.57-
Apr 15	Visa Purchase (Non-PIN) ACCESS COURIER	On 041113 314-968-5800 MO REF # 24412953102207029800034	2207029800 24.95-

Card [REDACTED] Withdrawals Subtotal \$ 598.80-

Total Card Withdrawals \$ 598.80-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Apr 12	Analysis Service Charge	1200000000	\$ 87.38-
Apr 16	Cash Vault Debit Adj	Location/Ser#0000001111 4196001706	170.00-

Total Other Withdrawals \$ 257.38-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2061	Apr 1	4195643964	136.00	2065	Apr 15	8992017171	1,025.90
2064*	Apr 16	9094789402	1,385.06				

* Gap in check sequence

Conventional Checks Paid (3) \$ 2,546.96-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Apr 1	242,988.73	Apr 11	252,145.38	Apr 22	257,061.69
Apr 2	243,719.48	Apr 12	253,698.34	Apr 23	257,627.94
Apr 3	245,475.48	Apr 15	254,294.75	Apr 24	259,275.44
Apr 4	246,279.98	Apr 16	254,230.44	Apr 25	260,471.69
Apr 5	246,932.23	Apr 17	255,041.19	Apr 26	261,713.44
Apr 8	247,102.45	Apr 18	255,861.19	Apr 29	262,645.19
Apr 9	248,183.20	Apr 19	256,560.44	Apr 30	263,645.94

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2013

Account Number: [REDACTED] \$ 87.38

Analysis Service Charge assessed to [REDACTED] \$ 87.38

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	48		No Charge
Reject Checks Paid	1		No Charge
Statement with Checks	1	14.00000	14.00
Subtotal: Depository Services			14.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	1	0.70000	0.70
Loose Currency Ordered/\$100	6	0.12000	0.72
Coin Rolls Ordered-per Roll	1	0.14000	0.14



CITY OF ST. LOUIS
RECORDER OF DEEDS
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Business Statement

Account Number:
[REDACTED]

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Apr 1, 2013
through
Apr 30, 2013

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ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED] (continued)

<u>Service</u>	<u>Volume</u>	<u>Avg Unit Price</u>	<u>Total Charge</u>
CVS Coin/Currency			
Cash Dep-per \$100-St. Louis	189	0.13000	24.57
Cash Vault Deposit-St. Louis	21	1.25000	26.25
Mailed Receipts-St. Louis	21	1.00000	21.00
Subtotal: CVS Coin/Currency			71.82
Fee Based Service Charges for Account Number [REDACTED]			\$ 87.38



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Business Statement

Account Number: [REDACTED]

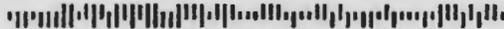
Statement Period:

May 1, 2013

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CITY OF ST. LOUIS
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FREE SMALL BUSINESS CHECKING

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Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on May 1			263,645.94
Customer Deposits	22		22,559.00
Card Withdrawals	5		604.94 -
Other Withdrawals	1		104.25 -
Checks Paid	2		3,871.55 -
Ending Balance on May 31, 2013		\$	281,624.20

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount	
	May 1	4194043770	960.50 ✓		May 16	4193835888	974.00 ✓	
	May 2	4194924620	808.25 ✓		May 17	4194346395	1,325.57 ✓	
	May 3	4197237038	1,755.25 ✓		May 20	4197042957	657.75 ✓	
	May 6	4190898565	847.00 ✓		May 21	4198774204	910.80 ✓	
	May 7	4192295691	994.50 ✓		May 22	4190670581	859.75 ✓	
	May 8	4193925086	1,668.50 ✓		May 23	4191530862	580.25 ✓	
	May 9	4194435392	1,263.50 ✓		May 24	4193220421	769.50 ✓	
	May 10	4196698326	691.75 ✓		May 28	4195350541	988.25 ✓	
	May 13	4190080102	620.75 ✓		May 29	4197016793	1,072.00 ✓	
	May 14	4191205090	667.00 ✓		May 30	4198093685	1,162.75 ✓	
	May 15	4192623186	2,086.63 ✓		May 31	4190463176	894.75 ✓	
Total Customer Deposits							\$	22,559.00

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
May 15	Visa Purchase (Non-PIN) QT 655 06	On 051413 EUREKA MO REF # 24399003134993007600420	4993007600 \$ 41.46-
May 28	Visa Purchase (Non-PIN) DNC GE JUMER'S H	On 052213 ROCK ISLAND IL REF # 24224433145104031477143	5104031477 173.46-
May 28	Visa Purchase (Non-PIN) DNC GE JUMER'S H	On 052213 ROCK ISLAND IL REF # 24224433145104031476970	5104031476 173.46-
May 28	Visa Purchase (Non-PIN) DNC GE JUMER'S H	On 052213 ROCK ISLAND IL REF # 24224433145104031477135	5104031477 173.46-



CITY OF ST. LOUIS
 RECORDER OF DEEDS
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Business Statement

Account Number: [REDACTED]

Statement Period:
 May 1, 2013
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FREE SMALL BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Card Withdrawals (continued)

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
May 31	Visa Purchase (Non-PIN) EDDIE'S SOUTHTOW [REDACTED]	On 053013 ST. LOUIS MO REF # 24323043150577539010053	43.10-

Card [REDACTED] Withdrawals Subtotal	\$	604.94-
Total Card Withdrawals	\$	604.94-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
May 14	Analysis Service Charge	1400000000	\$ 104.25-
Total Other Withdrawals			\$ 104.25-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2066	May 7	9095379255	1,118.94	2067	May 28	8998247811	2,752.61
Conventional Checks Paid (2)							\$ 3,871.55-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
May 1	264,606.44	May 13	272,137.00	May 22	279,472.79
May 2	265,414.69	May 14	272,699.75	May 23	280,053.04
May 3	267,169.94	May 15	274,744.92	May 24	280,822.54
May 6	268,016.94	May 16	275,718.92	May 28	278,537.80
May 7	267,892.50	May 17	277,044.49	May 29	279,609.80
May 8	269,561.00	May 20	277,702.24	May 30	280,772.55
May 9	270,824.50	May 21	278,613.04	May 31	281,624.20
May 10	271,516.25				

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: April 2013

Account Number: [REDACTED]	\$	104.25
Analysis Service Charge assessed to [REDACTED]	\$	104.25

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	54		No Charge
Statement with Checks	1	14.00000	14.00
Subtotal: Depository Services			14.00
Branch Coin/Currency Services			
Currency Ordered-per Strap	2	0.70000	1.40
Loose Currency Ordered/\$100	6	0.12000	0.72
Coin Rolls Ordered-per Roll	1	0.14000	0.14
Subtotal: Branch Coin/Currency Services			2.26
CVS Coin/Currency			
Cash Dep-per \$100-St. Louis	223	0.13000	28.99
Cash Vault Deposit-St. Louis	26	1.25000	32.50
Cash Dep Adjustment-St. Louis	1	6.50000	6.50



CITY OF ST. LOUIS
RECORDER OF DEEDS
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Business Statement:

Account Number: [REDACTED]

Statement Period:

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ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED] (continued)

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Subtotal: CVS Coin/Currency			87.99
Fee Based Service Charges for Account Number [REDACTED]			\$ 104.25



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Account Number

Statement Period

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Service: 1-866-483-3336

Telecommunications Device
for the Deaf: 1-800-685-5066

Internet: usbank.com

SILVER BUSINESS CHECKING

Member FDIC

U.S. Bank National Association

Account Number

Account Summary

Table with 3 columns: Description, # Items, Amount. Rows include Beginning Balance on Apr 1, Customer Deposits, Card Withdrawals, Other Withdrawals, Checks Paid, and Ending Balance on Apr 30, 2014.

Handwritten initials 'PM'

Customer Deposits

Table with 4 columns: Number, Date, Ref Number, Amount. Lists individual deposit transactions from Apr 1 to Apr 15.

Total Customer Deposits \$ 18,991.28

Card Withdrawals

Card Number: [Redacted]

Table with 4 columns: Date, Description of Transaction, Ref Number, Amount. Lists debit purchase transactions for VISA cards on Apr 21, 22, 24, and 25.



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number

Statement Period

Apr 1, 2014
 through
 Apr 30, 2014

Page 2 of 3



SILVER BUSINESS CHECKING (CONTINUED)

U.S. Bank National Association

Account Number

Card Withdrawals (continued)

Card Number:

Date	Description of Transaction	Ref Number	Amount
Apr 28	Debit Purchase - VISA QT 655 06	On 042414 EUREKA MO REF # 24399004115993046587803	5993046587 26.00-
Apr 28	Debit Purchase - VISA CHATEAU ON THE L	On 042414 BRANSON MO REF # 24435654115401042499377	5401042499 536.64-
Apr 28	Debit Purchase - VISA CHATEAU ON THE L	On 042414 BRANSON MO REF # 24435654115401042499385	5401042499 536.64-
Apr 28	Debit Purchase - VISA CHATEAU ON THE L	On 042614 BRANSON MO REF # 24435654117401042698844	7401042699 804.96-

Card Withdrawals Subtotal \$ 2,143.89-
 Total Card Withdrawals \$ 2,143.89-

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
Apr 4	Electronic Withdrawal REF=14093014070649 Y	From DLX For Business 1411877307BUS PROD 02030530367128	\$ 98.11-
Apr 14	Analysis Service Charge	1400000000	130.69-
Total Other Withdrawals			\$ 228.80-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2102	Apr 3	9092517082	30.00	2122	Apr 14	9094254150	1,025.90
2115*	Apr 1	9097056990	28.00	2123	Apr 30	9095964479	20.00
2116	Apr 1	9095428127	132.00	2124	Apr 23	9091904952	25.00
2117	Apr 9	9091315871	1,200.00	2125	Apr 17	9697630990	27,811.16
2119*	Apr 7	8051905878	256.41	2126	Apr 22	4193805991	132.67
2120	Apr 22	9097189289	28.00	2127	Apr 23	9093383165	15.00
2121	Apr 16	9090011774	56.00	2129*	Apr 25	9250702863	26.00

* Gap in check sequence

Conventional Checks Paid (14) \$ 30,786.14-

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
Apr 1	292,929.63	Apr 11	300,601.86	Apr 22	275,559.46
Apr 2	293,725.13	Apr 14	300,094.27	Apr 23	275,826.21
Apr 3	294,163.13	Apr 15	300,579.52	Apr 24	276,517.55
Apr 4	294,862.52	Apr 16	301,257.77	Apr 25	277,120.04
Apr 7	295,276.36	Apr 17	273,958.86	Apr 26	275,729.05
Apr 8	297,811.11	Apr 18	274,520.11	Apr 29	276,556.55
Apr 9	298,476.61	Apr 21	275,175.14	Apr 30	278,376.08
Apr 10	299,978.11				

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: March 2014

Account Number:		\$	130.69
Account Number:		\$	0.00
Analysis Service Charge assessed to		\$	130.69



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 Apr 1, 2014
 through
 Apr 30, 2014

ANALYSIS SERVICE CHARGE DETAIL (CONTINUED)

Service Activity Detail for Account Number [REDACTED]

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Depository Services			
Combined Transactions/Items	66		No Charge
Statement with Checks	1	14.00000	14.00
Subtotal: Depository Services			14.00
SinglePoint			
SP E CDay Det & Sum Mo Maint	2	10.00000	20.00
SP E Current Day per Item Det	29		No Charge
SP E Pday Det & Sum Mo Maint	2	7.47500	14.95
SP E Previous Day per Item Det	83		No Charge
SP E Book Transfer Mo Maint	2		No Charge
SP E Stop Payment Mo Maint	2		No Charge
Subtotal: SinglePoint			34.95
Image Services			
SP E Image Retrieved	3		No Charge
Subtotal: Image Services			0.00
CVS Coin/Currency			
Cash Dep-per \$100-St. Louis	148	0.13000	19.24
Cash Vault Deposit-St Louis	28	1.25000	35.00
Cash Dep Adjustment-St. Louis	1	6.50000	6.50
Mailed Receipts-St. Louis	21	1.00000	21.00
Subtotal: CVS Coin/Currency			81.74
Fee Based Service Charges for Account Number [REDACTED]			\$ 130.69

Service Activity Detail for Account Number [REDACTED]

<i>Service</i>	<i>Volume</i>	<i>Avg Unit Price</i>	<i>Total Charge</i>
Depository Services			
Combined Transactions/Items	42		No Charge
Subtotal: Depository Services			0.00
Fee Based Service Charges for Account Number [REDACTED]			\$ 0.00



P.O. Box 1800
 Saint Paul, Minnesota 55101-0800
 8783 TRC 2

Y ST01

Business Statement

Account Number: [REDACTED]

Statement Period:

May 1, 2014
 through
 May 30, 2014

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 CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804



To Contact U.S. Bank

Commercial Customer Service: 1-866-483-3335

Telecommunications Device for the Deaf: 1-800-685-5065

Internet: usbank.com

SILVER BUSINESS CHECKING

U.S. Bank National Association

Member FDIC

Account Number [REDACTED]

Account Summary

	# Items	\$	
Beginning Balance on May 1			278,376.08
Customer Deposits	24		19,562.42
Card Withdrawals	3		520.38-
Other Withdrawals	1		130.03-
Checks Paid	2		58.00-
Ending Balance on May 31, 2014		\$	297,230.09

Customer Deposits

Number	Date	Ref Number	Amount	Number	Date	Ref Number	Amount
	May 1	4193950875	402.75 ✓		May 15	4191302520	1,006.50 ✓
	May 2	4195131613	605.50 ✓		May 16	4192440104	620.75 ✓
	May 5	4197868490	960.75 ✓		May 19	4193670900	765.75 ✓
	May 6	4190821524	1,046.75 ✓		May 20	4195662981	553.75 ✓
	May 7	4191974885	604.00 ✓		May 21	4196699162	546.50 ✓
	May 8	4193036256	1,925.00 ✓		May 22	4197706491	513.75 ✓
	May 9	4194362810	710.50 ✓		May 23	4190680090	207.67 ✓
	May 12	4196714076	1,861.75 ✓		May 23	4190680080	901.50 ✓
	May 13	4197764862	33.00 ✓		May 27	4192050889	884.00 ✓
	May 13	4197763434	1,927.75 ✓		May 28	4193995823	744.25 ✓
	May 14	4198829222	23.00 ✓		May 29	4194581304	631.25 ✓
	May 14	4198861603	1,466.75 ✓		May 30	4196001309	619.25 ✓

Total Customer Deposits \$ 19,562.42

Card Withdrawals

Card Number: [REDACTED]

Date	Description of Transaction	Ref Number	Amount
May 23	Debit Purchase - VISA DNC GE JUMER'S H	On 052114 ROCK ISLAND IL REF # 24224434143101053004276	3101053004 \$ 173.46-
May 23	Debit Purchase - VISA DNC GE JUMER'S H	On 052114 ROCK ISLAND IL REF # 24224434143101053004821	3101053004 173.46-
May 23	Debit Purchase - VISA DNC GE JUMER'S H	On 052114 ROCK ISLAND IL REF # 24224434143101053004839	3101053004 173.46-

Card [REDACTED] Withdrawals Subtotal \$ 520.38-

Total Card Withdrawals \$ 520.38-



CITY OF ST. LOUIS
 RECORDER OF DEEDS
 SHARON QUIGLEY CARPENTER
 CITY HALL
 1200 MARKET ST RM 126
 SAINT LOUIS MO 63103-2804

Business Statement

Account Number: [REDACTED]

Statement Period:
 May 1, 2014
 through
 May 30, 2014

SILVER BUSINESS CHECKING

(CONTINUED)

U.S. Bank National Association

Account Number [REDACTED]

Other Withdrawals

Date	Description of Transaction	Ref Number	Amount
May 14	Analysis Service Charge	1400000000	\$ 130.03-
Total Other Withdrawals			\$ 130.03-

Checks Presented Conventionally

Check	Date	Ref Number	Amount	Check	Date	Ref Number	Amount
2118	May 15	8951013799	25.00	2130*	May 15	9097638608	33.00
Conventional Checks Paid (2)							\$ 58.00-

* Gap in check sequence

Balance Summary

Date	Ending Balance	Date	Ending Balance	Date	Ending Balance
May 1	278,778.83	May 12	286,493.08	May 21	293,248.80
May 2	279,384.33	May 13	288,453.83	May 22	293,762.55
May 5	280,345.08	May 14	289,813.55	May 23	294,351.34
May 6	281,391.83	May 15	290,762.05	May 27	295,235.34
May 7	281,995.83	May 16	291,382.80	May 28	295,979.59
May 8	283,920.83	May 19	292,148.55	May 29	296,610.84
May 9	284,631.33	May 20	292,702.30	May 30	297,230.09

Balances only appear for days reflecting change.

ANALYSIS SERVICE CHARGE DETAIL

Account Analysis Activity for: April 2014

Account Number:	[REDACTED]	\$ 130.03
Account Number:	[REDACTED]	\$ 0.00
Analysis Service Charge assessed to	[REDACTED]	\$ 130.03

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			
Combined Transactions/Items	82		No Charge
Statement with Checks	1	14.00000	14.00
Subtotal: Depository Services			14.00
SinglePoint			
SP E CDay Det & Sum Mo Maint	2	10.00000	20.00
SP E Current Day per Item Det	36		No Charge
SP E Pday Det & Sum Mo Maint	2	7.47500	14.95
SP E Previous Day per Item Det	98		No Charge
SP E Book Transfer Mo Maint	2		No Charge
SP E Stop Payment Mo Maint	2		No Charge
Subtotal: SinglePoint			34.95
CVS Coin/Currency			
Cash Dep-per \$100-St. Louis	166	0.13000	21.58
Cash Vault Deposit-St Louis	30	1.25000	37.50
Mailed Receipts-St. Louis	22	1.00000	22.00
Subtotal: CVS Coin/Currency			81.08
Fee Based Service Charges for Account Number [REDACTED]			\$ 130.03

Service Activity Detail for Account Number [REDACTED]

Service	Volume	Avg Unit Price	Total Charge
Depository Services			