

# NOTICE OF OPEN MEETING

CITY OF LAKE SAINT LOUIS

ADMINISTRATIVE/FINANCE  
PUBLIC WORKS  
JOINT WORK SESSION

**MONDAY, MARCH 2, 2020**  
6:00 P.M. - CITY HALL

## AGENDA

1. Discussion – Mid-Year Revenue Budget Adjustment
2. Discussion – De-Annex a Feise Road Right of Way East of Henke Road
3. Discussion – The Meadows Park Concept Plan
4. General Discussion

PLEASE CONTACT CITY HALL 48 HOURS PRIOR TO THE MEETING IF INDIVIDUAL ACCOMMODATIONS ARE REQUIRED.

REPRESENTATIVES OF THE NEWS MEDIA MAY OBTAIN COPIES OF THIS NOTICE BY CONTACTING THE CITY CLERK'S OFFICE.

Posted By:



Donna F. Daniel, City Clerk

Date: February 26, 2020

Time: 1:00 p.m.



February 25, 2020

**M\*E\*M\*O\*R\*A\*N\*D\*U\*M**

TO: Kathy Schweikert, Mayor  
Jason Law, Alderman  
John Pellerito, Alderman  
Mike Potter, Alderman  
Gary Torlina, Alderman  
Gary Turner, Alderman  
Karen Vennard, Alderman

FROM: Paul Markworth, City Administrator

A handwritten signature in blue ink, appearing to be "P. Markworth", is written over the "FROM:" line.

SUBJECT: Mid-Year Revenue Budget Adjustment

Renee recommends increasing the General Fund revenue budgeted amount by \$207,795. The increase is attributed to sales tax being \$227,614 over budget for the first six months of the fiscal year. This is a 9% increase. The recommendation keeps the sales tax projected for the remaining six months as originally budgeted.

Telecom gross receipt fees are projected to be lower than budgeted. AT&T's gross receipt payment is projected to be \$45,000 lower than budgeted.

Cuivre River has reallocated a portion of their franchise fee to their gross receipt fee and when combined there is a slight increase in revenue.

Missouri Gas and Vehicle Rebate fee is projected to be \$17,000 more than budgeted.

I am digging in and not recommending we revise Court Fines. The budget anticipated \$190,000 in revenue and the current estimate is \$163,000 will be collected. Court revenue continues to decline each year. It was \$310,000 as recently as fiscal year 2015/16 and more before then. I am trying to figure out what is going on as the police department reports more tickets have been written than in the past. Effective January 1, 2020 per the Missouri Supreme Court Rule 37.49 a new uniform fine schedule is imposed. The fine schedule is what the violator pays when they come to the court window to make a payment. The judge still has discretion at court. I've attached a copy of the fine schedule for you to look at.

Interest income is forecast to be \$17,000 more than was budgeted.

Rent on one of the telecommunication towers is up \$11,191 so I suspect there is a new co-locator on the tower.



Effective 1-1-20

FINE SCHEDULE FOR MUNICIPAL OFFENSES  
APPROVED BY UNIFORM FINE SCHEDULE COMMITTEE AUGUST 29, 2019  
EFFECTIVE JANUARY 1, 2020

LAKE SAINT LOUIS MUNICIPAL DIVISION  
Violations Bureau  
[www.lakesaintlouis.com](http://www.lakesaintlouis.com)

Per Missouri Supreme Court Rule 37.49, The order shall include all violations contained in the uniform fine schedule established by Rule 37.495, except those that are NOT offenses within the respective Municipality or County.

As Municipal Judge of the City of Lake Saint Louis, St. Charles County, State of Missouri, I do hereby establish by Judicial Order a Violations Bureau, which shall be subject to the supervision of the Presiding Judge of St. Charles Circuit Court. The except to this order is it is hereby ordered that Mary Vance, Court Administrator is appointed Violation Bureau Clerk. It is further order that the Court Administrator can designate Court Clerks and Administrative Assistants to perform the duties required by the Court including accepting appearance, waiver of trial, plea of guilty, and payment of fine and costs in animal control, housing/nuisance violation or traffic offenses.

The offenses within the authority of the violation clerk are hereinafter designated along with the fines and court costs to be imposed by Order of this Court.

In all of the below listed cases, costs will be assessed at \$29.50 unless otherwise noted. Court costs are set by State Statutes.

**Any violation involving an Accident requires a court appearance. Anyone 17 years or younger must appear in Court with a parent or legal guardian.**

This schedule of fines and costs are subject to change due to any mandates by Court Operating Rules, State or Local laws.

CHARGE CODE	DESCRIPTION	FINE	Court Costs	Total Due
ORDIN.0-004N20005599.0	ANIMAL LICENSE	\$50.50	\$29.50	\$80.00
ORDIN.0-005N20165599.0	ANIMAL AT LARGE	\$50.50	\$29.50	\$80.00
ORDIN.0-013N20005499.0	OPERATE ALL-TERRAIN VEHICLE UPON A HIGHWAY/STREET NOT AUTHORIZED	\$50.50	\$29.50	\$80.00
ORDIN.0-014N20005499.0	OPERATE ALL-TERRAIN VEHICLE CARRYING A PASSENGER	\$50.50	\$29.50	\$80.00
ORDIN.0-015N20005499.0	OPERATE ALL-TERRAIN VEHICLE WITHOUT PROPER BICYCLE SAFETY FLAG	\$50.50	\$29.50	\$80.00
ORDIN.0-016N20005499.0	OPERATE ALL-TERRAIN VEHICLE WITHIN A STREAM OR RIVER	\$149.50	\$29.50	\$179.00
ORDIN.0-017N20005499.0	OPERATE ALL-TERRAIN VEHICLE ON HWY WITHOUT OPERATOR OR CHAUFFEUR LICENSE	\$60.50	\$29.50	\$90.00
ORDIN.0-020N20005499.0	OPERATE ATV ON HWY IN EXCESS OF 30 MILES PER HOUR	\$60.50	\$29.50	\$90.00
ORDIN.0-021N20005499.0	PERSON UNDER 18 YEARS OF AGE OPERATE ALL-TERRAIN VEHICLE WITHOUT SECURELY FASTENED SAFETY HELMET ON HEAD	\$50.50	\$29.50	\$80.00
ORDIN.0-038Y20005499.0	EXPIRED DRIVER'S LICENSE	\$50.50	\$29.50	\$80.00
ORDIN.0-047N20005499.0	PERMITTED INVALIDATED LICENSEE TO OPERATE MOTORCYCLE	\$70.50	\$29.50	\$100.00
ORDIN.0-105N20005499.0	IMPROPER BACKING	\$60.50	\$29.50	\$90.00

ORDIN.0-106N20035499.0	WEAVING	\$60.50	\$29.50	\$90.00
ORDIN.0-107N20005499.0	FAILED TO DRIVE ON RIGHT HALF OF ROADWAY WHEN ROADWAY WAS OF SUFFICIENT WIDTH	\$60.50	\$29.50	\$90.00
ORDIN.0-108N20005499.0	FAILED TO DRIVE WITHIN SINGLE LANE	\$60.50	\$29.50	\$90.00
ORDIN.0-109N20005499.0	DROVE VEHICLE TO LEFT SIDE OF ROADWAY WHEN VIEW OBSTRUCTED BY HILL/CURVE	\$130.50	\$29.50	\$160.00
ORDIN.0-110N20005499.0	DROVE VEHICLE TO LEFT SIDE OF ROADWAY WITHIN 100 FEET OF BRIDGE/VIADUCT/TUNNEL WHEN VIEW OBSTRUCTED	\$130.50	\$29.50	\$160.00
ORDIN.0-114N20005499.0	MADE U-TURN/INTERFERED WITH TRAFFIC WHERE VISION LESS THAN 300 FEET - TRAFFIC HAZARD CREATED	\$60.50	\$29.50	\$90.00
ORDIN.0-117N20005499.0	DROVE IN CENTER LANE OF 3-LANE ROAD WHEN VIEW OBSTRUCTED/NOT CLEAR OF TRAFFIC	\$60.50	\$29.50	\$90.00
ORDIN.0-118N20005499.0	DROVE IN CENTER LANE OF 3-LANE ROAD WHEN VIEW OBSTRUCTED/NOT CLEAR OF TRAFFIC - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-120N20005499.0	DROVE WRONG DIRECTION ON STREET	\$60.50	\$29.50	\$90.00
ORDIN.0-121N20005499.0	DROVE WRONG DIRECTION ON STREET - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-123N20005499.0	FAILED TO DRIVE ON RIGHT HALF OF ROADWAY WHEN ROADWAY WAS SUFFICIENT WIDTH - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-125N20035499.0	FAILURE TO STAY ON PAVEMENT	\$60.50	\$29.50	\$90.00
ORDIN.0-126N20005499.0	ILLEGAL/IMPROPER TURNING	\$60.50	\$29.50	\$90.00
ORDIN.0-127N20005499.0	TURNED RIGHT ON RED SIGNAL WHERE PROHIBITED BY SIGN	\$60.50	\$29.50	\$90.00
ORDIN.0-128N20005499.0	FAIL TO SIGNAL/GAVE IMPROPER SIGNAL WHEN STOPPING/TURNING LEFT OR RIGHT	\$60.50	\$29.50	\$90.00
ORDIN.0-129N20005499.0	ENTERED/TRAVELED IN A LANE OVER WHICH A RED SIGNAL WAS SHOWN	\$60.50	\$29.50	\$90.00
ORDIN.0-131N20005499.0	MADE U-TURN NOT AT CROSSOVER	\$60.50	\$29.50	\$90.00
ORDIN.0-132N20005499.0	MADE U-TURN AT INTERSECTION CONTROLLED BY TRAFFIC SIGNAL/POLICE OFFICER	\$60.50	\$29.50	\$90.00
ORDIN.0-133N20005499.0	MADE U-TURN NOT AT CROSSOVER-CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-135N20005499.0	FOLLOWED ANOTHER VEHICLE TOO CLOSELY	\$60.50	\$29.50	\$90.00
ORDIN.0-137N20005499.0	IMPROPER LANE USE	\$60.50	\$29.50	\$90.00
ORDIN.0-138N20005499.0	TRUCK OVER 18000 LBS FOLLOWED ANOTHER VEHICLE TOO CLOSELY	\$130.50	\$29.50	\$160.00
ORDIN.0-139N20005499.0	FOLLOWED ANOTHER BUS/TRUCK CLOSER THAN 300 FT	\$130.50	\$29.50	\$160.00
ORDIN.0-140N20005499.0	FAIL TO YIELD AFTER STOPPING TO VEHICLE THAT ENTERED INTERSECTION/SO CLOSE TO CAUSE HAZARD	\$60.50	\$29.50	\$90.00

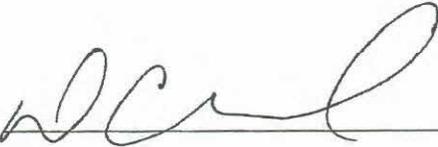
ORDIN.0-141N20005499.0	IMPROPER PASSING OF A STREETCAR	\$80.50	\$29.50	\$110.00
ORDIN.0-142N20005499.0	CHANGED LANES WHEN MOVEMENT COULD NOT BE MADE WITH SAFETY	\$60.50	\$29.50	\$80.00
ORDIN.0-143N20005499.0	CHANGED LANES WHEN MOVEMENT COULD NOT BE MADE WITH SAFETY - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-145N20005499.0	PASS VEHICLE ON RIGHT/TRAVELED OFF MAIN PORTION OF ROAD	\$80.50	\$29.50	\$110.00
ORDIN.0-146N20005499.0	PASS VEHICLE/INTERFERED WITH APPROACHING TRAFFIC	\$130.50	\$29.50	\$160.00
ORDIN.0-147N20005499.0	STOPPED/SLOWED SPEED/TURNED FROM DIRECT COURSE/MOVED VEH RGT/LFT WHEN UNSAFE	\$60.50	\$29.50	\$90.00
ORDIN.0-148N20005499.0	OPERATE/TRANSPORT IMPLEMENTS OF HUSBANDRY ON ROADWAY BETWEEN SUNSET AND SUNRISE	\$80.50	\$29.50	\$110.00
ORDIN.0-150N20005499.0	FAIL TO STOP FOR SCHOOL BUS RECEIVING/DISCHARGING SCHOOL CHILDREN	\$130.50	\$29.50	\$160.00
ORDIN.0-156N20095499.0	PERSON 21 YEARS OLD OR LESS OPERATE MOVING MOTOR VEHICLE WHILE SENDING/READING/TEXTING ON MOBILE ELECTRONIC DEVICE	\$80.50	\$29.50	\$110.00
ORDIN.0-157N20005499.0	NO HEADLIGHTS WHEN REQUIRED	\$50.50	\$29.50	\$80.00
ORDIN.0-158N20035499.0	FAILURE TO DIM LIGHTS	\$50.50	\$29.50	\$80.00
ORDIN.0-159N20005499.0	DEFECTIVE EQUIPMENT	\$50.50	\$29.50	\$80.00
ORDIN.0-161N200054__0	VIOLATE OUT-OF-SERVICE ORDER WHILE TRANSPORTING HAZARDOUS MATERIALS - 1ST OFFENSE	\$130.50	\$29.50	\$160.00
ORDIN.0-163N20005499.0	VIOLATE OUT-OF-STATE ORDER WHILE OPERATING MOTOR VEHICLE DESIGNED TO TRANSPORT MORE THAN 15 PASSENGERS INCLUDING DRIVER - 1ST OFFENSE	\$130.50	\$29.50	\$160.00
ORDIN.0-188N20005499.0	OPERATE MOTORIZED BICYCLE ON HIGHWAY - STREET WITHOUT VALID DRIVERS LICENSE	\$50.50	\$29.50	\$80.00
ORDIN.0-189N20005499.0	OPERATE MOTORIZED BICYCLE ON INTERSTATE HIGHWAY	\$50.50	\$29.50	\$80.00
ORDIN.0-190N20005499.0	FAIL TO WEAR PROTECTIVE HEADGEAR WHEN ON MOTORCYCLE IN MOTION/WEAR APPROVED GEAR ***	\$25.00	N/A	\$25.00
ORDIN.0-192N20005499.0	FAIL TO OBEY TRAFFIC CONTROL DEVICES	\$60.50	\$29.50	\$90.00
ORDIN.0-193N20005499.0	RED LIGHT VIOLATION	\$60.50	\$29.50	\$90.00
ORDIN.0-194N20005499.0	FAIL TO STOP AT STOP SGN AT STOP LINE BEFORE CROSWLK/POINT NEARST INTRSCION	\$60.50	\$29.50	\$90.00
ORDIN.0-195N20105499.0	FAIL TO STOP AT STOP SIGN AT STOP LINE/BEFORE CROSSWALK/POINT NEAREST INTERSECTION - COUNTY	\$60.50	\$29.50	\$90.00
ORDIN.0-196N20005499.0	FAIL TO TURN AS DIRECTED OR REQUIRED BY INTERSECTION TRAFFIC CONTROL DEVICE	\$60.50	\$29.50	\$90.00

ORDIN.0-198N20005499.0	FAILED TO PROCEED WITH CAUTION PAST FLASHING YELLOW SIGNAL	\$60.50	\$29.50	\$90.00
ORDIN.0-199N20005499.0	FAILED TO STOP FOR FLASHING RED SIGNAL AT STOP LINE/CROSSWALK/POINT NEAREST INTERSECTION	\$60.50	\$29.50	\$90.00
ORDIN.0-200N20005499.0	FAILED TO STOP FOR STEADY RED SIGNAL AT CROSSWALK/STOP LINE/POINT NEAREST INTERSECTION	\$60.50	\$29.50	\$90.00
ORDIN.0-201N20005499.0	FAILED TO OBEY OFFICIAL SIGNS TEMPORARILY DESIGNATING LANES	\$60.50	\$29.50	\$90.00
ORDIN.0-202N20005499.0	FAILED TO OBEY OFFICIAL SIGNS TEMPORARILY DESIGNATING LANES - CAUSE IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-204N20005499.0	CUT IN ON OVERTAKEN VEHICLE	\$80.50	\$29.50	\$110.00
ORDIN.0-205N20005499.0	FAILED TO YIELD	\$60.50	\$29.50	\$90.00
ORDIN.0-206N20005499.0	FAIL TO SLOW TO REASONABLE SPEED FOR EXISTING CONDITIONS FOR YIELD SIGN	\$60.50	\$29.50	\$90.00
ORDIN.0-207N20005499.0	FAILED TO YIELD TO VEHICLE THAT HAD ENTERED INTERSECTION WITH NO TRAFFIC CONTROL	\$60.50	\$29.50	\$90.00
ORDIN.0-208N20005499.0	FAILED TO YIELD RIGHT OF WAY TO PEDESTRIAN FACING WALK SIGNAL	\$60.50	\$29.50	\$90.00
ORDIN.0-209N20005499.0	FAIL TO YIELD TO APPROACHING VEHICLE WHEN ENTERING/CROSSING HIGHWAY FROM ALLEY/DRIVEWAY	\$60.50	\$29.50	\$90.00
ORDIN.0-210N20005499.0	FAIL TO YIELD TO APPROACHING VEHICLE WHEN TURNING LEFT INTO ALLEY/PRIVATE ROAD/DRIVEWAY	\$60.50	\$29.50	\$90.00
ORDIN.0-211N20005499.0	FAILED TO YIELD RIGHT OF WAY TO VEHICLE/PEDESTRIAN LAWFULLY IN CONTROLLED INTERSECTION OR CROSSWALK	\$60.50	\$29.50	\$90.00
ORDIN.0-212N20005499.0	FAILED TO YIELD TO VEHICLE ON RIGHT THAT ENTERED INTERSECTION AT APPROXIMATELY SAME TIME	\$60.50	\$29.50	\$90.00
ORDIN.0-213N20005499.0	FAIL TO YIELD TO VEHICLE APPROACHING FROM OPPOSITE DIRECTION WHEN TURNING LEFT	\$60.50	\$29.50	\$90.00
ORDIN.0-215N20005499.0	FAIL TO YIELD TO EMERGENCY VEHICLE SOUNDING AUDIBLE SIREN SIGNAL/DISPLAY LIGHTED VISIBLE RED/BLUE LIGHT	\$80.50	\$29.50	\$110.00
ORDIN.0-216N20065499.0	FAILURE TO PROCEED WITH CAUTION/YIELD RIGHT-OF-WAY/REDUCE SPEED WHEN APPROACHING A STATIONARY EMERGENCY VEHICLE DISPLAYING EMERGENCY LIGHTS	\$80.50	\$29.50	\$110.00
ORDIN.0-223N20005499.0	ACTIVATED SIREN/WARNING LIGHTS ON EMERGENCY VEHICLE WHEN NOT IN PURSUIT/ON AN EMERGENCY MISSION	\$80.50	\$29.50	\$110.00
ORDIN.0-224N20005499.0	FAILED TO MAKE/APPROACH FOR LEFT TURN WITHIN PROPER LANE	\$60.50	\$29.50	\$90.00
ORDIN.0-231N20005499.0	DROVE AT SUCH SLOW SPEED TO IMPEDE/BLOCK NORMAL AND REASONABLE TRAFFIC MOVEMENT	\$60.50	\$29.50	\$90.00
ORDIN.0-233N20075499._	VIOLATION OF RESTRICTIONS/REGULATIONS REGARDING TOW TRUCKS	\$130.50	\$29.50	\$160.00
ORDIN.0-242N20035499.0	OBSTRUCTING TRAFFIC	\$50.50	\$29.50	\$80.00
ORDIN.0-243N20005499.0	EQUIPMENT VIOLATION	\$50.50	\$29.50	\$80.00

ORDIN.0-244N20005499.0	EXCESSIVE NOISE - VEHICULAR	\$50.50	\$29.50	\$80.00
ORDIN.0-246N20035499.0	CRUISING	\$20.50	\$29.50	\$50.00
ORDIN.0-250N20005499.0	FAILED TO PLACE VEHICLE NOT IN MOTION AS NEAR RIGHT HAND SIDE OF ROAD AS PRACTICABLE	\$60.50	\$29.50	\$90.00
ORDIN.0-251N20005499.0	FAILED TO PLACE VEHICLE NOT IN MOTION AS NEAR RIGHT HAND SIDE OF ROAD AS PRACTICABLE CAUSING IMMEDIATE THREAT OF ACCIDENT	\$60.50	\$29.50	\$90.00
ORDIN.0-265N20005499.0	HANDICAPPED PARKING VIOLATION	\$100.50	\$29.50	\$130.00
ORDIN.0-269N20005499.0	PARKING VIOLATION	\$15.50	\$29.50	\$45.00
ORDIN.0-279N20005499.0	BICYCLE VIOLATION	\$15.50	\$29.50	\$45.00
ORDIN.0-281N20005499.0	MISCELLANEOUS PEDESTRIAN VIOLATION	\$15.50	\$29.50	\$45.00
ORDIN.0-288N20005499.0	EXPIRED PLATES	\$50.50	\$29.50	\$80.00
ORDIN.0-289N20005499.0	FAILED TO REGISTER VEHICLE	\$50.50	\$29.50	\$80.00
ORDIN.0-290N20005499.0	VEHICLE LICENSE/INSPECTION/TITLE	\$50.50	\$29.50	\$80.00
ORDIN.0-293N20005499.0	DRIVER OF MOTOR VEHICLE FAILED TO WEAR PROPERLY ADJUSTED/FASTENED SAFETY BELT	\$10.00	N/A	\$10.00
ORDIN.0-294N20105499.0	DRIVER FAIL TO SECURE CHILD 80 POUNDS OR MORE OR OVER 4 FEET 9 INCHES IN BOOSTER SEAT OR SAFETY BELT	\$10.00	N/A	\$10.00
ORDIN.0-295N20105499.0	DRIVER FAIL TO SECURE CHILD LESS THAN 8 YEARS OLD IN A CHILD RESTRAINT OR BOOSTER SEAT	\$49.50	\$29.50	\$79.00
ORDIN.0-296N20005499.0	PERSON LESS THAN 18 YEARS OF AGE OPERATING/RIDING IN TRUCK FAILED TO WEAR PROPERLY ADJUSTED/FASTENED SEAT BELT	\$10.00	N/A	\$10.00
ORDIN.0-297N20005499.0	SEATBELT VIOLATION-OTHER	\$10.00	N/A	\$10.00
ORDIN.0-316N20005499.0	EXCEEDED POSTED SPEED LIMIT (1-5 MPH OVER)	\$50.50	\$29.50	\$80.00
ORDIN.0-317N20005499.0	EXCEEDED POSTED SPEED LIMIT (6-10 MPH OVER)	\$60.50	\$29.50	\$90.00
ORDIN.0-318N20005499.0	EXCEEDED POSTED SPEED LIMIT (11-15 MPH OVER)	\$70.50	\$29.50	\$100.00
ORDIN.0-319N20005499.0	EXCEEDED POSTED SPEED LIMIT (16-19 MPH OVER)	\$100.50	\$29.50	\$130.00
ORDIN.0-320N20005499.0	EXCEEDED POSTED SPEED LIMIT (20-25 MPH OVER)	\$155.50	\$29.50	\$185.00
ORDIN.0-379N20005499.0	INCREASED SPEED WHILE BEING PASSED	\$80.50	\$29.50	\$110.00
ORDIN.0-388N201654__0	DISPLAY/POSS PLATES OF ANOTHER	\$50.50	\$29.50	\$80.00
ORDIN.0-389N201654__0	DISPLAY UNLAWFUL PLATES	\$50.50	\$29.50	\$80.00
ORDIN.0-398N20195499	OPER MTR VEH WITHOUT LIGHTED LAMPS DURING PERIODS OF FOG/WEATHER CONDITIONS	\$10.00	N/A	\$10.00
ORDIN.0-405N20207399.0	Nuisance - Abandoned Vehicle	\$50.50	\$29.50	\$80.00
ORDIN.0-406N20207399.0	Nuisance (Violations Bureau)	\$100.50	\$29.50	\$80.00

\*\*\*By statute, fine only. No court costs are assessed for these violations

Revised 12/5/19

So Ordered: 

Dated: 12/31/2019

Judge Dennis R. Chassaniol,



February 24, 2020

**M\*E\*M\*O\*R\*A\*N\*D\*U\*M**

TO: Kathy Schweikert, Mayor  
Jason Law, Alderman  
John Pellerito, Alderman  
Mike Potter, Alderman  
Gary Torlina, Alderman  
Gary Turner, Alderman  
Karen Vennard, Alderman

FROM: Paul Markworth, City Administrator

A handwritten signature in blue ink, appearing to be "P. Markworth", is written over the name of the sender in the "FROM:" field.

SUBJECT: De-Annex a Feise Road Right of Way East of Henke Road

Dardenne Prairie somehow annexed the intersection of Feise Road, Henke Road and Technology Drive. Lake Saint Louis staff told Dardenne Prairie they need to maintain the traffic signal at that intersection. They agreed to do so and also asked us to de-annex Feise Road's right of way east of that intersection. City staff recommends we do so as we don't plow this road and have not maintained it.

An ordinance is on the business meeting to de-annex the right of way. I've also attached a map exhibit to show you where this is located.



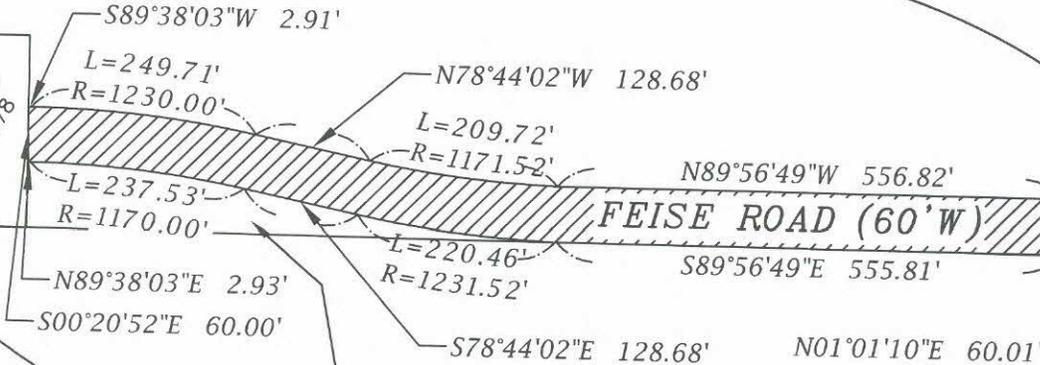
A PORTION OF FEISE ROAD SUBJECT TO  
DEANNEXATION/ANNEXATION  
ST. CHARLES COUNTY, MISSOURI

HENKE ROAD

HOPE CENTER  
PLAT BOOK 45  
PAGE 390

DARDENNE LANDING  
PLAT BOOK 37  
PAGE 44

N/F  
STATE OF MO  
1643/1978



GEORGETOWN PARK  
CONDOMINIUM DEVELOPMENT  
PLAT BOOK 44, PG 69  
PLAT BOOK 44, PG 117  
PLAT BOOK 44, PG 71  
PLAT BOOK 44, PG 114  
PLAT BOOK 45, PG 100  
PLAT BOOK 48, PG 17  
PLAT BOOK 48, PG 15

MORNING STAR CHURCH  
N/F  
2812/1655

CITY OF DARDENNE PRAIRIE  
N/F  
3573/595



SCALE: 1" = 200'



AREA OF  
DEANNEXATION/ANNEXATION



February 25, 2020

**M\*E\*M\*O\*R\*A\*N\*D\*U\*M**

TO: Kathy Schweikert, Mayor  
Jason Law, Alderman  
John Pellerito, Alderman  
Mike Potter, Alderman  
Gary Torlina, Alderman  
Gary Turner, Alderman  
Karen Vennard, Alderman

FROM: Paul Markworth, City Administrator

SUBJECT: The Meadows Park Concept Plan

A handwritten signature in blue ink, appearing to be "P. Markworth", is written over the "FROM:" line of the memo.

The proposed new park concept plan includes a pavilion, restrooms, tower, event lawn, rain garden, creek water feature, spray plaza water feature, stone wall, playground, locations for sculptures, seating and 17 additional parking spaces. The concept plan is attached.

Staff met with SWT a second time to discuss the revised concept plan and saw their \$3,079,905 project budget for the first time. We were happy the budget was much less than the \$4 million that is available should we decide to spend that much money. We told SWT how glad we were and thought there could be some reduced costs by using other products they had in their plan. For example the pour in place is a \$192,000 expense and we believe there are other less expensive materials that can be used.

SWT submitted a revised budgeted today and surprise – amounts to \$4 million. It included enhancements that were not in the original \$3,079,905 budget. I suggest we use the original budget and decide if we want to select any enhancements. Darren is contacting SWT to learn exactly what we would get by spending more money.

At this time I can provide you some general information that would increase the cost to \$4 million. They are:

- The west location in the site across from BC's has an overlook terrace. The original budget included \$90,360 for this terrace. SWT suggests enhancing this terrace somehow with a new budget price of \$286,140 – a \$195,780 increase.
- Concrete stairs are proposed to link the street parking to the splash pad. We believe this is a good feature. The cost of those stairs is \$1,350. Putting in natural stone for stairs would cost \$9,750. This may be a nice upgrade that doesn't cost that much.



- The main park entry structure linking The Meadows center clock tower to the park originally included a tower, restroom and pavilion. Staff discussed our desire for that structure to be open so people can see through it to the fountains. We thought the restrooms could be built on either side of the open structure. We also thought that the pavilion would be primarily a shade area rather than a stage like structure for bands to play to the public in the lawn area. The original budget included \$430,000 and the enhance budget has \$478,000. I don't know why the cost increased? We need to make sure SWT doesn't view this as a competing stage to The Meadows clock tower plaza.
- The playground equipment anticipates natural looking equipment as shown in the pictures within the presentation. The original budget amounted to \$350,000 and the enhanced budget has \$560,000. A \$210,000 increase in playground equipment is a lot of money.
- The plaza splash pad original budget was \$400,000. It did not include a recirculation system. SWT thought the water could be used for irrigation in the park and the remainder go into the sewer system. There are 40 spray jets proposed in the plaza. By comparison, O'Day Park in O'Fallon has a spray pad with 4 jets and the water goes into the sewer system. We estimate that 30 gallons of water a minute from the 4 jets goes into the sewer. Capturing the water in a recirculation tank increases the spray pad cost to \$665,000. There are benefits and concerns having a recirculation system that need to be evaluated.
- The pour in place pad at the playground had an original budget of \$192,000. Staff is concerned about the maintenance cost of pour in place. It will need to be replaced at least every ten years. We thought that money could be saved using a mulch material. SWT recommends we keep some pour in place surface and use mulch in other areas. The enhanced budget lists a cost of \$72,000 for mulch and \$50,400 for pour in place surface. This is a reduced cost of about \$70,000 from the original budget.
- The original budget adds 10% numbers for contractor's general conditions, for mobilization, for construction contingency, and 9% for design and engineering services. Since the enhanced budget is higher, these costs are higher as they are pegged to the cost.

Darren meets with the Park Board and Meir Cohen's team tonight (the day this memo is written). He will have a report for us Monday evening.

# City of Lake Saint Louis Meadows Park

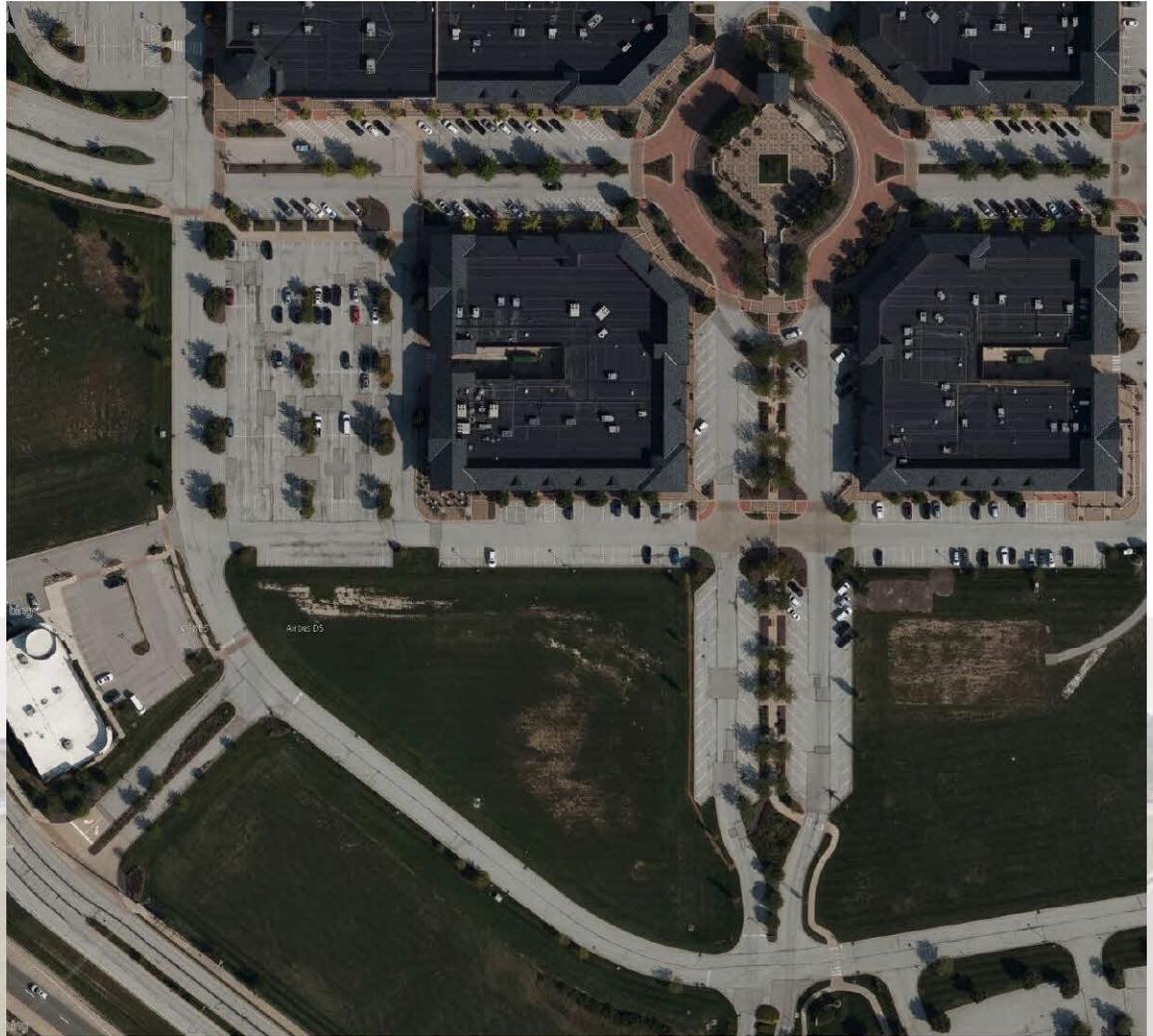
## *Concept Master Plan - Park Board Presentation*

City of Lake Saint Louis, MO  
February 26, 2020



# Agenda

- Overall Site Plan
- Park Program Items
- Project Budget
- Next Steps





KEY

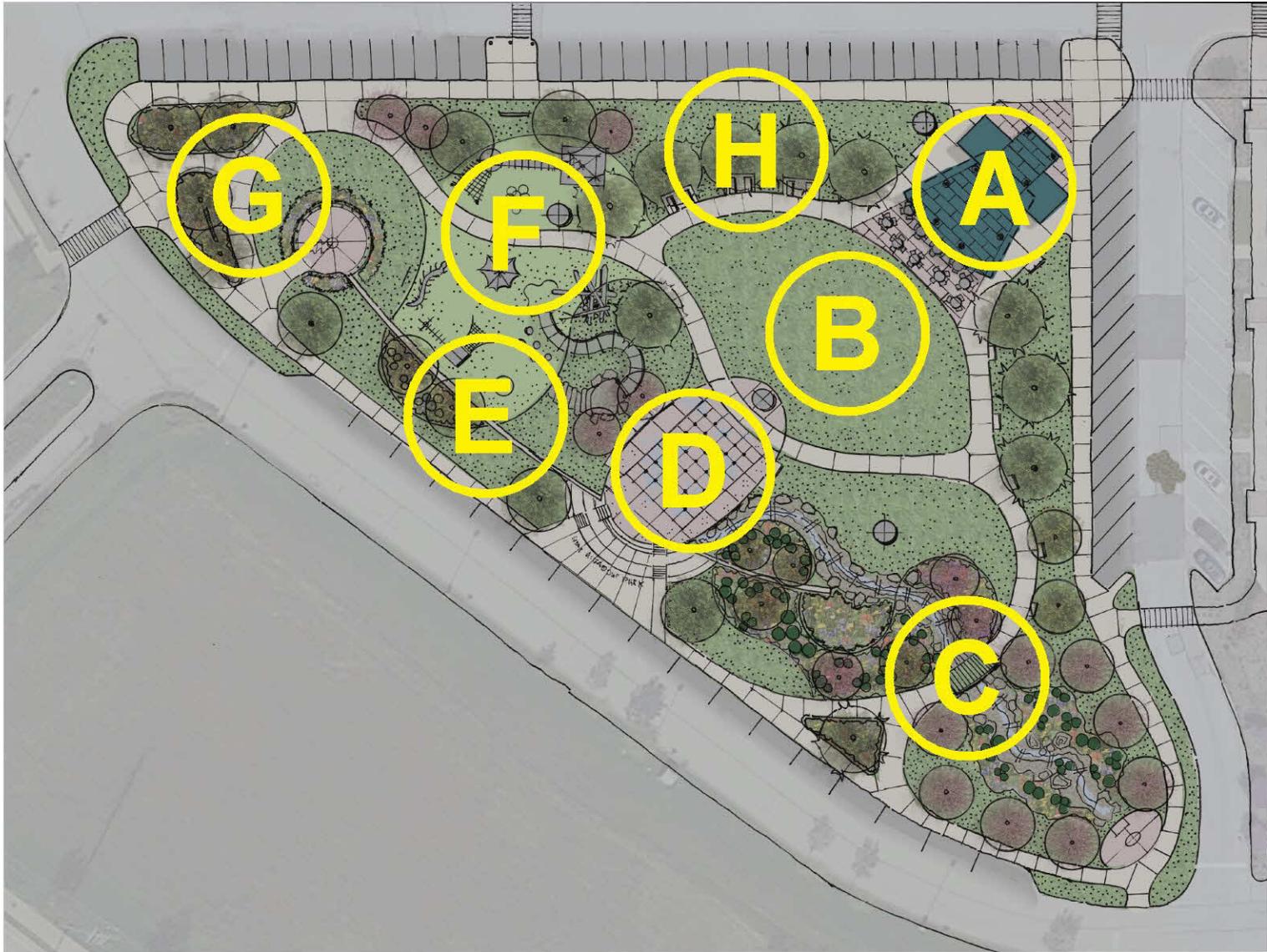
- 1 Open Pavilion
- 2 Restroom
- 3 Tower
- 4 Event Lawn
- 5 Rain Garden/Interpretive signage
- 6 Water Feature/Play
- 7 Spray Plaza
- 8 Feature Stone Wall
- 9 Playground
- 10 Additional Parking - 17
- 11 Signage
- 12 Sculpture Garden /Seating

0' 15' 30' 60' 90'



**SITE PLAN**  
MEADOWS PARK - CITY OF LAKE SAINT LOUIS, MO

FEBRUARY 26, 2020



KEY

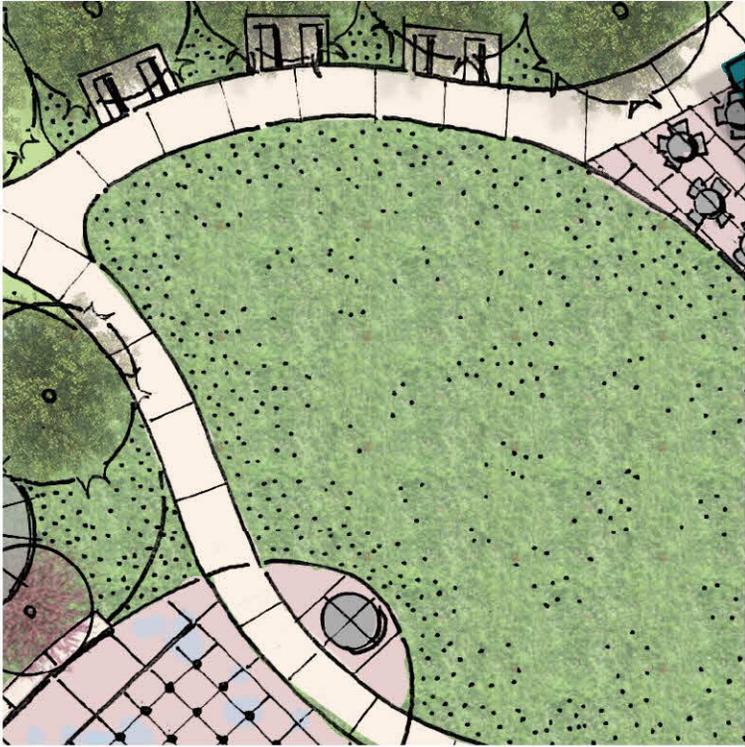
- A) Pavillion, Restroom, & Tower
- B) Event Lawn
- C) Rain Garden & Interpretive Signage
- D) Water Feature & Play and Spray Plaza
- E) Stone Wall
- F) Playground
- G) Park Signage
- H) Sculpture Garden & Seating





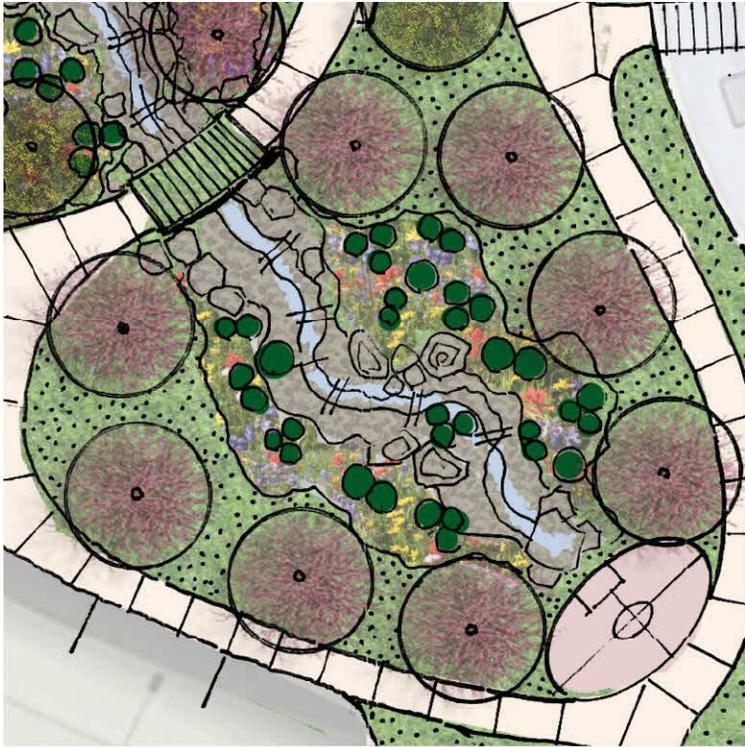
**A- PAVILLION, RESTROOM, & TOWER**  
MEADOWS PARK CITY OF LAKE SAINT LOUIS, MO

FEBRUARY 26, 2020



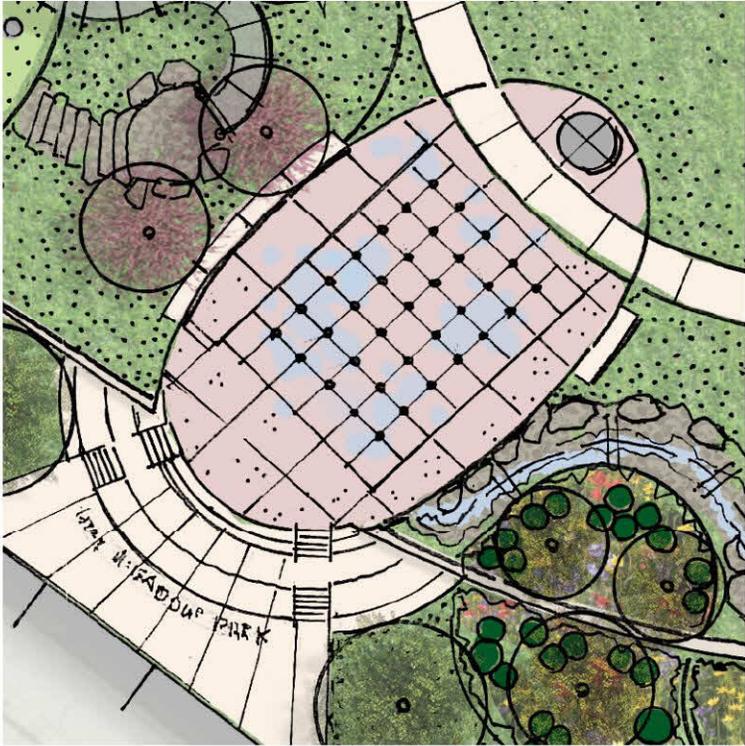
**B- EVENT LAWN**  
MEADOWS PARK - CITY OF LAKE SAINT LOUIS, MO

FEBRUARY 26, 2020

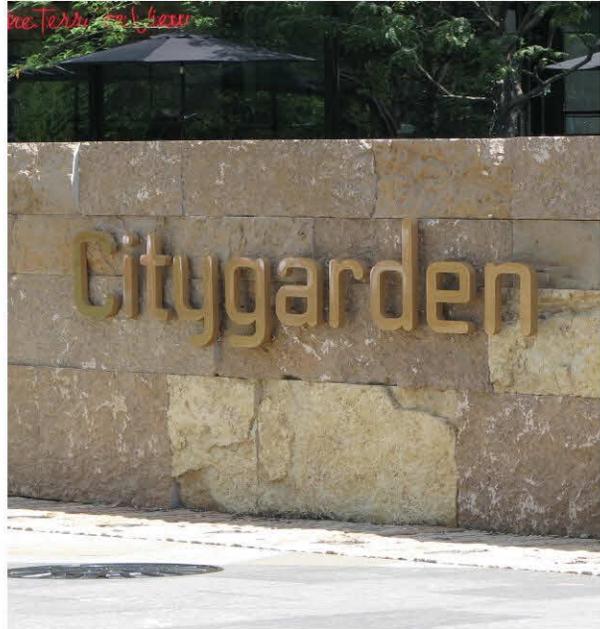
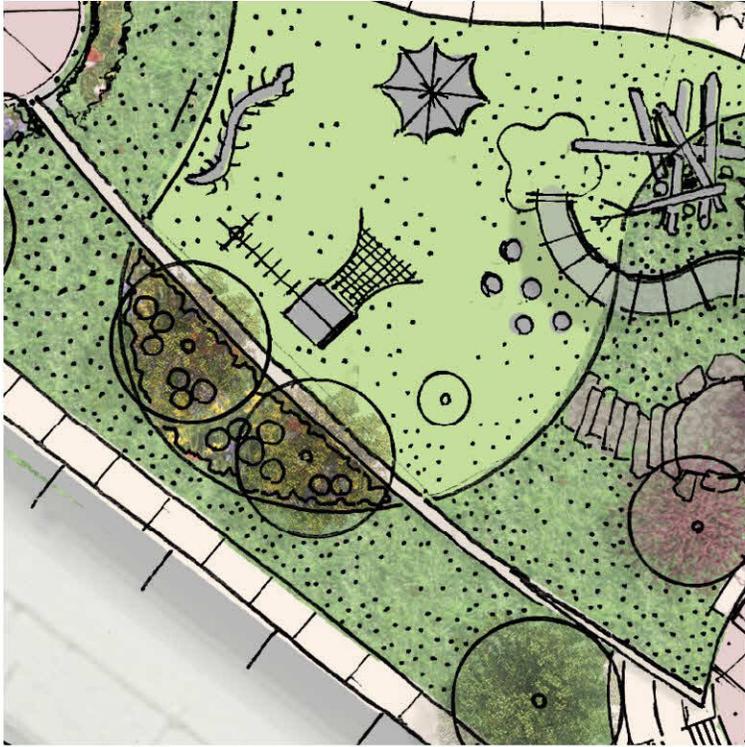


**C- RAIN GARDEN & INTERPRETIVE SIGNAGE**  
MEADOWS PARK CITY OF LAKE SAINT LOUIS, MO

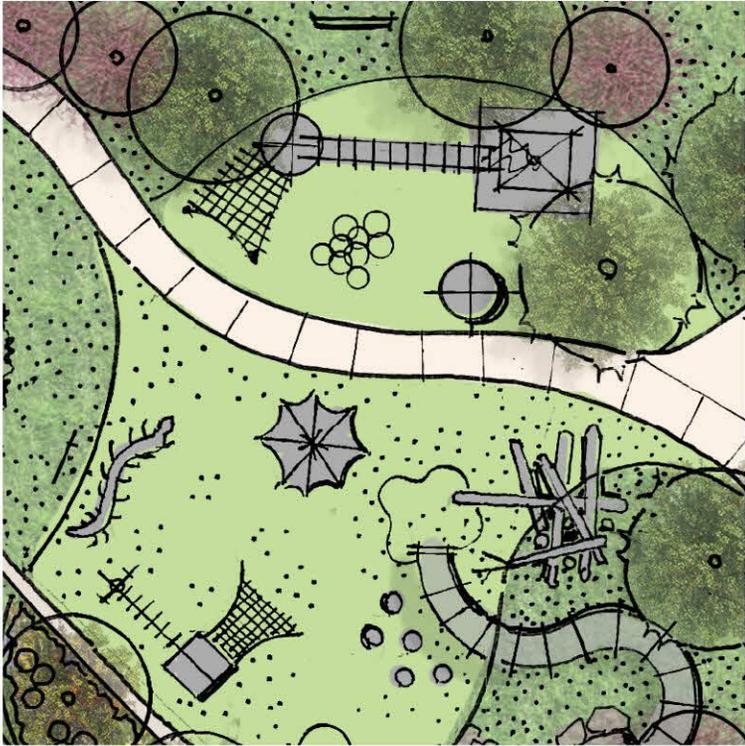
FEBRUARY 26, 2020



**D-WATER FEATURE & PLAY AND SPRAY PLAZA**  
MEADOWS PARK - CITY OF LAKE SAINT LOUIS, MO

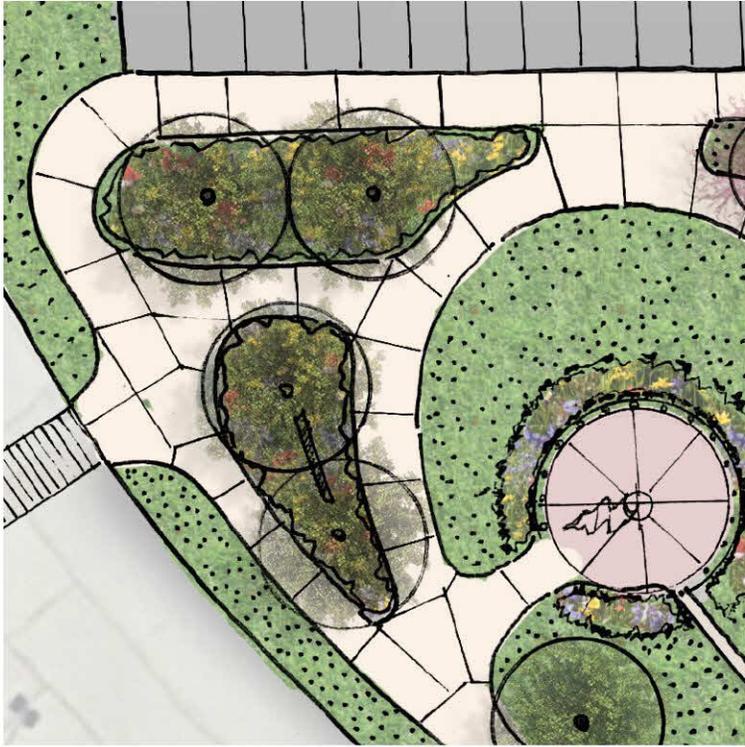


**E- STONE WALL**  
MEADOWS PARK CITY OF LAKE SAINT LOUIS, MO

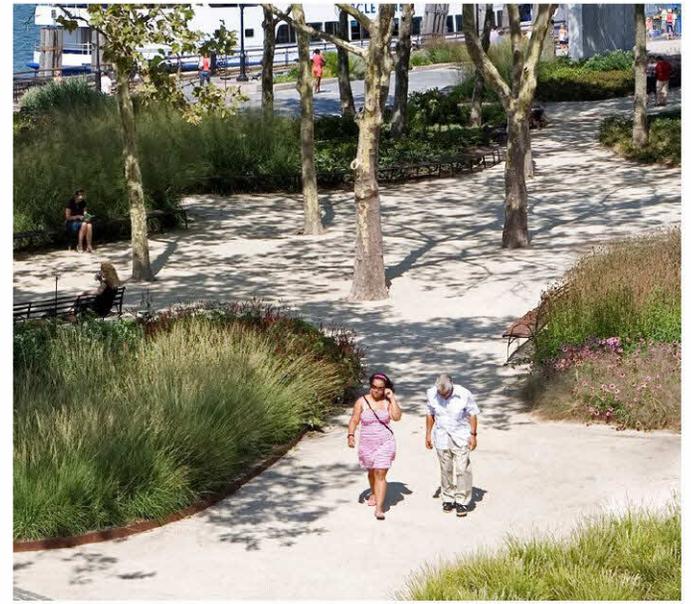
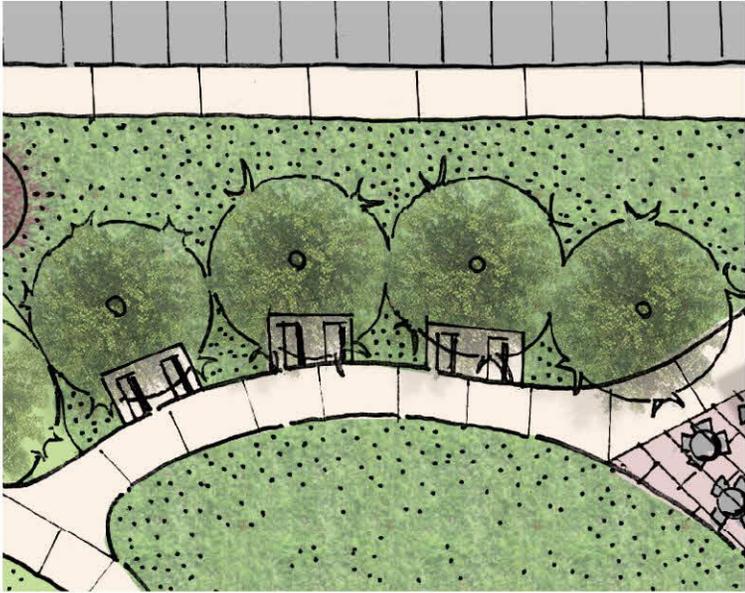


**F-PLAYGROUND**  
MEADOWS PARK - CITY OF LAKE SAINT LOUIS, MO

FEBRUARY 26, 2020



**G- PARK SIGNAGE**  
MEADOWS PARK CITY OF LAKE SAINT LOUIS, MO



**H- SCULPTURE GARDEN & SEATING**  
MEADOWS PARK - CITY OF LAKE SAINT LOUIS, MO

FEBRUARY 26, 2020



# Meadows Park

City of Lake Saint Louis, MO  
SWT Design Project # 20826.01

7-Feb-20

## Design Concept - Cost Option

Numbers based upon Concept Plan, dated January 30, 2020

### 1 Demolition

Item	Quantity	Unit	Unit Cost	Subtotal
Curb Demolition and haul off	400	lf	\$5.50	\$2,200.00
Asphalt Demolition and haul off	520	sf	\$6.50	\$125.19
			<b>Subtotal</b>	<b>\$2,325.19</b>

### 2 Grading / Utility work

Item	Quantity	Unit	Unit Cost	Subtotal
Grading Cut	450	cy	\$4.00	\$1,800.00
Grading Fill	230	cy	\$5.00	\$1,150.00
Haul-off	220	cy	\$10.00	\$2,200.00
Sanitary sewer	50	lf	\$160.00	\$8,000.00
Storm sewer	1	al	\$5,400.00	\$5,400.00
Electrical service	1	al	\$10,000.00	\$10,000.00
Water service	1	al	\$7,000.00	\$7,000.00
			<b>Subtotal</b>	<b>\$35,550.00</b>

### 3 Hardscape

Item	Quantity	Unit	Unit Cost	Subtotal
Concrete pavement / sidewalks	23,800	sf	\$6.00	\$142,800.00
Concrete curb and gutter	400	lf	\$22.75	\$9,100.00
Asphalt pavement	130	sy	\$26.50	\$3,445.00
Specialty pavement / overlook, terrace	7,530	sf	\$12.00	\$90,360.00 ✓
Limestone seat walls at splash pad	65	tons	\$450.00	\$29,250.00
Concrete stairs	150	sf	\$9.00	\$1,350.00
Limestone signature retaining wall (up to 6' height)	240	tons	\$450.00	\$108,000.00
Creek bed	1	al	\$25,000.00	\$25,000.00
Bridge, incl abutments	1	al	\$25,000.00	\$25,000.00
Crosswalk striping	5	ea	\$800.00	\$4,000.00
ADA ramps / detectable warning panels	5	ea	\$2,000.00	\$10,000.00
Bollards at crossings	3	ea	\$400.00	\$1,200.00
			<b>Subtotal</b>	<b>\$449,505.00</b>

### 4 Park Entry Structures

Item	Quantity	Unit	Unit Cost	Subtotal
Tower	1	al	\$120,000.00	\$120,000.00
Restrooms	2	al	\$80,000.00	\$160,000.00
Pavilion	1	al	\$150,000.00	\$150,000.00 ✓
			<b>Subtotal</b>	<b>\$430,000.00</b>

### 5 Play Features

Item	Quantity	Unit	Unit Cost	Subtotal
Playground equipment: swing, slide, climbing feature, 2-5 yr play features, etc	1	al	\$350,000.00	\$350,000.00 ✓
Splash pad / water feature	1	al	\$400,000.00	\$400,000.00 ✓
Poured-In-Place playground surfacing	8,000	sf	\$24.00	\$192,000.00
			<b>Subtotal</b>	<b>\$942,000.00</b>

### 6 Landscape

Item	Quantity	Unit	Unit Cost	Subtotal
Canopy Trees/ Flowering Trees	50	3" Cal.	\$600.00	\$30,000.00
Planting Area (Shrubs, Perennials, Amended Topsoil, and Mulch)	11,300	sf	\$4.50	\$50,850.00
Turf Sod	46,000	sf	\$0.90	\$41,400.00
			<b>Subtotal</b>	<b>\$122,250.00</b>

### 7 Miscellaneous

Item	Quantity	Unit	Unit Cost	Subtotal
Site Lighting/ Electrical Outlets	1	al	\$70,000.00	\$70,000.00
Splash pad lighting	1	al	\$12,000.00	\$12,000.00
Art/Sculpture	1	al	\$15,000.00	\$15,000.00
Trash Receptacles	10	ea	\$800.00	\$8,000.00
Benches	15	ea	\$1,800.00	\$27,000.00
Drinking Fountain at Playground	1	ea	\$10,000.00	\$10,000.00
Park Identity Signage	3	ea	\$7,500.00	\$22,500.00
Educational Signage	1	ea	\$20,000.00	\$20,000.00
Tables And Chairs at Pavilion	1	al	\$15,000.00	\$15,000.00
			<b>Subtotal</b>	<b>\$199,500.00</b>

### 8 Irrigation

Item	Quantity	Unit	Unit Cost	Subtotal
Irrigation	16,300	sf	\$1.25	\$20,375.00
			<b>Subtotal</b>	<b>\$20,375.00</b>

Sub total: \$2,201,505.19

10% Contractor's General Conditions \$220,150.52

10% Mobilization \$220,150.52

10% Construction Contingency \$220,150.52

**Grand Total: \$2,861,956.74**

9% Design and Engineering Services \$217,949.01

**Grand Total: \$3,079,905.75**

#### KEY

ea. - each  
lf. - linear foot  
ls. - lump sum  
sf. - square foot  
al. - allowance

sf./f. - square foot of wall face  
cy. - cubic yard  
sy. - square yard  
N.I.C. - not in contract  
Cal. - caliber  
Ht. - height



CITY OF LAKE SAINT LOUIS  
 BOARD OF ALDERMEN  
 MONDAY, MARCH 2, 2020  
 7:00 P.M. REGULAR MEETING  
 AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

	PRESENT	ABSENT
III. ROLL CALL:		
Mayor Kathy Schweikert	_____	_____
Jason Law, Alderman Ward III	_____	_____
Gary Turner, Alderman Ward I	_____	_____
Gary Torlina, Alderman Ward I	_____	_____
John Pellerito, Alderman Ward III	_____	_____
Mike Potter, Alderman Ward II	_____	_____
Karen Vennard, Alderman Ward II	_____	_____

Paul Markworth, City Administrator	Next Ord. 4083
Donna F. Daniel, City Clerk	
Matthew Reh, City Attorney	
George Ertle, Assistant City Administrator	
Derek Koestel, Public Works Director	
Renee Camp, Finance Director	
Louis Clayton, Community Development Director	
Chris DiGiuseppi, Chief of Police	

IV. INVOCATION: Louis Moehlman, Ministry Associate, Living Lord Lutheran Church

V. ANNOUNCEMENTS:

VI. COMMITTEE REPORTS:

1. Community or Home Owners Association Representative
2. Planning and Zoning Commission
3. Park Board
4. Tree Board
5. Administrative/Finance/Public Works Committee
6. Development Review Board
7. City Image Advisory Committee
8. Other Reports

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
REGULAR MEETING  
MARCH 2, 2020  
AGENDA

VII. PUBLIC HEARINGS:

- **4009 Highway 40/61; 100 and 110 Freymuth Lane Amended Preliminary Subdivision Plat:** Consideration of a request by Skip Stone, Pinnacle Land Development, LLC, applicant, on behalf of KAPB, L.L.C.-Land Series, owner, for multiple amendments to the approved Preliminary Subdivision Plat for the Windsor Park Subdivision, consisting of 80 single-family residential lots.

(At the February 6, 2020 **P&Z** meeting this item was recommended for **APPROVAL**. At the February 18, 2020 **BOA** meeting this item was continued.)

VIII. CALENDAR: March 2020 and April 2020

IX. MINUTES FROM: February 18, 2020 Regular Meeting

X. CONSENT AGENDA:

1. Warrant dated March 2, 2020 in the amount of \$479,248.89
2. Budget Transfer dated March 2, 2020

XI. APPOINTMENTS:

XII. PUBLIC COMMENT:

XIII. TABLED:

XIV. OLD BUSINESS:

1. Bill No. 4291 – An ordinance approving an amended Preliminary Subdivision Plat for the Windsor Park Subdivision consisting of 80 single-family lots.

(This bill received a first reading at the February 18, 2020 meeting.)

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
REGULAR MEETING  
MARCH 2, 2020  
AGENDA

XV. NEW BUSINESS:

1. Bill No. 4295 – An ordinance to award a contract to Lamke Trenching and Excavating for the Lockhaven Court Stormwater Improvement Project for The City of Lake Saint Louis, Missouri, and authorize the Mayor and/or City Administrator to execute said contract on behalf of the City.
2. Bill No. 4296 – An ordinance to award a contract to Lamke Trenching and excavating for the Cadillac Court Stormwater Improvement Project for the City of Lake Saint Louis, Missouri, and authorize the Mayor and/or City Administrator to execute said contract on behalf of the City.
3. Bill No. 4297 – An ordinance concurrently detaching certain territory from The City of Lake Saint Louis, Missouri and annexing such territory into The City of Dardenne Prairie, Missouri, all pursuant to the provisions of section 71.011 of the RSMo (2013) and stating the reasons therefor.
4. Bill No. 4298 – An ordinance to adopt a budget revision for The City of Lake Saint Louis' budgets for the fiscal year beginning July 1, 2019 and ending June 30, 2020.
5. Bill No. 4299 – An ordinance authorizing the Mayor and/or City Administrator to execute an escrow agreement with McBride 76B, LLC, guaranteeing completion of subdivision improvements for Plat 1 of the Mill Creek Subdivision.
6. Bill No. 4300 – An ordinance authorizing the Mayor and/or City Administrator to execute an escrow agreement with TAUC Properties, LLC guaranteeing completion of grading, installation and maintenance of erosion control measures and installation of site improvements related to the construction of a 4,616 square foot Total Access Urgent Care facility located on Lot 1 of the South Ridge Shoppes Subdivision.
7. Resolution No. 03-02-20 (1) – A resolution authorizing the Mayor to sign a Grant Application requesting funds from the Missouri Highway Safety Division on behalf of The City of Lake Saint Louis for Occupant Protection.

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
REGULAR MEETING  
MARCH 2, 2020  
AGENDA

8. Resolution No. 03-02-20 (2) – A resolution authorizing the Mayor to Sign a Grant Application requesting funds from the Missouri Highway Safety Division on behalf of The City of Lake Saint Louis for Hazardous Moving Violation.
  9. Resolution No. 03-02-20 (3) – A resolution authorizing the Mayor to Sign a Grant Application requesting funds from the Missouri Highway Safety Division on behalf of The City of Lake Saint Louis For DWI Enforcement.
  10. Resolution No. 03-02-20 (4) – A resolution authorizing City Officials to submit a Grant Application requesting funds from the Walmart Foundation on behalf of The City of Lake Saint Louis, Missouri for the Shop with a Cop Program.
  11. Resolution No. 03-02-20 (5) – A resolution authorizing destruction of certain records that no longer have any value and have exceeded their retention requirement.
- XVI. BOARD COMMENTS:
- XVII. STAFF COMMENTS:
- XVIII. EXECUTIVE SESSION: Real Estate RSMO 610.021.2, Legal RSMO 610.021.1 and Personnel RSMO 610.021.3 exemptions.
- XIX. GENERAL DISCUSSION
- XX. ADJOURNMENT:
- \*\*\*\*\* PLEASE NOTE: All bills may be read twice and approved in one meeting. \*\*\*\*\*

**March      2020**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>01</b>	<b>02</b> <u>6:00 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	<b>03</b> <u>8:00 A.M. ARB Meeting</u>	<b>04</b>	<b>05</b> <u>Planning &amp; Zoning Commission Meeting Cancelled</u>	<b>06</b>	<b>07</b>
<b>08</b>	<b>09</b> <u>City Image Advisory Committee</u>	<b>10</b> <u>MUNICIPAL COURT</u>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b> <u>5:30 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	<b>17</b> <u>8:30 A.M. ARB Meeting</u> <u>Park Board Meeting</u> <u>Tree Board Meeting</u>	<b>18</b>	<b>19</b> <u>Board of Adjustment</u>	<b>20</b>	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b> <u>MUNICIPAL COURT</u>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>	<b>31</b> <u>8:30 A.M. ARB Meeting</u>	<b>01</b>	<b>02</b>	<b>03</b>	<b>04</b>

March 2020

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4

Architecture Review Board

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**8:00 A.M. ARB Meeting**

March 3, 2020, 8:00 AM - 9:00 AM @ City Hall

[More Details](#)

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**8:30 A.M. ARB Meeting**

March 17, 2020, 8:30 AM - 9:00 AM @ City Hall

[More Details](#)

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**8:30 A.M. ARB Meeting**

March 31, 2020, 8:30 AM - 9:00 AM @ City Hall

[More Details](#)

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Board of Adjustment

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**Board of Adjustment**

March 19, 2020, 7:00 PM @ Council Chambers

[More Details](#)

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Board of Aldermen

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**6:00 PM A/F Work Session**

March 2, 2020, 6:00 PM - 7:00 PM @ Council Chambers

[More Details](#)

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**7:00 PM Board of Aldermen Meeting**

March 2, 2020, 7:00 PM @ Council Chambers

[More Details](#)

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**5:30 PM A/F Work Session**

March 16, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

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**7:00 PM Board of Aldermen Meeting**

March 16, 2020, 7:00 PM @ Council Chambers

[More Details](#)

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City Image Advisory Committee

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**City Image Advisory Committee**

March 9, 2020, 8:00 AM - 10:00 AM @ Administrative Conference Room

[More Details](#)

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## **Municipal Court**

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### **MUNICIPAL COURT**

**March 10, 2020, 5:15 PM**

[More Details](#)

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### **MUNICIPAL COURT**

**March 24, 2020, 5:15 PM**

[More Details](#)

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## **Park Board**

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### **Park Board Meeting**

**March 17, 2020, 7:00 PM @ Conference Room**

The Park Board typically meets on the 3rd Tuesday of every month.

[More Details](#)

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## **Planning & Zoning**

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### **Planning & Zoning Commission Meeting Cancelled**

**March 5, 2020, 7:00 PM @ Council Chambers**

[More Details](#)

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## **Tree Board**

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### **Tree Board Meeting**

**March 17, 2020, 5:30 PM @ Conference Room**

The Tree Board generally meets on the 3rd Tuesday of every month at 5:30 PM.

[More Details](#)

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**April 2020**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	30	31	01	02 <u>Planning &amp; Zoning Commission</u>	03	04 <u>The Meadows 5 Miler</u>
05	06 <u>5:30 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	07	08	09	10	11 <u>Easter Egg Hunt</u>
12	13 <u>City Image Advisory Committee</u>	14 <u>MUNICIPAL COURT</u>	15	16 <u>Board of Adjustment</u>	17	18
19	20 <u>5:30 PM A/F Work Session</u> <u>7:00 PM Board of Aldermen Meeting</u>	21 <u>Park Board Meeting</u> <u>Tree Board Meeting</u>	22 <u>5:00 PM Board of Aldermen Meeting</u>	23	24	25
26	27	28 <u>MUNICIPAL COURT</u>	29	30	01	02

April 2020

Su	M	Tu	W	Th	F	Sa
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2

**Board of Adjustment**

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**Board of Adjustment**

April 16, 2020, 7:00 PM @ Council Chambers

[More Details](#)

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**Board of Aldermen**

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**5:30 PM A/F Work Session**

April 6, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

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**7:00 PM Board of Aldermen Meeting**

April 6, 2020, 7:00 PM @ Council Chambers

[More Details](#)

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**5:30 PM A/F Work Session**

April 20, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

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**7:00 PM Board of Aldermen Meeting**

April 20, 2020, 7:00 PM @ Council Chambers

[More Details](#)

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**5:00 PM Board of Aldermen Meeting**

April 22, 2020, 5:00 PM @ Council Chambers

[More Details](#)

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**City Image Advisory Committee**

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**City Image Advisory Committee**

April 13, 2020, 8:00 AM - 10:00 AM @ Administrative Conference Room

[More Details](#)

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**Community Events**

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**The Meadows 5 Miler**

April 4, 2020, 6:00 AM

[More Details](#)

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**Easter Egg Hunt**

April 11, 2020, 10:00 AM - 12:00 PM @ Founders Park Baseball & Softball Field 3

[More Details](#)

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## **Municipal Court**

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### **MUNICIPAL COURT**

**April 14, 2020, 5:15 PM**

[More Details](#)

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### **MUNICIPAL COURT**

**April 28, 2020, 5:15 PM**

[More Details](#)

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## **Park Board**

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### **Park Board Meeting**

**April 21, 2020, 7:00 PM @ Conference Room**

The Park Board typically meets on the 3rd Tuesday of every month.

[More Details](#)

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## **Planning & Zoning**

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### **Planning & Zoning Commission**

**April 2, 2020, 7:00 PM @ Council Chambers**

[More Details](#)

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## **Tree Board**

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### **Tree Board Meeting**

**April 21, 2020, 5:30 PM @ Conference Room**

The Tree Board generally meets on the 3rd Tuesday of every month at 5:30 PM.

[More Details](#)

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BOARD OF ALDERMEN  
REGULAR MEETING  
TUESDAY, FEBRUARY 18, 2020  
(JOURNAL AND MINUTES)

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in regular session on Tuesday, February 18, 2020 at 7:00 p.m. in the Board Room at City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri.

ROLL CALL:

Mayor Kathy Schweikert was present and presided over the meeting. Aldermen present were: Mike Potter, Ward II; Karen Vennard, Ward II; Jason Law, Ward III; Gary Torlina, Ward I; and Gary Turner, Ward I. Alderman John Pellerito, Ward III, was absent. Alderman Mike Potter and Alderman Gary Turner attended via teleconference. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Matthew Reh, City Attorney; Louis Clayton, Community Development Director; George Ertle, Assistant City Administrator; Chris DiGiuseppi, Police Chief; and Derek Koestel, Public Works Director.

Matthew Reh, City Attorney, advised the Mayor she had a quorum for the meeting.

INVOCATION: Deacon Bernie Buckman, St. Patrick's Catholic Church, offered the invocation.

ANNOUNCEMENTS:

COMMITTEE REPORTS:

Planning and Zoning Commission – Mayor Schweikert gave a report on the meeting.

Administrative/Finance/Public Works Committee – Alderman Vennard gave a report on the February 18, 2020 meeting.

Alderman Vennard gave a report on the Missouri Municipal League Legislative Conference.

PUBLIC HEARINGS:

- **South Ridge Shoppes Amended Development Standards:** Consideration of a request by Mark Harriman, BFA, Inc. for TAUC Properties LLC, applicant on behalf of Neil Kersten, Manager for SR Development, LLC, owner, to amend the adopted Development Standards for the South Ridge Shoppes Planned Development District as it relates to allowable signage.

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
REGULAR MEETING  
FEBRUARY 18, 2020

(JOURNAL AND MINUTES)

Mayor Schweikert opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic.

Mayor Schweikert said the Planning and Zoning Commission's motion to recommend approval for an amendment to the Development Standards that would apply to the entire South Ridge Shoppes Planned Development District failed.

Hearing no comment, Mayor Schweikert stated the Public Hearing will be closed.

- **4009 Highway 40/61; 100 and 110 Freymuth Lane Amended Preliminary Subdivision Plat:** Consideration of a request by Skip Stone, Pinnacle Land Development, LLC, applicant, on behalf of KAPB, L.L.C.-Land Series, owner, for multiple amendments to the approved Preliminary Subdivision Plat for the Windsor Park Subdivision, consisting of 80 single-family residential lots.

Mayor Schweikert opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic.

Dale Bax, Bax Engineering, representing the applicant Skip Stone, Pinnacle Land Development, LLC, gave a brief presentation and offered to answer questions about their application for amendments to the approved Preliminary Subdivision Plat for the Windsor Park Subdivision.

Alderman Turner noted he appreciated the reconfiguration and that blasting will not be necessary. Blasting is a big concern for the adjacent property owners.

Paul Markworth, City Administrator, said the previous owner/developer, Bill Leutkenhaus, agreed to provide a \$10,000 Escrow for Freymuth Road. Mr. Leutkenhaus said he would inform the new owner/developer about the agreement.

Skip Stone, Pinnacle Land Development, LLC, said he was not aware of the previous agreement but it seemed reasonable.

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
REGULAR MEETING  
FEBRUARY 18, 2020

(JOURNAL AND MINUTES)

Hearing no further comment, Mayor Schweikert stated the Public Hearing will be continued.

CALENDAR:

Paul Markworth, City Administrator, identified dates of interest on the City calendar including:

- Father/Daughter Dance – February 21, 2020
- Park Board Special Meeting – February 26, 2020
- Board of Aldermen Work Session – March 2, 2020
- Board of Aldermen Meeting – March 2, 2020

MINUTES: February 3, 2020 Regular Meeting

MOTION TO APPROVE THE MINUTES FROM THE FEBRUARY 3, 2020 REGULAR BOA MEETING.

Alderman Torlina made a motion to waive the reading of the minutes from the February 3, 2020 Regular BOA Meeting and approve same as submitted. The motion was seconded by Alderman Vennard and passed unanimously.

THE MINUTES FROM THE FEBRUARY 3, 2020 REGULAR BOA MEETING STAND APPROVED AS SUBMITTED.

CONSENT AGENDA:

MOTION TO APPROVE THE CONSENT AGENDA:

Alderman Torlina made a motion to approve the Consent Agenda. The motion was seconded by Alderman Vennard and passed unanimously. The following items were approved:

Warrant dated February 18, 2020 in the amount of \$379,631.55  
January 2020 Balance Sheet and Financial Statement  
New Liquor License

(JOURNAL AND MINUTES)

- Justin Grey – **Game On Arcade and Axe Throwing – Beer Only By The Drink**

APPOINTMENTS:

PUBLIC COMMENT:

John Weber, 315 Rustic Oaks Drive, informed the Board that as a resident of Mill Creek he is concerned that Benton Homes sold the property in their subdivision to McBride Homes. Mr. Weber said he believes that McBride Homes will not build to the same standards as the homes previously built or offered by Benton Homes. Mr. Weber went on to say that the City's Architectural Review Board tabled their review of McBride's application to allow the Mill Creek residents the opportunity to speak with the Board of Aldermen. Mr. Weber said he and the other residents in the audience were being proactive by bringing this issue to the Board of Aldermen. We care about our neighborhood.

John Jones, 407 Country Downs Drive, and Stacy Zykan, 11 Pelican Court, representing Zykan & Son's Homes informed the Board that they own approximately 16-lots in the Mill Creek subdivision. They build the same types of homes with the same features that were previously built by Benton Homes, i.e. brick exterior, architectural shingles, siding to grade, coach lights, etc. Mr. Jones and Ms. Zykan discussed the difference between the base home models and options offered by their company (and previously by Benton Homes) and those offered by McBride Homes. Mr. Jones cited Municipal Code 410.020, which reads as follows:

*Section 410.210. Intent and Purpose.*

*This Section contains the regulations for "SR1" and "SR2" Single-Family Districts. The "SR" Districts are intended to provide criteria for the development of those portions of the planned community of Lake Saint Louis designated for single-family detached residences. Further, the "SR" Districts are intended to preserve the character of existing predominantly single-family residences while at the same time allowing for the in-fill construction of new units if in substantial conformance with surrounding residences.*

CITY OF LAKE SAINT LOUIS  
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(JOURNAL AND MINUTES)

Mr. Jones stated McBride Homes are not in substantial conformance with surrounding residences.

Ms. Zykan said she believes McBride should uphold the standard set by Benton Homes and their company (Zykan & Son's Homes). They should build homes that are cohesive with the surrounding residences. Ms. Zykan said McBride Homes behaved unprofessionally when they ripped out her company's sign for the subdivision. She noted a telephone call would have been nice.

Alderman Turner asked if there are defined "standards" that the City can enforce. He asked if the standards include architectural designs or floor plans.

Paul Markworth, City Administrative, replied, the Municipal Code defines criteria/requirements for the SR2 Zoning District.

Matthew Reh, City Attorney, noted there is nothing before the Board of Aldermen this evening that would require the Board to make a decision or take action.

Lauri Carr, informed the Board she has a home under construction in the Mill Creek subdivision. Ms. Carr expressed her concern about Benton Homes selling their lots in the Mill Creek subdivision to McBride Homes. She said she is worried that everything she has worked for to build her dream home will be negatively impacted by the new builder, McBride Homes. Ms. Carr said this is wrong and she hopes the Board of Aldermen will make it right. She asked the Board to help fix this problem.

Ellen Brumbach, 294 Laurens Spring Court, said, although some were notified by email, she was not notified that Benton Homes sold the property in their subdivision to McBride. Ms. Brumbach said she was disappointed to learn this information. Ms. Brumbach said McBride Homes' base price was \$100,000 less than the homes offered by Benton Homes and/or Zykan & Son's Homes. Ms. Brumbach said she was not impressed with McBride Homes and wants to keep their beautiful enclave the same.

Alderman Law said the Board is trying to determine if they have a role or options to consider.

CITY OF LAKE SAINT LOUIS  
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(JOURNAL AND MINUTES)

Alderman Turner suggested the Mill Creek residents write the standards for their subdivision, noting there have been problems with McBride in the past. Alderman Turner went on to say HHR had four (4) different builders, they had to build to the same set of standards. Alderman Torlina agreed.

Alderman Potter said he needs more information.

Matthew Reh, City Attorney, said this is not a decision for the Board of Aldermen. It is a decision for the Architectural Review Board.

TABLED:

OLD BUSINESS:

NEW BUSINESS:

Bill No. 4290 – An ordinance to repeal Ordinance No. 4035 and enact an ordinance to authorize the Mayor and/or City Administrator to enter into a First Amendment to the Agreement between the City of Lake Saint Louis, Missouri and St. Charles County for use of Saint Charles County Transportation Sales Tax Funds for Reconstruction of Lake Saint Louis Boulevard, Phase 3.

FIRST READING:

Alderman Law made a motion to authorize the first reading of Bill No. 4290. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4290 was read.

SECOND READING:

Alderman Law made a motion to authorize the second reading of Bill No. 4290. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4290 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4290 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4080.

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
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FEBRUARY 18, 2020

(JOURNAL AND MINUTES)

Alderman Law made a motion to approve the second reading of Bill No. 4290 and pass same by assigning Ordinance No. 4080. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

Bill No. 4291 – An ordinance approving an amended Preliminary Subdivision Plat for the Windsor Park Subdivision consisting of 80 single-family lots.

FIRST READING:

Alderman Vennard made a motion to authorize the first reading of Bill No. 4291. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4291 was read.

Bill No. 4292 – An ordinance to authorize the purchase of a 2020 Ram 3500 truck from Behlmann Automotive with Upfit provided by Kranz for the City of Lake Saint Louis' Parks Department.

FIRST READING:

Alderman Torlina made a motion to authorize the first reading of Bill No. 4292. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4292 was read.

SECOND READING:

Alderman Torlina made a motion to authorize the second reading of Bill No. 4292. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4292 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4292 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4081.

CITY OF LAKE SAINT LOUIS  
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(JOURNAL AND MINUTES)

Alderman Torlina made a motion to approve the second reading of Bill No. 4292 and pass same by assigning Ordinance No. 4081. The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

Bill No. 4293 – An ordinance amending the Development Standards for the South Ridge Shoppes Planned Development District related to signage requirements.

DISCUSSION:

Joe Godfrey, Total Access Urgent Care (TAUC), said he was okay with either bill, the one that amends the Development Standards that designate their sign as the standard for the entire center or the one that amends the standards for Lot 1.

FIRST READING:

Alderman Law made a motion to authorize the first reading of Bill No. 4293. The motion was seconded by Alderman Vennard and passed unanimously. Bill No. 4293 was read.

SECOND READING:

Alderman Law made a motion to authorize the second reading of Bill No. 4293. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4293 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4293 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4082.

Alderman Law made a motion to approve the second reading of Bill No. 4293 and pass same by assigning Ordinance No. 4082. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

CITY OF LAKE SAINT LOUIS  
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FEBRUARY 18, 2020

(JOURNAL AND MINUTES)

Bill No. 4294 – An ordinance amending the Development Standards for Lot 1 of the South Ridge Shoppes Planned Development District related to signage requirements.

MOTION TO REMOVE FORM THE AGENDA:

Alderman Vennard made a motion to remove Bill No. 4294 from the agenda. The motion was seconded by Alderman Law and passed unanimously. Bill No. 4294 was removed the agenda.

Resolution No. 02-18-20 (1) – A resolution authorizing destruction of certain records that no longer have any value and have exceeded their retention requirement.

Mayor Schweikert read Resolution No. 02-18-20 (1).

MOTION TO APPROVE RESOLUTION NO. 02-18-20 (1):

Alderman Vennard made a motion to approve Resolution No. 02-18-20 (1). The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

Resolution No. 02-18-20 (2) – A resolution to authorize the acceptance of the donation of a \$100.00 gift card from Wal-Mart.

Mayor Schweikert read Resolution No. 02-18-20 (2).

MOTION TO APPROVE RESOLUTION NO. 02-18-20 (2):

Alderman Torlina made a motion to approve Resolution No. 02-18-20 (2). The motion was seconded by Alderman Law; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
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FEBRUARY 18, 2020

(JOURNAL AND MINUTES)

BOARD COMMENTS:

Alderman Potter said in regard to ARB's review of McBride Home's application, we need to figure out if there is a role for the Board of Aldermen.

Alderman Torlina said he hoped there was a good resolution.

Alderman Vennard said the Police Department worked a terrible automobile accident that took several lives. She asked everyone to remember the employees who, while in the performance of their work, encounter such distressing events. Alderman Vennard thanked the audience members for their attendance.

Mayor Schweikert concurred. Mayor Schweikert noted our Police Officers often have to deal with tragedy in the performance of their duties.

STAFF COMMENTS:

Chris DiGiuseppi, Police Chief, thanked the Mayor and Board for their support.

EXECUTIVE SESSION: Legal RSMO 610.021.1 Real Estate RSMO 610.021.2, and Personnel RSMO 610.021.3 exemptions.

MOTION TO RECESS REGULAR SESSION AND CONVENE EXECUTIVE SESSION:

Alderman Vennard made a motion to recess Regular Session to convene an Executive Session, pursuant to the legal 610.021.1 exemption in the RSMo 610.021. The motion was seconded by Alderman Law; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

Regular Session recessed, Executive Session convened at approximately 8:20 p.m.

CITY OF LAKE SAINT LOUIS  
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REGULAR MEETING  
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(JOURNAL AND MINUTES)

Having no further legal matters to come before the Board in Executive Session, Alderman Vennard made a motion to adjourn Executive Session and reconvene Regular Session. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Vennard, Law, Turner, Torlina and Potter. Nays, none. Alderman Pellerito was absent. The motion passed.

RECONVENE:

The regular meeting reconvened at approximately 8:32 p.m.

GENERAL DISCUSSION:

ADJOURNMENT:

There being no further business to come before the Board in regular session, the meeting was, on motion duly made, seconded and unanimously voted on, adjourned.

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Donna F. Daniel, City Clerk

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
ADMINISTRATIVE/FINANCE/  
PUBLIC WORKS  
JOINT WORK SESSION

FEBRUARY 18, 2020

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in an Administrative/Finance/Public Works Joint Work Session on Tuesday, February 18, 2020 at 6:00 p.m.

ROLL CALL:

Mayor Kathy Schweikert was present and presided over the meeting. Aldermen present were: Mike Potter, Ward II; Karen Vennard, Ward II; Gary Torlina, Ward I; Jason Law, Ward III; and Gary Turner, Ward I. Alderman John Pellerito, Ward III, was absent. Alderman Mike Potter and Alderman Gary Turner attended via teleconference. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Louis Clayton, Community Development Director; Renee Camp, Finance Director; George Ertle, Assistant City Administrator; and Chris DiGiuseppi, Police Chief.

Traffic Signal Mast Arm Insurance Payment

Paul Markworth, City Administrator, informed the Board that Reinhold Electric's bill for the work related to removing the damaged mast, installing a temporary mast and then replacing the temporary mast with the new traffic signal mast was \$31,033.50.

A settlement offer was received from the truck driver's insurance company, Acuity Insurance. The initial settlement offer was \$27,552.72. Staff requested restitution for the full amount of 31,033.50. The insurance company countered with their "final" settlement offer of \$29,293.22. If we accept their offer it will leave us \$1,741 short of the amount owed to Reinhold Electric.

The Board held a general discussion about the City's options, including;

- Accept the final settlement offer
- File charges and ask the Judge for full restitution

The Board directed City staff to accept the "final" settlement of \$29,293.22.

### Hiring Building Inspector 2 Position

Paul Markworth, City Administrator, informed the Board the former Chief Building Official for Webster Groves, Mike Harney, was hired to work as a temporary part time employee until such time as the opening for a Building Inspector (vacancy created when Bart left the department) was filled. The vacancy has been filled.

Mr. Harney expressed an interest in keeping the part time position on a permanent basis. Hiring Mr. Harney on a permanent part time basis would put the department above its budgeted full time equivalents. Does the Board want to add another part time employee to the building department's staff through June 2020?

The Board held a general discussion about adding a part time position to the Building Department through June. The Board agreed to keep the additional part time position through June 2020.

### Image Committee Projects

Frank McLaughlin, Image Advisory Committee Chairman, informed the Board the Image Committee would like to know the Board's thoughts about their suggestion that the City spend money to place street names on highway bridges. Should we pursue an estimate or table for future consideration? Mr. McLaughlin said they would also like the City to send electronic newsletters on a regular schedule.

The Board held a general discussion about the suggested proposals. Staff was authorized to forward a draft newsletter for the Board's consideration.

### General Discussion

The Board held a general discussion about the following items:

- Architectural Review Board's duties and responsibilities in the current Municipal Code and in the proposed Zoning Code update
- Request for a street light at the intersection of Dauphine Drive and Civic Center Drive

CITY OF LAKE SAINT LOUIS  
BOARD OF ALDERMEN  
ADMINISTRATIVE/FINANCE/  
PUBLIC WORKS  
JOINT WORK SESSION  
FEBRUARY 18, 2020

ADJOURNMENT:

There being no further business to come before the Board in the Administrative/Finance/Public Works Joint Work Session, the meeting adjourned at approximately 6:51 p.m.

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Donna F. Daniel, City Clerk

DRAFT

AN ORDINANCE APPROVING AN AMENDED PRELIMINARY SUBDIVISION PLAT FOR THE WINDSOR PARK SUBDIVISION CONSISTING OF 80 SINGLE-FAMILY LOTS.

WHEREAS, On July 2, 2018, the Board of Alderman adopted Ordinance 3867 approving a change in zoning classification for the subject property from “NU” Non-Urban to “SR2” Single-Family Residential, and a Preliminary Subdivision Plat for 80 single-family lots; and

WHEREAS, a Final Subdivision Plat was approved by the Board of Aldermen on March 18, 2019 by Ordinance 3964, but has not been recorded; and

WHEREAS, Pinnacle Land Development, LLC, applicant on behalf of KAPB, LLC, property owner, proposes an Amended Preliminary Subdivision Plat to subdivide the subject property into 80 single-family lots to be known as the Windsor Park Subdivision, as detailed on the Preliminary Subdivision Plat signed and sealed on January 21, 2020 (labeled as Exhibit “A”, attached hereto and made a part hereof); and

WHEREAS, the applicant has submitted to the City an application for a Preliminary Subdivision Plat; and

WHEREAS, the Planning and Zoning Commission for the City of Lake Saint Louis, subsequent to a Public Hearing prescribed by law and held on February 6, 2020, has recommended approval of the requested Amended Preliminary Subdivision Plat; and

WHEREAS, after notice required by law and ordinance, a Public Hearing was held before the Board of Aldermen of the City of Lake Saint Louis on February 18, 2020, to consider the request and recommendation; and

WHEREAS, upon due consideration, the Board of Aldermen finds and determines that good planning practice and the public health, safety, and general welfare would be best served by approving an Amended Preliminary Subdivision Plat for the property as hereinafter provided.

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

SECTION 1. The Amended Preliminary Subdivision Plat as shown on Exhibit “A” is hereby approved.

SECTION 2. The Board of Aldermen hereby authorizes such approval be endorsed under the hands of the Mayor and the City Clerk for the City.

BILL NO. 4291

ORDINANCE NO. \_\_\_\_\_

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney













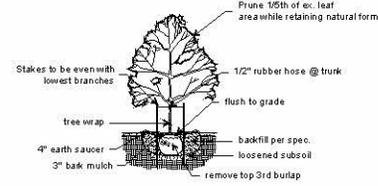




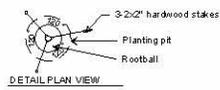
Douglas J. DeLong, Landscape Architect, L.A. 91  
 12/27/2019  
 Consultant:

# Windsor Park 4009 HWY 40/61 Lake St Louis

Pinnacle Land Development, LLC



### CANOPY TREE PLANTING



### GENERAL NOTES:

- 1) All street trees will be planted for every 40 feet of road frontage (located).
- 2) Any existing trees to remain that are damaged during construction will be replaced with similar varieties of trees.

Oak Bluff Dr. = 1125.08 lf = Ex Tree Mass along road frontage (No new trees proposed)

Fremuth Road	1,103 lf	= 28 trees
Bexley Drive	2,529 lf	= 64 trees
Balmoral Gardens Court	3,247 lf	= 82 trees
Clever Park Court	1,761 lf	= 45 trees
<b>Total</b>		<b>= 219 trees</b>



SYMBOL	QUANTITY	BOTANICAL NAME	COLORADO NAME	SIZE	MOORE HEIGHT	TYPE
A	35	Tilia americana	American Linden	2 1/2"	45'	Canopy
B	26	Celtis occidentalis 'Fratis Pride'	Fratis Pride Hackberry	2 1/2"	45'	Canopy
C	40	Acer rubrum 'Autumn Flame'	Autumn Flame Red Maple	2 1/2"	45'	Canopy
D	33	Ulmus Parvifolia	Lecebarb Elm	2 1/2"	45'	Canopy
E	35	Gleditsia triacanthos 'imperial'	Thomlee Imperial Honeylocust	2 1/2"	45'	Canopy
F	39	Quercus bicolor	Swamp White Oak	2 1/2"	45'	Canopy
G	25	Cercis canadensis	Redbud	2 1/2"	25'	Ornamental
H	45	Pinus strobus	White Pine	6-10"	45'	Evergreen

Date	Description	No.
5/8/18	City Comments	1
5/28/18	Site Revisions	2
11/7/18	Site Revisions	3
12/27/19	Site Revisions	4

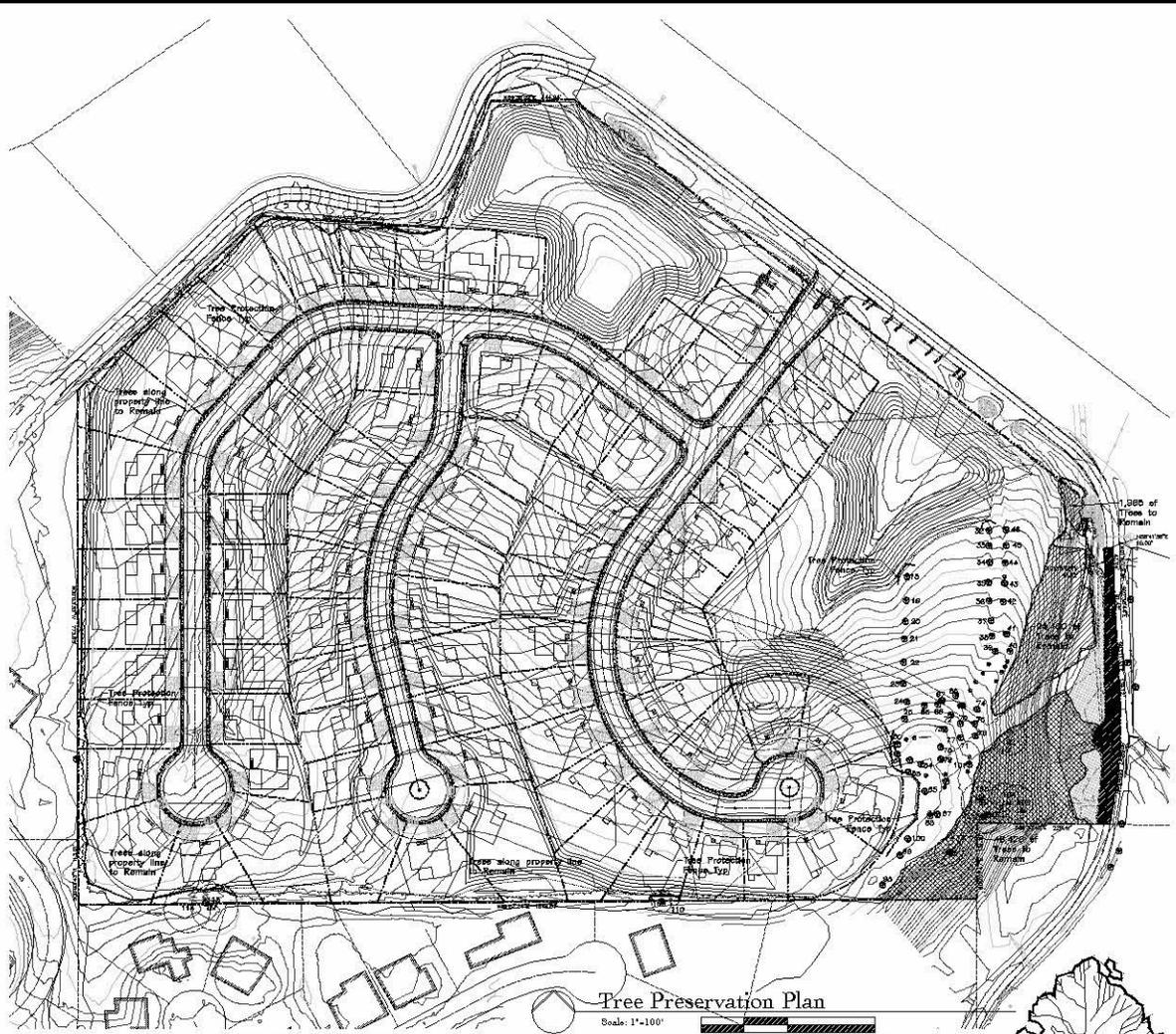
Drawn: BAD  
 Checked: DAD

Long & Company Architects, LLC  
 7620 West Bunker Ave  
 St. Louis, MO 63117  
 (314) 346-4856  
 chlongl@gmail.com  
 Missouri State Certificate of Authority: 000000014

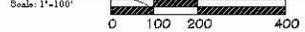
Sheet Title: Landscape Plan

Sheet No.: L-1

Date: 5/8/2018  
 Job #: 177.005



**Tree Preservation Plan**



**LEGEND**

	Location
	Reference Number
	Woodland Area to Remain
	Woodland Area to Remain
	Tree Protection Fence
	Root Prune

**APPLICATION SPECIFIC NOTES:**

- 1) A "Pre meeting" shall be held on site by the general contractor will include operators, construction supervisors, owner representative and City Zoning Inspector. Meeting shall be held to discuss tree protection methods and limits.
- 2) Clearing limits shall be staked by general contractor prior to on site meeting, see Civil plan for limit of grading
- 3) No clearing or grading shall begin where tree preservation measures have not been completed.
- 4) Tree Protection Fencing shall be 4-foot tall, plastic, orange fencing. No equipment traffic/parking, concrete washout, material storage or other such construction activity shall be permitted to penetrate the protection fencing or disrupt the Protected Woodland Area. Tree Protection Signage will be placed along the Protection fencing at 40' intervals.

- a) Stake limit of grading
  - b) Install tree protection fence
  - c) Post tree protection signage on fence (no signs will be posted on trees)
  - d) Maintain tree protection area as an off-limits zone throughout construction.
- b) General contractor shall be responsible to insure that no equipment and materials are stored with areas of protected trees. General contractor shall be responsible to repair and/ or replace trees damaged due to his/ her negligence. Owner and his/ her representatives shall judge the assessment of tree replacement or repair.

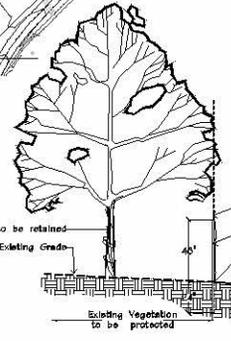
Existing Trees Remaining

Number	Common Name	DBH Of Trunk	Canopy Area	Condition Rating	Comments
18	White Poplar	4	50	3	
19	Bradford Pear	6	113	3	
20	White Poplar	6	113	3	
21	Bradford Pear	6	78	3	
22	Pinchus Tree	6	200	3	
23	Bradford Pear	9	314	3	
24	White Birch	8	200	2	
25	Willow	2	28	3	
32	Elm	8	314	3	
33	Bowlder	6	113	2	
34	Bradford Pear	8	314	2	
35	Austrian Pine	4	28	4	
36	Silver Maple	12	452	3	
37	Dead	0	0	0	
38	Silver Maple	8	314	3	
39	Cottonwood	9	254	3	
40	Cottonwood	12	452	3	
41	Silver Maple	8	314	2	
42	Silver Maple	12	615	3	
43	Austrian Pine	4	50	4	
44	Bradford Pear	12	615	2	Split Trunk
45	Silver Maple	8	314	3	
46	Elm	6	200	3	
65	White Poplar	18	1,017	2	
66	Spice	6	78	1	
67	Honeylocust	9	452	3	
68	Redbud	4	50	4	
69	Redbud	12	452	2	
70	Bradford Pear	12	452	3	
71	White Pine	8	200	2	
72	Juniper	2	28	3	
73	Smoke Tree	3	28	2	
74	Elm	15	452	2	
75	Bradford Pear	15	452	2	
76	White Pine	9	314	3	
77	Elm	18	615	2	
78	Silver Maple	18	615	3	
79	Japanese Maple	6	113	3	
80	White Poplar	18	1,017	3	
81	Pinchus Tree	9	314	2	
83	Silver Maple	21	1,017	2	Topped
84	Dogwood	4	113	3	
85	Silver Maple	18	1,017	4	Not a landmark tree due to topes/decay
87	Cottonwood	6	200	3	
88	Norway	6	200	2	
98	Bowlder	12	615	3	
99	Bradford Pear	4	314	3	
100	Pinchus Tree	6	200	2	
101	Elm	10	314	2	
102	White Oak	38	2,670	4	Landmark tree, One side trimmed for Elec. Line
103	White Oak	38	2,670	4	Landmark tree
104	Hickory	24	1,800	4	Landmark tree
105	Hickory	36	3,800	4	Landmark tree
106	Hackberry	24	2,670	3	Not a landmark tree fencing embedded in trunk
107	Sugar Maple	34	2,670	3	Not a landmark tree fencing embedded in trunk
108	Walnut	18	1,017	3	
110	Hackberry	9	8	4	
113	Post Oak	36	5,024	4	Landmark tree/protect
114	Hickory	36	5,024	2	Poor condition/not a landmark tree
123	Honeylocust	18	1,256	2	
<b>Total</b>			<b>44,076</b>		

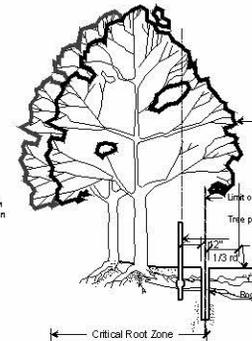
**TREE PRESERVATIONS CALCULATIONS**

Total Site Area: 43.61 Ac or 1,901,928 sq ft  
 Total Existing Woodlands: 3.8 Ac or 162,044 sq. ft.  
 Total Individual Trees: 1.5 Ac or 66,482 sq. ft.  
 Total Canopy: 5.3 Ac or 228,526 sq. ft.

Maximum % Canopy Removal: 3.7 ac or 169,968 sq. ft.  
 Tree Canopy Proposed to be Removed: 111,656.2 sq ft (49.9%)  
 Tree Canopy Proposed for Preservation: 116,870 sq ft (51.1%)



**TREE PROTECTION DETAIL**  
N.T.S.



**ROOT PRUNING DETAIL**  
N.T.S.



DeLong A. DeLong, License No. LA-81



**Windsor Park**  
**4009 HWY 40/61 Lake St Louis**  
 KAPB, LLC

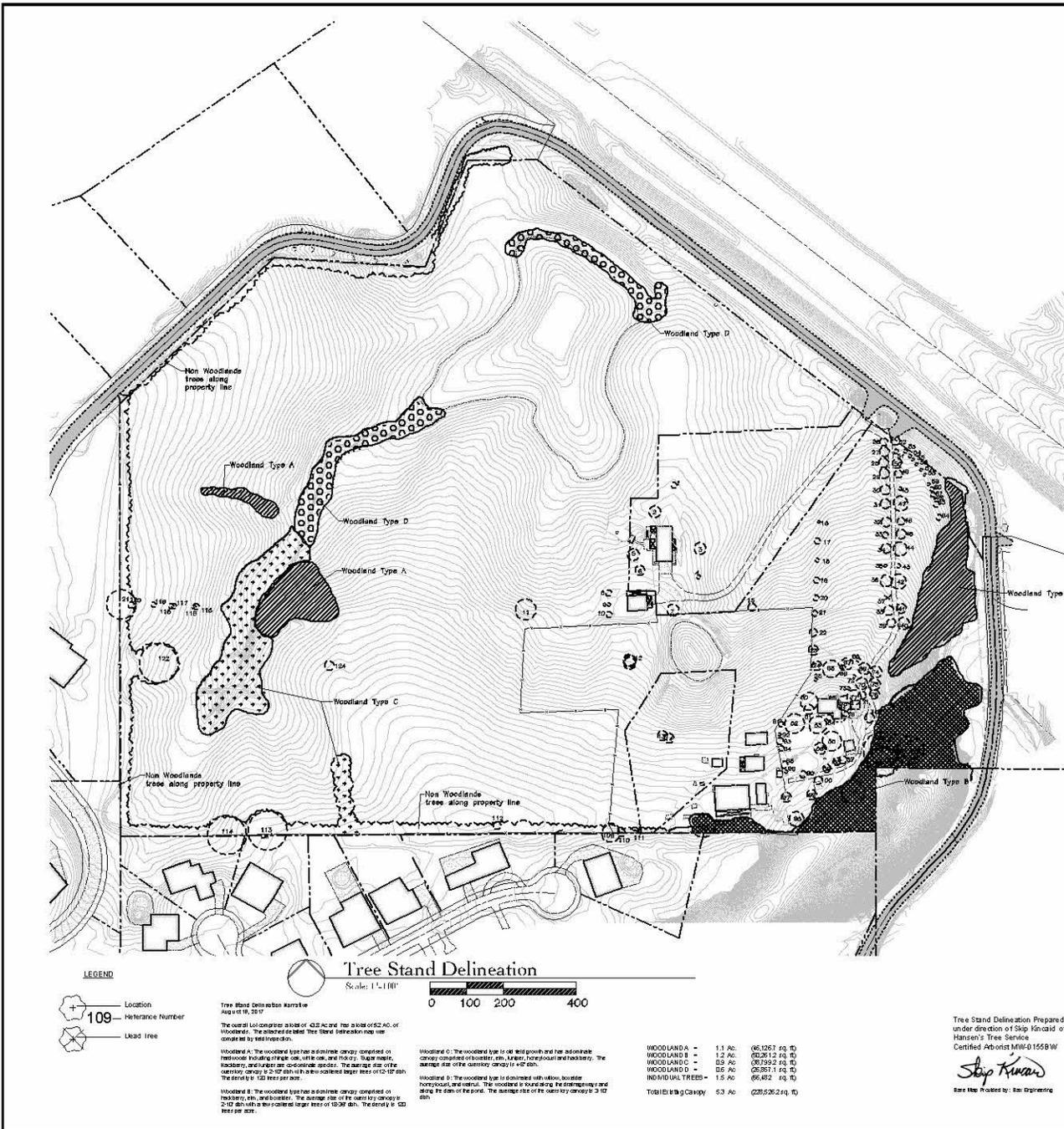
Revisions:

Date	Description	No.
2/20/18	City Comments	1
6/28/18	Site Revisions	2
11/1/18	Site Revisions	3
2/21/19	Tree IUS	4
12/27/19	Site Revisions	5

Drawn: BAD  
 Checked: DAD

Long A. DeLong, LLC  
 7620 West Runo Ave  
 St. Louis, MO 63117  
 (314) 346-4656  
 chl@longa.com

Sheet Title: Tree Preservation Plan  
 Sheet No.: **TPP-1**  
 Date: 6/8/2018  
 Job #: 177.005



Number	Port Canals Common Name	DBH of Trunk	Canopy Area	Condition Rating	Lake St. Louis Comments
1	Badfor Pear	3	28	3	
2	Cottonwood	18	452	3	
3	Red Maple	17	452	3	
4	Crsbapple	3	50	2	
5	Willow	24	452	2	Topped
6	Silver Maple	18	314	2	Topped
7	Cherry	12	452	3	
8	Silver Maple	6	113	4	
9	Silver Maple	2	28	4	
10	Silver Maple	6	113	4	
11	Elm	24	1,384	3	DBL Trunk at 2'
12	Willow	12	452	3	
13	Mulberry	10	314	2	
14	Mulberry	10	314	2	
15	Bowlder	10	200	1	
16	White Poplar	3	28	4	
17	Badfor Pear	6	113	3	
18	White Poplar	4	50	3	
19	Badfor Pear	6	113	3	
20	White Poplar	6	113	3	
21	Badfor Pear	6	78	3	
22	Princess Tree	6	200	3	
23	Badfor Pear	9	314	3	
24	White Birch	8	200	2	
25	Willow	2	28	3	
26	Badfor Pear	8	200	3	
27	Willow	12	452	3	
28	Badfor Pear	12	452	3	
29	Silver Maple	15	452	3	
30	Cottonwood	15	452	2	
31	Badfor Pear	15	615	2	major branch split out
32	Elm	8	314	2	
33	Bowlder	6	113	2	
34	Badfor Pear	8	314	3	
35	Australian Pine	4	28	4	
36	Silver Maple	12	452	3	
37	Dead			0	
38	Silver Maple	8	314	3	
39	Cottonwood	9	254	3	
40	Cottonwood	12	452	3	
41	Silver Maple	8	314	2	
42	Silver Maple	12	615	3	
43	Australian Pine	4	50	4	
44	Badfor Pear	12	615	2	Split Trunk
45	Silver Maple	8	314	3	
46	Elm	6	200	3	
47	Badfor Pear	12	615	3	
48	Cottonwood	4	50	2	
49	Silver Maple	6	200	3	
50	Badfor Pear	9	10	3	
51	Cottonwood	9	254	3	
52	Badfor Pear	9	78	3	
53	Australian Pine	9	78	3	
54	White Pine	3	50	2	
55	Princess Tree	2	20	2	
56	Spruce	2	20	3	
57	Australian Pine	2	20	3	
58	White Poplar	1.5	20	3	
59	Australian Pine	4	40	4	
60	Cottonwood	4	50	2	
61	White Poplar	4	78	3	
62	Spruce	2	28	3	
63	White Poplar	4	113	3	
64	White Poplar	4	113	3	
65	White Poplar	18	1,017	2	
66	Spruce	6	78	1	
67	Honeylocust	9	452	3	
68	Redbud	4	50	4	
69	Elm	12	452	2	
70	Badfor Pear	12	452	3	
71	White Pine	8	200	2	
72	Juniper	2	28	3	
73	Smoke Tree	3	28	2	
74	Elm	15	452	3	
75	Badfor Pear	15	452	2	
76	White Pine	9	314	3	
77	Elm	18	615	2	
78	Silver Maple	18	615	3	
79	Japanese Maple	6	113	3	
80	White Poplar	18	1,017	3	
81	Princess Tree	9	314	2	
82	Princess Tree	48	1,200	2	Not a landmark tree due to quality
83	Silver Maple	21	1,017	2	Topped
84	Dogwood	4	113	3	
85	Silver Maple	36	1,200	2	Not a landmark tree due to Topped/decay
86	Bald Cypress	18	452	4	
87	Cottonwood	9	200	3	
88	Hemlock	6	200	2	
89	Bowlder	6	200	2	
90	Willow	6	153	3	
91	Magnolia	4	78	4	
92	Flowering Crab	2	28	2	
93	Peach	6	153	2	
94	Cherry	6	78	1	
95	Badfor Pear	6	153	2	
96	Badfor Pear	4	28	2	
97	Mulberry	9	314	2	
98	Bowlder	12	615	3	
99	Badfor Pear	4	314	3	
100	Princess Tree	6	200	2	
101	Elm	10	314	2	
102	White Oak	38	2,670	4	Landmark tree, One side trimmed for Elec. Line
103	White Oak	38	2,670	4	Landmark tree
104	Hickory	24	1,800	4	Landmark tree
105	Hickory	36	3,000	4	Landmark tree
106	Hackberry	24	2,670	3	Not a landmark tree fencing embedded in trunk
107	Sugar Maple	34	2,670	3	Not a landmark tree fencing embedded in trunk
108	Mulberry	16	3,000	2	
109	Walnut	18	1,017	3	
110	Hackberry	9	8	4	
111	Elm	2	0	0	
112	Shingle Oak	8	200	5	
113	Post Oak	36	5,024	4	Landmark tree/Protoc.
114	Hackberry	36	5,024	2	poor condition/not a landmark tree
115	Black Cherry	6	113	3	
116	Grey Dogwood	4	50	3	
117	Black Cherry	6	78	3	
118	Black Cherry	6	78	3	
119	Elm	8	78	2	
120	Elm	10	113	2	
121	Green Ash	32	2,826	2	Not a landmark tree/poor quality
122	Walnut	36	3,000	2	Not a landmark tree/split trunk - dead branches
123	Honeylocust	18	1,056	1	
124	Juniper	12	314	4	
	<b>Total</b>		<b>86,482</b>		



**Windsor Park**  
4009 HWY 40/61 Lake St Louis

KAPB, LLC

Revisions	Date	Description	No.

Drawn: BAJ  
Checked: DJAD

Prepared by: Hansen's Tree Service, LLC  
7620 West Boveau Ave  
St. Louis, MO 63117  
(314) 346-4566  
delong\_la@gmail.com

Sheet Title:	Tree Stand Delineation
Sheet No.:	TSD-1
Date:	8/20/18
Job #:	177.005

Tree Stand Delineation Prepared under direction of Skip Kincaid of Hansen's Tree Service Certified Arborist MIB-01658-W  
*Skip Kincaid*  
Site Map Prepared by: EN Engineering

WOODLAND A	1.1 AC	(60,1067 sq. ft)
WOODLAND B	1.2 AC	(62,2612 sq. ft)
WOODLAND C	0.9 AC	(48,7392 sq. ft)
WOODLAND D	0.6 AC	(32,8511 sq. ft)
INDIVIDUAL TREES	1.5 AC	(82,4822 sq. ft)
<b>TOTAL (Including Canopy)</b>	<b>6.3 AC</b>	<b>(328,5262 sq. ft)</b>

**Tree Stand Delineation**  
Scale: 1"=100'  
0 100 200 400

**LEGEND**  
Location: 109  
Reference Number  
Lead Tree

Tree Stand Delineation Surveyed August 19, 2018  
The overall lot comprises a total of 43.2 AC and has a total of 62 AC of woodlands. The delineation labels that stand delineation map was created by said inspection.

Woodland A: The woodland type has a dominant canopy comprised of tree species including straight oak, white oak, and various sugar maple, hickory, and/or the occasional species. The average size of the canopy canopy is 2-17 dbh with a few scattered larger trees up to 34 dbh. The density is 130 trees per acre.

Woodland B: The woodland type has a dominant canopy comprised of hackberry, elm, and bowlder. The average size of the canopy canopy is 2-17 dbh with a few scattered larger trees up to 38 dbh. The density is 120 trees per acre.

Woodland C: The woodland type is old field growth and has a dominant canopy comprised of oaks, elm, hickory, hawthorn, and boxelder. The average size of the canopy canopy is 4-8 dbh.

Woodland D: The woodland type is dominated with yellow, bicolor, porellous, and/or red. The woodlands is located along the edge of the pond. The average size of the canopy canopy is 3-17 dbh.



# PLANNING & ZONING COMMISSION

## STAFF REPORT

<b>MEETING DATE</b>	February 6, 2020
<b>PROJECT LOCATION</b>	<p>4009 Highway 40/61; 100 and 110 Freymuth Lane</p> 
<b>APPLICANT</b>	Skip Stone, Pinnacle Land Development, LLC
<b>OWNER</b>	KAPB, LLC - Land Series
<b>LOT SIZE</b>	43.89 acres
<b>ZONING</b>	"SR2" Single-Family Residential District
<b>PROPOSAL</b>	Multiple amendments to the approved Preliminary Subdivision Plat for the Windsor Park Subdivision, consisting of 80 single-family residential lots.
<b>APPLICATION TYPE</b>	Final Subdivision Plat
<b>STAFF</b>	Louis Clayton, AICP, Director of Community Development

## BACKGROUND

The subject property measures 43.89 acres, is located on the south side of Interstate 64 between Freymuth Lane and Oak Bluff Drive, and is currently developed with two single-family homes, agricultural buildings and pastures. The site drops approximately 75 feet from the south to the north and steep slopes are present on the eastern portion of the site.

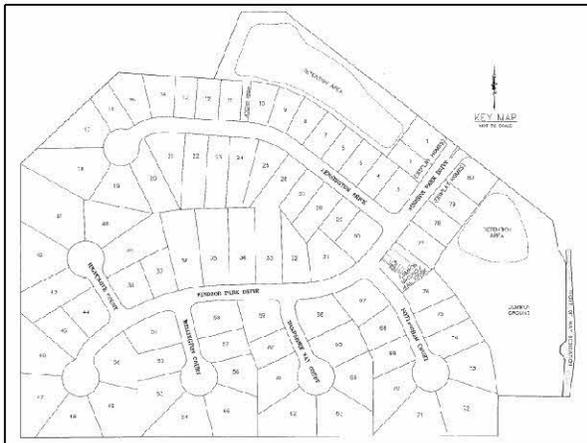
On July 2, 2018, the Board of Aldermen passed Ordinance 3867 approving a request from KAPB, LLC for a change in zoning classification from “NU” Non-Urban District to “SR2” Single Family Residential District, and Preliminary Subdivision Plat associated with an 80-lot residential development to be known as Windsor Park Subdivision. The Final Subdivision Plat was approved by the Board of Aldermen on March 18, 2019 (Ordinance 3964), but has not been recorded.

## PROJECT DESCRIPTION & ANALYSIS

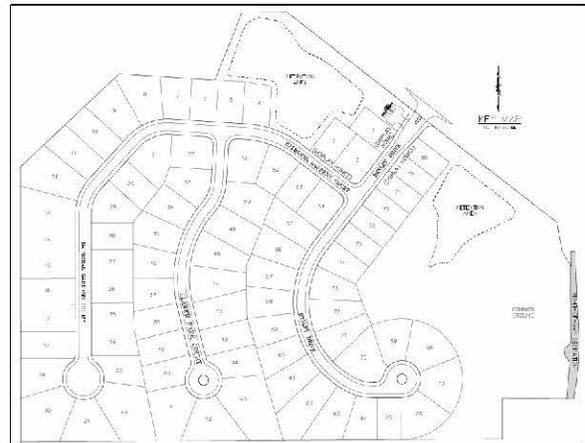
The applicant, Pinnacle Land Development, LLC, requests approval of an amended Preliminary Subdivision Plat. If approved, an application for a Final Subdivision Plat must be submitted within one year after approval of the Preliminary Subdivision Plat.

### Summary of Proposed Changes

The most significant changes include relocating the entrance 165 feet northwest, a revised street pattern, and reshaped detention basins, as depicted in Figures 1 and 2. A comparison between the approved and amended Preliminary Subdivision Plats is provided in the table on page 3.



*Figure 1: Approved Plat*



*Figure 2: Proposed Plat*

	Approved Preliminary Subdivision Plat	Amended Preliminary Subdivision Plat	Change
<b>Lots</b>			
70' (wide)	14	5	- 9
76' (wide)	16	21	+ 5
86' (wide)	50	54	+ 4
Total	80	80	No change
<b>Site Calculations (acres)</b>			
Right of Way	5.7	5.2	- 0.6
Common Ground	7.8	11.9	+ 4.1
Lots	30.4	26.8	- 3.5
Total	43.9	43.9	No change
<b>Site Calculations</b>			
Density (units/acre)	2.63	2.98	+ 0.3
Private Park Land (acres)	1.53	1.72	+ 0.2
<b>Trees</b>			
Street Trees	210	219	+ 9.0
Tree Canopy Preserved	32.6%	51.1%	+ 18.5%
Landmark Trees Preserved	5	5	No change

### Streets

The subdivision will have access from South Outer 40. All subdivision streets will be public and are 26 feet wide with five-foot tree lawns and five-foot sidewalks on both sides of the street.

A City project is anticipated to be completed in summer 2020 and will improve Freymuth Lane by replacing an existing box-culvert, adding two feet of pavement on each side of the roadway, overlaying the entire section, relocating the open ditch lines and possibly installing retaining walls and relaxing sharp curves that limit sight distance where feasible to improve driver safety. The contractor has completed clearing and is scheduled to begin culvert work in February.

### Stormwater Management

A retention pond at the north end of the site and a dry detention basin at the east end of the site will serve the entire subdivision. The Public Works Department finds the stormwater plan acceptable.

### Trees & Landscaping

The Tree Preservation Plan proposes 48.9 percent of existing tree canopy to be removed which is less than the 70 percent that is permitted by the City's Tree Preservation Regulations.

Landscape buffers are not required, and are not proposed, between the subject property and the adjacent properties; however, the applicant proposes to plant additional ornamental and evergreen trees in certain locations along the southern property line and Oak Bluff Drive to mitigate the potential visual impacts between the proposed development and adjacent homes. The trees will be owned and maintained by individual homeowners.

Street trees are proposed along all street frontages at a rate of 1 per 40 feet of frontage.

The Tree Preservation Plan and Landscape Plan have been approved by the City's contracted arborist.

### **Parkland**

Based on a density formula prescribed in the Municipal Code, 2.26 acres of parkland is required for this project. Up to 50 percent of the total parkland dedication requirements may be satisfied by having private recreational amenities. The remaining requirement must be satisfied either through land dedications or in lieu contributions of up to \$900 per single-family lot.

A 1.72-acre retention pond is proposed at the north end of the site. Ponds of water at least one acre in size may be counted as parkland when the pond can be used for recreational activities such as fishing or boating. According to the applicant, the pond will be accessible to subdivision residents. Staff finds that the proposed private recreational amenities meet the standards set forth in Section 425.460.E.3 of the Municipal Code and therefore satisfies 50 percent of the total parkland dedication requirement. To satisfy the remaining parkland dedication requirements, the applicant must pay an in lieu fee of \$36,000 (80 lots x \$450 per lot).

### **Model Building Plans**

The applicant has not submitted model building plans for consideration. Pursuant to Section 405.360 of the Municipal Code, model building plans for the entire subdivision may be approved by the Planning and Zoning Commission or the commission may delegate their authority to the Architectural Review Board. Staff recommends that the Architectural Review Board consider the model building plans at a later date.

## **CONCLUSION**

Staff is of the opinion that the amended Preliminary Subdivision Plat complies with the applicable requirements of the "SR2" Zoning District and is generally consistent with the previously approved Preliminary Subdivision Plat and Final Subdivision Plat. The Comprehensive Plan's Future Land Use Map recommends the subject property be developed as "Suburban – Single Family Residential" with a net density of one to five units per net acre. The proposed use and density is consistent with the recommendations of the Comprehensive Plan.

## **STAFF RECOMMENDATION**

To *recommend approval* of the requested Amended Preliminary Subdivision Plat to the Board of Aldermen as submitted.

## **MOTION**

The following motion can be read verbatim or modified as desired:

*"I move to recommend approval of the requested Amended Preliminary Subdivision Plat to the Board of Aldermen as submitted."*

AN ORDINANCE TO AWARD A CONTRACT TO LAMKE TRENCHING AND EXCAVATING FOR THE LOCKHAVEN COURT STORMWATER IMPROVEMENT PROJECT FOR THE CITY OF LAKE SAINT LOUIS, MISSOURI, AND AUTHORIZE THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY.

WHEREAS, The City of Lake Saint Louis did seek sealed bids (Bid No. 01-20) for the Lockhaven Court Stormwater Improvement Project for the City of Lake Saint Louis; and

WHEREAS, the City Clerk received bids, the results were tabulated and reviewed by City Staff; and

WHEREAS, City Staff have submitted their recommendation to the Board of Aldermen to award a contract for the Lockhaven Court Stormwater Improvement Project to Lamke Trenching and Excavating.

Be it ordained by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

SECTION 1. The Board of Aldermen hereby authorizes the Mayor and/or City Administrator to award Bid No. 01-20 contract to Lamke Trenching and Excavating for the Lockhaven Court Stormwater Improvement Project in the amount of \$65,490.00 and further authorizes change orders in an additional amount not to exceed \$4,420.00 or total authorized maximum expenditure in the amount of \$69,910.00 as outlined in the contract, marked Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Safety Training Requirements:

- A. The Project approved by this Ordinance is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
- B. The request for bids for this Project shall specify the requirements of Section 292.675, RSMo.

C. The contract awarded for this Project shall specify the requirements of Section 292.675, RSMo, and shall include a notice of the penalties for a contractor's failure to comply with that statute.

SECTION 3. Lamke Trenching and Excavating shall sign an affidavit in accordance with Missouri State Statutes that says Lamke Trenching and Excavating does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. The affidavit also verifies that Lamke Trenching and Excavating has enrolled in the Department of Homeland Security and the Social Security Administration's E-Verify Program.

SECTION 4. Lamke Trenching and Excavating shall comply in all respects with provisions as set forth by current standards of the Missouri Division of Labor, including, but not limited to, the following:

Missouri Prevailing Wage Law 292.210 through 290.340 RSMO, contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof) applicable to St. Charles County.

SECTION 5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to take such further action and execute such documents, certificates and instruments as may be necessary to carry out and comply with the intent of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney

**LOCKHAVEN COURT STORMWATER IMPROVEMENT PROJECT  
CONTRACT BETWEEN  
CITY OF LAKE SAINT LOUIS  
AND  
LAMKE TRENCHING & EXCAVATING, INC.**

This agreement, made the \_\_\_\_ day of \_\_\_\_\_, 2020, and between Lamke Trenching & Excavating, Inc. (**CONTRACTOR**), Party of the First Part, hereinafter called the "Contractor", and CITY OF LAKE SAINT LOUIS, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

**ARTICLE 1 – SCOPE OF WORK**

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled **LOCKHAVEN COURT STORMWATER IMPROVEMENT PROJECT, Bid No. 01-20**, prepared by the City of Lake Saint Louis, 200 Civic Center Drive, Lake Saint Louis, Missouri.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal, attached.

**ARTICLE 2 – TIME OF COMPLETION**

The contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work and shall complete all work within 45 calendar days after the expiration date of such seven (7) day period.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner, a sum equal to FOUR HUNDRED DOLLARS (\$400.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Engineer and City for the extra time required for the completion of the work and for the delays or damages to the traveling public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

### ARTICLE 3 – THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract a sum not-to-exceed Sixty Five Thousand Four Hundred and Ninety Dollars, **(\$65,490.00)** for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

### ARTICLE 4 – PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein as follows:

At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. **Such applications shall be submitted on standard AIA Document G702 or by invoice on a form approved by the City.** When the satisfactory progress has been completed during the previous month, the Engineer will issue a certificate that such work has been completed and the value thereof and the City will then issue a voucher to the Contractor in the amount of ninety-five (95) percent of the value of the work completed as certified, less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents. The five (5) percent (retainage) which is deducted each month is reserved by the City as partial guaranty of the faithful execution of the Contract by the Contractor. Ninety-eight (98) percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law will be paid to the Contractor upon substantial completion of the work. The remaining retainage will be paid to the Contractor upon final completion of the work.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of his and each of his subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

As a consideration for such payment of ninety-five (95) percent, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

It is be recognized and accepted by all parties that "As Built" drawings if required by the contract are due prior to certification of substantial completion. No retainage will be paid prior to the submittal and approval of "As Built" drawings required by the contract documents.

## **ARTICLE 5 – ACCEPTANCE AND FINAL PAYMENT**

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared the Contractor will submit to the City a final certificate stating that the work has been completed, under the terms and conditions of the contract, and the amount, based on the final estimate, remaining due the Contractor and submitted to the City. The Engineer shall issue concurrence of final completion or notice to the contractor and written explanation of deficiencies within fourteen calendar days. Upon issuance of concurrence by the Engineer, the City will then accept the work as fully completed and will, not later than thirty (30) days after submittal of Final certificate pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

## **ARTICLE 6 – OWNERS RIGHT TO WITHHOLD PAYMENT**

Nothing in this contract shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

## **ARTICLE 7 – THE CONTRACT DOCUMENTS**

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

## **ARTICLE 8 – COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent

upon or resulting from the award or making of this contract except as expressly listed in the proposal. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee for which the City may be liable, plus reasonable attorney's fee reimbursement for any legal fees incurred in connection therewith.

#### **ARTICLE 9 – SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve CONTRACTOR of his primary responsibility for the quality and performance of the work.

#### **ARTICLE 10 – DECISIONS UNDER THIS CONTRACT**

The CITY will reasonably determine the acceptability of work performed under this contract, and will reasonably decide all questions which may arise concerning the project. The CITY'S decisions shall be final and conclusive.

#### **ARTICLE 11 – SUCCESSORS AND ASSIGNS**

The CITY and CONTRACTOR agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE 12 – COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE 13 – RESPONSIBILITY FOR CLAIMS AND LIABILITY**

CONTRACTOR agrees to save harmless the CITY from all claims and liabilities due to its negligent acts or the negligent acts of its employees, agents or subcontractors.

#### **ARTICLE 14 – NONDISCRIMINATION**

CONTRACTOR , with regard to the work performed by it after award and prior to the completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors. CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract,

including procurement of material or equipment, each potential subcontract or supplier shall be notified by CONTRACTOR 'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

#### ARTICLE 15 – GENERAL CONSIDERATIONS

- A. The City of Lake Saint Louis expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.
- B. Insurance: CONTRACTOR shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of it services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend the CITY from and against any and all liability for loss, damage or expense which the CITY may suffer or for which the CITY may be held liable by reason of any injury (including death) or damage to property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed.

#### ARTICLE 16 – PREVAILING WAGES

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the **Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof)** applicable to St. Charles County. The latest version of the wage rates can be accessed at: [http://apps.labor.mo.gov/DLS/PrevailingWage/AWO/26\\_WO092.pdf](http://apps.labor.mo.gov/DLS/PrevailingWage/AWO/26_WO092.pdf). Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

In accordance with the Missouri Division of Labor Standards, all workers performing work under this contract must be paid not less than prevailing wage for work performed under this contract (see section 290.250, RSMo).

In accordance with the Missouri Division Labor of Standards, the contractor shall forfeit a penalty of \$100 per day to the City of Lake Saint Louis if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo).

#### ARTICLE 17 – THE CONTRACT DOCUMENTS

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

## **ARTICLE 18 – SAFETY TRAINING**

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10 hour

## **ARTICLE 19 – NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Article 18 above.
- b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Article 18 b and c above have elapsed.
- c. Violations of Article 18 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
- d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in this Section shall be assessed; the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

## **ARTICLE 20 – AUTHORIZED EMPLOYEES**

Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

IN WITNESS WHEREOF, the parties have hereto executed this agreement the date of the year first above written.

CITY OF LAKE SAINT LOUIS, MISSOURI

\_\_\_\_\_  
By: Mayor Date

Attest:

\_\_\_\_\_  
City Clerk Date

Lamke Trenching & Excavating, Inc.

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

Attest:

\_\_\_\_\_  
Secretary

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

\_\_\_\_\_  
Director of Finance Date

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

STATE OF MISSOURI            )  
  )  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared  
\_\_\_\_\_, to me personally  
known, who being by me duly sworn did say that he is the President (other officer or agent),  
of \_\_\_\_\_ Corporation, a  
corporation of the State of \_\_\_\_\_, and that the seal affixed  
to the foregoing instrument is the corporate seal of said corporation, and that said instrument  
was signed and sealed in behalf of said corporation by authority of its Board of Directors, and  
said \_\_\_\_\_ acknowledged said instrument to  
be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A PARTNERSHIP

STATE OF MISSOURI     )  
  )  
COUNTY OF                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared  
\_\_\_\_\_, to me personally know, who  
being by me duly sworn did say he (she) is a member of the partnership of  
\_\_\_\_\_, and that as such  
partner he (she) has authority to execute the foregoing instrument on behalf of said partnership,  
ad acknowledge that he (she) executed the same as his (her) free act and deed and as the free act  
and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and  
year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned, (hereinafter called the "Principal"), an \*individual, partnership, or corporation, duly authorized by law to do business as a construction contractor in and \_\_\_\_\_ (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the State of Missouri, are held and firmly bound unto (hereinafter called the "Obligee"), in the penal sum of ( \$ \_\_\_\_\_ ) dollars lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said Principal entered into a written agreement, which agreement is hereby made a part hereof, with said Obligee for the construction of \_\_\_\_\_ located at \_\_\_\_\_.

Now, therefore, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall as soon as the work contemplated by said Contract is completed, pay to the proper parties all amount due for material, lubricants, oil, gasoline, grain, hay, food, coal, and coke, repairs on machinery, groceries and foodstuff, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and may be sued on for his use and benefit by any person furnishing materials or performing labor, either as an individual, or as a subcontractor for any contractor in the name of said Obligee.

\*Mark out the inapplicable designation

The said Surety for the value received, hereby stipulates and agrees that no charge, extensions of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the agreement or the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

(Seal)

### E-VERIFY AFFIDAVIT

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as "Contractor"): \_\_\_\_\_.
1. I am the \_\_\_\_\_ for Contactor and I have personal knowledge of the facts stated herein.
2. On or about \_\_\_\_\_, Contactor entered into a contract with the City of Lake Saint Louis ("Lake Saint Louis"), for the provision of \_\_\_\_\_, as more fully described in \_\_\_\_\_ (hereinafter referred to as "Contract").
3. Contactor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.
4. On or about \_\_\_\_\_, Contactor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security ("DHS") and the Social Security Administration ("SSA"), as referred to in the Revised Statutes of the State of Missouri, § 285.530.
5. Pursuant to a Memorandum of Understanding between Contactor, DHS, and SSA (hereinafter referred to as the "Memorandum of Understanding"), Contactor is obligated to verify each employee hired after \_\_\_\_\_ (hereinafter referred to as the "Enrollment Date"), and Contactor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.
6. Contactor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contactor has provided Lake Saint Louis with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.
7. Contactor affirms that if it is determined that an employee is not eligible to work on the Contract, Contactor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.
8. Contactor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the Contract and permanently suspend or debar Contactor from doing business with the State under certain circumstances.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

STATE OF MISSOURI        )  
  ) SS.  
CITY OF                        )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_, before me, \_\_\_\_\_, a  
Notary Public in and for said State, personally appeared \_\_\_\_\_,  
known to me to be the person who executed the within Affidavit, and acknowledged to me that \_  
\_\_\_\_\_ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the \_  
\_\_\_\_\_ and State aforesaid, the day and year first above  
written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## GENERAL CONDITIONS OF THE CONTRACT

### SECTION 2.1 DEFINITIONS

2.1.01. **CONTRACT DOCUMENTS:** The Contract comprises of the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

a) Legal and Procedural Documents

1. Advertisement
2. Information for Bidders
3. Proposal
4. Bid Guaranty
5. Contract
6. Performance Bond

b) Special Provisions

c) General Conditions of the Contract

d) Detailed Specification Requirements

e) Drawings

2.1.02 **ENGINEER** is the City of Lake Saint Louis Public Works Department.

2.1.03 **OWNER** is the City of Lake Saint Louis, Missouri.

2.1.04 **SUB-CONTRACTOR** is any person, firm or corporation with a direct contract with the contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes material.

2.1.05 **CONTRACTOR** is the contractor named in the contract documents.

2.1.06 **PROPOSAL:** The offer of a bidder to perform the work described by the contract documents when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

2.1.07 **BID GUARANTY:** The cashier's check or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the owner for the construction of the work, if the contract is awarded to them.

- 2.1.08 CONTRACT is the agreement covering the performance of the work described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or material therefore.
- 2.1.09 PERFORMANCE BOND is the approved form of security furnished by the contractor and their surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 2.1.10 SURETY is the person, firm or corporation who executes the contractor's performance bond.
- 2.1.11 SPECIFICATIONS shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.
- 2.1.12 DRAWINGS are those listed in the index to specifications and drawings with all addenda thereto.
- 2.1.13 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to those who serve the notice.
- a) Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in their business address until completion of the contract.
- 2.1.14 ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the contractor for damages to the work resulting therefrom.
- 2.1.15 WORKING DAY: A working day is defined as any day when, in the opinion of the Engineer, soil and weather conditions are such as would permit any major operation of the project for six hours or over unless other unavoidable conditions prevent the contractor's operators. If conditions are such as to stop work in less than six hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.
- 2.1.16 MINIMUM WAGE RATES: The Contractor shall be required to comply with the Requirements of the "Wage Scale Determinations" as provided.

## **SECTION 2.2 DRAWINGS, SPECIFICATIONS AND RELATED DATA**

- 2.2.01 INTENT OF DRAWINGS AND SPECIFICATIONS: The intent of the drawings and specifications is that the contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The contractor shall do all the work shown on the drawings and described in

the specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvements, ready for use, occupancy and operation by the owner.

- 2.2.02 CONFLICT: If there be conflicting variance between the drawings and the specifications, the provisions of the specifications shall control. In case of conflict between the general conditions of the contract or any modifications thereof and the detailed specification requirements, the detailed specification requirements shall control.
- 2.2.03 DISCREPANCIES IN DRAWINGS: Any discrepancies found between the drawings and specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the contractor after their discovery of such discrepancies, errors or omissions shall be done at the contractor's risk.
- 2.2.04 ADEQUACY OF DRAWINGS AND SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the drawings and specifications shall be borne by the engineer. The complete requirements of the work to be performed under the contract shall be set forth in drawings and specifications to be supplied by the owner through the Engineer or by the Engineer as representative of the owner. Drawings and specifications furnished shall be in accordance with the contract documents and shall be true and accurate developments thereof.
- 2.2.05 ADDITIONAL INSTRUCTIONS: Further instructions may be issued by the Engineer during the program of the work by means of drawing or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.
- 2.2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED: Except as provided for otherwise, all required copies of drawings and specifications necessary for the execution of the work shall be furnished to the contractor without charge.
- 2.2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE: One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.
- 2.2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: All original or duplicated drawings and specifications and other data prepared by the Engineer shall remain the property of the Engineer and they shall not be reused on other work, but shall be returned to them upon completion of the work.
- 2.2.09 DIMENSIONS: Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the contractor is affected by finish dimensions, these shall be determined by the contractor at the site, and they shall assume the responsibility therefore.

- 2.2.10 MODELS: All models prepared for this work shall become the property of the owner at the completion of the work.
- 2.2.11 SAMPLES: All samples called for in the specifications or required by the Engineer shall be furnished by the contractor and shall be submitted to the Engineer for his (her) approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. See also 2.6.15.
- a.) Samples for Tests: Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.
  - b.) Quality Assurance - Concrete: In order to ensure the quality of the contractor's work, samples of all cast in place concrete shall be collected and tested by an independent testing laboratory. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.
  - c.) Quality Assurance - Soils: In order to ensure the quality of the contractor's backfill material, all soils used for backfill shall be tested by an independent testing laboratory. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.
- 2.2.12 SHOP DRAWINGS: The contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Engineer's instructions. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:
- a) Three copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
  - b) The Engineer shall, within fourteen days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.
  - c) The contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.

- d) Following completion of such corrections and changes, the contractor shall furnish the Engineer two copies of the shop drawings conforming to the required corrections and changes. The Engineer is to retain one set of drawings and submit the other to the City.

2.2.13 QUALITY OF EQUIPMENT AND MATERIALS: In order to establish standards of quality, the Engineer has, in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a) The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, together with such engineering and catalog data as the Engineer may require.
- b) The contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing within a reasonable time. No substitute materials shall be used unless approved in writing.
- c) An addendum will be issued prior to bid opening, identifying manufacturers of approved equipment. Only general contractors can request approval of equal equipment.

2.2.14 EQUIPMENT APPROVAL DATA: The contractor shall furnish one copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a) This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.
- b) Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- c) After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from the Engineer.
- d) Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's contract documents. The approval of the Engineer shall not relieve the contractor from responsibility for deviations from drawings or specifications, unless they have in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve them from responsibility for errors of any sort in the item submitted. The contractor shall check the work described by the catalog data with the Engineer's contract documents for deviations and errors.

- e) It shall be the responsibility of the contractor to insure that the items to be furnished fit the space available. They shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- f) Where equipment requiring different arrangement of connections from those shown is approved. It shall be the responsibility of the contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

2.2.15 SURVEYS: Unless otherwise specified, the contractor shall establish all base lines for location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information, the contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the contractor or resulting from their negligence, the contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench mark, reference points and stakes.

The contractor shall be responsible at his own cost to replace any property corners, iron pipes, or property pins that are disturbed by his work. The survey work by contractor shall include providing survey information for utility company relocations. All surveying work shall be performed by a licensed surveyor within the State of Missouri.

2.2.16 AS BUILT PLANS: As-built plans are not required for this project.

### **SECTION 2.3 ENGINEER-OWNER CONTRACTOR RELATIONS**

2.3.01 ENGINEER'S RESPONSIBILITY AND AUTHORITY: All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

2.3.02 ENGINEER'S DECISIONS: All claims of the owner or the contractor shall be presented to the Engineer for decision which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final.

2.3.03 SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he (she) may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications. The contractor shall not suspend operation without the Engineer's permission.

- 2.3.04 INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer, and the contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract. Such inspection may include mill, plant, or ship inspection, and any material furnished under these specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.
- 2.3.05 EXAMINATION OF COMPLETED WORK: If the Engineer requests it, the contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the contractor's expense.
- 2.3.06 CONTRACTOR'S SUPERINTENDENCE: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the contractor, and all directions given to the superintendent shall be considered given to the contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the contractor.
- 2.3.07 LANDS BY OWNER: The owner shall provide the lands shown on the drawings upon which the work under the contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the owner shall be deemed proper cause for adjustment in the contract amount and in the time of completion.
- 2.3.08 LANDS BY CONTRACTOR: Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the contractor with no liability to the owner. The contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.
- 2.3.09 PRIVATE PROPERTY: The contractor shall not enter upon private property for any purpose without obtaining permission, and they shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments, and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

- 2.3.10 ASSIGNMENT OF CONTRACT: Neither the contractor nor the owner shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or their obligation thereunder, without written consent of the other party.
- 2.3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES: At the termination of this contract, before acceptance of the work by the Engineer, the contractor shall remove all of their equipment, tools and supplies from the property of the owner. Should the contractor fail to remove such equipment, tools and supplies, the owner shall have the right to remove them.
- 2.3.12 SUSPENSION OF WORK BY THE OWNER: The work or any portion thereof may be suspended at any time by the owner provided that he gives the contractor five (5) days written notice of suspension, which shall set forth the date on which work is to be resumed. The contractor shall resume the work upon written notice from the owner and within ten days after the date set forth in the notice of suspension. If the owner does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.11.
- 2.3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES: Upon failure of the contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five days written notice to the contractor and receipt of written approval from the Engineer, the owner may, without prejudice to any other remedy he (she) may have, correct such deficiencies.
- 2.3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: The owner shall have the right to terminate the employment of the contractor after giving ten days written notice of termination of the contractor in the event of any default by the contractor and upon receiving written notice from the Engineer certifying the cause for such action. In the event of such termination, the owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means they select.

It shall be considered a default by the contractor whenever they shall:

- a) Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors.
- b) Disregard or violate important provisions of the contract documents or Engineer's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
- c) Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment thereof.

2.3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT:

The contractor may suspend work or terminate contract upon ten days written notice to the owner and Engineer, for any of the following reasons:

- a) If an order of any court, or public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the contractor or their employees.
- b) If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the general conditions of the contract.
- c) If the owner should fail to act upon any request for payment within thirty days after its approval by the Engineer.
- d) If the owner should fail to pay the contractor any sum within thirty days after its award by arbitrators.

2.3.16 RIGHTS OF VARIOUS INTERESTS: Wherever work being done by the owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

2.3.17 SEPARATE CONTRACTS: The owner may let other contracts in connection with the work of the contractor. The contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the contractor's responsibility to inspect all work by other contractors affecting their work and to report to the Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. His (her) failure to notify the Engineer of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive their work. The contractor shall not be responsible for defects of which they could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the contractor to measure the completed work in place and report to the Engineer immediately any difference between completed work by others and the drawings.

2.3.18 SUBCONTRACTS: At the time specified by the contract documents or when requested by the Engineer, the contractor shall submit in writing to the owner for approval of the Engineer the names of the sub-contractors proposed for the work. Sub-contractors may not be changed except at the request or with the approval of the Engineer. The contractor is responsible to the owner for the acts and omissions of their employees. The contract documents shall not be construed as creating any contractual relation between any sub-contractor and owner. The contractor shall bind every sub-contractor by the terms of the contract documents.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between contractor and subcontractor.

- 2.3.19 **WORK DURING AN EMERGENCY:** The contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases they shall notify the Engineer of the emergency as soon as practicable, but he (she) shall not wait for instructions before proceeding to properly protect both life and property.
- 2.3.20 **ORAL AGREEMENTS:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms of obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.
- 2.3.21 **SAFETY:** The contractor shall employ adequate safety procedures and techniques in the performance of their work.

## **SECTION 2.4 MATERIALS AND WORKMANSHIP**

- 2.4.01 **MATERIALS FURNISHED BY THE CONTRACTOR:** All materials used in the work shall meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the contractor.
- 2.4.02 **MATERIALS FURNISHED BY THE OWNER:** Materials specifically indicated shall be furnished by the owner. The fact that the owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the contractor may continue to use it until otherwise directed. If the contractor discovers any defect in material furnished by the owner, they shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The contractor shall be prepared to unload and properly protect all such material from damage or loss. The contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 2.4.03 **STORAGE OF MATERIALS:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the owner or lessee.

2.4.04 CHARACTER OF WORKMEN: The contractor shall at all times be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the contractor or sub-contractor who, in the opinion of the Engineer, does not perform their work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.

2.4.05 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the contract documents are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten days after written notice is given by the Engineer, and the work shall be re-executed by the contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- a) Should the contractor fail to remove work or materials rejected within ten days after written notice to do so, the owner may remove them and may store the material.
- b) Correction of faulty work after final payment shall be in accordance with Paragraph 2.6.19.

2.4.06 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

2.4.07 CUTTING AND PATCHING: The contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The contractor shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his (her) direction.

2.4.08 CLEANING UP: The contractor shall remove from the owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

2.4.09 GUARANTY PERIOD: The contractor shall warrant all material furnished, equipment furnished and work performed by them for a period of one year from the date of written acceptance of the work. This warranty shall be documented to the City in writing by an authorized representative of the contractor. Failure of contractor to provide written warranty does not absolve contractor of said warranty. S

## **SECTION 2.5 PROGRESS AND COMPLETION OF WORK**

- 2.5.01 **NOTICE TO PROCEED:** Following the execution of the contract by the owner, written notice to proceed with the work shall be given to the contractor. The contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the owner) with such force as to secure the completion of the work within the time stated in the proposal.
- 2.5.02 **CONTRACT TIME:** The contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.
- 2.5.03 **SCHEDULE OF COMPLETION:** The contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the contractor proposes to carry on the work, with dates at which the contractor will start the several parts of the work, and estimated dates of completion of the several parts.
- 2.5.04 **CHANGES IN THE WORK:** The owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.
- 2.5.05 **EXTRA WORK:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the owner as approved by the Engineer. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications or special provisions shall be done in accordance with the best practice as approved by the Engineer. Extra work required in an emergency to protect life and property shall be performed by the contractor as required.
- 2.5.06 **EXTENSION OF CONTRACT TIME:** A delay beyond the contractor's control occasioned by an Act of God or act of omission on the part of the owner or by strikes, lockouts, fire, etc., may entitle the contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the contractor shall immediately give written notice to the Engineer of the cause of such delay.
- 2.5.07 **USE OF COMPLETED PORTIONS:** The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed

work, the contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

## **SECTION 2.6 MEASUREMENT AND PAYMENT**

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT: Except in cases where unit prices form the basis for payment under the contract, the contractor shall within ten days of receipt of notice to proceed, submit a complete breakdown of the contract amount showing the value assigned to each part of the work including an allowance for profit and overhead. Upon approval of the breakdown of the contract amount by the Engineer, it shall be used as the basis of all requests for payment.

2.6.02 REQUESTS FOR PAYMENT: The contractor may submit periodically but not more than once each month a request for payment for work done and materials delivered and stored on the site. The contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the owner title to such materials. Each request for payment shall be computed from the work completed on all items listed in the detailed breakdown of contract amount, less a percentage to be retained as detailed in the Contract Agreement until final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed. See also section 2.6.21 and the Contract Agreement.

2.6.03 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT: Within ten days of submission of any request for payment by the contractor, the Engineer shall:

- a) Approve the request for payment as submitted.
- b) Approve such other amounts as he (she) shall decide is due the contractor, informing the contractor in writing of his (her) reason for approving the amended amount.
- c) Withhold the request for payment, informing the contractor in writing of their reasons for withholding it.

2.6.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT: Within thirty days from the date of approval of a request for payment by the Engineer, the owner shall:

- a) Pay the request for payment as approved.
- b) Pay such other amount in accordance with Paragraph 2.6.05 as they shall decide is due the contractor, informing the contractor and the Engineer in writing of their reasons for paying the amended amount.
- c) Withhold payment in accordance with Paragraph 2.6.05 informing the contractor and the Engineer of their reasons for withholding payment.

- 2.6.05 **OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT:** The owner may withhold payment in whole or in part on an approved request for payment to the extent necessary to protect themselves from loss on account of any of the following causes discovered subsequent to approval of a request for payment by the Engineer.
- a) Defective work.
  - b) Evidence indicating the probable filing of claims by other parties against the contractor.
  - c) Failure of the contractor to make payments to sub-contractors, material suppliers or labor.
  - d) Damage to another contractor.
- 2.6.06 **INTEREST ON UNPAID REQUESTS FOR PAYMENT:** Should the owner fail to pay an approved request for payment within thirty days from the date of approval by the Engineer, and should they fail to inform the Engineer and the contractor in writing of their reasons for withholding payment, the owner shall pay the contractor interest on the amount of the request for payment at the rate of six (6%) percent per annum until payment is made.
- 2.6.07 **RESPONSIBILITY OF THE CONTRACTOR:** Unless specifically noted otherwise, the contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at their expense. It shall be the contractor's responsibility to pay for:
- a) Replacement of survey bench marks, reference points and stakes provided by the owner under Paragraph 2.2.15.
  - b) Lands by contractor provided in accordance with Paragraph 2.3.08.
  - c) Insurance obtained in accordance with Paragraphs 2.7.01 and 2.7.02.
  - d) Fire insurance obtained in accordance with Paragraph 2.7.03.
  - e) Performance bond obtained in accordance with Paragraph 2.7.04.
  - f) Royalties required under Paragraph 2.7.05.
  - g) Permits and licenses required of the contractor and sub-contractors.
- 2.6.08 **PAYMENT FOR UNCORRECTED WORK:** Should the Engineer direct the contractor not to correct work that has been damaged or that was not performed in accordance with the contract documents, an equitable deduction from the contract amount shall be made to compensate the owner for the uncorrected work.

- 2.6.09 PAYMENT FOR REJECTED WORK AND MATERIALS: The removal of work and materials rejected under Paragraph 2.4.05 and the re-execution of acceptable work by the contractor shall be at the expense of the contractor, and they shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.
- a) Removal of rejected work or materials and storage of materials by the owner in accordance with Paragraph 2.4.05 shall be paid by the contractor within thirty days after written notice to pay is given by the owner. If the contractor does not pay the expenses of such removal and after ten days written notice being given by the owner of their intent to sell the materials at auction or at private sale and shall pay to the contractor the net proceeds therefrom after deducting all the cost and expenses that should have been borne by the contractor.
- 2.6.10 PAYMENTS FOR EXTRA WORK: Written notice of claims for payments for extra work shall be given by the contractor within ten days after receipt of instructions from the owner as approved by the Engineer to proceed with the extra work and also before any work is commenced, except in emergency endangering the life or property. No claim shall be made valid unless so made. In all cases, the contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The owner's order for extra work shall specify any extension of the contract time and one of the following methods of payments:
- a) Unit prices or combinations of unit prices which formed the basis of the original contract.
- b) A lump sum based on the contractor's estimate, accepted by the owner, and approved by the Engineer.
- c) Forced account as described in Section 2.6.20.
- 2.6.11 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the owner and abandoned by the contractor as provided in Paragraph 2.3.13, the contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15%) percent of the value of the abandoned work to compensate for overhead, plant expense and anticipated profits.
- 2.6.12 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the owner in removing construction equipment, tools and supplies in accordance with Paragraph 2.3.12 and in correcting deficiencies in accordance with Paragraph 2.3.14 shall be paid by the contractor.
- 2.6.13 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT: Upon termination of the contract by the owner in accordance with Paragraph 2.3.14, no further payments shall be due the contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of

completing the work including all overhead costs, the excess shall be paid to the contractor. If the cost of completing the work shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The cost incurred by the owner, as herein provided, and the damage incurred through the contractor's default, shall be certified by the owner, and approved by the Engineer.

- 2.6.14 **PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:** Upon suspension of the work or termination of the contract by the contractor within accordance with Paragraph 2.3.15, the contractor shall recover payment from the owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.
- 2.6.15 **PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:** Samples furnished in accordance with Paragraph 2.2.11 shall be furnished by the contractor at their expense.
- a) Testing of samples and materials furnished in accordance with Paragraph 2.2.11 shall be arranged and paid for by the contractor unless noted otherwise.
- 2.6.16 **RELEASE OF LIENS:** The contractor shall deliver to the owner a complete release of all liens arising out of this contract before the retained percentage or before the final request for payment is paid. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the owner such amounts as the owner may have been compelled to pay in discharging of such liens including all costs and a reasonable attorney's fee.
- 2.6.17 **ACCEPTANCE AND FINAL PAYMENT:** When the contractor shall have completed the work in accordance with the terms of the contract documents, the Engineer shall certify his (her) acceptance to the owner and his (her) approval of the contractor's final request for payment, which shall be the contract amount plus all approved additions less all approved deductions (including retention) and less previous payments made. The contractor shall furnish evidence that they have fully paid all debts for labor, material, and equipment incurred in connection with the work, following which the owner shall accept the work and release the contractor except as to the conditions of the performance bond, any legal rights of the owner, required guarantees, and corrections of faulty work after final payment, and shall authorize payment of the contractor's final request for payments per the Contract Agreement. The contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment for the Engineer to assemble and check the necessary data.
- 2.6.18 **TERMINATION OF CONTRACTOR'S RESPONSIBILITY:** The contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the owner. The contractor's responsibility shall then cease, except as set forth in their performance bond, as required by the guaranty period in accordance with Paragraph 2.4.09 and as provided in Paragraph 2.6.19.

2.6.19 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The approval of the final request for payment by the Engineer and the making of the final payment by the owner to the contractor shall not relieve the contractor of responsibility for the faulty materials or workmanship. The owner shall promptly give notice of faulty materials or workmanship and the contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph, and all such decisions shall be subject to arbitration.

2.6.20 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK: All extra work done on a force account basis will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, timekeeper's service, premium on bond, and all other overhead expenses incurred in the prosecution of all extra work done on a force account basis. Payment will be made as follows:

- a) For all materials purchased by the contractor and used in this specific work, they will receive the actual cost of such materials including freight charges, as shown by original receipted bills for materials and freight, to which will be added an amount equal to 15% of the sum thereof.
- b) For all labor and foremen, engaged in the specific operation, the Contractor will receive the prevailing wage and will be paid on the project for each and every hour that said labor and foremen are actually engaged in such work, to which will be added an amount equal to 15% of the sum thereof. In addition the contractor shall be paid a sum equal to the workmen's compensation insurance premium and the actual cost of Social Security taxes, computed on the base rate for the class of work involved for the actual amount of the payroll.
- c) For any machine, power, and equipment which it may be deemed necessary or desirable to use, the contractor will be allowed reasonable rental price, which shall be agreed upon before such work is begun for each and every hour that said machinery or equipment is in use on such work, to which sum no percentage shall be added.

The contractor's timekeeper and the inspector shall compare records of extra work on a force account basis at the end of each day. Copies of these records shall be made in duplicate by the inspector and shall be signed by both the inspector and the contractor's timekeeper, one copy being forwarded respectively to the engineer and the contractor.

No extra work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. Bills for force account work must be sworn to and submitted in triplicate to the Engineer with the current monthly estimate.

2.6.21 REQUEST FOR PAYMENT FORM: All Requests for Payment shall use AIA Document G702 and G703. Copies of these forms are on the next pages. In the documents, and only these documents, the word architect is to mean engineer.

**SECTION 2.7 INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY**

2.7.01 **INSURANCE:** The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his sub-contractors, and the owner from claims for bodily injury, death or property damage which may arise from operations under this contract. The contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten days written notice to the owner of intention to cancel. The amounts of such insurance shall be not less than the following:

a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:

- 1) Property Damage, Injury or death of one person . . . . . \$1,000,000
- 2) Injury to more than one person in a single accident . . . . . \$3,000,000

b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

- 1) Property Damage, Injury or death of one person . . . . . \$1,000,000
- 2) Injury to more than one person in a single accident . . . . . \$3,000,000

Endorsements of insurance sent to the City as evidence of insurance shall contain the following statement, and in their absence the certificate will not be satisfactory to the City:

The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of Written notice thereof.

The Contractor shall ensure that all subcontractors also comply with the requirements of this provision. Insurance are further detailed in the Information for Bidders.

2.7.02 **INDEMNITY:** The Contractor shall indemnify and save harmless the City of Lake Saint Louis from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reasons of any omission or act of the contractor, its agents or employees, in the execution of the work or in the guarding of it.

2.7.03 **FIRE INSURANCE:** In addition to such fire insurance as the contractor elects to carry for their own protection, they shall secure and maintain in the name of the owner policies upon such structures and material and in such amounts as to fully protect the owner. The policies shall be secured from a company which is satisfactory to the owner and delivered to the owner.

2.7.04 **PERFORMANCE BOND:** The Contractor shall, at the time of their execution of the contract, furnish a corporate bond in the sum equal to the contract amount. The form of

the bond shall be as the owner may prescribe and with a surety company authorized to do business in the states where the work is located.

- 2.7.05 PATENTS AND ROYALTIES: If any design, device, material or process covered by letters, patent or copyright is used by the contractor, they shall provide for such use by legal agreement with the owner of the patent or a duly authorized license of such owner, and shall save harmless the owner from any and all loss or expense on account thereof, including its use by the owner.
- 2.7.07 PERMITS: All permits and licenses necessary for the prosecution of the work shall be secured by the contractor.
- 2.7.07 LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the owner against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.
- 2.7.08 WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, red lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by amber signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or white-washed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.
- 2.7.09 PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.
- 2.7.10 CROSSING UTILITIES: When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

2.7.11 SANITARY PROVISIONS: The Contractor shall provide and maintain such sanitary accommodations for the use of their employees and those of their sub-contractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Engineer.

## SPECIAL PROVISIONS

### **SP-1: STANDARD SPECIFICATIONS**

The Standard Construction Specifications (2007 or latest version thereof) by the St. Louis County Highway Department of Highways and Traffic, the Standard Construction Specifications for Sewers and Drainage Facilities, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD), SEWER SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District #2, and WATER DISTRIBUTION SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District #2 have, for the purpose of this contract, been adopted as the technical specifications of the City of Lake Saint Louis, Missouri. All work on this project shall be performed in accordance with the adopted specifications except where noted in the contract documents.

**1.1.0 Modifications** – The attached Technical Project Specifications are modifications to the Standard Construction Specifications for Sewers and Drainage Facilities, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD), which shall be utilized for this project.

### **SP-2: UTILITY DISCLAIMER**

The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City of Lake St. Louis at this time. This information is provided by the City of Lake St. Louis "as-is" and the City of Lake St. Louis expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City of Lake St. Louis shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City of Lake St. Louis from damages to any utility facilities interruption of service by it or its subcontractor's operation.

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**MEMORANDUM**

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**To:** Derek Koestel, P.E., Director of Public Works  
**From:** Matt Kuelker, P.E.  
**Subject:** Lockhaven Court Stormwater Improvement Project, Bid No. 01-20  
**Date:** 2/12/2020  
**cc:** Paul Markworth; Mayor and Board of Alderman

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Attached is the tabulation of Bids for the Lockhaven Court Stormwater Improvement Project. Five bids were received and ranged from \$65,490.00 to \$88,110.00

Recommendation:

1. Recommend the Board of Alderman select Lamke Trenching and Excavating as the responsible bidder.
2. Request the Board of Alderman authorize staff to execute a contract in the amount of \$65,490.00 based on the unit prices provided by Lamke Trenching and Excavating to perform the work as described in the Bid No. 01-20.
3. Staff requests the Board of Alderman authorize staff to approve change orders not to exceed an additional \$4,420 or a total contract amount of \$69,910. Based on the variation of the bids, the change order authority would be used to account for any quantity overruns, design omissions, and bed rock encountered during construction.
4. Funding will come from 601-050-9108 Lockhaven Stormwater as budgeted, approximately \$69,910 is available.

**BID TABULATION SHEET**

**TYPE OF BID** Lockhaven Court Stormwater Improvement Project

**Bid No.** 01-20

**DEPARTMENT** Public Works

**OPENED BY** Barbara Courtney

**WITNESSED BY** Matt Kuelker

**DATE & TIME OF BID CLOSING** February 6, 2020 at 12:00 noon

**DATE & TIME OF BID OPENING** February 6, 2020 at 2:00 p.m.

<b>Company Name &amp; Address</b>	<b>Bond</b>	<b>Add. 1</b>	<b>Add. 2</b>	<b>Bid</b>
Lamke Trenching & Excavating, Inc. 16323 Concord Hill Road Marthasville, MO 63357	YES	YES	YES	\$65,490.00
JTL Landscaping, LLC PO BOX 1299 Florissant, MO 63031	YES	YES	YES	\$75,945.00
Spencer Contracting Co. 3073 Arnold Tenbrook Road Arnold, MO 63010	YES	YES	YES	\$88,110.00
Aztec Construction Specialties, LLC 249 Lime Street Dupo, IL 62239	YES	YES	YES	\$72,369.00
Fischer Grading 3600 I-70 Dr. S.E. Suite c Columbia, MO 65201	YES	YES	YES	\$66,265.00

**ADVERTISEMENT FOR BID NO. 01-20**

Notice is hereby given that the City of Lake Saint Louis will receive sealed proposals at City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri until **12:00pm local time, February 6, 2020 for LOCKHAVEN COURT STORMWATER IMPROVEMENT PROJECT, BID NO. 01-20**. All bids will be publicly opened and read at **2:00 pm** or soon thereafter on the same day.

The project consists of the construction of approximately 180 linear feet of 12" RCP pipe, a double curb inlet, a single curb inlet, one manhole, site restoration including curb replacement and sod.

The bid proposal shall be made on a form of proposal, provided in the specifications and delivered in a sealed envelope clearly marked on the outside **Bid No. 01-20** to the City Clerk's Office on or before the time specified above. No facsimiles will be accepted. The proposal shall be accompanied by a bid bond, certified check or cashier's check of a bank or trust company in St. Charles County, St. Louis County, or in the City of St. Louis for an amount not less than five (5%) percent of the bid amount. The amount of the check shall be forfeited to the City if the bidder neglects or refuses to enter into a contract or to furnish bond after his proposal has been accepted.

The City reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The City reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The City reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding sixty (60) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract and performance bond and other required certificates in triplicate and return the signed documents within seven (7) days after the date of their receipt.

The successful bidder shall furnish a performance bond and payment bond for one hundred (100%) percent of the contract amount and shall file certificates with the City that the bidder has obtained and will continue to carry workmen's compensation insurance, public and private liability, and property damage insurance, and builder's risk insurance in an adequate amount for the duration of the contract. He shall also file a surety bond for the guarantee of the work for a period of one (1) year after the date of acceptance of the work.

The contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work and shall complete all work within 45 calendar days after the expiration date of such seven (7) day period.

The City of Lake Saint Louis is an equal opportunity employer. The City does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

The City of Lake Saint Louis hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in considerations for an award.

Specifications are now on file and can be viewed at <http://planroom.drexeltech.com>. Specifications can be downloaded or ordered from this site for the fee listed online. Drexel Technologies, 135A Weldon Parkway, Maryland Heights, MO, 63043, phone 314.872.0900.

The successful bidder and contractor will be furnished, without cost, not more than three (3) sets of plans and specifications for the project. If more are requested, additional sets will be furnished at a nominal charge. Any plans and specifications required for permits by a municipality or other public agency will be furnished by the City.

A mandatory pre-bid meeting will be held onsite at 1 Lockhaven Court on January 24, 2020 at 9:00 AM. All contractors who wish to submit a bid must attend the pre-bid meeting.

Any questions should be directed to Matt Kuelker, Sr. Project Manager, (636) 695-4221.

**Return three (3) copies of the bid to:**

ATTN: City Clerk  
City of Lake Saint Louis  
200 Civic Center Drive  
Lake Saint Louis, Missouri 63367

INFORMATION FOR BIDDERS  
LOCKHAVEN COURT STORMWATER IMPROVEMENT PROJECT  
BID NO. 01-20  
LAKE SAINT LOUIS, MISSOURI

1. BID GUARANTY:

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Lake Saint Louis, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if his bid is accepted.

2. OPENING OF BIDS:

All bids will be opened publicly and read aloud at the place designated and at the time set in the Advertisement for Bids. The right to reject any or all bids and to waive defects or technicalities in bids is reserved. Collusion between bidders is sufficient cause to disqualify all bidders so involved.

3. RETURN OF BIDDER'S DEPOSITS:

The bid guaranty, whether check or bid bond, of the low bidder will be retained until the contract has been executed by the successful bidder, all insurance requirements met and satisfactory contract bond furnished. The check of the low bidder will then be returned. The bid guaranty of the second low bidder will be returned when the City has determined that the award will not be made to that firm. If errors or irregularities appear in the bid of either of the two apparent low bidders which create doubt as to the status of such bid, the bid guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, the checks of the other bidders will be returned. Any bid bond furnished as a bid guaranty will be returned only upon the request of the bidder furnishing it. If an award is not made, all checks will be returned to the bidders.

4. FORM OF PROPOSAL:

All bids must be made on the forms found on pages IB-16 through IB-20. The required documents for the bid include the Bid Form Proposal, Bid Sheet, Subcontractor Utilization Form, and Non-Collusion Affidavit. Failure to provide all the required documents as part of the bid submission shall result in a non-responsive bid ineligible for award consideration. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineations, or otherwise the bid proposal will be voided.

Bids must be properly signed in ink by the bidder, or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of member thereof. When made by a

corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to bind it in the matter and with proof of his authority. When filed, **THREE COPIES** of the bid with the accompanying bid security must be enclosed together in a sealed envelope, clearly marked on the outside with the bid number and project name, addressed to **ATTN: City Clerk, 200 Civic Center Drive, Lake Saint, Missouri**. The bidder shall designate on the bid blank his official address to which all communications can be mailed. No facsimiles will be accepted.

5. BASIS OF AWARD:

Bids will be compared by the extension and summation of the unit prices submitted in the proposal. The quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. The quantities are not necessarily exact.

The City will award the contract to the lowest responsible bidder. In determining "lowest responsible bidder," in addition to price, the City shall consider: the ability, capacity or skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; the quality, availability of the supplies, or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject to the contract; and the number and scope of conditions attached to the bid.

6. AWARD OF CONTRACT:

The City will award the contract within a period not exceeding sixty (60) days after the date of opening the bids, or else will reject all bids. The City reserves the right to require the successful bidder to file proof by the contract of their successful completion of similar projects.

7. EXECUTION OF CONTRACT:

The bidder to whom the contract has been awarded shall sign the contract and performance bond and return them to the City within seven (7) days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within seven (7) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid guaranty to the City.

8. PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance and payment of this contract and the guarantee of the work

9. RIGHT RESERVED TO REJECT BIDS:

The City reserves the right to reject any or all bids.

10. COMPLETION TIME:

The Contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work, and shall complete all work within the number of days detailed in the Contract Agreement after the expiration date of such seven (7) day period. Progress and completion of work and damage if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

11. SURVEYS, PERMITS AND REGULATIONS:

The contractor shall make all surveys including all required construction staking unless otherwise provided. Any property corners disturbed by the construction activities shall be replaced at the contractor's cost. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting them or their employees or their work hereunder in their relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract. If the contractor observes that the drawings and specifications are at variance with laws and regulations, they shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the Engineer, they shall bear all costs arising therefrom.

**See Section 2.2.15 of the General Conditions.**

12. NO OTHER INTERESTED PARTIES:

The contractor declares that the only persons interested in this contract as principals are therein named as such; that no official of the municipality and no person acting for or employed by the municipality is directly or indirectly interested in this bid, or in any contract which may be made under it, or in any expected emolument, or profit to arise therefrom; that their bid and their contract are made in good faith, without fraud, collusion or connection with any other person bidding for the same work.

13. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

14. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer, or agent of the owner is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered, and the contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the owner either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the contractor has informed themselves fully as to the conditions relating to construction and labor under which the work will be performed, and agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

15. CONDITIONS IN BIDDER'S PROPOSAL:

The bidder shall not stipulate in their proposals any conditions not contained in the form of proposal contained in the contract documents.

16. TAXES:

Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. This project is exempt from all sales taxes for construction materials and suppliers used directly in fulfilling contract requirements. Sales tax shall not be included into the unit costs for this project. The contractor shall follow the regulation as outlined in Missouri 12 CSR 10-3.388 Construction Materials.

The City will issue the contractor a tax exemption letter and a project exemption certificate. These documents are to be given to the applicable suppliers and used only for the project identified and will expire on the date indicated unless otherwise renewed by the City.

17. RIGHTS-OF-WAY:

The City will provide all rights-of-way upon which work is to be done.

18. INSURANCE:

The successful bidder must provide three (3) properly executed certificates of insurance and three (3) copies of the performance and payment bonds filled out on the City's performance bond form, prior to the signing of the contract with the City.

Liability Insurance: The Contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the contractor or sub-contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the contractor or subcontractor, their employees, agents or assigns.

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the Workmens' Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
  - 1) Injury or death of one person . . . . . \$1,000,000
  - 2) Injury to more than one person in a single accident . . . . . \$3,000,000
  - 3) Property damage . . . . . \$1,000,000
  
- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
  - 1) Injury or death of one person . . . . . \$1,000,000
  - 2) Injury to more than one person in a single accident . . . . . \$3,000,000
  - 3) Property damage . . . . . \$1,000,000

Endorsements of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.

- 1) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.

The insurance evidenced by this certificate expressly includes personal injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.

- 2) A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.

The City must be listed on all Certificates of Insurance as additional insured.

- 3) A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

19. CONTRACTOR'S WORK SCHEDULE:

The contractor shall submit a preliminary work schedule for the Engineer's approval prior to initiation of construction. This schedule must show that steady uninterrupted progress is planned for the improvements and that minimum disruption of local traffic will take place. This schedule shall be updated monthly through the length of the project.

20. PRICE TO BE WRITTEN:

If space is provided on the bid form, all prices shall be written in words, as well as expressed in figures, where space is provided. In case of a discrepancy between the prices written in words and prices written in figures, the prices written in words will be used.

21. COMPLIANCE:

The successful bidder will be required to comply with the Missouri Division of Labor Standards, General Wage Order Rate, and is made a part of this specification.

The successful bidder shall comply with requirements of Section 290.550 to 209.580 RSMo (2000), conclusive, when applicable (commonly referred to as Excessive Unemployment).

In accordance with the Missouri Division of Labor Standards, the contractor shall forfeit a penalty of \$100 per day to the City of Lake Saint Louis if a worker is paid less than the

prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo).

In connection with the furnishing of supplies or performance of work under the contract, the Project Consultant agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The contractor and all subcontractors shall agree to the following:

- Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.
- Not to discriminate against any applicant for employment or employee on the basis of age.

22. TRAFFIC CONTROL / SIGNAGE:

The contractor shall supply the required signage and barricades to give proper warning of this work. The type and amount of signage shall, at a minimum, be as indicated on the drawings, specified or as directed by the Traffic Technician or Engineer. All signage shall be in conformance with the Manual on Uniform Traffic Control Devices. Any obstruction left in or upon the street or sidewalk between one hour after sunset to one hour before sunrise shall have a lighted barricade(s) attached to or placed with it. Detour routes and signage must be well marked and approved by the engineer prior to posting. All signage and traffic control is at the contractor's expense unless specifically listed as a pay item.

23. CITY WILL FURNISH:

The City will furnish the engineered plans for the project if applicable. The contractor is responsible for all construction staking unless otherwise provided.

24. CONSTRUCTION COSTS:

All units of construction necessary for the completion of the project shall be performed at no additional costs for the City unless specifically listed as a pay item.

25. UTILITIES:

The Contractor will be required to have all utilities located. Damage to existing utilities due to neglect of the contractor shall be repaired at the contractor's expense.

26. STORM SEWER CONSTRUCTION:

This work shall consist of constructing all storm drainage facilities to the lines, grades, thicknesses and typical cross-sections shown on the plans or established by the Engineer.

All work and materials shall conform to the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, 2009 Edition, and the project specific additions and modifications. All storm sewer pipe shall be minimum of Class III Wall "B" reinforced concrete pipe with rubber "O" ring joints or as shown on the plans as an alternate bid.

All manholes within the limits of the construction shall be adjusted to grade as necessary. Adjustment of manholes outside the limits of the new paving shall not be performed until approved by the City. Existing manholes within the limits of the new pavement shall be adjusted to the new grade by the Contractor prior to any paving work. All covers on all structures shall be cast iron.

It shall be the Contractor's responsibility to perform all necessary inspections and make measurements of the existing drainage structures and to base his bid on the adjusted items accordingly.

Connecting existing sewer pipes to new structures will be considered incidental to the sewer construction. No direct payment will be made for these items of work.

Payment for inlet and junction chamber construction and reconstruction, complete including all materials, equipment, labor, and incidental expenses shall be completely covered by the unit priced bid per each.

27. SAFETY:

The contractor is responsible for all job site safety and shall follow all governmental rules and regulations particularly those of the Occupational Safety and Health Administration (OSHA).

28. AS-BUILT PLANS:

As-built plans are not required for this project.

29. GOVERNING CONSTRUCTION STANDARDS:

Unless specifically noted otherwise within these Contract Documents, the following construction standards shall be used for and govern the work on this project:

**Storm Sewage Facilities:** Standard Construction Specifications for Sewers and Drainage Facilities@, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD).

**Sanitary Sewage Facilities:** SEWER SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District#2.

**Roadway Construction:** Divisions 200, 300, 400, 500, 600, 700, 800, 900 and 1000 St. Louis County Standard Specifications for Highway Construction, 2007 edition or latest version thereof by the St. Louis County Department of Highways and Traffic.

**Waterline Facilities:** WATER DISTRIBUTION SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District #2.

The above noted documents are to be used as construction standards only. Contract language and specifications shall not be modified by these documents. Any part of the Contract or Contract Documents for this project shall take precedence over any contradictory language within the above noted documents.

30. ROADWAY LIGHTING:

Not Applicable.

31. TREATED SUBGRADE:

Lime or Fly Ash treated subgrade may be used as part of this contract if included as a separate bid item or if it is listed as incidental to base repair, replacement, or stabilization. This work shall be in accordance with City Standards.

32. POSTAL DELIVERIES:

The contractor is to make arrangements with the US Post Office to allow for delivery of the mail during the project. The contractor is to provide temporary mailboxes and reset or replace any existing mailboxes disturbed by the construction. This item shall be incidental and the contractor will not receive any direct payment for this item.

33. TRASH COLLECTION:

The contractor is to provide trash collection services if the construction activities prohibit regular collection services. This item shall be incidental and the contractor will not receive any direct payment for this item.

34. INGRESS/EGRESS ACCESS:

The contractor shall provide ingress/egress access to all properties at all times. All temporary roadways and driveways required on the project shall be incidental to the contract (unless otherwise provided) and no additional payment will be made for these items. If temporary pavement is to be used for more than 3 weeks or it will provide access to 4 or more properties, the pavement type shall be hot mix asphalt.

35. GROUND RESTORATION:

Unless otherwise provided, all disturbed areas within r/w or within established lawns shall be restored using sod following City Standards. A separate bid item shall be established for sodded areas.

36. E-VERIFY REQUIREMENT (HOUSE BILL 1549)

Work Authorization Affidavit: House Bill # 1549 contains Federal requirements prohibiting employment of unauthorized aliens and went into effect on January 1, 2009. Bidders must sign the E-verify Affidavit and provide documentation of participation in a federal work authorization program, such as E-Verify. E-Verify, <http://www.dhs.gov/everify>, is a Free internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor. The Affidavit provided must be turned in with the bids, along with documentation of participation on a federal work authorization program.

37. SAFETY TRAINING:

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10 hour

Occupational Safety and Health Instruction and safety program within 60 days of the beginning of the work. A penalty of \$2,500 plus \$100 for each worker per day without documentation will be forfeited to the City.

38. NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 37 above.

b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 37 b and c above have elapsed.

c. Violations of Section 37 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in this Section shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

39. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Bidders must sign the E-verify Affidavit and provide documentation of participation in a federal work authorization program, such as E-Verify. E-Verify, <http://www.dhs.gov/everify>, is a Free internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor. The Affidavit provided must be

turned in with the bids, along with documentation of participation on a federal work authorization program.

40. REQUEST FOR INFORMATION OR CLARIFICATION:

Any request for information or clarification deemed necessary by any respondent to present a proper proposal shall be submitted in writing to City Clerk, 200 Civic Center Drive, Lake Saint Louis, MO 63367, referencing this bid number: 01-20. The request for information or clarification shall be submitted no less than a minimum of ten calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

41. ADDENDA:

All changes, additions, and/or clarifications connected with this proposal will be issued by the City through a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding.

42. LATE PROPOSALS:

Proposals received after the date and hour of the proposal opening shall not be considered.

43. MISTAKES IN PROPOSALS:

If the respondent discovers a mistake in the proposal prior to the date and hour of the proposal opening, he or she may correct the mistake by modifying the proposal in a sealed envelope marked "Revised Proposal" or send the City Clerk a letter to withdraw the proposal. In this case, the modification or withdrawal must reach the City Clerk's office prior to the bid opening.

A mistake in the proposal cannot be considered once a contract is issued.

44. NEGOTIATION:

City staff reserves the right to negotiate any and all elements of this proposal.

45. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.

46. GRATUITIES ILLEGAL TO ANY EMPLOYEE:

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

47. GRATUITIES ILLEGAL IN SUBCONTRACTING:

It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## SUMMARY OF REQUIRED SUBMITTALS

### Submittals by Contractor:

#### Prior to Construction

- |  |                  |
|--|------------------|
| • Bid Guaranty (p. IB-1)   | Submitted: _____ |
| • Contract Agreement   | Submitted: _____ |
| • Performance Bond (p. IB-3 and 2.7.04)  | Submitted: _____ |
| • Payment Bond (p. IB-3)   | Submitted: _____ |
| • Certificate of Insurance (p. IB-5, 2.7.01, 2.7.02, and 2.7.03)                 | Submitted: _____ |
| • Preliminary Work Schedule (p. IB-7 and 2.5.03)                                 | Submitted: _____ |
| • List of Desired Substitutions - Materials and Equipment<br>(2.2.13 and 2.2.14) | Submitted: _____ |
| • Everify Affidavit (EA-1, EA-2)   | Submitted: _____ |
| • List of Subcontractors (2.3.18)  | Submitted: _____ |

#### During Construction

- Requests for Payment (AIA Format - 2.6.02, 2.6.21 and p. CA-2)
- Payroll Records (p. CA-2)
- Product Information on Material Used
- Samples and Results of Tests (2.2.11 and 2.6.15)
- Shop Drawings (2.2.12)

#### Prior to Final Payment

- |   |                             |
|---|-----------------------------|
| • Payroll Records (p. CA-2)   | Submitted: _____            |
| • Waiver of Liens (2.6.16)  | Submitted: _____            |
| • Written Notice that work is ready for Final Inspection<br>(p. CA-3) | Submitted: _____            |
| <del>• As Built Plans (p. IB-8 and 2.2.16)</del>                      | <del>Submitted: _____</del> |
| • Product Information on Material Used                                | Submitted: _____            |
| • Written Warranty (2.4.09 and CA-3)                                  | Submitted: _____            |
| • Sworn Affidavit that all bills have been paid (CA-3)                | Submitted: _____            |

### Submittals by Engineer:

- |   |                             |
|---|-----------------------------|
| • Tax Exemption Certificate (p. IB-5)               | Submitted: _____            |
| • Notice to Proceed (p. CA-1)                       | Submitted: _____            |
| • Shop Drawings to City (2.2.12)                    | Submitted: _____            |
| • Final Certificate that Work is Complete (p. CA-3) | Submitted: _____            |
| <del>• As-Built Drawings to City</del>              | <del>Submitted: _____</del> |

**BID FORM PROPOSAL**

BID TIME 12:00 pm

BID DATE 2/6/2020

**TO: THE CITY OF LAKE SAINT LOUIS**

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda 1 through 2, for the City of Lake Saint Louis **Lockhaven Court Stormwater Improvement Project** and being familiar with the local conditions affecting the work, hereby proposed to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

  
(Signature)

LESTER LAMKE  
(Print Name)

LAMKE TRENCHING & EXCAVATING, INC  
(Company Name)

16323 CONCORD Hill RD.  
MARTHA SVILLE, MO 63357  
(Address)

636-932-4649  
(Telephone Number)

(Seal – if bid by Corporation)



41. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Sanitary Sewer System Improvements-Contract A  
Owner: City of Elsberry  
Architect/Engineer: MECO Engineering 573-221-4048 / J. Brian Martin  
Type of Work: 7000' of 8" & 12" sewer line and 2 lift stations  
Value of Contract: \$2,400,000.00  
Start Date: December, 2016  
Completion Date: July, 2017

42. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Fox Point Lift Station  
Owner: Duckett Creek Sanitary District – Todd Rasche 636-941-1244  
Architect/Engineer: Bax Engineering Company, Inc.  
Type of Work: lift station  
Value of Contract: \$277,627.80  
Start Date: January, 2017  
Completion Date: June, 2017

43. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Droste Road Improvements  
Owner: City of St. Charles, Missouri  
Architect/Engineer: City of St. Charles / Tim Rohrbacker  
Type of Work: storm sewer, sanitary sewer and water main  
Value of Contract: \$1,500,000.00  
Start Date: June, 2017  
Completion Date: December, 2017

44. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Lakewood Lift Station Improvements  
Owner: PWSD #2 of St. Charles County / 636-561-3731  
Architect/Engineer: Hanson Professional Services, Maryland Heights, MO  
Type of Work: Lift station and piping  
Value of Contract: \$2,300,000.00  
Start Date: January, 2018  
Completion Date: July, 2018

45. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Lake Sherwood-Sugar Hollow  
Owner: Lake Sherwood Estates Owners Association  
Architect/Engineer: unknown  
Type of Work: removed and replaced sanitary sewer lines  
Value of Contract: \$282,427.00  
Start Date: January, 2019  
Completion Date: June, 2019

46. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Basin 17 Sanitary Sewer Relief Basin  
Owner: City of Jefferson  
Architect/Engineer: David Bange-City of Jefferson  
Type of Work: Sanitary Sewer  
Value of Contract: \$950,000.00  
Start Date: February, 2019  
Completion Date: July, 2019

47. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Henke Rd Force Main Upgrade  
Owner: PWSD #2 of St. Charles Co.  
Architect/Engineer: unknown  
Type of Work: 3230' of sanitary force main  
Value of Contract: \$2,400,000.00  
Start Date: March, 2019  
Completion Date: October, 2019

11/18/19

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**SUBCONTRACTOR UTILIZATION FORM**

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: LAMKE TRENCHING & EXCAVATING, INC
2. Address Bidder: 16323 CONCORD HILL RD.  
MARTHASVILLE, MO 63357      636-932-4649  
City                                  State   Zip      Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Type of Work</u>	<u>\$ Value of Subcontractor</u>
<u>ALLEN'S TREE SERVICE WENTZVILLE, MO</u>	<u>TREE REMOVAL</u>	<u>1,500.00</u>
<u>R.C. STORMWATER, TRUXTON, MO</u>	<u>SOP</u>	<u>3,000.00</u>
_____	_____	_____
_____	_____	_____

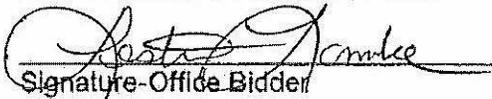
- |                     |                  |
|---------------------|------------------|
| A. Total of Above   | <u>4,500.00</u>  |
| B. Total Bid Amount | <u>65,490.00</u> |

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 7%

The General Contractor shall perform 51% of the contract with his own company.

LESTER LAMKE - PRESIDENT

Name-Authorized Officer of Bidder

  
Signature-Office Bidder

2/6/2020  
Date

The City of Lake Saint Louis, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

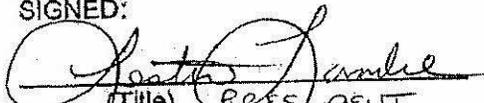
**NON-COLLUSION AFFIDAVIT**

STATE OF MISSOURI

COUNTY OF WARREN

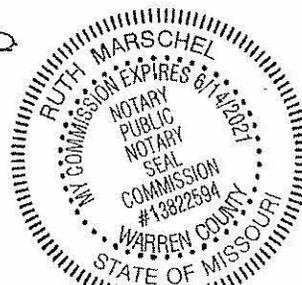
LESTER LAMKE, being first duly sworn, deposes and says that he is PRESIDENT \*(sole owner, partner, president, secretary, etc.) of LAMKE TRENCHING & EXCAVATING, INC the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract, that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

  
(Title) PRESIDENT

Subscribed and sworn to before me this 6th day of FEB, 2020  
Seal of Notary

  
Notary Public



\* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

### INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ secretary of the corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

AN ORDINANCE TO AWARD A CONTRACT TO LAMKE TRENCHING AND EXCAVATING FOR THE CADILLAC COURT STORMWATER IMPROVEMENT PROJECT FOR THE CITY OF LAKE SAINT LOUIS, MISSOURI, AND AUTHORIZE THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY.

WHEREAS, The City of Lake Saint Louis did seek sealed bids (Bid No. 02-20) for the Cadillac Court Stormwater Improvement Project for the City of Lake Saint Louis; and

WHEREAS, the City Clerk received bids, the results were tabulated and reviewed by City Staff; and

WHEREAS, City Staff have submitted their recommendation to the Board of Aldermen to award a contract for the Cadillac Court Stormwater Improvement Project to Lamke Trenching and Excavating.

Be it ordained by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

SECTION 1. The Board of Aldermen hereby authorizes the Mayor and/or City Administrator to award Bid No. 02-20 contract to Lamke Trenching and Excavating for the Cadillac Court Stormwater Improvement Project in the amount of \$32,534.50 and further authorizes change orders in an additional amount not to exceed \$3,000.00 or a total authorized maximum expenditure in the amount of \$35,534.50 as outlined in the contract, marked Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Safety Training Requirements:

- A. The Project approved by this Ordinance is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.
- B. The request for bids for this Project shall specify the requirements of Section 292.675, RSMo.

C. The contract awarded for this Project shall specify the requirements of Section 292.675, RSMo, and shall include a notice of the penalties for a contractor's failure to comply with that statute.

SECTION 3. Lamke Trenching and Excavating shall sign an affidavit in accordance with Missouri State Statutes that says Lamke Trenching and Excavating does not knowingly employ any person who is an unauthorized alien in connection with this Agreement. The affidavit also verifies that Lamke Trenching and Excavating has enrolled in the Department of Homeland Security and the Social Security Administration's E-Verify Program.

SECTION 4. Lamke Trenching and Excavating shall comply in all respects with provisions as set forth by current standards of the Missouri Division of Labor, including, but not limited to, the following:

Missouri Prevailing Wage Law 292.210 through 290.340 RSMO, contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof) applicable to St. Charles County.

SECTION 5. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to take such further action and execute such documents, certificates and instruments as may be necessary to carry out and comply with the intent of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney

**CADILLAC COURT STORMWATER IMPROVEMENT PROJECT  
CONTRACT BETWEEN  
CITY OF LAKE SAINT LOUIS  
AND  
LAMKE TRENCHING & EXCAVATING, INC.**

This agreement, made the \_\_\_\_ day of \_\_\_\_\_, 2020, and between LAMKE TRENCHING & EXCAVATING, INC. (CONTRACTOR), Party of the First Part, hereinafter called the "Contractor", and CITY OF LAKE SAINT LOUIS, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

WITNESSETH: That the Owner and the Contractor for the consideration hereinafter named agree as follows:

**ARTICLE 1 – SCOPE OF WORK**

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled **CADILLAC COURT STORMWATER IMPROVEMENT PROJECT, Bid No 02-20**, prepared by the City of Lake Saint Louis, 200 Civic Center Drive, Lake Saint Louis, Missouri.

The Work to be done under this Contract consists of constructing and completing all work described in the proposal, attached.

**ARTICLE 2 – TIME OF COMPLETION**

The contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work and shall complete all work within 45 calendar days after the expiration date of such seven (7) day period.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner, a sum equal to FOUR HUNDRED DOLLARS (\$400.00) per calendar day. Those damages shall be used to pay the expenses of the inspectors and the services of the Engineer and City for the extra time required for the completion of the work and for the delays or damages to the traveling public affected by the project. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

### ARTICLE 3 – THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract a sum not-to-exceed Thirty Two Thousand Five Hundred Thirty Four Dollars and Fifty Cents, (\$32,534.50) for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

### ARTICLE 4 – PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided therein as follows:

At the end of each calendar month, and no later than the fifth day of the next month, the Contractor shall certify and submit to the Engineer, an estimate of the amount and fair value of the work done, as a basis for partial payments therefore. **Such applications shall be submitted on standard AIA Document G702 or by invoice on a form approved by the City.** When the satisfactory progress has been completed during the previous month, the Engineer will issue a certificate that such work has been completed and the value thereof and the City will then issue a voucher to the Contractor in the amount of ninety-five (95) percent of the value of the work completed as certified, less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents. The five (5) percent (retainage) which is deducted each month is reserved by the City as partial guaranty of the faithful execution of the Contract by the Contractor. Ninety-eight (98) percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law will be paid to the Contractor upon substantial completion of the work. The remaining retainage will be paid to the Contractor upon final completion of the work.

It is understood and agreed that no partial payment shall be made to the Contractor until the Contractor shall furnish to the Engineer either the original or a duly certified copy of his and each of his subcontractor's payrolls and satisfactory proof of payment of, or satisfactory release thereof of all bills for services, materials, tools, supplies, and subcontractors.

As a consideration for such payment of ninety-five (95) percent, the City shall have the right to enter upon and put into proper service, any or all parts of the work which may be in condition for use. No claim or charge is to be made by the Contractor for such use, nor is such use to be construed as an acceptance by the City of any part of the work so used.

It is be recognized and accepted by all parties that "As Built" drawings if required by the contract are due prior to certification of substantial completion. No retainage will be paid prior to the submittal and approval of "As Built" drawings required by the contract documents.

## **ARTICLE 5 – ACCEPTANCE AND FINAL PAYMENT**

Upon satisfactory completion of the work as determined by final inspection, and when the final estimate has been prepared the Contractor will submit to the City a final certificate stating that the work has been completed, under the terms and conditions of the contract, and the amount, based on the final estimate, remaining due the Contractor and submitted to the City. The Engineer shall issue concurrence of final completion or notice to the contractor and written explanation of deficiencies within fourteen calendar days. Upon issuance of concurrence by the Engineer, the City will then accept the work as fully completed and will, not later than thirty (30) days after submittal of Final certificate pay the Contractor the entire sum so found due thereunder after deduction of all previous payments and all percentages and amounts to be kept and retained under provisions of this Contract; provided however, and it is understood and agreed, that as a precedent to receiving final payment, the Contractor shall submit to the City a sworn affidavit that all bills for labor, service, materials, and subcontractors have been paid and that there are no suits pending in connection with the work done or labor and materials furnished under the Contract. All prior certificates and estimates, being approximate only, are subject to correction in the final estimate and payment.

## **ARTICLE 6 – OWNERS RIGHT TO WITHHOLD PAYMENT**

Nothing in this contract shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

## **ARTICLE 7 – THE CONTRACT DOCUMENTS**

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

## **ARTICLE 8 – COVENANT AGAINST CONTINGENT FEES**

CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent

upon or resulting from the award or making of this contract except as expressly listed in the proposal. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee for which the City may be liable, plus reasonable attorney's fee reimbursement for any legal fees incurred in connection therewith.

#### **ARTICLE 9 – SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the CITY. The subletting of the work shall in no way relieve CONTRACTOR of his primary responsibility for the quality and performance of the work.

#### **ARTICLE 10 – DECISIONS UNDER THIS CONTRACT**

The CITY will reasonably determine the acceptability of work performed under this contract, and will reasonably decide all questions which may arise concerning the project. The CITY'S decisions shall be final and conclusive.

#### **ARTICLE 11 – SUCCESSORS AND ASSIGNS**

The CITY and CONTRACTOR agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE 12 – COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964 and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE 13 – RESPONSIBILITY FOR CLAIMS AND LIABILITY**

CONTRACTOR agrees to save harmless the CITY from all claims and liabilities due to its negligent acts or the negligent acts of its employees, agents or subcontractors.

#### **ARTICLE 14 – NONDISCRIMINATION**

CONTRACTOR , with regard to the work performed by it after award and prior to the completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors. CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract,

including procurement of material or equipment, each potential subcontract or supplier shall be notified by CONTRACTOR 'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

#### **ARTICLE 15 – GENERAL CONSIDERATIONS**

- A. The City of Lake Saint Louis expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.
- B. Insurance: CONTRACTOR shall secure and maintain such insurance as will protect it from claims under the Worker's Compensation Acts, and insurance from claims for bodily injury, death, or property damage which may arise from the performance of it services under this agreement. Such insurance shall include provision to indemnify, hold harmless and defend the CITY from and against any and all liability for loss, damage or expense which the CITY may suffer or for which the CITY may be held liable by reason of any injury (including death) or damage to property arising out of negligence on the part of CONTRACTOR or any of its representatives or employees in the execution of the work to be performed.

#### **ARTICLE 16 – PREVAILING WAGES**

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the **Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof)** applicable to St. Charles County. The latest version of the wage rates can be accessed at: [http://apps.labor.mo.gov/DLS/PrevailingWage/AWO/26\\_WO092.pdf](http://apps.labor.mo.gov/DLS/PrevailingWage/AWO/26_WO092.pdf). Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

In accordance with the Missouri Division of Labor Standards, all workers performing work under this contract must be paid not less than prevailing wage for work performed under this contract (see section 290.250, RSMo).

In accordance with the Missouri Division Labor of Standards, the contractor shall forfeit a penalty of \$100 per day to the City of Lake Saint Louis if a worker is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo).

#### **ARTICLE 17 – THE CONTRACT DOCUMENTS**

The information for and instruction to bidders, the proposal, the bond, the general conditions of the contract, the specifications, and the drawings, together with the agreement, form the contract and they are as fully a part of this contract as if thereto attached or repeated.

**ARTICLE 18 – SAFETY TRAINING**

- a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.
- c. Contractor acknowledges and agrees that any of Contractor’s employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.
- d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10 hour

**ARTICLE 19 –  
NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING**

- a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Article 18 above.
- b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Article 18 b and c above have elapsed.
- c. Violations of Article 18 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.
- d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in this Section shall be assessed; the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

## **ARTICLE 20 – AUTHORIZED EMPLOYEES**

Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States.

IN WITNESS WHEREOF, the parties have hereto executed this agreement the date of the year first above written.

CITY OF LAKE SAINT LOUIS, MISSOURI

\_\_\_\_\_  
By: Mayor Date

Attest:

\_\_\_\_\_  
City Clerk Date

**LAMKE TRENCHING & EXCAVATING, INC.**

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

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation and the work program contemplated thereby, and that there is a sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

\_\_\_\_\_  
Director of Finance Date

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A CORPORATION

STATE OF MISSOURI            )  
  )  
COUNTY OF                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that he is the President (other officer or agent), of \_\_\_\_\_ Corporation, a corporation of the State of \_\_\_\_\_, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

ACKNOWLEDGMENT WHERE THE CONTRACTOR  
IS A PARTNERSHIP

STATE OF MISSOURI     )  
  )  
COUNTY OF             )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me appeared  
\_\_\_\_\_, to me personally know, who  
being by me duly sworn did say he (she) is a member of the partnership of  
\_\_\_\_\_, and that as such  
partner he (she) has authority to execute the foregoing instrument on behalf of said partnership,  
ad acknowledge that he (she) executed the same as his (her) free act and deed and as the free act  
and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my and affixed my official seal and day and  
year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, the undersigned, (hereinafter called the "Principal"), an \*individual, partnership, or corporation, duly authorized by law to do business as a construction contractor in and \_\_\_\_\_ (hereinafter called the "Surety"), a corporation duly authorized to do a surety business under the laws of the State of Missouri, are held and firmly bound unto (hereinafter called the "Obligee"), in the penal sum of ( \$ \_\_\_\_\_ ) dollars lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that whereas on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the said Principal entered into a written agreement, which agreement is hereby made a part hereof, with said Obligee for the construction of \_\_\_\_\_ located at \_\_\_\_\_.

Now, therefore, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall as soon as the work contemplated by said Contract is completed, pay to the proper parties all amount due for material, lubricants, oil, gasoline, grain, hay, food, coal, and coke, repairs on machinery, groceries and foodstuff, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums, both compensation and all other kinds of insurance, on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation to be void, otherwise to remain in full force and effect, and may be sued on for his use and benefit by any person furnishing materials or performing labor, either as an individual, or as a subcontractor for any contractor in the name of said Obligee.

\*Mark out the inapplicable designation

The said Surety for the value received, hereby stipulates and agrees that no charge, extensions of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or addition to the terms of the agreement or the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
(Seal)

### **E-VERIFY AFFIDAVIT**

The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as "Contractor"): \_\_\_\_\_.
1. I am the \_\_\_\_\_ for Contactor and I have personal knowledge of the facts stated herein.
2. On or about \_\_\_\_\_, Contactor entered into a contract with the City of Lake Saint Louis ("Lake Saint Louis"), for the provision of \_\_\_\_\_, as more fully described in \_\_\_\_\_ (hereinafter referred to as "Contract").
3. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.
4. On or about \_\_\_\_\_, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security ("DHS") and the Social Security Administration ("SSA"), as referred to in the Revised Statutes of the State of Missouri, § 285.530.
5. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the "Memorandum of Understanding"), Contractor is obligated to verify each employee hired after \_\_\_\_\_ (hereinafter referred to as the "Enrollment Date"), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.
6. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Lake Saint Louis with supporting documentation regarding all employecs hired after the Enrollment Date who are working in connection with the Contract.
7. Contractor affirms that if it is determined that an employecc is not eligible to work on the Contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.
8. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the Contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

STATE OF MISSOURI        )  
  ) SS.  
CITY OF                            )

On this \_\_ day of \_\_\_\_\_ in the year 20 \_\_, before me, \_\_\_\_\_, a  
Notary Public in and for said State, personally appeared \_\_\_\_\_,  
known to me to be the person who executed the within Affidavit, and acknowledged to me that \_  
\_\_\_\_\_ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the \_  
\_\_\_\_\_ and State aforesaid, the day and year first above  
written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## **GENERAL CONDITIONS OF THE CONTRACT**

### **SECTION 2.1 DEFINITIONS**

2.1.01. **CONTRACT DOCUMENTS:** The Contract comprises of the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

a) Legal and Procedural Documents

1. Advertisement
2. Information for Bidders
3. Proposal
4. Bid Guaranty
5. Contract
6. Performance Bond

b) Special Provisions

c) General Conditions of the Contract

d) Detailed Specification Requirements

e) Drawings

2.1.02 **ENGINEER** is the City of Lake Saint Louis Public Works Department.

2.1.03 **OWNER** is the City of Lake Saint Louis, Missouri.

2.1.04 **SUB-CONTRACTOR** is any person, firm or corporation with a direct contract with the contractor who acts for or in behalf of the contractor in executing any part of the contract, but does not include one who merely furnishes material.

2.1.05 **CONTRACTOR** is the contractor named in the contract documents.

2.1.06 **PROPOSAL:** The offer of a bidder to perform the work described by the contract documents when made out and submitted on the prescribed proposal form, properly signed and guaranteed.

2.1.07 **BID GUARANTY:** The cashier's check or bidder's bond accompanying the proposal submitted by the bidder, as a guaranty that the bidder will enter into a contract with the owner for the construction of the work, if the contract is awarded to them.

- 2.1.08 CONTRACT is the agreement covering the performance of the work described in the contract documents including all supplemental agreements thereto and all general and special provisions pertaining to the work or material therefore.
- 2.1.09 PERFORMANCE BOND is the approved form of security furnished by the contractor and their surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 2.1.10 SURETY is the person, firm or corporation who executes the contractor's performance bond.
- 2.1.11 SPECIFICATIONS shall mean the legal and procedural documents, general conditions of the contract, together with the modifications thereof, and the detailed specification requirements, with all addenda thereto.
- 2.1.12 DRAWINGS are those listed in the index to specifications and drawings with all addenda thereto.
- 2.1.13 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to those who serve the notice.
- a) Change of Address: It shall be the duty of each party to advise the other parties to the contract as to any change in their business address until completion of the contract.
- 2.1.14 ACT OF GOD means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the contractor for damages to the work resulting therefrom.
- 2.1.15 WORKING DAY: A working day is defined as any day when, in the opinion of the Engineer, soil and weather conditions are such as would permit any major operation of the project for six hours or over unless other unavoidable conditions prevent the contractor's operators. If conditions are such as to stop work in less than six hours, the day will not be counted as a working day. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days.
- 2.1.16 MINIMUM WAGE RATES: The Contractor shall be required to comply with the Requirements of the "Wage Scale Determinations" as provided.

## **SECTION 2.2 DRAWINGS, SPECIFICATIONS AND RELATED DATA**

- 2.2.01 INTENT OF DRAWINGS AND SPECIFICATIONS: The intent of the drawings and specifications is that the contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The contractor shall do all the work shown on the drawings and described in

the specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvements, ready for use, occupancy and operation by the owner.

- 2.2.02 CONFLICT: If there be conflicting variance between the drawings and the specifications, the provisions of the specifications shall control. In case of conflict between the general conditions of the contract or any modifications thereof and the detailed specification requirements, the detailed specification requirements shall control.
- 2.2.03 DISCREPANCIES IN DRAWINGS: Any discrepancies found between the drawings and specifications and site conditions or any errors or omissions in the drawings or specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the contractor after their discovery of such discrepancies, errors or omissions shall be done at the contractor's risk.
- 2.2.04 ADEQUACY OF DRAWINGS AND SPECIFICATIONS: Responsibility for adequacy of the design and for sufficiency of the drawings and specifications shall be borne by the engineer. The complete requirements of the work to be performed under the contract shall be set forth in drawings and specifications to be supplied by the owner through the Engineer or by the Engineer as representative of the owner. Drawings and specifications furnished shall be in accordance with the contract documents and shall be true and accurate developments thereof.
- 2.2.05 ADDITIONAL INSTRUCTIONS: Further instructions may be issued by the Engineer during the program of the work by means of drawing or otherwise to make more clear or specific the drawings and specifications or as may be necessary to explain or illustrate changes in the work to be done.
- 2.2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED: Except as provided for otherwise, all required copies of drawings and specifications necessary for the execution of the work shall be furnished to the contractor without charge.
- 2.2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE: One complete set of all drawings and specifications shall be maintained at the job site and shall be available to the Engineer at all times.
- 2.2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS: All original or duplicated drawings and specifications and other data prepared by the Engineer shall remain the property of the Engineer and they shall not be reused on other work, but shall be returned to them upon completion of the work.
- 2.2.09 DIMENSIONS: Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the contractor is affected by finish dimensions, these shall be determined by the contractor at the site, and they shall assume the responsibility therefore.

- 2.2.10 MODELS: All models prepared for this work shall become the property of the owner at the completion of the work.
- 2.2.11 SAMPLES: All samples called for in the specifications or required by the Engineer shall be furnished by the contractor and shall be submitted to the Engineer for his (her) approval. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. See also 2.6.15.
- a.) Samples for Tests: Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the specifications.
  - b.) Quality Assurance - Concrete: In order to ensure the quality of the contractor's work, samples of all cast in place concrete shall be collected and tested by an independent testing laboratory. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.
  - c.) Quality Assurance - Soils: In order to ensure the quality of the contractor's backfill material, all soils used for backfill shall be tested by an independent testing laboratory. The contractor shall provide enough samples for testing as to ensure that all of the work meets the specifications. The engineer can direct the contractor to do additional testing at the contractor's expense if he/she determines the need for additional sampling.
- 2.2.12 SHOP DRAWINGS: The contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Engineer's instructions. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the contractor from responsibility for such deviations. Shop drawings shall be submitted according to the following schedule:
- a) Three copies shall be submitted at least thirty (30) days before the materials indicated thereon are to be needed, or earlier if required to prevent delay of the work.
  - b) The Engineer shall, within fourteen days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.
  - c) The contractor shall then correct the shop drawings to conform to the corrections and changes requested by the Engineer.

- d) Following completion of such corrections and changes, the contractor shall furnish the Engineer two copies of the shop drawings conforming to the required corrections and changes. The Engineer is to retain one set of drawings and submit the other to the City.

2.2.13 **QUALITY OF EQUIPMENT AND MATERIALS:** In order to establish standards of quality, the Engineer has, in the detailed specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

- a) The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the contract, together with such engineering and catalog data as the Engineer may require.
- b) The contractor shall abide by the Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing within a reasonable time. No substitute materials shall be used unless approved in writing.
- c) An addendum will be issued prior to bid opening, identifying manufacturers of approved equipment. Only general contractors can request approval of equal equipment.

2.2.14 **EQUIPMENT APPROVAL DATA:** The contractor shall furnish one copy of complete catalog data for every manufactured item of equipment, and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

- a) This submission shall be compiled by the Contractor and approved by the Engineer before any of the equipment is ordered.
- b) Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- c) After written approval, this submission shall become a part of the contract, and may not be deviated from except upon written approval from the Engineer.
- d) Catalog data for equipment approved by the Engineer does not in any case supersede the Engineer's contract documents. The approval of the Engineer shall not relieve the contractor from responsibility for deviations from drawings or specifications, unless they have in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve them from responsibility for errors of any sort in the item submitted. The contractor shall check the work described by the catalog data with the Engineer's contract documents for deviations and errors.

- e) It shall be the responsibility of the contractor to insure that the items to be furnished fit the space available. They shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- f) Where equipment requiring different arrangement of connections from those shown is approved. It shall be the responsibility of the contractor to install the equipment to operate properly, and in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

2.2.15 SURVEYS: Unless otherwise specified, the contractor shall establish all base lines for location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information, the contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and in the case of destruction thereof by the contractor or resulting from their negligence, the contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench mark, reference points and stakes.

The contractor shall be responsible at his own cost to replace any property corners, iron pipes, or property pins that are disturbed by his work. The survey work by contractor shall include providing survey information for utility company relocations. All surveying work shall be performed by a licensed surveyor within the State of Missouri.

2.2.16 AS BUILT PLANS: As-built plans are not required for this project.

### **SECTION 2.3 ENGINEER-OWNER CONTRACTOR RELATIONS**

2.3.01 ENGINEER'S RESPONSIBILITY AND AUTHORITY: All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

2.3.02 ENGINEER'S DECISIONS: All claims of the owner or the contractor shall be presented to the Engineer for decision which shall be made in writing within a reasonable time. All decisions of the Engineer shall be final.

2.3.03 SUSPENSION OF WORK: The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he (she) may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications. The contractor shall not suspend operation without the Engineer's permission.

- 2.3.04 INSPECTION OF WORK: All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer, and the contractor will be held strictly to the true intent of the specifications in regard to quality of materials, workmanship and the diligent execution of the contract. Such inspection may include mill, plant, or ship inspection, and any material furnished under these specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the contractor as is required to make a complete and detailed inspection.
- 2.3.05 EXAMINATION OF COMPLETED WORK: If the Engineer requests it, the contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the contractor's expense.
- 2.3.06 CONTRACTOR'S SUPERINTENDENCE: A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the contractor, and all directions given to the superintendent shall be considered given to the contractor. In general, the Engineer's instructions shall be confirmed in writing and always upon written request from the contractor.
- 2.3.07 LANDS BY OWNER: The owner shall provide the lands shown on the drawings upon which the work under the contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the owner shall be deemed proper cause for adjustment in the contract amount and in the time of completion.
- 2.3.08 LANDS BY CONTRACTOR: Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the contractor with no liability to the owner. The contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide as approved by the Engineer.
- 2.3.09 PRIVATE PROPERTY: The contractor shall not enter upon private property for any purpose without obtaining permission, and they shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments, and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

- 2.3.10 **ASSIGNMENT OF CONTRACT:** Neither the contractor nor the owner shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or their obligation thereunder, without written consent of the other party.
- 2.3.11 **REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES:** At the termination of this contract, before acceptance of the work by the Engineer, the contractor shall remove all of their equipment, tools and supplies from the property of the owner. Should the contractor fail to remove such equipment, tools and supplies, the owner shall have the right to remove them.
- 2.3.12 **SUSPENSION OF WORK BY THE OWNER:** The work or any portion thereof may be suspended at any time by the owner provided that he gives the contractor five (5) days written notice of suspension, which shall set forth the date on which work is to be resumed. The contractor shall resume the work upon written notice from the owner and within ten days after the date set forth in the notice of suspension. If the owner does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.11.
- 2.3.13 **OWNER'S RIGHT TO CORRECT DEFICIENCIES:** Upon failure of the contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five days written notice to the contractor and receipt of written approval from the Engineer, the owner may, without prejudice to any other remedy he (she) may have, correct such deficiencies.
- 2.3.14 **OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK:** The owner shall have the right to terminate the employment of the contractor after giving ten days written notice of termination of the contractor in the event of any default by the contractor and upon receiving written notice from the Engineer certifying the cause for such action. In the event of such termination, the owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means they select.

It shall be considered a default by the contractor whenever they shall:

- a) Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors.
- b) Disregard or violate important provisions of the contract documents or Engineer's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
- c) Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment thereof.

**2.3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT:**

The contractor may suspend work or terminate contract upon ten days written notice to the owner and Engineer, for any of the following reasons:

- a) If an order of any court, or public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the contractor or their employees.
- b) If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the general conditions of the contract.
- c) If the owner should fail to act upon any request for payment within thirty days after its approval by the Engineer.
- d) If the owner should fail to pay the contractor any sum within thirty days after its award by arbitrators.

**2.3.16 RIGHTS OF VARIOUS INTERESTS:** Wherever work being done by the owner's forces or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

**2.3.17 SEPARATE CONTRACTS:** The owner may let other contracts in connection with the work of the contractor. The contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the contractor's responsibility to inspect all work by other contractors affecting their work and to report to the Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. His (her) failure to notify the Engineer of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive their work. The contractor shall not be responsible for defects of which they could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the contractor to measure the completed work in place and report to the Engineer immediately any difference between completed work by others and the drawings.

**2.3.18 SUBCONTRACTS:** At the time specified by the contract documents or when requested by the Engineer, the contractor shall submit in writing to the owner for approval of the Engineer the names of the sub-contractors proposed for the work. Sub-contractors may not be changed except at the request or with the approval of the Engineer. The contractor is responsible to the owner for the acts and omissions of their employees. The contract documents shall not be construed as creating any contractual relation between any sub-contractor and owner. The contractor shall bind every sub-contractor by the terms of the contract documents.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between contractor and subcontractor.

- 2.3.19 **WORK DURING AN EMERGENCY:** The contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases they shall notify the Engineer of the emergency as soon as practicable, but he (she) shall not wait for instructions before proceeding to properly protect both life and property.
- 2.3.20 **ORAL AGREEMENTS:** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms of obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modifications.
- 2.3.21 **SAFETY:** The contractor shall employ adequate safety procedures and techniques in the performance of their work.

## **SECTION 2.4 MATERIALS AND WORKMANSHIP**

- 2.4.01 **MATERIALS FURNISHED BY THE CONTRACTOR:** All materials used in the work shall meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated shall be furnished by the contractor.
- 2.4.02 **MATERIALS FURNISHED BY THE OWNER:** Materials specifically indicated shall be furnished by the owner. The fact that the owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the contractor may continue to use it until otherwise directed. If the contractor discovers any defect in material furnished by the owner, they shall notify the Engineer. Unless otherwise noted or specifically stated, materials furnished by the owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The contractor shall be prepared to unload and properly protect all such material from damage or loss. The contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 2.4.03 **STORAGE OF MATERIALS:** Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without written permission of the owner or lessee.

- 2.4.04 CHARACTER OF WORKMEN: The contractor shall at all times be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or workman employed by the contractor or sub-contractor who, in the opinion of the Engineer, does not perform their work in a skilled manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.
- 2.4.05 REJECTED WORK AND MATERIALS: All materials which do not conform to the requirements of the contract documents are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other given cause shall be removed within ten days after written notice is given by the Engineer, and the work shall be re-executed by the contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- a) Should the contractor fail to remove work or materials rejected within ten days after written notice to do so, the owner may remove them and may store the material.
  - b) Correction of faulty work after final payment shall be in accordance with Paragraph 2.6.19.
- 2.4.06 MANUFACTURER'S DIRECTIONS: Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 2.4.07 CUTTING AND PATCHING: The contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the drawings and specifications to complete the structure. The contractor shall restore all such cut or patched work as directed by the Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done unless approved by the Engineer and under his (her) direction.
- 2.4.08 CLEANING UP: The contractor shall remove from the owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.
- 2.4.09 GUARANTY PERIOD: The contractor shall warrant all material furnished, equipment furnished and work performed by them for a period of one year from the date of written acceptance of the work. This warranty shall be documented to the City in writing by an authorized representative of the contractor. Failure of contractor to provide written warranty does not absolve contractor of said warranty. **S**

## **SECTION 2.5 PROGRESS AND COMPLETION OF WORK**

- 2.5.01 **NOTICE TO PROCEED:** Following the execution of the contract by the owner, written notice to proceed with the work shall be given to the contractor. The contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the owner) with such force as to secure the completion of the work within the time stated in the proposal.
- 2.5.02 **CONTRACT TIME:** The contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the proposal. Computation of contract time shall commence on the seventh day following the date of mailing, by regular mail, of the notice to proceed.
- 2.5.03 **SCHEDULE OF COMPLETION:** The contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the contractor proposes to carry on the work, with dates at which the contractor will start the several parts of the work, and estimated dates of completion of the several parts.
- 2.5.04 **CHANGES IN THE WORK:** The owner may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.
- 2.5.05 **EXTRA WORK:** New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall be classed as extra work. The contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the owner as approved by the Engineer. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications or special provisions shall be done in accordance with the best practice as approved by the Engineer. Extra work required in an emergency to protect life and property shall be performed by the contractor as required.
- 2.5.06 **EXTENSION OF CONTRACT TIME:** A delay beyond the contractor's control occasioned by an Act of God or act of omission on the part of the owner or by strikes, lockouts, fire, etc., may entitle the contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the contractor shall immediately give written notice to the Engineer of the cause of such delay.
- 2.5.07 **USE OF COMPLETED PORTIONS:** The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed

work, the contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

## **SECTION 2.6 MEASUREMENT AND PAYMENT**

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT: Except in cases where unit prices form the basis for payment under the contract, the contractor shall within ten days of receipt of notice to proceed, submit a complete breakdown of the contract amount showing the value assigned to each part of the work including an allowance for profit and overhead. Upon approval of the breakdown of the contract amount by the Engineer, it shall be used as the basis of all requests for payment.

2.6.02 REQUESTS FOR PAYMENT: The contractor may submit periodically but not more than once each month a request for payment for work done and materials delivered and stored on the site. The contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the owner title to such materials. Each request for payment shall be computed from the work completed on all items listed in the detailed breakdown of contract amount, less a percentage to be retained as detailed in the Contract Agreement until final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed. See also section 2.6.21 and the Contract Agreement.

2.6.03 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT: Within ten days of submission of any request for payment by the contractor, the Engineer shall:

- a) Approve the request for payment as submitted.
- b) Approve such other amounts as he (she) shall decide is due the contractor, informing the contractor in writing of his (her) reason for approving the amended amount.
- c) Withhold the request for payment, informing the contractor in writing of their reasons for withholding it.

2.6.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT: Within thirty days from the date of approval of a request for payment by the Engineer, the owner shall:

- a) Pay the request for payment as approved.
- b) Pay such other amount in accordance with Paragraph 2.6.05 as they shall decide is due the contractor, informing the contractor and the Engineer in writing of their reasons for paying the amended amount.
- c) Withhold payment in accordance with Paragraph 2.6.05 informing the contractor and the Engineer of their reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT: The owner may withhold payment in whole or in part on an approved request for payment to the extent necessary to protect themselves from loss on account of any of the following causes discovered subsequent to approval of a request for payment by the Engineer.

- a) Defective work.
- b) Evidence indicating the probable filing of claims by other parties against the contractor.
- c) Failure of the contractor to make payments to sub-contractors, material suppliers or labor.
- d) Damage to another contractor.

2.6.06 INTEREST ON UNPAID REQUESTS FOR PAYMENT: Should the owner fail to pay an approved request for payment within thirty days from the date of approval by the Engineer, and should they fail to inform the Engineer and the contractor in writing of their reasons for withholding payment, the owner shall pay the contractor interest on the amount of the request for payment at the rate of six (6%) percent per annum until payment is made.

2.6.07 RESPONSIBILITY OF THE CONTRACTOR: Unless specifically noted otherwise, the contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at their expense. It shall be the contractor's responsibility to pay for:

- a) Replacement of survey bench marks, reference points and stakes provided by the owner under Paragraph 2.2.15.
- b) Lands by contractor provided in accordance with Paragraph 2.3.08.
- c) Insurance obtained in accordance with Paragraphs 2.7.01 and 2.7.02.
- d) Fire insurance obtained in accordance with Paragraph 2.7.03.
- e) Performance bond obtained in accordance with Paragraph 2.7.04.
- f) Royalties required under Paragraph 2.7.05.
- g) Permits and licenses required of the contractor and sub-contractors.

2.6.08 PAYMENT FOR UNCORRECTED WORK: Should the Engineer direct the contractor not to correct work that has been damaged or that was not performed in accordance with the contract documents, an equitable deduction from the contract amount shall be made to compensate the owner for the uncorrected work.

- 2.6.09 **PAYMENT FOR REJECTED WORK AND MATERIALS:** The removal of work and materials rejected under Paragraph 2.4.05 and the re-execution of acceptable work by the contractor shall be at the expense of the contractor, and they shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of rejected work or materials and the subsequent replacement of acceptable work.
- a) Removal of rejected work or materials and storage of materials by the owner in accordance with Paragraph 2.4.05 shall be paid by the contractor within thirty days after written notice to pay is given by the owner. If the contractor does not pay the expenses of such removal and after ten days written notice being given by the owner of their intent to sell the materials at auction or at private sale and shall pay to the contractor the net proceeds therefrom after deducting all the cost and expenses that should have been borne by the contractor.
- 2.6.10 **PAYMENTS FOR EXTRA WORK:** Written notice of claims for payments for extra work shall be given by the contractor within ten days after receipt of instructions from the owner as approved by the Engineer to proceed with the extra work and also before any work is commenced, except in emergency endangering the life or property. No claim shall be made valid unless so made. In all cases, the contractor's itemized estimate sheets showing all labor and material shall be submitted to the Engineer. The owner's order for extra work shall specify any extension of the contract time and one of the following methods of payments:
- a) Unit prices or combinations of unit prices which formed the basis of the original contract.
  - b) A lump sum based on the contractor's estimate, accepted by the owner, and approved by the Engineer.
  - c) Forced account as described in Section 2.6.20.
- 2.6.11 **PAYMENT FOR WORK SUSPENDED BY THE OWNER:** If the work or any part thereof shall be suspended by the owner and abandoned by the contractor as provided in Paragraph 2.3.13, the contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15%) percent of the value of the abandoned work to compensate for overhead, plant expense and anticipated profits.
- 2.6.12 **PAYMENT FOR WORK BY THE OWNER:** The cost of the work performed by the owner in removing construction equipment, tools and supplies in accordance with Paragraph 2.3.12 and in correcting deficiencies in accordance with Paragraph 2.3.14 shall be paid by the contractor.
- 2.6.13 **PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:** Upon termination of the contract by the owner in accordance with Paragraph 2.3.14, no further payments shall be due the contractor until the work is completed. If the unpaid balance of the contract amount shall exceed the cost of

completing the work including all overhead costs, the excess shall be paid to the contractor. If the cost of completing the work shall exceed the unpaid balance, the contractor shall pay the difference to the owner. The cost incurred by the owner, as herein provided, and the damage incurred through the contractor's default, shall be certified by the owner, and approved by the Engineer.

- 2.6.14 **PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:** Upon suspension of the work or termination of the contract by the contractor within accordance with Paragraph 2.3.15, the contractor shall recover payment from the owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.
- 2.6.15 **PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:** Samples furnished in accordance with Paragraph 2.2.11 shall be furnished by the contractor at their expense.
- a) Testing of samples and materials furnished in accordance with Paragraph 2.2.11 shall be arranged and paid for by the contractor unless noted otherwise.
- 2.6.16 **RELEASE OF LIENS:** The contractor shall deliver to the owner a complete release of all liens arising out of this contract before the retained percentage or before the final request for payment is paid. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the owner such amounts as the owner may have been compelled to pay in discharging of such liens including all costs and a reasonable attorney's fee.
- 2.6.17 **ACCEPTANCE AND FINAL PAYMENT:** When the contractor shall have completed the work in accordance with the terms of the contract documents, the Engineer shall certify his (her) acceptance to the owner and his (her) approval of the contractor's final request for payment, which shall be the contract amount plus all approved additions less all approved deductions (including retention) and less previous payments made. The contractor shall furnish evidence that they have fully paid all debts for labor, material, and equipment incurred in connection with the work, following which the owner shall accept the work and release the contractor except as to the conditions of the performance bond, any legal rights of the owner, required guarantees, and corrections of faulty work after final payment, and shall authorize payment of the contractor's final request for payments per the Contract Agreement. The contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment for the Engineer to assemble and check the necessary data.
- 2.6.18 **TERMINATION OF CONTRACTOR'S RESPONSIBILITY:** The contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the owner. The contractor's responsibility shall then cease, except as set forth in their performance bond, as required by the guaranty period in accordance with Paragraph 2.4.09 and as provided in Paragraph 2.6.19.

2.6.19 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The approval of the final request for payment by the Engineer and the making of the final payment by the owner to the contractor shall not relieve the contractor of responsibility for the faulty materials or workmanship. The owner shall promptly give notice of faulty materials or workmanship and the contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work. The Engineer shall decide all questions arising under this paragraph, and all such decisions shall be subject to arbitration.

2.6.20 PAYMENT FOR EXTRA AND FORCE ACCOUNT WORK: All extra work done on a force account basis will be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, timekeeper's service, premium on bond, and all other overhead expenses incurred in the prosecution of all extra work done on a force account basis. Payment will be made as follows:

- a) For all materials purchased by the contractor and used in this specific work, they will receive the actual cost of such materials including freight charges, as shown by original receipted bills for materials and freight, to which will be added an amount equal to 15% of the sum thereof.
- b) For all labor and foremen, engaged in the specific operation, the Contractor will receive the prevailing wage and will be paid on the project for each and every hour that said labor and foremen are actually engaged in such work, to which will be added an amount equal to 15% of the sum thereof. In addition the contractor shall be paid a sum equal to the workmen's compensation insurance premium and the actual cost of Social Security taxes, computed on the base rate for the class of work involved for the actual amount of the payroll.
- c) For any machine, power, and equipment which it may be deemed necessary or desirable to use, the contractor will be allowed reasonable rental price, which shall be agreed upon before such work is begun for each and every hour that said machinery or equipment is in use on such work, to which sum no percentage shall be added.

The contractor's timekeeper and the inspector shall compare records of extra work on a force account basis at the end of each day. Copies of these records shall be made in duplicate by the inspector and shall be signed by both the inspector and the contractor's timekeeper, one copy being forwarded respectively to the engineer and the contractor.

No extra work will be paid for unless unit prices or wages have been agreed upon in writing before such work is started. Bills for force account work must be sworn to and submitted in triplicate to the Engineer with the current monthly estimate.

2.6.21 REQUEST FOR PAYMENT FORM: All Requests for Payment shall use AIA Document G702 and G703. Copies of these forms are on the next pages. In the documents, and only these documents, the word architect is to mean engineer.

**SECTION 2.7 INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY**

2.7.01 INSURANCE: The contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his sub-contractors, and the owner from claims for bodily injury, death or property damage which may arise from operations under this contract. The contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the owner. Each insurance policy shall contain a clause providing that it shall not be cancelled by the insurance company without ten days written notice to the owner of intention to cancel. The amounts of such insurance shall be not less than the following:

a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:

- 1) Property Damage, Injury or death of one person . . . . . \$1,000,000
- 2) Injury to more than one person in a single accident . . . . \$3,000,000

b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:

- 1) Property Damage, Injury or death of one person . . . . . \$1,000,000
- 2) Injury to more than one person in a single accident . . . . \$3,000,000

Endorsements of insurance sent to the City as evidence of insurance shall contain the following statement, and in their absence the certificate will not be satisfactory to the City:

The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of Written notice thereof.

The Contractor shall ensure that all subcontractors also comply with the requirements of this provision. Insurance are further detailed in the Information for Bidders.

2.7.02 INDEMNITY: The Contractor shall indemnify and save harmless the City of Lake Saint Louis from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reasons of any omission or act of the contractor, its agents or employees, in the execution of the work or in the guarding of it.

2.7.03 FIRE INSURANCE: In addition to such fire insurance as the contractor elects to carry for their own protection, they shall secure and maintain in the name of the owner policies upon such structures and material and in such amounts as to fully protect the owner. The policies shall be secured from a company which is satisfactory to the owner and delivered to the owner.

2.7.04 PERFORMANCE BOND: The Contractor shall, at the time of their execution of the contract, furnish a corporate bond in the sum equal to the contract amount. The form of

the bond shall be as the owner may prescribe and with a surety company authorized to do business in the states where the work is located.

- 2.7.05 PATENTS AND ROYALTIES: If any design, device, material or process covered by letters, patent or copyright is used by the contractor, they shall provide for such use by legal agreement with the owner of the patent or a duly authorized license of such owner, and shall save harmless the owner from any and all loss or expense on account thereof, including its use by the owner.
- 2.7.07 PERMITS: All permits and licenses necessary for the prosecution of the work shall be secured by the contractor.
- 2.7.07 LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the owner against any claim or liability arising from, or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.
- 2.7.08 WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, red lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by amber signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted white or white-washed to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist.
- 2.7.09 PUBLIC SAFETY AND CONVENIENCE: The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental authority. Fire hydrants on or adjacent to work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed except as approved by the Engineer.
- 2.7.10 CROSSING UTILITIES: When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

2.7.11 SANITARY PROVISIONS: The Contractor shall provide and maintain such sanitary accommodations for the use of their employees and those of their sub-contractors as may be necessary to comply with the requirements and regulations of the local and state departments of health and as directed by the Engineer.

## SPECIAL PROVISIONS

### **SP-1: STANDARD SPECIFICATIONS**

The Standard Construction Specifications (2007 or latest version thereof) by the St. Louis County Highway Department of Highways and Traffic, the Standard Construction Specifications for Sewers and Drainage Facilities, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD), SEWER SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District #2, and WATER DISTRIBUTION SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District #2 have, for the purpose of this contract, been adopted as the technical specifications of the City of Lake Saint Louis, Missouri. All work on this project shall be performed in accordance with the adopted specifications except where noted in the contract documents.

**1.1.0 Modifications** – The attached Technical Project Specifications are modifications to the Standard Construction Specifications for Sewers and Drainage Facilities, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD), which shall be utilized for this project.

### **SP-2: UTILITY DISCLAIMER**

The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City of Lake St. Louis at this time. This information is provided by the City of Lake St. Louis "as-is" and the City of Lake St. Louis expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City of Lake St. Louis shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City of Lake St. Louis from damages to any utility facilities interruption of service by it or its subcontractor's operation.

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**MEMORANDUM**

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**To:** Derek Koestel, P.E., Director of Public Works  
**From:** Matt Kuelker, P.E.  
**Subject:** Cadillac Court Stormwater Improvement Project, Bid No. 02-20  
**Date:** 2/12/2020  
**cc:** Paul Markworth; Mayor and Board of Alderman

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Attached is the tabulation of Bids for the Cadillac Court Stormwater Improvement Project. Five bids were received and ranged from \$32,534.50 to \$55,480.00

Recommendation:

1. Recommend the Board of Alderman select Lamke Trenching and Excavating as the responsible bidder.
2. Request the Board of Alderman authorize staff to execute a contract in the amount of \$32,534.50 based on the unit prices provided by Lamke Trenching and Excavating to perform the work as described in the Bid No. 02-20.
3. Staff requests the Board of Alderman authorize staff to approve change orders not to exceed an additional \$3,000 or a total contract amount of \$35,534.50. Based on the variation of the bids, the change order authority would be used to account for any quantity overruns, design omissions, and bed rock encountered during construction.
4. Funding will come from 601-050-9109 Cadillac Court Stormwater as budgeted, approximately \$27,000 is available. A budget adjustment of \$8,534.50 is needed to cover the additional costs.

**BID TABULATION SHEET**

**TYPE OF BID** Cadillac Court Stormwater Improvement Project

**Bid No.** 02-20

**DEPARTMENT** Public Works

**OPENED BY** Barbara Courtney

**WITNESSED BY** Matt Kuelker

**DATE & TIME OF BID CLOSING** February 6, 2020 at 12:00 noon

**DATE & TIME OF BID OPENING** February 6, 2020 at 2:15 p.m.

<b>Company Name &amp; Address</b>	<b>Bond</b>	<b>Add. 1</b>	<b>Add. 2</b>	<b>Bid</b>
Lamke Trenching & Excavating, Inc. 16323 Concord Hill Road Marthasville, MO 63357	YES	YES	YES	\$32,534.50
JTL Landscaping, LLC PO BOX 1299 Florissant, MO 63031	YES	YES	YES	\$48,830.00
Spencer Contracting Co. 3073 Arnold Tenbrook Road Arnold, MO 63010	YES	YES	YES	\$55,480.00
Aztec Construction Specialties, LLC 249 Lime Street Dupo, IL 62239	YES	YES	YES	\$33,369.00
Fischer Grading 3600 I-70 Dr. S.E. Suite c Columbia, MO 65201	YES	YES	YES	\$41,640.00

## **ADVERTISEMENT FOR BID NO. 02-20**

Notice is hereby given that the City of Lake Saint Louis will receive sealed proposals at City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri until **12:00pm local time, February 6, 2020 for CADILLAC COURT STORMWATER IMPROVEMENT PROJECT, BID NO. 02-20**. All bids will be publicly opened and read at **2:15 pm** or soon thereafter on the same day.

The project consists of the construction of approximately 130 linear feet of 12" RCP Pipe, a single curb inlet, and a manhole, site restoration including curb replacement and sod.

The bid proposal shall be made on a form of proposal, provided in the specifications and delivered in a sealed envelope clearly marked on the outside **Bid No. 02-20** to the City Clerk's Office on or before the time specified above. No facsimiles will be accepted. The proposal shall be accompanied by a bid bond, certified check or cashier's check of a bank or trust company in St. Charles County, St. Louis County, or in the City of St. Louis for an amount not less than five (5%) percent of the bid amount. The amount of the check shall be forfeited to the City if the bidder neglects or refuses to enter into a contract or to furnish bond after his proposal has been accepted.

The City reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The City reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The City reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding sixty (60) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract and performance bond and other required certificates in triplicate and return the signed documents within seven (7) days after the date of their receipt.

The successful bidder shall furnish a performance bond and payment bond for one hundred (100%) percent of the contract amount and shall file certificates with the City that the bidder has obtained and will continue to carry workmen's compensation insurance, public and private liability, and property damage insurance, and builder's risk insurance in an adequate amount for the duration of the contract. He shall also file a surety bond for the guarantee of the work for a period of one (1) year after the date of acceptance of the work.

The contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work and shall complete all work within 45 calendar days after the expiration date of such seven (7) day period.

The City of Lake Saint Louis is an equal opportunity employer. The City does not discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.

The City of Lake Saint Louis hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in considerations for an award.

Specifications are now on file and can be viewed at <http://planroom.drexeltech.com>. Specifications can be downloaded or ordered from this site for the fee listed online. Drexel Technologies, 135A Weldon Parkway, Maryland Heights, MO, 63043, phone 314.872.0900.

The successful bidder and contractor will be furnished, without cost, not more than three (3) sets of plans and specifications for the project. If more are requested, additional sets will be furnished at a nominal charge. Any plans and specifications required for permits by a municipality or other public agency will be furnished by the City.

A mandatory pre-bid meeting will be held onsite at 5 Cadillac Court on January 24, 2020 at 10:00 AM. All contractors who wish to submit a bid must attend the pre-bid meeting.

Any questions should be directed to Matt Kuelker, Sr. Project Manager, (636) 695-4221.

**Return three (3) copies of the bid to:**

ATTN: City Clerk  
City of Lake Saint Louis  
200 Civic Center Drive  
Lake Saint Louis, Missouri 63367

INFORMATION FOR BIDDERS  
CADILLAC COURT STORMWATER IMPROVEMENT PROJECT  
BID NO. 02-20  
LAKE SAINT LOUIS, MISSOURI

1. BID GUARANTY:

Each bid shall be accompanied by a bid bond, cashier's check or a certified check for an amount not less than five (5) percent of the bid amount, payable unconditionally to the City of Lake Saint Louis, Missouri as a guarantee that the bidder will execute a contract and furnish the required bond if his bid is accepted.

2. OPENING OF BIDS:

All bids will be opened publicly and read aloud at the place designated and at the time set in the Advertisement for Bids. The right to reject any or all bids and to waive defects or technicalities in bids is reserved. Collusion between bidders is sufficient cause to disqualify all bidders so involved.

3. RETURN OF BIDDER'S DEPOSITS:

The bid guaranty, whether check or bid bond, of the low bidder will be retained until the contract has been executed by the successful bidder, all insurance requirements met and satisfactory contract bond furnished. The check of the low bidder will then be returned. The bid guaranty of the second low bidder will be returned when the City has determined that the award will not be made to that firm. If errors or irregularities appear in the bid of either of the two apparent low bidders which create doubt as to the status of such bid, the bid guaranties of other bidders may be retained. When the two lowest bidders have been definitely established, the checks of the other bidders will be returned. Any bid bond furnished as a bid guaranty will be returned only upon the request of the bidder furnishing it. If an award is not made, all checks will be returned to the bidders.

4. FORM OF PROPOSAL:

All bids must be made on the forms found on pages IB-16 through IB-20. The required documents for the bid include the Bid Form Proposal, Bid Sheet, Subcontractor Utilization Form, and Non-Collusion Affidavit. Failure to provide all the required documents as part of the bid submission shall result in a non-responsive bid ineligible for award consideration. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineations, or otherwise the bid proposal will be voided.

Bids must be properly signed in ink by the bidder, or by an authorized official or agent when the bidder is a firm or corporation. When the bid is made by a firm, the signature must include the firm name, and the signature of member thereof. When made by a

corporation, the signature must contain the name of the corporation followed by the signature of the official or person authorized to bind it in the matter and with proof of his authority. When filed, **THREE COPIES** of the bid with the accompanying bid security must be enclosed together in a sealed envelope, clearly marked on the outside with the bid number and project name, addressed to **ATTN: City Clerk, 200 Civic Center Drive, Lake Saint, Missouri**. The bidder shall designate on the bid blank his official address to which all communications can be mailed. No facsimiles will be accepted.

5. **BASIS OF AWARD:**

Bids will be compared by the extension and summation of the unit prices submitted in the proposal. The quantities as shown on the proposal form are estimated and are furnished to be used as a basis for calculations and for the preparation of the bid. The quantities are not necessarily exact.

The City will award the contract to the lowest responsible bidder. In determining "lowest responsible bidder," in addition to price, the City shall consider: the ability, capacity or skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of performance of previous contracts or services; the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; the quality, availability of the supplies, or contractual services to the particular use required; the ability of the bidder to provide future maintenance and service for the use of the subject to the contract; and the number and scope of conditions attached to the bid.

6. **AWARD OF CONTRACT:**

The City will award the contract within a period not exceeding sixty (60) days after the date of opening the bids, or else will reject all bids. The City reserves the right to require the successful bidder to file proof by the contract of their successful completion of similar projects.

7. **EXECUTION OF CONTRACT:**

The bidder to whom the contract has been awarded shall sign the contract and performance bond and return them to the City within seven (7) days after receipt of the contract. Failure to execute the contract and bonds and return them to the City within seven (7) days after receipt of the contract shall be cause for the annulment of the contract award and the forfeiture of the bid guaranty to the City.

8. PERFORMANCE AND PAYMENT BOND:

A bond will be required for the full amount of the contract price with a surety company authorized to do business in the State of Missouri and satisfactory to the City, conditioned for the faithful performance and payment of this contract and the guarantee of the work

9. RIGHT RESERVED TO REJECT BIDS:

The City reserves the right to reject any or all bids.

10. COMPLETION TIME:

The Contractor shall commence work within seven (7) days after the date of written notice from the Engineer to begin work, and shall complete all work within the number of days detailed in the Contract Agreement after the expiration date of such seven (7) day period. Progress and completion of work and damage if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

11. SURVEYS, PERMITS AND REGULATIONS:

The contractor shall make all surveys including all required construction staking unless otherwise provided. Any property corners disturbed by the construction activities shall be replaced at the contractor's cost. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor.

The contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. The contractor is required to observe all laws and ordinances relating to the obstructing of streets, maintaining signals, keeping open passageways and protecting them where exposed to danger, and all general ordinances affecting them or their employees or their work hereunder in their relations to the owner or any person, and also to obey all laws and ordinances controlling or limiting the contractor while engaged in the prosecution of the work under this contract. If the contractor observes that the drawings and specifications are at variance with laws and regulations, they shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, regulations, or specifications, of local, state or federal authorities without such notice to the Engineer, they shall bear all costs arising therefrom.

**See Section 2.2.15 of the General Conditions.**

12. NO OTHER INTERESTED PARTIES:

The contractor declares that the only persons interested in this contract as principals are therein named as such; that no official of the municipality and no person acting for or employed by the municipality is directly or indirectly interested in this bid, or in any contract which may be made under it, or in any expected emolument, or profit to arise therefrom; that their bid and their contract are made in good faith, without fraud, collusion or connection with any other person bidding for the same work.

13. WITHDRAWAL OF BIDS:

Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

14. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

No official, officer, or agent of the owner is authorized to make any representations as to the materials or workmanship involved, or the conditions to be encountered, and the contractor agrees that no such statement or the evidence of any documents or plans, not a part of this contract, shall constitute any grounds for claim as to conditions encountered. No verbal agreement or conversation with any officer, agent or employee of the owner either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

It is understood and agreed that the contractor has informed themselves fully as to the conditions relating to construction and labor under which the work will be performed, and agrees as far as possible to employ such methods and means in the carrying out of the work as will not cause any interruption or interference with any other contractor.

15. CONDITIONS IN BIDDER'S PROPOSAL:

The bidder shall not stipulate in their proposals any conditions not contained in the form of proposal contained in the contract documents.

16. TAXES:

Bidders shall include in their proposals any sales or use taxes which they are required by law to pay. This project is exempt from all sales taxes for construction materials and suppliers used directly in fulfilling contract requirements. Sales tax shall not be included into the unit costs for this project. The contractor shall follow the regulation as outlined in Missouri 12 CSR 10-3.388 Construction Materials.

The City will issue the contractor a tax exemption letter and a project exemption certificate. These documents are to be given to the applicable suppliers and used only for the project identified and will expire on the date indicated unless otherwise renewed by the City.

17. RIGHTS-OF-WAY:

The City will provide all rights-of-way upon which work is to be done.

18. INSURANCE:

The successful bidder must provide three (3) properly executed certificates of insurance and three (3) copies of the performance and payment bonds filled out on the City's performance bond form, prior to the signing of the contract with the City.

Liability Insurance: The Contractor and any subcontractor shall indemnify and save harmless the City from all suits or action of every name and description brought against the City for or on account of any personal injuries, including accidental or resulting death, or property damages received or claimed to be received or sustained by any person or persons due to the construction of the work, or by or in consequence of any hazard, or of any negligence by the contractor or sub-contractor, their agents or employees or assigns in safeguarding it, or due to any improper material used in the construction, or by or on account of any act or omission of the contractor or subcontractor, their employees, agents or assigns.

The Contractor shall carry adequate public liability and property damage insurance for the joint and several benefit of the contractor and the City with a company licensed to do business in the State of Missouri and satisfactory to the City and in the amounts not less than those specified below. The amounts of coverage required for public liability or property damage shall not be construed to limit the liability of the contractor in protecting the City from damage or injury claims. The City shall have the right to require the contractor to increase any or all such insurance policy limits while the contract work is in progress in the event the engineer determines that unusual or special risks revealed by the work so require and in such amounts as the engineer may determine to be adequate, and without thereby limiting the liability of the contractor in protecting the City from damage or injury claims.

As partial security for the defense of claims and the payments required under such indemnity, the contractor and any subcontractor shall furnish at their cost, an owner's protective insurance policy satisfactory to the City naming the City as insured for amounts not less than the contractor's public liability and property damage insurance covering the work.

The contractor shall comply fully with the requirements of the Workmens' Compensation Act of the State of Missouri and shall furnish evidence that the contractor is insured thereunder.

The coverage shall insure the City of its officers and employees while acting within the scope of their duties against all claims arising out of or in connection with the work to be performed.

The cost of the insurance shall be included in the prices bid for the various items of work and no additional payment will be made therefore.

The amounts of such insurance shall be not less than the following

- a) Contractor's Bodily Injury Liability and Property Damage Liability Insurance:
  - 1) Injury or death of one person . . . . \$1,000,000
  - 2) Injury to more than one person in a single accident . . . . . \$3,000,000
  - 3) Property damage . . . . . \$1,000,000
  
- b) Automobile and Truck Public Liability, Bodily Injury, and Property Damage:
  - 1) Injury or death of one person . . . . \$1,000,000
  - 2) Injury to more than one person in a single accident . . . . . \$3,000,000
  - 3) Property damage . . . . . \$1,000,000

Endorsements of insurance sent to the City as evidence of insurance shall contain the following statements, and in their absence the certificates will not be satisfactory to the City.

The insurance evidenced by this certificate will not be cancelled or altered except after ten (10) days from receipt by the City of written notice thereof.

- 1) The insurance evidenced by this certificate expressly includes blanket underground coverage including, but not limited to, injury to or destruction of wires, conduits, pipes, mains, sewers, or other grading of land, paving, backfilling, excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.

The insurance evidenced by this certificate expressly includes personal injury or death, or injury to or destruction of any property arising out of blasting or explosion or the collapse of or structural injury to any building or structure due to grading of land, excavation, filling, backfilling, or tunneling.

- 2) A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.

The City must be listed on all Certificates of Insurance as additional insured.

- 3) A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.

19. CONTRACTOR'S WORK SCHEDULE:

The contractor shall submit a preliminary work schedule for the Engineer's approval prior to initiation of construction. This schedule must show that steady uninterrupted progress is planned for the improvements and that minimum disruption of local traffic will take place. This schedule shall be updated monthly through the length of the project.

20. PRICE TO BE WRITTEN:

If space is provided on the bid form, all prices shall be written in words, as well as expressed in figures, where space is provided. In case of a discrepancy between the prices written in words and prices written in figures, the prices written in words will be used.

21. COMPLIANCE:

The successful bidder will be required to comply with the Missouri Division of Labor Standards, General Wage Order Rate, and is made a part of this specification.

The successful bidder shall comply with requirements of Section 290.550 to 209.580 RSMo (2000), conclusive, when applicable (commonly referred to as Excessive Unemployment).

In accordance with the Missouri Division of Labor Standards, the contractor shall forfeit a penalty of \$100 per day to the City of Lake Saint Louis if a worker is paid less than the

prevailing rate for any work done under the contract by the contractor or by any subcontractor (see section 290.250, RSMo).

In connection with the furnishing of supplies or performance of work under the contract, the Project Consultant agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Employment Opportunity Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The contractor and all subcontractors shall agree to the following:

- Not to discriminate against recipients of services on the basis of race, color, religion, national origin, sex, handicap, or age.
- Not to discriminate against any applicant for employment or employee on the basis of age.

22. TRAFFIC CONTROL / SIGNAGE:

The contractor shall supply the required signage and barricades to give proper warning of this work. The type and amount of signage shall, at a minimum, be as indicated on the drawings, specified or as directed by the Traffic Technician or Engineer. All signage shall be in conformance with the Manual on Uniform Traffic Control Devices. Any obstruction left in or upon the street or sidewalk between one hour after sunset to one hour before sunrise shall have a lighted barricade(s) attached to or placed with it. Detour routes and signage must be well marked and approved by the engineer prior to posting. All signage and traffic control is at the contractor's expense unless specifically listed as a pay item.

23. CITY WILL FURNISH:

The City will furnish the engineered plans for the project if applicable. The contractor is responsible for all construction staking unless otherwise provided.

24. CONSTRUCTION COSTS:

All units of construction necessary for the completion of the project shall be performed at no additional costs for the City unless specifically listed as a pay item.

25. UTILITIES:

The Contractor will be required to have all utilities located. Damage to existing utilities due to neglect of the contractor shall be repaired at the contractor's expense.

26. STORM SEWER CONSTRUCTION:

This work shall consist of constructing all storm drainage facilities to the lines, grades, thicknesses and typical cross-sections shown on the plans or established by the Engineer.

All work and materials shall conform to the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, 2009 Edition, and the project specific additions and modifications. All storm sewer pipe shall be minimum of Class III Wall "B" reinforced concrete pipe with rubber "O" ring joints or as shown on the plans as an alternate bid.

All manholes within the limits of the construction shall be adjusted to grade as necessary. Adjustment of manholes outside the limits of the new paving shall not be performed until approved by the City. Existing manholes within the limits of the new pavement shall be adjusted to the new grade by the Contractor prior to any paving work. All covers on all structures shall be cast iron.

It shall be the Contractor's responsibility to perform all necessary inspections and make measurements of the existing drainage structures and to base his bid on the adjusted items accordingly.

Connecting existing sewer pipes to new structures will be considered incidental to the sewer construction. No direct payment will be made for these items of work.

Payment for inlet and junction chamber construction and reconstruction, complete including all materials, equipment, labor, and incidental expenses shall be completely covered by the unit priced bid per each.

27. SAFETY:

The contractor is responsible for all job site safety and shall follow all governmental rules and regulations particularly those of the Occupational Safety and Health Administration (OSHA).

28. AS-BUILT PLANS:

As-built plans are not required for this project.

29. GOVERNING CONSTRUCTION STANDARDS:

Unless specifically noted otherwise within these Contract Documents, the following construction standards shall be used for and govern the work on this project:

**Storm Sewage Facilities:** Standard Construction Specifications for Sewers and Drainage Facilities@, 2009 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD).

**Sanitary Sewage Facilities:** SEWER SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District#2.

**Roadway Construction:** Divisions 200, 300, 400, 500, 600, 700, 800, 900 and 1000 St. Louis County Standard Specifications for Highway Construction, 2007 edition or latest version thereof by the St. Louis County Department of Highways and Traffic.

**Waterline Facilities:** WATER DISTRIBUTION SYSTEM SPECIFICATIONS, revised November, 2005 or latest version thereof by Public Water Supply District #2.

The above noted documents are to be used as construction standards only. Contract language and specifications shall not be modified by these documents. Any part of the Contract or Contract Documents for this project shall take precedence over any contradictory language within the above noted documents.

30. ROADWAY LIGHTING:

Not Applicable.

31. TREATED SUBGRADE:

Lime or Fly Ash treated subgrade may be used as part of this contract if included as a separate bid item or if it is listed as incidental to base repair, replacement, or stabilization. This work shall be in accordance with City Standards.

32. POSTAL DELIVERIES:

The contractor is to make arrangements with the US Post Office to allow for delivery of the mail during the project. The contractor is to provide temporary mailboxes and reset or replace any existing mailboxes disturbed by the construction. This item shall be incidental and the contractor will not receive any direct payment for this item.

33. TRASH COLLECTION:

The contractor is to provide trash collection services if the construction activities prohibit regular collection services. This item shall be incidental and the contractor will not receive any direct payment for this item.

34. INGRESS/EGRESS ACCESS:

The contractor shall provide ingress/egress access to all properties at all times. All temporary roadways and driveways required on the project shall be incidental to the contract (unless otherwise provided) and no additional payment will be made for these items. If temporary pavement is to be used for more than 3 weeks or it will provide access to 4 or more properties, the pavement type shall be hot mix asphalt.

35. GROUND RESTORATION:

Unless otherwise provided, all disturbed areas within r/w or within established lawns shall be restored using sod following City Standards. A separate bid item shall be established for sodded areas.

36. E-VERIFY REQUIREMENT (HOUSE BILL 1549)

Work Authorization Affidavit: House Bill # 1549 contains Federal requirements prohibiting employment of unauthorized aliens and went into effect on January 1, 2009. Bidders must sign the E-verify Affidavit and provide documentation of participation in a federal work authorization program, such as E-Verify. E-Verify, <http://www.dhs.gov/everify>, is a Free internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor. The Affidavit provided must be turned in with the bids, along with documentation of participation on a federal work authorization program.

37. SAFETY TRAINING:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10 hour

Occupational Safety and Health Instruction and safety program within 60 days of the beginning of the work. A penalty of \$2,500 plus \$100 for each worker per day without documentation will be forfeited to the City.

38. NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

a. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 37 above.

b. The penalty described in Subsection a of this Section shall not begin to accrue until the time periods described in Sections 37 b and c above have elapsed.

c. Violations of Section 37 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

d. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in this Section shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

39. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Bidders must sign the E-verify Affidavit and provide documentation of participation in a federal work authorization program, such as E-Verify. E-Verify, <http://www.dhs.gov/everify>, is a Free internet-based system operated by the Department of Homeland Security, U.S. Citizenship and Immigration Services that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the contractor's business license, termination of the contract, debarment from City and State work for a period of three years or permanently, and withholding 25% of the total amount due the contractor. The Affidavit provided must be

turned in with the bids, along with documentation of participation on a federal work authorization program.

40. REQUEST FOR INFORMATION OR CLARIFICATION:

Any request for information or clarification deemed necessary by any respondent to present a proper proposal shall be submitted in writing to City Clerk, 200 Civic Center Drive, Lake Saint Louis, MO 63367, referencing this bid number: 02-20. The request for information or clarification shall be submitted no less than a minimum of ten calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

41. ADDENDA:

All changes, additions, and/or clarifications connected with this proposal will be issued by the City through a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the proposal. Verbal responses and/or representations shall not be binding.

42. LATE PROPOSALS:

Proposals received after the date and hour of the proposal opening shall not be considered.

43. MISTAKES IN PROPOSALS:

If the respondent discovers a mistake in the proposal prior to the date and hour of the proposal opening, he or she may correct the mistake by modifying the proposal in a sealed envelope marked "Revised Proposal" or send the City Clerk a letter to withdraw the proposal. In this case, the modification or withdrawal must reach the City Clerk's office prior to the bid opening.

A mistake in the proposal cannot be considered once a contract is issued.

44. NEGOTIATION:

City staff reserves the right to negotiate any and all elements of this proposal.

45. OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.

46. GRATUITIES ILLEGAL TO ANY EMPLOYEE:

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of a pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

47. GRATUITIES ILLEGAL IN SUBCONTRACTING:

It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of or solicited from a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the City and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

## SUMMARY OF REQUIRED SUBMITTALS

### Submittals by Contractor:

#### Prior to Construction

- Bid Guaranty (p. IB-1) Submitted: \_\_\_\_\_
- Contract Agreement Submitted: \_\_\_\_\_
- Performance Bond (p. IB-3 and 2.7.04) Submitted: \_\_\_\_\_
- Payment Bond (p. IB-3) Submitted: \_\_\_\_\_
- Certificate of Insurance (p. IB-5, 2.7.01, 2.7.02, and 2.7.03) Submitted: \_\_\_\_\_
- Preliminary Work Schedule (p. IB-7 and 2.5.03) Submitted: \_\_\_\_\_
- List of Desired Substitutions - Materials and Equipment  
(2.2.13 and 2.2.14) Submitted: \_\_\_\_\_
- Everify Affidavit (EA-1, EA-2) Submitted: \_\_\_\_\_
- List of Subcontractors (2.3.18) Submitted: \_\_\_\_\_

#### During Construction

- Requests for Payment (AIA Format - 2.6.02, 2.6.21 and p. CA-2)
- Payroll Records (p. CA-2)
- Product Information on Material Used
- Samples and Results of Tests (2.2.11 and 2.6.15)
- Shop Drawings (2.2.12)

#### Prior to Final Payment

- Payroll Records (p. CA-2) Submitted: \_\_\_\_\_
- Waiver of Liens (2.6.16) Submitted: \_\_\_\_\_
- Written Notice that work is ready for Final Inspection  
(p. CA-3) Submitted: \_\_\_\_\_
- ~~• As-Built Plans (p. IB-8 and 2.2.16) Submitted: \_\_\_\_\_~~
- Product Information on Material Used Submitted: \_\_\_\_\_
- Written Warranty (2.4.09 and CA-3) Submitted: \_\_\_\_\_
- Sworn Affidavit that all bills have been paid (CA-3) Submitted: \_\_\_\_\_

### Submittals by Engineer:

- Tax Exemption Certificate (p. IB-5) Submitted: \_\_\_\_\_
- Notice to Proceed (p. CA-1) Submitted: \_\_\_\_\_
- Shop Drawings to City (2.2.12) Submitted: \_\_\_\_\_
- Final Certificate that Work is Complete (p. CA-3) Submitted: \_\_\_\_\_
- ~~• As-Built Drawings to City Submitted: \_\_\_\_\_~~

**BID FORM PROPOSAL**

BID TIME 12:00PM

BID DATE 2/6/2020

**TO: THE CITY OF LAKE SAINT LOUIS**

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda 1 through 2, for the City of Lake Saint Louis **Cadillac Court Stormwater Improvement Project** and being familiar with the local conditions affecting the work, hereby proposed to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

  
(Signature)

LESTEL LAMKE  
(Print Name)

LAMKE TRENCHING & EXCAVATING, INC  
(Company Name)

16323 CONCORD HILL RD.  
MARTHASVILLE, MO 63357  
(Address)

636-932-4649  
(Telephone Number)

(Seal – if bid by Corporation)

**CITY OF LAKE SAINT LOUIS**  
**Cadillac Court Stormwater Improvement Project**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXT PRICE
1	Mobilization	LS	1	2,950.00	2,950.00
2	12" RCP	LF	120	130.00	15,600.00
3	12" CMP, Aluminum Smooth Wall	LF	20	85.00	1,700.00
4	12" CMP Flared End Section	EA	1	627.00	627.00
5	Grading/Excavation	CY	40	30.00	1,200.00
6	Sodding/Restoration	SY	235	14.50	3,407.50
7	Curb and Gutter	LF	10	125.00	1,250.00
8	Manhole	EA	1	1,600.00	1,600.00
9	Single Curb Inlet	EA	1	1,700.00	1,700.00
10	Tree Removal	LS	1	2,000.00	2,000.00
11	Reset Property Pins	EA	2	250.00	500.00
				<b>TOTAL (in figures):</b>	<b>32,534.50</b>

**TOTAL (in words):** THIRTY-TWO THOUSAND FIVE HUNDRED THIRTY-FOUR AND 50 CENTS

All other costs including but not limited to bedding, borrow, hauling, etc. are incidental.

Company Name: LAMKE TRENCHING & EXCAVATING, INC  
 Company Address: 16323 CONCORD HILL RD, MARTHASVILLE, MO 63357  
 Phone Number: 636-932-4649  
 Authorized Officer: LESTER LAMKE Signature: [Signature]

References within the last 2 years: SEE ATTACHMENT

Company/Municipality Address	Address	Phone	Contact Person

41. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Sanitary Sewer System Improvements-Contract A  
Owner: City of Elsberry  
Architect/Engineer: MECO Engineering 573-221-4048 / J. Brian Martin  
Type of Work: 7000' of 8" & 12" sewer line and 2 lift stations  
Value of Contract: \$2,400,000.00  
Start Date: December, 2016  
Completion Date: July, 2017
42. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Fox Point Lift Station  
Owner: Duckett Creek Sanitary District – Todd Rasche 636-941-1244  
Architect/Engineer: Bax Engineering Company, Inc.  
Type of Work: lift station  
Value of Contract: \$277,627.80  
Start Date: January, 2017  
Completion Date: June, 2017
43. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Droste Road Improvements  
Owner: City of St. Charles, Missouri  
Architect/Engineer: City of St. Charles / Tim Rohrbacker  
Type of Work: storm sewer, sanitary sewer and water main  
Value of Contract: \$1,500,000.00  
Start Date: June, 2017  
Completion Date: December, 2017
44. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Lakewood Lift Station Improvements  
Owner: PWSD #2 of St. Charles County / 636-561-3731  
Architect/Engineer: Hanson Professional Services, Maryland Heights, MO  
Type of Work: Lift station and piping  
Value of Contract: \$2,300,000.00  
Start Date: January, 2018  
Completion Date: July, 2018

45. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Lake Sherwood-Sugar Hollow  
Owner: Lake Sherwood Estates Owners Association  
Architect/Engineer: unknown  
Type of Work: removed and replaced sanitary sewer lines  
Value of Contract: \$282,427.00  
Start Date: January, 2019  
Completion Date: June, 2019

46. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Basin 17 Sanitary Sewer Relief Basin  
Owner: City of Jefferson  
Architect/Engineer: David Bange-City of Jefferson  
Type of Work: Sanitary Sewer  
Value of Contract: \$950,000.00  
Start Date: February, 2019  
Completion Date: July, 2019

47. General Contractor: Lamke Trenching & Excavating, Inc.  
Address: 16323 Concord Hill Rd  
City, State, Zip: Marthasville, MO 63357  
Telephone Number: 636-932-4649 / 636-932-4880 fax  
Project Name: Henke Rd Force Main Upgrade  
Owner: PWSD #2 of St. Charles Co.  
Architect/Engineer: unknown  
Type of Work: 3230' of sanitary force main  
Value of Contract: \$2,400,000.00  
Start Date: March, 2019  
Completion Date: October, 2019

**SUBCONTRACTOR UTILIZATION FORM**

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: LAMKE TRENCHING & EXCAVATING, INC  
2. Address Bidder: 16323 CONCORD HILL RD.  
MARTHASVILLE MO 63357 636-932-4649  
City State Zip Phone

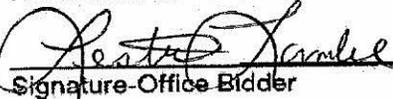
3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Type of Work</u>	<u>\$ Value of Subcontractor</u>
<u>ALLEN'S TREE SERVICE, WENTZVILLE, MO</u>	<u>TREE REMOVAL</u>	<u>1,500.00</u>
<u>R.C. STORMWATER, TRUXTON</u>	<u>SOP</u>	<u>3,000.00</u>
_____	_____	_____
_____	_____	_____
A. Total of Above		<u>4,500.00</u>
B. Total Bid Amount		<u>32,534.50</u>

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 14%

The General Contractor shall perform 51% of the contract with his own company.

LESTER LANKE - PRESIDENT  
Name-Authorized Officer of Bidder

  
Signature-Office Bidder

2/6/20  
Date

The City of Lake Saint Louis, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

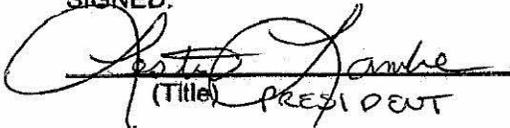
**NON-COLLUSION AFFIDAVIT**

STATE OF MISSOURI

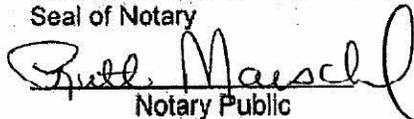
COUNTY OF WARREN

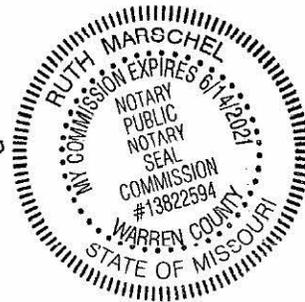
LESTER LAMKE, being first duly sworn, deposes and says that he is PRESIDENT \*(sole owner, partner, president, secretary, etc.) of LAMKE TRADING & EXCAVATING, INC. the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract, that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED:

  
(Title) PRESIDENT

Subscribed and sworn to before me this 6TH day of FEB, 2020  
Seal of Notary

  
Notary Public



\* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

## INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_ secretary of the corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

AN ORDINANCE CONCURRENTLY DETACHING CERTAIN TERRITORY FROM THE CITY OF LAKE SAINT LOUIS, MISSOURI AND ANNEXING SUCH TERRITORY INTO THE CITY OF DARDENNE PRAIRIE, MISSOURI, ALL PURSUANT TO THE PROVISIONS OF SECTION 71.011 OF THE RSMO (2013) AND STATING THE REASONS THEREFOR.

WHEREAS, the property legally described by metes and bounds on the attached Exhibit "A" (the "LSL Property"), incorporated by reference and made a part hereof lies within the corporate limits of the City of Lake Saint Louis, Missouri and abuts the City of Dardenne Prairie, Missouri; and

WHEREAS, the LSL Property is a portion of Feise Road east of its' intersection with Henke Road and Technology Drive; and

WHEREAS, there are no residents living within the LSL Property as the property consists of right of way; and

WHEREAS, the City of Lake Saint Louis, Missouri and the City of Dardenne Prairie, Missouri, find it would be in their mutual best interest to adjust their corporate boundaries by the City of Lake Saint Louis, Missouri and the City of Dardenne Prairie, Missouri concurrently detaching and annexing the LSL Property from the City of Lake Saint Louis, Missouri and into the City of Dardenne Prairie, Missouri; and

WHEREAS, the Board of Aldermen of the City of Lake Saint Louis, Missouri does find and determines that said detachment is reasonable and necessary to the proper management, governance and development of the City.

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

SECTION 1. Pursuant to the provisions of Section 71.011 RSMO, as amended, certain real estate, being more particularly described in Exhibit "A", attached hereto and made a part hereof, is, in its entirety, detached from the City.

SECTION 2. The detachment of the aforesaid property is conditioned upon the concurrent annexation of the aforesaid property by the City of Dardenne Prairie, Missouri as set forth herein.

SECTION 3. The boundaries of the City of Lake Saint Louis, Missouri are hereby altered so as to detach therefrom all of that property described in Exhibit "A", laying adjacent and contiguous to the present corporate limits.

BILL NO. 4297

ORDINANCE NO. \_\_\_\_\_

SECTION 4. Upon receiving notice from the City of Dardenne Prairie that they are ready to file their annexation of the LSL Property, the City Clerk is directed to file one certified copy of this ordinance with each of the following: the St. Charles County Clerk, the St. Charles County Recorder of Deeds, and the clerk of the St. Charles County Circuit Court, which is the county in which the properties are located.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney

## FEISE ROAD ANNEXATION DESCRIPTION

### DESCRIPTION

A PORTION OF FEISE ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

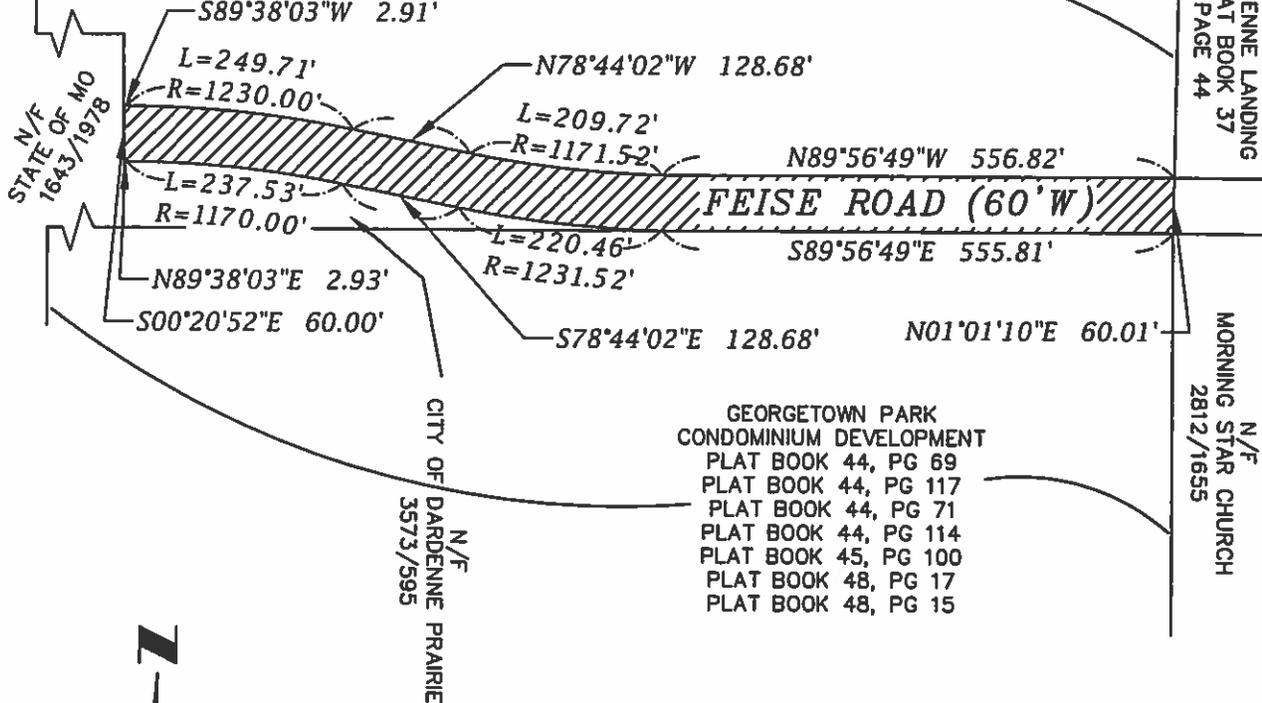
BEGINNING AT A POINT IN THE NORTHERN RIGHT-OF-WAY LINE OF FEISE ROAD, SAID POINT ALSO BEING THE S.E. CORNER OF LOT 2 OF HOPE CENTER, A SUBDIVISION RECORDED IN PLAT BOOK 45, PAGE 390 OF THE ST. CHARLES COUNTY, MISSOURI RECORDS; THENCE ALONG THE NORTHERN LINE OF FEISE ROAD THE FOLLOWING COURSES: N89°56'49"W A DISTANCE OF 556.82', THENCE 209.72' ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1171.52' AND A CHORD BEARING N83°39'12"W, THENCE N78°44'02"W A DISTANCE OF 128.68', THENCE 249.71' ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1230.00' AND A CHORD BEARING OF N84°33'W, THENCE S89°38'03"W A DISTANCE OF 2.91' TO A POINT ON THE EASTERN LINE OF THE PROPERTY NOW OR FORMERLY OF THE STATE OF MISSOURI / DEED BOOK 1643, PAGE 1978; THENCE S00°20'52"E A DISTANCE OF 60.00' TO A POINT ON THE SOUTHERN RIGHT-OF-WAY LINE OF FEISE ROAD AND THE NORTHERN LINE OF THE PROPERTY NOW OR FORMERLY OF THE CITY OF DARDENNE PRAIRIE / DEED BOOK 3573, PAGE 595; THENCE ALONG THE SOUTHERN LINE OF FEISE ROAD THE FOLLOWING COURSES: N89°38'03"E A DISTANCE OF 2.93', THENCE 237.53' ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1170.00' AND A CHORD BEARING OF S84°32'59"E, THENCE S78°44'02"E A DISTANCE OF 128.68', THENCE 220.46' ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1231.52' AND A CHORD BEARING OF S83°51'44"E, THENCE S89°56'49"E A DISTANCE OF 555.81' TO THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF MORNINGSTAR CHURCH / DEED BOOK 2812, PAGE 1655, THENCE N01°01'10"E A DISTANCE OF 60.00' TO THE POINT OF BEGINNING, CONTAINING 1.58 ACRES, MORE OR LESS.

A PORTION OF FEISE ROAD SUBJECT TO  
DEANNEXATION/ANNEXATION  
ST. CHARLES COUNTY, MISSOURI

HENKE ROAD

HOPE CENTER  
PLAT BOOK 45  
PAGE 390

DARDENNE LANDING  
PLAT BOOK 37  
PAGE 44



GEORGETOWN PARK  
CONDOMINIUM DEVELOPMENT  
PLAT BOOK 44, PG 69  
PLAT BOOK 44, PG 117  
PLAT BOOK 44, PG 71  
PLAT BOOK 44, PG 114  
PLAT BOOK 45, PG 100  
PLAT BOOK 48, PG 17  
PLAT BOOK 48, PG 15

MORNING STAR CHURCH  
N/F  
2812/1655

CITY OF DARDENNE PRAIRIE  
N/F  
3573/595



SCALE: 1" = 200'



AREA OF  
DEANNEXATION/ANNEXATION

BILL NO. 4298

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO ADOPT A BUDGET REVISION FOR THE CITY OF LAKE SAINT LOUIS' BUDGETS FOR THE FISCAL YEAR BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020.

WHEREAS, the Administrative Finance Committee, for the Board of Aldermen, along with the City Administrator and Finance Director, have studied and prepared budget revisions for the City of Lake Saint Louis' Budgets for the fiscal year July 1, 2019 to June 30, 2020; and

WHEREAS, the Board of Aldermen for the City of Lake Saint Louis has determined it is reasonable and necessary to operate the routine functions of the City government and provide municipal services to the residents; and

WHEREAS, the Board of Aldermen has reviewed the proposed budget revision for the budgets for the fiscal year July 1, 2019 to June 30, 2020 as prepared by Staff and the Administrative Committee.

Be it ordained by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

SECTION 1. The Board of Aldermen hereby authorizes that the budget revisions for the fiscal year July 1, 2019 to June 30, 2020, a copy of which is marked Exhibit "A", attached hereto and made a part hereof, are hereby adopted in their entirety.

SECTION 2. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action and execute such documents, certificates and instruments as may be necessary to carry out and comply with the intent of this ordinance.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
<b>6/30/19 General Fund Balance</b>										\$ 4,730,477	(not including deduction for prepaid balance or expenses carried forward to 19/20)		
<b>FY 19/20 original net budgeted revenue</b>										\$ 132			
1E	4004	7/1/2019	3,424.92					101-020-6050	Other Contracted Services	(3,424.92)	Land Use Regs/Zoning Map Update	\$ (3,424.92)	
2E	4004	7/1/2019	37,424.70					101-011-6045	Software - Incode	(37,424.70)	Software Support	\$ (37,424.70)	
3E	4004	7/1/2019					40,651.00	601-060-9221	I-64 Rock Wall Monument		Highway Monument Sign		\$ (40,651.00)
4E	4004	7/1/2019	46,717.63					101-030-9100	Purchases - Equipment	(46,717.63)	Motorola Point to Point Radio System	\$ (46,717.63)	
5E	4004	7/1/2019	6,000.00					101-010-8500	Community Relations	(6,000.00)	Street Banner Project	\$ (6,000.00)	
6E	4004	7/1/2019	36,000.00					101-080-9100	Capital	(36,000.00)	Flat Work-City Hall & Public Works	\$ (36,000.00)	
7	N/A	7/15/2016	3,000.00 (3,000.00)					101-011-9100 101-011-6044	Capital Equipment Contracted Services		Cover cost of VMWare host & switch refresh		
8	4014	8/5/2019					15,339.00	601-060-9221	Highway Monument Sign	-	Denial of original location - new location requires		
9	4014	8/5/2019	304.00 (304.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol Drug Cost Reimbursement	-	Use 1922 Escrow to cover cost of drug testing for impaired driving cases		
10	4014	8/5/2019	4,000.00 (4,000.00)					101-010-6050 101-000-3920	Other contracted services Miscellaneous revenue	-	SLAIT wellness grant revenue/expense		
11E	4014	8/5/2019					10,524.00	601-060-9226	New Parks Study	-	New park study to be completed in 19/20		\$ (10,524.00)
12	4014	8/5/2019	10,000.00 (10,000.00)					101-010-5120 101-000-3419	Printing Other Grants	-	Grant from St. Louis/Jefferson Solid Waste Management Distr. To promote recycling.		
13	4026	8/19/2019	254.00 (254.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol Drug Cost Reimbursement	-	Use 1922 Escrow to cover cost of drug testing for impaired driving cases		
14E	4031	9/3/2019	72,445.00					101-050-9000	Truck	(72,445.00)		(72,445.00)	
15E	4031	9/3/2019	3,095.00					101-060-9100	Pitching Mound	(3,095.00)		(3,095.00)	
16	4031	9/3/2019					8,820.00 (7,056.00)	601-050--9709 601-000-3440	LSL Blvd North Design	-	Adjust for negotiated design fees and associated county grant revenue.		

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
17	N/A	9/3/2019	151,000.00 (151,000.00)					101-050-9000 101-000-3970	PW Truck Loan Proceeds	-	Add entry for capital addition and lease inflow. Lease prin and interest already budgeted separately.		
18	N/A	9/3/2019	1,120.00 (1,120.00)					101-080-9100 101-050-9100	Equipment Equipment	-	Replace civic center refrigerator.		
19	4043	10/7/2019	(7,760.00)					101-000-3010 201-000-3010	Real Estate Tax Revenue Real Estate Tax Revenue	7,760.00	Adjust taxes based on actual assessed values		
20E	4043	10/7/2019											
							(68,144.10)	601-000-3464	LSL Blvd RAB County Grant	-	2018/19 unfinished Public Works Projects		68,144.10
							(983,256.00)	601-000-3467	LSL Blvd N Ph 1 Federal Grant				983,256.00
							(369,100.67)	601-000-3468	LSL Blvd N Ph 1 County Grant				369,100.67
							(121,251.82)	601-000-3473	LSL Blvd RAB Federal Grant				121,251.82
							(137,714.78)	601-000-3484	Orf Road - County Grant				137,714.78
							232,176.12	601-050-9112	LSL Blvd RAB Design				(232,176.12)
							146,367.75	601-050-9116	Orf Rd/S Ridge ROW				(146,367.75)
							900,652.51	601-050-9117	Freymuth Ln ROW & Construction				(900,652.51)
							2,489.40	601-050-9121	Freymuth Engineering				(2,489.40)
							24,791.50	601-050-9123	2 Picardy - SW Design				(24,791.50)
							35,000.00	601-050-9125	N Henke Exhibits & Acquisition				(35,000.00)
							1,462,869.00	601-050-9127	LSL Blvd N Ph 1 Construction				(1,462,869.00)
							898,894.26	601-050-9207	Asphalt Overlay				(898,894.26)
							791,231.43	601-050-9208	Concrete Panel Replacements				(791,231.43)
1E ADJ	4043	10/7/2019	(3,492.92)					101-020-6050	Other Contracted Services	3,492.92	Land Use Regs/Zoning Map Update	3,492.92	
2E AD.	4043	10/7/2019	(11,055.70)					101-011-6045	Software - Incode	11,055.70	Software Support	11,055.70	
5E AD	4043	10/7/2019	(316.00)					101-060-9100	Pitching Mound	316.00		316.00	
21	4043	10/7/2019	122.00 (122.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol/Drug Cost Reimbursement	-	Use 101-000-1922 to pay DWI lab tests		
22	N/A	10/7/2019	400.00 (400.00)					101-030-4175 101-030-5005	Phone allowance Mobile phone	-	Pay for monthly phone allowance for Lt. Stevens	-	
23	N/A	10/7/2019	5,200.00 398.00 (5,598.00) 5,200.00 398.00 (5,598.00) 32,731.50					101-020-4120 101-020-4240 101-020-4252 101-050-4120 101-050-4240 101-050-4252 101-030-4100	PT Salaries (CD intern) FICA Personnel Requested PT Salaries (PW intern) FICA Personnel Requested FT Salaries (PD Sergeant)	-	Allocate new positions approved		

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
			9,448.50					101-030-4200	Medical Insurance				
			1528					101-030-4240	FICA				
			3273					101-030-4250	LAGERS				
			(46,981.00)					101-030-4252	Personnel Requested				
24	4043	10/7/2019	11,329.35					101-010-4100	SALARIES-FULL TIME	1,882.59	Allocated budgeted salary increases		
			1,280.07					101-010-4120	SALARIES-PART TIME				
			1,526.31					101-010-4130	SALARIES-ELECTED OFFICIALS				
			1,091.40					101-010-4240	SOCIAL SECURITY				
			1,051.89					101-010-4250	LAGERS				
			(192,081.00)					101-010-4251	SALARY ADJUSTMENT-CITYWIDE				
			2,050.47					101-011-4100	SALARIES-FULL TIME				
			157.95					101-011-4240	SOCIAL SECURITY				
			187.89					101-011-4250	LAGERS				
			6,078.57					101-015-4100	SALARIES-FULL TIME				
			465.24					101-015-4240	SOCIAL SECURITY				
			492.60					101-015-4250	LAGERS				
			13,522.26					101-020-4100	SALARIES-FULL TIME				
			1,695.00					101-020-4120	SALARIES-PART TIME				
			1,175.82					101-020-4240	SOCIAL SECURITY				
			1,107.69					101-020-4250	LAGERS				
			73,705.02					101-030-4100	SALARIES-FULL TIME				
			2,093.13					101-030-4120	SALARIES-PART TIME				
			871.83					101-030-4180	SALARIES-HOLIDAYS				
			5,958.15					101-030-4240	SOCIAL SECURITY				
			7,314.21					101-030-4250	LAGERS				
			633.06					101-035-4120	SALARIES-PART TIME				
			48.42					101-035-4240	SOCIAL SECURITY				
			3,144.96					101-040-4100	SALARIES-FULL TIME				
			45.45					101-040-4120	SALARIES-PART TIME				
			246.36					101-040-4240	SOCIAL SECURITY				
			257.16					101-040-4250	LAGERS				
			27,932.61					101-050-4100	SALARIES-FULL TIME				
			2,389.80					101-050-4120	SALARIES-PART TIME				
			2,328.48					101-050-4240	SOCIAL SECURITY				
			2,334.87					101-050-4250	LAGERS				
			10,574.67					101-060-4100	SALARIES-FULL TIME				
			2,045.10					101-060-4120	SALARIES-PART TIME				
			612.00					101-060-4150	SALARIES-SEASONAL				
			833.43					101-060-4151	SALARIES - DAY CAMP				
			1,096.05					101-060-4240	SOCIAL SECURITY				
			877.80					101-060-4250	LAGERS				
			969.69					101-080-4100	SALARIES-FULL TIME				
			479.25					101-080-4120	SALARIES - PART TIME				

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
			113.13					101-080-4240	SOCIAL SECURITY				
			81.27					101-080-4250	LAGERS				
25	4049	10/21/2019					5,000.00	601-060-9243	Spray Pad System Repair	-	Spray pad manifold leaking, replace entire system.		
26	4049	10/21/2019	1,500.00					101-060-6203	Christmas Lights	(1,500.00)	Lighting trees along LSL Blvd and Civic Center requires more lights		
27	4061	12/16/2019					15,000.00	601-060-9226	New Park Study	-	Conceptual plan development for Meadows Park.		
28	4073	1/21/2020	1,000.00 (1,000.00)					101-030-8502 101-000-3418	DARE Other grants		Transfer from escrow 1924, walmart donation for Shop with A Cop		
29	4073	1/21/2020	31,033.50 (31,033.50)					101-050-6120 101-000-3921	Signal Maintenance/Repair Insurance Reimbursements	-	Damaged pole, will bill driver's insurance.		
30	4073	1/21/2020	443.00 (443.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol/Drug Cost Reimbursement	-	Use DWI esrow 1922 to pay for drug tests related to impaired driving cases.		
31	4073	1/21/2020	2,687.84 (2,687.84)					101-030-4185 101-000-3415	Salaries - OT grants Police OT grant revenue	-	Traffic safety grants 7/13-12/27		
32	N/A	1/21/2020	2,450.00 (2,450.00)					101-050-4175 101-050-5100	Cell phones Gas and Oil	-	Smart phone upgrade for maintenance staff to use Pubworks and time sheet applications.		
33	4073	1/21/2020					2,665.00	601-050-6055	Grant Application Fees	-	Old Hwy N Traffic Signal CMAQ EW Gateway application		
34	4073	1/21/2020					4,355.00	601-050-6055	Grant Application Fees	-	Old Hwy N Ph 2 EW Gateway application		
35	4073	1/21/2020	400,000.00				(400,000.00)	101/601-095-9998	Transfer	(400,000.00)	Transfer fund balance for street projects.		
36	N/A	2/3/2020	7,500.00 (7,500.00)					101-030-4170 101-030-4100	Overtime salaries Full Time Salaries	-	To pay for overtime paid out to dispatch.		
37		3/2/2020					876.00	601-060-9238	Hawk Ridge Pond Bank	-	Quotes higher than originally estimated		
38		3/2/2020					8,534.50	601-050-9109	Cadillac Court Stormwater	-	Quote higher than estimate, covers cost and change order authority		
39	N/A	3/2/2020	2,947.00 (947.00) (1,000.00) (1,000.00)					101-060-7652 101-060-7601 101-060-5190 101-060-5150	Stonecrest Pond Maint Flags Cleaning Landscaping	-	Both fountains broke at Stonecrest unexpectedly. One was repaired and one had to be replaced.		

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
40		3/2/2020					14,670.00	601-060-9226	Parks Capital	-	Due diligence survey and Ph 1 environmental for meadows park		
										4,148,508.96	CUMULATIVE BUDGETED ADJUSTMENT IMPACT TO DATE	\$ (190,242.63)	\$ (2,866,179.60)

Mid Year transfer to capital fund - is from transportation sales tax, road & bridge rebate, Missouri gas and vehicle rebates which are restricted for road construction and maintenance purposes.

BILL NO. 4299

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN ESCROW AGREEMENT WITH MCBRIDE 76B, LLC, GUARANTEEING COMPLETION OF SUBDIVISION IMPROVEMENTS FOR PLAT 1 OF THE MILL CREEK SUBDIVISION.

Be it ordained by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

SECTION 1. The Board of Aldermen hereby approves an Escrow Agreement with McBride 76B, LLC (copy of which is attached hereto, marked as Attachment 1, and made a part hereof), and accepts a check numbered 014409 from McBride & Son Properties, LLC, in the amount of \$38,988.68, as adequate guarantee of completion of subdivision improvements.

SECTION 2. The subdivision improvements shall be completed as shown on the plans prepared by Musler Engineering (Job Number 16-1426), approved by the St. Charles County Community Development Department on August 7, 2017, a copy of which is on file with the City's Department of Public Works. Said plans may be, from time to time, amended in the best interest of the City, and in conformance with all applicable laws, regulations, and ordinances of the City of Lake Saint Louis and other agencies having jurisdiction over the project.

SECTION 3. The officers, agents, and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to perform and carry out the purpose of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into by and between McBride 76B, LLC, herein called "DEVELOPER", and THE CITY OF LAKE SAINT LOUIS, MISSOURI, herein called the "CITY":

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the construction and development of lots for Mill Creek Plat 1 (the "Project"), and DEVELOPER is requesting issuance of relevant permits for same; and

WHEREAS, in connection with the issuance of relevant permits for the Project, DEVELOPER has agreed to make certain site improvements, such improvements being more particularly described in the Site Improvement Plan (the "Plan") identified and referenced in Exhibit A and incorporated herein (hereinafter, the "Improvements"); and

WHEREAS, the Plan has been reviewed and approved by the CITY ADMINISTRATOR, and the CITY ADMINISTRATOR has reasonably estimated the cost of completing the Improvements in accordance with the City Requirements (as used herein, the term "City Requirements" means the Plan, as reviewed and approved by the CITY ADMINISTRATOR or other appropriate official, and the ordinances of the CITY, from time to time in effect) to be Thirty Eight Thousand Nine Hundred Eighty Eight and 68/100 DOLLARS (\$ 38,988.68); and

WHEREAS, the DEVELOPER has requested that the CITY issue relevant permits for the Project, and, in connection with the issuance of permits, DEVELOPER and CITY have agreed to enter into this Agreement guarantying DEVELOPER'S obligation to complete the Improvements [*and establish and maintain the Erosion Control Measures*], all in accordance with the City Requirements.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided:

IT IS HEREBY MUTUALLY AGREED:

### **A. IMPROVEMENTS**

1. That the DEVELOPER has deposited with the CITY the sum of Thirty Eight Thousand Nine Hundred Eighty Eight and 68/100 DOLLARS (\$ 38,988.68) to guaranty the completion of the Improvements in accordance with the City Requirements (hereinafter, the "Site Improvement Escrow"). The CITY is not liable to DEVELOPER for interest, if any, on the Site Improvement Escrow, such interest, in all events, to belong to the CITY.

2. DEVELOPER guaranties that the Improvements will be completed on or before February 13, 2021 (the "Completion Date") in accordance with the City Requirements. On or before the Completion Date, DEVELOPER (i) shall provide the CITY with a certificate of completion signed by an engineer licensed in the State of Missouri certifying that the Improvements have been completed in accordance with the City Requirements, and (ii) shall have received from the CITY final approval of the Improvements after an inspection of the same by the CITY. It is DEVELOPER'S responsibility to request that the CITY perform the inspection of the Improvements keeping in mind that the CITY shall be permitted at least thirty (30) days to complete its inspection after the request for

inspection is made by the DEVELOPER. The Completion Date may only be extended by written agreement of the parties hereto.

3. In the event that DEVELOPER shall fail to complete the Improvements in accordance with the City Requirements on or before the Completion Date, or if DEVELOPER shall abandon the completion of the Improvements (and it shall be presumed conclusively that DEVELOPER has abandoned the completion of the Improvements if DEVELOPER fails to perform any substantial site work to complete the Improvements for a period of three (3) consecutive months), CITY may apply any funds in the Site Improvement Escrow for (i) the purpose of paying the actual cost of completing, or having completed, the Improvements, or (ii) in the CITY'S discretion, using the funds for such purposes related to the Improvements as CITY may deem reasonably appropriate to ensure the health, safety and welfare of the Project or the surrounding area. Alternatively, if the CITY has already completed the Improvements (or the CITY has completed such reasonably necessary work for purposes related to the Improvements to ensure the health, safety, and welfare of the Project or the surrounding area), it may apply all or any part of the funds in the Site Improvement Escrow necessary to reimburse itself for the CITY's costs incurred in doing so. In the event that there are any funds remaining in the Site Improvement Escrow after the CITY has completed the Improvements (or has completed such work deemed reasonably necessary by the CITY for purposes related to the Project and to ensure the health, safety and welfare of the Project or the surrounding area), the CITY shall cause such funds to be released to the DEVELOPER in a timely manner.

4. During the completion of the Improvements, if, in the reasonable discretion of the CITY ADMINISTRATOR, the amount of \$ 38,988.68 shall be deemed to be insufficient to complete the Improvements, DEVELOPER shall deposit additional funds necessary to complete the Improvements with CITY for the Site Improvement Escrow. Additional amounts deposited in the Site Improvement Escrow may be expended by the CITY to complete the Improvements (or to complete such reasonably necessary work for purposes related to the Improvements to ensure the health, safety and welfare of the Project or the surrounding area) if DEVELOPER fails to complete the same on or before the Completion Date in accordance with the City Requirements or if DEVELOPER abandons the completion of the Improvements as described in paragraph 3.

5. Upon approval of the Improvements by the CITY as described in paragraph 2 above, and provided that the DEVELOPER faithfully performs its obligation to complete the Improvements in accordance with the City Requirements on or before the Completion Date, the CITY shall cause the funds in the Site Improvement Escrow (or, if CITY has been required to expend funds from the Site Improvement Escrow pursuant to this Agreement, those funds remaining in the Site Improvement Escrow) to be released to DEVELOPER.

6. Nothing in this Agreement shall be deemed to limit the CITY'S rights against DEVELOPER arising out of the failure on the part of the DEVELOPER to complete the Improvements in accordance with the City Requirements.

7. CITY hereby accepts this Agreement as satisfactory under the provisions and requirements of Section 415.100 and Section 500.010 of the CITY'S Municipal Code.

[The remainder of this page is intentionally blank—signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the      day of FEBRUARY, 2020.

DEVELOPER:

MCBRIDE 763, LLC  
BY: MCBRIDE & SON ACQUISITIONS, LLC, MANAGING MEMBER

By: [Signature]  
Printed Name: JEFFREY M. TODT  
Title: MANAGER  
Address: 16091 SWINGLEY RIDGE RD, SUITE 300  
CHESTERFIELD, MO 63017  
Telephone Number: 314-336-0854

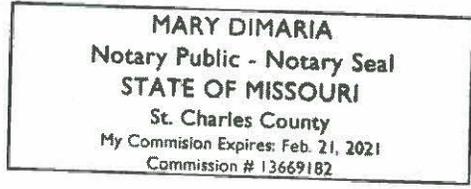
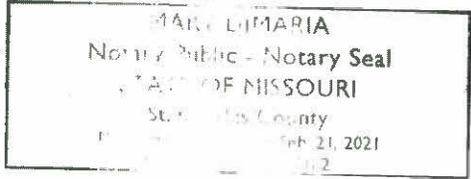
STATE OF MISSOURI        )  
  ) SS.  
COUNTY OF St. Louis )

On this 10<sup>th</sup> day of FEBRUARY, 2020, before me appeared JEFFREY M. TODT, to me personally known, who, being by me duly sworn did say that HE is the MANAGER, of MCBRIDE & SON ACQUISITIONS, LLC, a MISSOURI LLC, and that said instrument was signed in behalf of said LLC by authority of its ~~board of directors~~ MANAGER, and said JEFFREY M. TODT acknowledged said instrument to be the free act and deed of said LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year above written.

Mary Di Maria  
Notary Public  
Printed Name: Mary Di Maria

My Commission Expires:  
02-21-2021



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CITY:

CITY OF LAKE SAINT LOUIS, MISSOURI

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

---

**EXHIBIT A**

**IMPROVEMENTS**

The Improvements include all of the following items, plus any necessary items of work related to the items listed below which are, in the CITY'S reasonable discretion, necessary to comply with the CITY's Municipal Code to preserve the health, safety and welfare of the surrounding area:

*All site improvements shown on the Site Improvement Plan of Mill Creek – Phase 1 Project prepared by Musler Engineering, with a final revision date of April 26, 2017, Job No. 16-1426, and approved by the St. Charles County Community Development Department on August 7, 2017, a copy of which is on file with the Department of Public Works of the City of Lake Saint Louis, Missouri.*

The foregoing plans are the "Plan" described in the Agreement. After approval of the Plan by the CITY, DEVELOPER shall not make any changes to the Plan without the City's approval of the same.

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN ESCROW AGREEMENT WITH TAUC PROPERTIES, LLC GUARANTEEING COMPLETION OF GRADING, INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES AND INSTALLATION OF SITE IMPROVEMENTS RELATED TO THE CONSTRUCTION OF A 4,616 SQUARE FOOT TOTAL ACCESS URGENT CARE FACILITY LOCATED ON LOT 1 OF THE SOUTH RIDGE SHOPPES SUBDIVISION.

Be it ordained by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

SECTION 1. The Board of Aldermen accepts the cost estimate prepared by BFA Engineering and Surveying dated January 21, 2020 and approved by the City's Department of Public Works (copy of which is attached hereto, marked as Attachment 1, and made a part hereof).

SECTION 2. The Board of Aldermen hereby approves an Escrow Agreement with TAUC, LLC (copy of which is attached hereto, marked as Attachment 2, and made a part hereof), and accepts Irrevocable Standby Letter of Credit Number 6706809014675 in the amount of \$173,755, issued by Busey Bank (copy of which is attached hereto, marked as Attachment 3, and made a part hereof) and a check numbered 016374 from Interface Construction Corp. in the amount of \$1,090, as adequate guarantee of completion of grading plans, installation and maintenance of soil erosion control measures and installation of site improvements.

SECTION 3. The grading, installation and maintenance of soil erosion control measures and installation of site improvements shall be completed as shown on the plans prepared by BFA Engineering (Job Number 5655), approved by the City of Lake Saint Louis on January 2, 2020, a copy of which is on file with the City's Department of Public Works. Said plans may be, from time to time, amended in the best interest of the City, and in conformance with all applicable laws, regulations, and ordinances of the City of Lake Saint Louis and other agencies having jurisdiction over the project.

SECTION 4. The officers, agents, and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to perform and carry out the purpose of this ordinance.

BILL NO. 4300

ORDINANCE NO. \_\_\_\_\_

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
Matthew Reh, City Attorney



## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into by and between TAUC Properties, a Limited Liability Company, herein called "DEVELOPER", and THE CITY OF LAKE SAINT LOUIS, MISSOURI, herein called the "CITY":

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the construction and development of a 4,616 square foot Total Access Urgent Care facility (the "Project"), and DEVELOPER is requesting issuance of relevant permits for same; and

WHEREAS, in connection with the issuance of relevant permits for the Project, DEVELOPER has agreed to make certain site improvements, such improvements being more particularly described in the Site Improvement Plan (the "Plan") identified and referenced in Exhibit A and incorporated herein (hereinafter, the "Improvements"); and

WHEREAS, in connection with the issuance of relevant permits for the Project, DEVELOPER has agreed to perform and undertake certain erosion control measures, such measures being more particularly described in the Erosion and Sedimentation Control Plan, an element of the Plan (hereinafter, the "Erosion Control Measures"); and

WHEREAS, the Plan has been reviewed and approved by the CITY ADMINISTRATOR, and the CITY ADMINISTRATOR has reasonably estimated the cost of completing the Improvements in accordance with the City Requirements (as used herein, the term "City Requirements" means the Plan, as reviewed and approved by the CITY ADMINISTRATOR or other appropriate official, and the ordinances of the CITY, from time to time in effect) to be ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$173,755.00); and

WHEREAS, based on Section 415.100 of the CITY's Municipal Code, the CITY ADMINISTRATOR has determined that the escrow to guaranty the performance and maintenance of the Erosion Control Measures should be ONE THOUSAND NINETY AND 00/100 DOLLARS (\$1,090.00); and

WHEREAS, the DEVELOPER has requested that the CITY issue relevant permits for the Project, and, in connection with the issuance of permits, DEVELOPER and CITY have agreed to enter into this Agreement guarantying DEVELOPER'S obligation to complete the Improvements and establish and maintain the Erosion Control Measures, all in accordance with the City Requirements; and

WHEREAS, in lieu of depositing cash with the CITY to secure DEVELOPER'S obligations with respect to the completion of the Improvements, DEVELOPER has requested to provide to the CITY, and the CITY has agreed to accept, the letter of credit in the amount of ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$173,755.00) issued by Busey Bank to the CITY, with the CITY being the beneficiary thereof (the "Letter of Credit"), a copy of such Letter of Credit to be substantially in the form of Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided:

IT IS HEREBY MUTUALLY AGREED:

**A. IMPROVEMENTS**

1. That the DEVELOPER has deposited, or will deposit, with the CITY the Letter of Credit to guaranty the construction, installation and completion of the Improvements in accordance with the City Requirements.

2. DEVELOPER guaranties that the Improvements will be installed, constructed and completed on or before February, 2021 (the "Completion Date") in accordance with the City Requirements. On or before the Completion Date, DEVELOPER (i) shall provide the CITY with a certificate of completion signed by an engineer licensed in the State of Missouri certifying that the Improvements have been completed in accordance with the City Requirements, and (ii) shall have received from the CITY final approval of the Improvements after an inspection of the same by the CITY. It is DEVELOPER'S responsibility to request that the CITY perform the inspection of the Improvements keeping in mind that the CITY shall be permitted at least thirty (30) days to complete its inspection after the request for inspection is made by the DEVELOPER. The Completion Date may only be extended by written agreement of the parties hereto.

3. In the event that DEVELOPER shall fail to complete the Improvements in accordance with the City Requirements on or before the Completion Date, or if DEVELOPER shall abandon the completion of the Improvements (and it shall be presumed conclusively that DEVELOPER has abandoned the completion of the Improvements if DEVELOPER fails to perform any substantial site work to complete the Improvements for a period of three (3) consecutive months), CITY may make one or more draws on the Letter of Credit for (i) the purpose of paying the actual cost of completing, or having completed, the Improvements, or (ii) in the CITY'S discretion, using the funds for such purposes related to the Improvements as CITY may deem reasonably appropriate to ensure the health, safety and welfare of the Project or the surrounding area. Alternatively, if the CITY has already completed the Improvements (or the CITY has completed such reasonably necessary work for purposes related to the Improvements to ensure the health, safety, and welfare of the Project or the surrounding area), it may make one or more draws on the Letter of Credit to reimburse itself for the CITY's costs incurred in doing so. Any amounts drawn by CITY on the Letter of Credit in excess of the actual amount incurred by the CITY in performing the work described in this paragraph will be refunded to Developer in a timely manner.

4. During the completion of the Improvements, if, in the reasonable discretion of the CITY ADMINISTRATOR, the amount of \$173,755.00 shall be deemed to be insufficient to complete the Improvements, DEVELOPER shall either: (a) cause the amount of the Letter of Credit to be increased to include such additional amounts necessary to complete the Improvements (and such Letter of Credit, as increased, may be drawn upon by the CITY as set forth in Section 3 above), or (b) deposit with the CITY such additional amounts, in cash, necessary to complete the Improvements. With respect to amounts deposited with the CITY in accordance with clause (b) of the preceding sentence, such amounts may be expended by the CITY to complete the Improvements (or to complete such reasonably necessary work for purposes related to the Improvements to ensure the health, safety and welfare of the Project or the surrounding area) if DEVELOPER fails to complete the same on or before the Completion Date in accordance with the City Requirements or if DEVELOPER abandons the completion of the Improvements as described in Section 3; the CITY is not liable to DEVELOPER for interest on any amounts held by the CITY.

5. Upon approval of the Improvements by the CITY as described in paragraph 2 above, and provided that the DEVELOPER faithfully performs its obligation to complete the Improvements in accordance with the City Requirements on or before the Completion Date, the Letter of Credit shall be returned to DEVELOPER or DEVELOPER'S Bank, and any sums escrowed with the CITY (or, if CITY

has been required to expend portions of such funds pursuant to this Agreement, those funds remaining) shall be returned to DEVELOPER.

6. Nothing in this Agreement shall be deemed to limit the CITY'S rights against DEVELOPER arising out of the failure on the part of the DEVELOPER to complete the Improvements in accordance with the City Requirements.

7. CITY hereby accepts this Agreement as satisfactory under the provisions and requirements of Section 415.100 and Section 500.010 of the CITY's Municipal Code.

**B. EROSION CONTROL MEASURES**

1. That the DEVELOPER has deposited with the CITY the sum of ONE THOUSAND NINETY AND 00/100 DOLLARS (\$1,090.00) to guaranty installation and maintenance of the required Erosion Control Measures (hereinafter the "Erosion Control Escrow") for the Project, in accordance with the City Requirements and the further requirements of this Agreement. The CITY is not liable to DEVELOPER for interest, if any, on the Erosion Control Escrow, such interest, in all events, to belong to the CITY.

2. DEVELOPER guaranties that the Erosion Control Measures will be installed, constructed and completed in compliance with the project phasing schedule detailed in the Erosion and Sedimentation Control Plan (an element of the Plan reviewed and approved by the CITY), generally accepted best management practices incorporated into the Erosion and Sedimentation Control Plan, the City Requirements, and the further requirements of this Agreement. The DEVELOPER shall be responsible for all work at the site including work by subcontractors, utility companies and other contractors.

3. That in the event that the DEVELOPER shall fail to construct, complete, and maintain the required Erosion Control Measures for the Project in the time and manner required by the preceding paragraph, or if DEVELOPER shall abandon the installation or maintenance of the Erosion Control Measures for the Project (and it shall be presumed conclusively that DEVELOPER has abandoned the installation or maintenance of the Erosion Control Measures for the Project if DEVELOPER fails to perform any substantial work relating to the same for a period of three (3) consecutive months), the CITY may apply the Erosion Control Escrow, or any portion thereof, to construct, complete or maintain the Erosion Control Measures so that the site will not impair the public health, safety and welfare of the Project or the surrounding area.

4. That the Erosion Control Escrow will remain in effect until the later to occur of the following: (i) completion of the Erosion Control Measures, or (ii) completion of the Project, vegetation has been established for the Project (in the manner required by the ordinances of the CITY), and all erosion and sediment problems for the Project have been satisfactorily resolved, all to the reasonable satisfaction of the CITY, and in compliance with the ordinances of the CITY. Provided that the DEVELOPER faithfully performs its obligation to complete the Erosion Control Measures in accordance with the City Requirements, the project phasing schedule detailed in the Erosion and Sedimentation Control Plan (an element of the Plan reviewed and approved by the CITY), and the other foregoing requirements of this Agreement, the Erosion Control Escrow shall be released to the DEVELOPER, but only after receipt by the CITY of written request from the DEVELOPER therefor, and inspection and approval by the CITY, of all work done by the DEVELOPER in connection with establishing and maintaining the Erosion Control Measures.

5. Nothing in this Agreement shall be deemed to limit the CITY'S rights against DEVELOPER arising out of the failure on the part of the DEVELOPER to complete the Erosion Control Measures in accordance with the terms of this Agreement.

6. CITY hereby accepts this Agreement as satisfactory under the provisions and requirements of Section 415.100 of the CITY's Municipal Code.

**C. ADDITIONAL TERMS APPLICABLE TO LETTER OF CREDIT**

1. That the Letter of Credit shall have a one (1) year term from the date of this Agreement but shall provide that it renews automatically for additional one-year terms; in no event shall the Letter of Credit be written to permit it to expire less than 90 days after the Completion Date.

2. The Letter of Credit and any replacement therefor shall be issued by a bank acceptable to CITY in CITY'S reasonable discretion (the "Issuer"). If, in CITY'S reasonable opinion, the financial condition of the Issuer deteriorates in a material and substantial way, CITY shall have the option to require DEVELOPER to replace the Letter of Credit with a new letter of credit from a new issuing bank acceptable to CITY in CITY'S reasonable discretion, the terms of any replacement letter of credit to be substantially the same as the Letter of Credit and otherwise satisfactory to the CITY. If the Issuer declines to renew the Letter of Credit, then, CITY shall have the right to draw the entire amount of the Letter of Credit and hold the same as a cash escrow to secure DEVELOPER'S obligations hereunder.

[The remainder of this page is intentionally blank—signature pages follow.]



CITY:

CITY OF LAKE SAINT LOUIS, MISSOURI

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to Form:

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

**EXHIBIT A**  
**IMPROVEMENTS**

The Improvements include all of the following items, plus any necessary items of work related to the items listed below which are, in the CITY'S reasonable discretion, necessary to comply with the CITY's Municipal Code to preserve the health, safety and welfare of Total Access Urgent Care or the surrounding area:

*All site improvements shown on the Site Improvement Plan of TAUC Properties, LLC Project prepared by BFA Engineering, with a final revision date of December 23, 2019, Job No. 5655, and approved by the City of Lake Saint Louis, Missouri on January 2, 2020, a copy of which is on file with the Department of Public Works of the City of Lake Saint Louis, Missouri.*

The foregoing plans are the "Plan" described in the Agreement. After approval of the Plan by the CITY, DEVELOPER shall not make any changes to the Plan without the City's approval of the same.



**IRREVOCABLE STANDBY LETTER OF CREDIT NO. 6706809014675**

February 10, 2020

City of Lake Saint Louis, Missouri  
200 Civic Center Drive  
Lake Saint Louis, Missouri 63367

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit ("Letter of Credit") in your favor at the request of and for the account of Total Access Urgent Care P.C. in the aggregate amount up to One Hundred Seventy Three Thousand and Seven Hundred Fifty-Five and 00/100 Dollars (\$173,755.00) (the "Stated Amount").

The Stated Amount is available to be drawn on Busey Bank, in one or more drawings, upon presentation and delivery to us of (a) this original Letter of Credit and any amendments hereto, and (b) your drawing certificate in the form of Exhibit A or Exhibit B (each a "Drawing Certificate"); provided that our aggregate obligation to honor such demands shall not exceed the Stated Amount as reduced by prior draws hereunder or reductions pursuant to the next paragraph hereof. Each Drawing Certificate shall have all blanks appropriately filled in and shall be signed by you or your authorized officer and shall be delivered to Busey Bank at its address designated in the following paragraph.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented, together with a Drawing Certificate, during regular business hours at our office located at 12300 Olive Blvd. St. Louis, MO 63141 to the attention of Commercial Documentation Manager and Commercial Loan Operations Director, before 3:00 o'clock p.m. on or before February 10, 2021 (the "Expiration Date", which may be extended in accordance with the following paragraph). Payments under this Letter of Credit shall be made to you by wire transfer of immediately available funds in accordance with the wire transfer instructions specified in the applicable Drawing Certificate.

It is a condition of this Letter of Credit that it shall be automatically extended without amendment for additional 12 month periods from the current or each future Expiration Date, unless at least 60 days prior to the current Expiration Date we send notice in writing to you by registered or certified mail or overnight courier at the above address that we elect not to automatically extend this Letter of

Credit for an additional period. Upon such notice to you, you may draw on us at sight for an amount not to exceed the balance remaining on this Letter of Credit prior to the current Expiration Date by your presentation and delivery to us of (a) this Letter of Credit and any amendments hereto and (b) a Drawing Certificate in the form of Exhibit B. Notwithstanding anything contained herein, in no event shall this Letter of Credit be automatically extended beyond the final Expiration Date of February 10, 2022.

Communications relative to this Letter of Credit should be addressed to us at the address specified above, to the attention of Commercial Documentation Manager and Commercial Loan Operations Director, mentioning specifically this Letter of Credit No. 6706809014675.

Only you may make a drawing under this Letter of Credit. The Stated Amount shall be reduced by any drawings made hereunder.

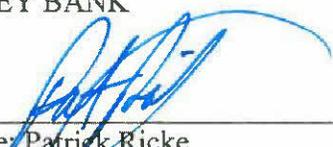
Upon the payment by us to you of the Stated Amount, this Letter of Credit shall automatically terminate.

This Letter of Credit shall be governed by and construed in accordance with the International Standby Practices, ICC publication No. 590 ("ISP 98"), and, to the extent not inconsistent therewith, the laws of the State of Missouri. Any legal proceedings relating to this Letter of Credit shall be brought in the state courts in St. Louis County, Missouri.

This Letter of Credit sets forth in full our undertaking and our undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, other than ISP 98 and any Drawing Certificate referred to herein in the form attached hereto; and any such references shall not be deemed to incorporate herein by reference any document, instrument or agreement.

Very truly yours,

BUSEY BANK

By: 

Name: Patrick Ricke

Title: Vice President

**EXHIBIT A**

**FORM OF DRAWING CERTIFICATE**

February 10, 2020

Busey Bank  
12300 Olive Blvd.  
St. Louis, MO 63141  
Attention: Commercial Documentation Manager and Commercial Loan Operations Director

Re: Drawing Certificate

Ladies and Gentlemen:

The undersigned, City of Lake Saint Louis, Missouri (“Beneficiary”), being first duly sworn, under oath, hereby certifies to Busey Bank, with reference to Letter of Credit No. 6706809014675 (the “Letter of Credit”; all capitalized terms used herein without definition shall have the meanings given such terms in the Letter of Credit) that:

1. This is a Drawing Certificate referred to in the Letter of Credit; the Stated Amount under such Letter of Credit (less any amounts previously drawn) is available to be drawn against presentation of this Drawing Certificate.

2. TAUC Properties LLC (“Developer”) has failed to perform the improvements for the Project known as a Total Access Urgent Care facility located within the City of Lake Saint Louis, St. Charles, County, Missouri, a subdivision of the City of Lake Saint Louis, St. Charles County, Missouri.

3. Beneficiary is making a demand for payment under the Letter of Credit in the amount of \$[\_\_\_\_\_].

Please wire transfer the funds to the following account:

Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account name: \_\_\_\_\_  
Account No.: \_\_\_\_\_

[Signature Page Follows]



**EXHIBIT B**

**FORM OF DRAWING CERTIFICATE**

\_\_\_\_\_, 20\_\_

Busey Bank  
12300 Olive Blvd.  
St. Louis, MO 63141  
Attention: Commercial Documentation Manager and Commercial Loan Operations Director

Re: Drawing Certificate

Ladies and Gentlemen:

The undersigned, [insert Beneficiary name] (“Beneficiary”), being first duly sworn, under oath, hereby certifies to Busey Bank, with reference to Letter of Credit No. [insert LOC # \_\_\_\_\_] (the “Letter of Credit”; all capitalized terms used herein without definition shall have the meanings given such terms in the Letter of Credit) that:

1. This is a Drawing Certificate referred to in the Letter of Credit; the Stated Amount under such Letter of Credit (less any amounts previously drawn) is available to be drawn against presentation of this Drawing Certificate.
2. Beneficiary has received notice from Busey Bank that the Letter of Credit will not be extended and the amount specified in Section 3 below remains outstanding under the Letter of Credit.
3. Beneficiary is making a demand for payment under the Letter of Credit in the amount of \$ \_\_\_\_\_.

Please wire transfer the funds to the following account:

Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account name: \_\_\_\_\_  
Account No.: \_\_\_\_\_

[Signature Page Follows]



RESOLUTION NO. 03-02-20 (1)

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT APPLICATION REQUESTING FUNDS FROM THE MISSOURI HIGHWAY SAFETY DIVISION ON BEHALF OF THE CITY OF LAKE SAINT LOUIS FOR OCCUPANT PROTECTION.

WHEREAS, Missouri Highway Safety Division provides funding for officer and supervisor overtime through their Special Enforcement Program; and

WHEREAS, this manpower funding does not require any matching expenditure by the City of Lake Saint Louis; and

WHEREAS, the Lake Saint Louis Police Department has been asked to participate in multiple traffic enforcements; and

WHEREAS, the Missouri Highway Safety Division requires the Mayor or Chief of Police to sign the aforementioned grant application, marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Mayor and Board of Aldermen have determined that it is necessary, desirable and in the best interest of the City to make application for the aforementioned program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN, that the Mayor or Chief of Police is hereby authorized to execute the grant application, Exhibit "A", affixed hereto.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2020)

<b>Agency:</b>	Lake St. Louis Police Dept.	<b>Agency ORI#:</b>	MO0920900
<b>Address:</b>	200 Civic Center Drive	<b>Federal Tax ID#:</b>	431176366
		<b>DUNS #:</b>	843190310
<b>City:</b>	Lake St. Louis	<b>State:</b>	MO
		<b>Zip:</b>	63367-3028
		<b>County:</b>	St. Charles
<b>Phone:</b>	636-625-8018	<b>Fax:</b>	636-625-1428
<b>Contact:</b>	Officer Garrett Henson	<b>Email:</b>	ghenson@lakesaintlouis.com
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	14,545
<b>Targeted Population:</b>	All Drivers		

**Project activity for which your agency is requesting funding:**

Occupant Protection

<b>Project Title:</b>	Occupant protection	<b>Requested Amount:</b>	\$9,000.00
<b>Brief Description:</b>	Occupant Protection		

\_\_\_\_\_  
Christopher DiGiuseppi  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

\_\_\_\_\_  
Chief Of Police  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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During 2013-2017, 63.0 percent of drivers and occupants killed in crashes in Missouri were unrestrained. The number of unrestrained teens killed in Missouri crashes during the last five years is even higher - 72.7 percent. When analyzing only the pickup truck drivers and occupants, 76.2 percent of those killed during the last five years were unrestrained. Missouri's observed safety belt use rate of 87 percent in 2018 is below the national average of 90 percent. Missouri conducts a statewide observational safety belt survey annually, a teen safety belt survey biennially, and a child passenger and commercial motor vehicle safety belt use survey alternately when funds are available.

The child safety seat and commercial motor vehicle driver safety belt use surveys are conducted periodically. Teen safety belt use is of particular concern. This group's safety belt use was 15.8 percent lower than the 2018 overall use rate.

Properly wearing a safety belt or using a child restraint is the single most effective way to prevent death and reduce injuries in a crash. According to the National Highway Traffic Safety Administration, safety restraint systems, when utilized correctly, reduce the risk of fatal injuries to front-seat passenger vehicle occupants by 45 percent and reduce the risk of moderate-to-critical injuries by 50 percent. For occupants of light trucks, using safety belts lower the risk of fatal injuries by 60 percent and moderate-to-critical injuries by 65 percent.

During FY2016-2018, there were 1355 total crashes within the Lake St. Louis City Limits. Of these 1355 crashes 36 were alcohol crashes, 214 crashes were related to speeding, 264 crashes were related to distracted driving (a trend that is on the rise), and 36 crashes where seat belts were not used.

The result of these crashes were 584 injured with 20 receiving disabling injuries and 5 fatalities.

During the last several years the City of Lake St. Louis has experienced an increase of traffic on the roadways. With a city of approximate 9 square miles, there has been an increase in traffic due to the influx of population moving into the area. The city of Lake St. Louis has 2 major Interstates (I-70 and I-64) within its jurisdiction. The Highway 364/Page Extension was complete and created an increases in traffic flow within the city of Lake St. Louis. The Lake St. Louis Police Department had an increase in traffic crashes in 2019.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of 3.26 percent in unrestrained passenger vehicle occupant fatalities from 2013 to 2017, Missouri is projecting 390.2 five-year average unrestrained passenger vehicle occupant fatalities by December 31, 2020.

### Other Performance Measure Goals

1. Increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles 1 percentage point annually from the 2018 calendar base year rate of 87% to 89% by December 31, 2020.

To reduce the number of injury related crashes from 584 in the previous 3 year reporting period. To reduce the number of property related crashes from 1096 in the previous 3 year reporting period.

## PROJECT DESCRIPTION

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The Lake St. Louis Police Department will conduct multiple Occupant Protection Patrols within the 2021 Fiscal year, within the city limits of Lake St. Louis. The purpose of the patrols is to enforce, inform, and educate drivers on the roadways the importance of wearing seat belts and utilizing child restraint systems.

In 2015 the City of Lake St. Louis enacted a Primary Seat Belt Ordinance.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  Manpower issues from time to time have made funding difficult to use	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	27
19 Total number of speeding citations written by your agency.	398
20 Total number of HVM citations written by your agency.	637
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	41
23 Total number of warnings issued.	2247

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	1355
25 Total number of traffic crashes resulting in a fatality.	5
26 Total number of traffic crashes resulting in a serious injury.	20
27 Total number of speed-related traffic crashes.	214
28 Total number of speed-related traffic crashes resulting in a fatality.	1
29 Total number of speed-related traffic crashes resulting in a serious injury.	6
30 Total number of alcohol-related traffic crashes.	36
31 Total number of alcohol-related traffic crashes resulting in a fatality.	2
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33 Total number of unbuckled fatalities.	3
34 Total number of unbuckled serious injuries.	3

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	36
36 Total number of commissioned patrol and traffic officers.	23
37 Total number of commissioned law enforcement officers available for overtime enforcement.	21
38 Total number of vehicles available for enforcement.	10

39 Total number of radars/lasers.	14
40 Total number of in-car video cameras.	10
41 Total number of PBTs.	5
42 Total number of Breath Instruments.	1

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.	
City Limits of Lake St. Louis	
44 Enter the number of enforcement periods your agency will conduct each month.	2
45 Enter the months in which enforcement will be conducted.	
Throughout the year	
46 Enter the days of the week in which enforcement will be conducted.	
Primarily Monday through Saturday	
47 Enter the time of day in which enforcement will be conducted.	
From 0900 to 1900 hours	
48 Enter the number of officers assigned during the enforcement period.	2
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
N/A	

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lake St. Louis Police Department will evaluate the success by comparing the numbers from past years to future years.

## ADDITIONAL FUNDING SOURCES

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None

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Occupant Protection	200	\$45.00	\$9,000.00	\$0.00	\$9,000.00
					\$9,000.00	\$0.00	\$9,000.00
<b>Total Contract</b>					<b>\$9,000.00</b>	<b>\$0.00</b>	<b>\$9,000.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	City Authorization Form	Resolution for Grants (Ehhibit C) 2021.doc	02/13/2020

RESOLUTION NO. 03-02-20 (2)

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT APPLICATION REQUESTING FUNDS FROM THE MISSOURI HIGHWAY SAFETY DIVISION ON BEHALF OF THE CITY OF LAKE SAINT LOUIS FOR HAZARDOUS MOVING VIOLATION.

WHEREAS, Missouri Highway Safety Division provides funding for officer and supervisor overtime through their Special Enforcement Program; and

WHEREAS, this manpower funding does not require any matching expenditure by the City of Lake Saint Louis; and

WHEREAS, the Lake Saint Louis Police Department has been asked to participate in multiple traffic enforcements; and

WHEREAS, the Missouri Highway Safety Division requires the Mayor or Chief of Police to sign the aforementioned grant application, marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Mayor and Board of Aldermen have determined that it is necessary, desirable and in the best interest of the City to make application for the aforementioned program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN, that the Mayor or Chief of Police is hereby authorized to execute the grant application, Exhibit "A", affixed hereto.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2020)

<b>Agency:</b>	Lake St. Louis Police Dept.	<b>Agency ORI#:</b>	MO0920900
<b>Address:</b>	200 Civic Center Drive	<b>Federal Tax ID#:</b>	431176366
		<b>DUNS #:</b>	843190310
<b>City:</b>	Lake St. Louis	<b>State:</b>	MO
		<b>Zip:</b>	63367-3028
		<b>County:</b>	St. Charles
<b>Phone:</b>	636-625-8018	<b>Fax:</b>	636-625-1428
<b>Contact:</b>	Officer Garrett Henson	<b>Email:</b>	ghenson@lakesaintlouis.com
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	14,545
<b>Targeted Population:</b>	All Drivers		

**Project activity for which your agency is requesting funding:**

Hazardous Moving Violation

<b>Project Title:</b>	Hazardous Moving Violation	<b>Requested Amount:</b>	\$11,250.00
<b>Brief Description:</b>	Hazardous Moving Violations		

\_\_\_\_\_  
Christopher DiGiuseppi  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

\_\_\_\_\_  
Chief Of Police  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 52 percent of fatalities and 45 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed-related.

During FY2016-2018, there were 1355 total crashes within the Lake St. Louis City Limits. Of these 1355 crashes 36 were alcohol crashes, 214 crashes were related to speeding, 264 crashes were related to distracted driving (a trend that is on the rise), and 36 crashes where seat belts were not used.

The result of these crashes were 584 injured with 20 receiving disabling injuries and 5 fatalities.

During the last several years the City of Lake St. Louis has experienced an increase of traffic on the roadways. With a city of approximate 9 square miles, there has been an increase in traffic due to the influx of population moving into the area. The city of Lake St. Louis has 2 major Interstates (I-70 and I-64) within its jurisdiction. The Highway 364/Page Extension was complete and created an increases in traffic flow within the city of Lake St. Louis. The Lake St. Louis Police Department had an increase in traffic crashes in 2019.

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of 2.47 percent in aggressive driving related fatalities from 2013 to 2017, Missouri is projecting 350.0 five-year average aggressive driving related fatalities by December 31, 2020.

To reduce the number of injury related crashes from 584 in the previous 3 year reporting period. To reduce the number of property related crashes from 1096 in the previous 3 year reporting period.

## PROJECT DESCRIPTION

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The Lake St. Louis Police Department will conduct multiple Hazardous Moving Violation Patrols within the 2021 Fiscal Year. The purpose of the patrols is to reduce the threat of serious injury/ and or death to drivers, due to hazardous driving.

The Lake St. Louis Police Department recognized the increase of Hazardous Driving due to Distracted Driving. The City of Lake St. Louis passed a Distracted Driving Ordinance in order to help prevent serious injuries/ and or death on the roadways.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  Manpower issues from time to time have made using funding difficult	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	27
19 Total number of speeding citations written by your agency.	398
20 Total number of HVM citations written by your agency.	637
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	41
23 Total number of warnings issued.	2247

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	1355
25 Total number of traffic crashes resulting in a fatality.	5
26 Total number of traffic crashes resulting in a serious injury.	20
27 Total number of speed-related traffic crashes.	214
28 Total number of speed-related traffic crashes resulting in a fatality.	1
29 Total number of speed-related traffic crashes resulting in a serious injury.	6
30 Total number of alcohol-related traffic crashes.	36
31 Total number of alcohol-related traffic crashes resulting in a fatality.	2
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33 Total number of unbuckled fatalities.	3
34 Total number of unbuckled serious injuries.	5

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	36
36 Total number of commissioned patrol and traffic officers.	23
37 Total number of commissioned law enforcement officers available for overtime enforcement.	21
38 Total number of vehicles available for enforcement.	10

39 Total number of radars/lasers.	14
40 Total number of in-car video cameras.	10
41 Total number of PBTs.	5
42 Total number of Breath Instruments.	1

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.	
City limits of Lake St. Louis	
44 Enter the number of enforcement periods your agency will conduct each month.	2
45 Enter the months in which enforcement will be conducted.	
Throughout the year	
46 Enter the days of the week in which enforcement will be conducted.	
Primarily Monday through Saturday	
47 Enter the time of day in which enforcement will be conducted.	
Between 0900 hours, and 1900 hours	
48 Enter the number of officers assigned during the enforcement period.	2
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
None	

## PROJECT EVALUATION

---

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lake St. Louis Police Department will evaluate the success by comparing the numbers from past years to future years.

## ADDITIONAL FUNDING SOURCES

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None

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Hazardous Moving Violation	250	\$45.00	\$11,250.00	\$0.00	\$11,250.00
					\$11,250.00	\$0.00	\$11,250.00
<b>Total Contract</b>					<b>\$11,250.00</b>	<b>\$0.00</b>	<b>\$11,250.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	City Authorization Form	Resolution for Grants (Exhibit B) 2021.doc	02/13/2020

RESOLUTION NO. 03-02-20 (3)

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT APPLICATION REQUESTING FUNDS FROM THE MISSOURI HIGHWAY SAFETY DIVISION ON BEHALF OF THE CITY OF LAKE SAINT LOUIS FOR DWI ENFORCEMENT.

WHEREAS, Missouri Highway Safety Division provides funding for officer and supervisor overtime through their Special Enforcement Program; and

WHEREAS, this manpower funding does not require any matching expenditure by the City of Lake Saint Louis; and

WHEREAS, the Lake Saint Louis Police Department has been asked to participate in multiple traffic enforcements; and

WHEREAS, the Missouri Highway Safety Division requires the Mayor or Chief of Police to sign the aforementioned grant application, marked Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Mayor and Board of Aldermen have determined that it is necessary, desirable and in the best interest of the City to make application for the aforementioned program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN, that the Mayor or Chief of Police is hereby authorized to execute the grant application, Exhibit "A", affixed hereto.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk



**Highway Safety and Traffic Division  
TRAFFIC ENFORCEMENT APPLICATION  
October 01, 2020 through September 30, 2021**

Highway Safety and Traffic Division  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

(Application due by March 01, 2020)

<b>Agency:</b>	Lake St. Louis Police Dept.	<b>Agency ORI#:</b>	MO0920900				
<b>Address:</b>	200 Civic Center Drive	<b>Federal Tax ID#:</b>	431176366				
		<b>DUNS #:</b>	843190310				
<b>City:</b>	Lake St. Louis	<b>State:</b>	MO	<b>Zip:</b>	63367-3028	<b>County:</b>	St. Charles
<b>Phone:</b>	636-625-8018	<b>Fax:</b>	636-625-1428				
<b>Contact:</b>	Officer Garrett Henson	<b>Email:</b>	ghenson@lakesaintlouis.com				
<b>Jurisdiction:</b>	Urban	<b>Jurisdiction Population:</b>	14,545				
<b>Targeted Population:</b>	Impaired Drivers						

**Project activity for which your agency is requesting funding:**  
  
DWI Enforcement

<b>Project Title:</b>	DWI	<b>Requested Amount:</b>	\$11,500.00
<b>Brief Description:</b>	DWI		

\_\_\_\_\_  
Christopher DiGiuseppi  
**Authorizing Official**

\_\_\_\_\_  
**Authorizing Official Signature**

\_\_\_\_\_  
Chief Of Police  
**Authorizing Official Title**

## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 24.2 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.4 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

During FY2016-2018, there were 1355 total crashes within the Lake St. Louis City Limits. Of these 1355 crashes 36 were alcohol crashes, 214 crashes were related to speeding, 264 crashes were related to distracted driving (a trend that is on the rise), and 36 crashes where seat belts were not used.

The result of these crashes were 584 injured with 20 receiving disabling injuries and 5 fatalities.

The Lake St. Louis Police Department conducts DWI Enforcement throughout the year within the city limits of Lake St. Louis

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of .82 percent in alcohol-impaired driving involved fatalities from 2013 to 2017, Missouri is projecting 255.1 five-year average alcohol-impaired driving involved fatalities by December 31, 2020.

### Other Performance Measure Goals

1. Decrease alcohol-impaired driving involved serious injuries by 4.59 percent annually, resulting in a five-year average alcohol-impaired driving involved serious injury goal of 485.5 by December 31, 2020.

The Goal of the Lake St. Louis Police Department is to continue to lower the total number of alcohol related crashes within the city limits of Lake St. Louis and St. Charles County as a whole.

## PROJECT DESCRIPTION

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The Lake St. Louis Police Department will conduct multiple DWI Enforcement Patrols throughout the 2021 fiscal year within the city limits of Lake St. Louis

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
<b>You must answer the following questions.</b>	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  Manpower issues from time to time have created a short use of grant funding	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

**Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.**

18 Total number of DWI violations written by your agency.	27
19 Total number of speeding citations written by your agency.	398
20 Total number of HVM citations written by your agency.	637
21 Total number of child safety/booster seat citations written by your agency.	4
22 Total number of safety belt citations written by your agency.	41
23 Total number of warnings issued.	2247

**Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.**

24 Total number of traffic crashes.	1355
25 Total number of traffic crashes resulting in a fatality.	5
26 Total number of traffic crashes resulting in a serious injury.	20
27 Total number of speed-related traffic crashes.	214
28 Total number of speed-related traffic crashes resulting in a fatality.	1
29 Total number of speed-related traffic crashes resulting in a serious injury.	6
30 Total number of alcohol-related traffic crashes.	36
31 Total number of alcohol-related traffic crashes resulting in a fatality.	2
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	0
33 Total number of unbuckled fatalities.	3
34 Total number of unbuckled serious injuries.	3

**Enter your agency's information below.**

35 Total number of commissioned law enforcement officers.	36
36 Total number of commissioned patrol and traffic officers.	23
37 Total number of commissioned law enforcement officers available for overtime enforcement.	21
38 Total number of vehicles available for enforcement.	10

39 Total number of radars/lasers.	14
40 Total number of in-car video cameras.	10
41 Total number of PBTs.	5
42 Total number of Breath Instruments.	1

**The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.**

43 Identify primary enforcement locations.	
City Limits of Lake St. Louis	
44 Enter the number of enforcement periods your agency will conduct each month.	2
45 Enter the months in which enforcement will be conducted.	
Throughout the year	
46 Enter the days of the week in which enforcement will be conducted.	
Primarily Wednesday through Saturday	
47 Enter the time of day in which enforcement will be conducted.	
After 2000 hours in the evening and until 0300 to 0500 hours, in the morning.	
48 Enter the number of officers assigned during the enforcement period.	2
49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.	
N/A	

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lake St. Louis Police Department will evaluate the success by comparing the numbers from past years to future years.

## ADDITIONAL FUNDING SOURCES

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None

**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>	<b>Match</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	DWI Enforcement	250	\$46.00	\$11,500.00	\$0.00	\$11,500.00
					<b>\$11,500.00</b>	<b>\$0.00</b>	<b>\$11,500.00</b>
<b>Total Contract</b>					<b>\$11,500.00</b>	<b>\$0.00</b>	<b>\$11,500.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	City Authorization Form	Resolution for Grants (Exhibit A) 2021.doc	02/13/2020

RESOLUTION NO. 03-02-20 (4)

A RESOLUTION AUTHORIZING CITY OFFICIALS TO SUBMIT A GRANT APPLICATION REQUESTING FUNDS FROM THE WALMART FOUNDATION ON BEHALF OF THE CITY OF LAKE SAINT LOUIS, MISSOURI FOR THE SHOP WITH A COP PROGRAM.

WHEREAS, Walmart's mission is to create opportunities so people can live better; and

WHEREAS, central to their commitment to operating globally and giving back locally are the community grants they award to local organizations around the globe; and

WHEREAS, City staff has requested authorization to submit an application requesting \$1000 to participate in a Shop with A Cop community outreach event; and

WHEREAS, the Mayor and Board of Aldermen have determined that it is necessary, desirable and in the best interest of the City to make application for the aforementioned program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN for the City of Lake Saint Louis, Missouri as follows:

**SECTION 1. Application Form.** The Board of Aldermen authorizes staff to submit an online grant application on behalf of the City of Lake Saint Louis. Community Grant Guidelines with a grant cycle beginning February 1, 2020 and ending December 31, 2020 marked Exhibit "A" and attached hereto, is approved as to form.

**SECTION 2. Further Action.** The Mayor, City Administrator and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this resolution, and to execute and deliver, for and on behalf of the City, all documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

**SECTION 3. Effectiveness.** This Resolution shall take effect and be in full force from and after its passage by the Board of Alderman and approval by the Mayor.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk



## How We Give

# Local Community Grants



Local Community Grants | Northwest Arkansas Grants

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Our local community grants are awarded through an open application process and provide funding directly from Walmart and Sam's Club facilities to local organizations in the U.S. Don't know how to determine your local facility? Don't worry, the application will assist you.

## Guidelines

- Local Community grants range from a minimum of **\$250** to a maximum of **\$5,000**.
- Eligible nonprofit organizations must operate on the local level (or be an affiliate/chapter of a larger organization that operates locally) and directly benefit the service area of the facility from which they are requesting funding.
- The 2020 grant cycle begins **Feb. 1, 2020** and the application deadline is **Dec. 31, 2020**.
- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end

- The 2020 grant cycle begins **Feb. 1, 2020** and the application deadline is **Dec. 31, 2020**.
- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.
- Organizations may only submit a total number of 25 applications and/or receive up to 25 grants within the 2020 grant cycle.

## Eligibility Checklist

Organizations applying must meet one of following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conducting activities within the United States (excluding nationally sponsored organizations, such as American Cancer Society, American Diabetes Association, American Heart Association, Children’s Miracle Network and United Way)
- A recognized government entity: state, county or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes
- A K-12 public or nonprofit private school, charter school, community/junior college, state/private college or university; or a church or other faith-based organization with a proposed project that benefits the community at large, such as food pantries, soup kitchens and clothing closets.

## Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests.
- Each facility manager may set the frequency and process in which application determinations are made.



In the event of being awarded a grant, organizations should contact the local facility from which funds were awarded in order to schedule a formal recognition event.

**All grant applications are made subject to review of the organization's reputation and activities and its agreement to comply with applicable terms and conditions. Submission of an application does not guarantee funding. Funding exclusions include: organizations that deny service, membership or other involvement on the basis of race, religion, color, sex, sexual orientation, gender identity, age, national origin, ancestry, citizenship, veteran, or disability status.**



[SUBMIT A LOCAL COMMUNITY GRANT APPLICATION](#)

[Our Work »](#)

[Governance and Values »](#)

[Grantseeker Resources »](#)

# Memorandum



**To:** Chief DiGiuseppi,

**CC:**

**From:** P.O. Susie Ochs 285 *180285*

**Date:** 2/13/2020

**Re:** Request to Submit Grant Application

---

The Community Grant cycle for the Walmart Foundation should be opening soon. I would like permission to apply for a \$1,500 grant for a Shop With A Cop program to take place in December 2020. This would allow us to continue to allow for officers from our department to shop at Walmart with youth in need from our area for Christmas gifts.

I have attached an overview of the Community Grant Guidelines.

Thank you for your consideration.

RESOLUTION NO. 03-02-20 (5)

A RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS THAT NO LONGER HAVE ANY VALUE AND HAVE EXCEEDED THEIR RETENTION REQUIREMENT.

Be it resolved by the Board of Aldermen for the City of Lake Saint Louis, Missouri as follows:

**WHEREAS**, it has been determined by the Custodian of Records that certain records no longer have administrative, legal, fiscal, research or historical value; and

**WHEREAS**, said records are listed in the Missouri Records Manual, and the minimum retention period for the records has been exceeded; and

**WHEREAS**, to allow more space for operations, reduce storage costs, allow for easier access to needed records and to provide a better environment for records which must be legally retained or which have historic or research value for the public, the Board of Aldermen wishes to authorize the destruction of said records; and

**WHEREAS**, a copy of the proposed resolution has been made available for public inspection prior to its consideration by the Board of Aldermen.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE SAINT LOUIS, ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

SECTION 1: The Board of Aldermen hereby authorizes the destruction and disposal of records specifically listed in Exhibit "A" attached hereto and made a part hereof.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
Kathy Schweikert, Mayor

ATTEST: \_\_\_\_\_  
Donna F. Daniel, City Clerk



POLICE DEPARTMENT  
Christopher A. DiGiuseppi  
Chief of Police

## REQUEST FOR DESTRUCTION OF RECORDS

The following is a list of reports that have met the requirements regarding retention and destruction of records as prescribed in the Police Clerks Records Retention Schedule and the General Records Retention Schedule, published by the Missouri Secretary of State.

It is requested the reports, logs, and recordings listed below be authorized for destruction in accordance with RSMO 109.255.

Requested by: Kristine Westhoff Approved by: Christopher A. DiGiuseppi  
Kristine Westhoff, Records Clerk Christopher A. DiGiuseppi, Chief of Police

**Non-Felony Incident Reports/Files** that document an alleged violation of law or ordinance prior to 2015, excluding DWI reports.

**Felony Incident Reports** that document an alleged violation of law or ordinance prior to 2015, excluding Class A Felonies and Sex Crimes involving a minor.

**Non-Criminal Incident Reports/Files** that document an incident that is not criminal in nature prior to 2018.

**Accident Reports** documenting an accident on public property or highway prior to the year 2015, unless involved in felony case or DWI related.

**UCR/MIBRS/NIBRS Reports** prior to 2017.

**Subpoenas** issued prior to 2016.

**Arrest Records** or anything documenting an arrest prior to 2015.

**Administrative Reports** documenting Desk Book Logs, UCR Reports prior to 2016

**Racial Profiling Reports** prior to 2018.

**VIN Verification forms** prior to 2018.

**Juvenile Missing Person/Juvenile Runaway Reports** documenting a Juvenile missing or Juvenile runaway located safely or deceased in a non-suspicious manner prior to 2016.

**Logs** that keep record of daily, weekly or monthly activities prior to 2015.

**Dispatch** records pertaining to computer aided files, incident reports; voice logged tapes, watch logs prior to 2016.

**Juvenile Reports** non-sexual in nature where the suspect has exceeded the age of 18 prior to the year 1999.

**Audio Video Recordings** Car Audio/Video Recording, Booking Surveillance and Surveillance prior to 2017.

**Voiced Logged Tapes** 911 and phone recordings prior to 2017.

**Employment Recruitment and Selection Records** Announcement records, position descriptions, test and rating records, and unsuccessful applications prior to 2015.

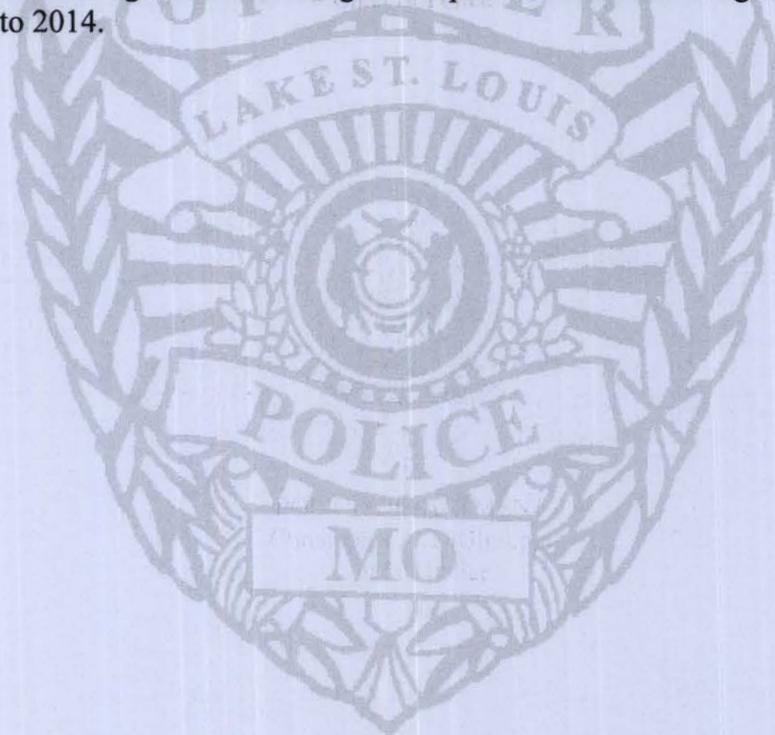


POLICE DEPARTMENT  
Christopher A. DiGiuseppi  
Chief of Police

## REQUEST FOR DESTRUCTION OF RECORDS CONT.

**Internal Affairs Records--Complaints** Records that document complaints that lead to internal investigations which may contain a written complaint, notes on investigations and final resolution. Documents containing internal investigative reports and other investigative material related to incident prior to 2014.

**Internal Affairs Records--Investigation File & Use of Force Reports** which may include date, time, location, description of incident; reports and other investigative materials related to the incident, number involved, whether or not an arrest was made; injuries to officer, type of force used, injuries to subject and the condition, narrative of episode, chain of command review sign-offs. Documents containing internal investigative reports and other investigative material related to incident prior to 2014.



March 2, 2020

## SUPPLEMENTAL PACKET

The following items are submitted for your review and information:

1. Early Checks and EFT's
2. Architectural Review Board Agenda – February 18, 2020

## Barb Mennemeier

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**From:** Renee Camp  
**Sent:** Thursday, February 20, 2020 11:55 AM  
**To:** Barb Mennemeier  
**Subject:** RE: Early AP Checks 2/20/2020

yes

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**From:** Barb Mennemeier <BMennemeier@LakeSaintLouis.com>  
**Sent:** Thursday, February 20, 2020 11:55 AM  
**To:** Renee Camp <rcamp@lakesaintlouis.com>  
**Subject:** Early AP Checks 2/20/2020

Renee:

May I process Early payments to the following vendors?

Amazon-Finance office supplies \$176.94  
Cuivre River Electric (12/31/19-2/9/2020) \$15,886.09  
Leaf (CH copier lease) \$236.04  
Spire-PW 1/13-2/10/20 \$799.24  
Spire-CH 1/10-2/9/20 \$417.23

Thank you.

*Barb Mennemeier*  
[BMennemeier@LakeSaintLouis.com](mailto:BMennemeier@LakeSaintLouis.com)  
City of Lake Saint Louis  
Finance Department  
636-625-7947 Office  
636-625-1427 Fax

**CITY OF LAKE SAINT LOUIS  
ARCHITECTURAL REVIEW BOARD  
FEBRUARY 18, 2020  
REGULAR MEETING  
8:30 A.M.  
AGENDA**

CALL TO ORDER:

ROLL CALL:

PRESENT

ABSENT

JUDITH WESTERMANN

\_\_\_\_\_

\_\_\_X\_\_\_

JOYCE COREY

\_\_\_X\_\_\_

\_\_\_\_\_

ROBIN ROLLINS, ALTERNATE

\_\_\_X\_\_\_

\_\_\_\_\_

VACANT, ALTERNATE

VACANT, ALTERNATE

Mike Pavlakes, Chief Building Official

Michelle Debord, Permit Technician

MINUTES FROM: February 4, 2020

**APPROVED**

PUBLIC COMMENT

TABLED

OLD BUSINESS

ARCHITECTURAL REVIEW BOARD  
FEBRUARY 18, 2020  
REGULAR MEETING  
AGENDA

NEW BUSINESS

ITEM 1  
Paragon Custom Homes                      Lot 4, Village at Stonecrest                      New Residence  
106 Wolf Den Ct.

APPROVED

ITEM 2  
Anissa Witherspoon                      Lot 15, Moorings #2                      Pool & Fence  
15 Forest Knoll Cir.

APPROVED

ITEM 3  
McBride                      Mill Creek                      New Models for Subdivision  
Maple Expanded  
Sequoia  
Nottingham  
Hermitage II  
Pin Oak  
Hickory

TABLED

ITEM 4  
MH Thornton Homes                      Lot 2, Cedar Springs                      Colors and Site Plan  
108 Cedar Springs Ct.                      for Previously Approved  
Camden Model

APPROVED

BOARD DISCUSSION

STAFF DISCUSSION

ADJOURNMENT

**FINANCIAL SUPPLEMENT TO BOARD OF ALDERMEN PACKET**

**BOARD OF ALDERMEN**

**03/02/20**

- A. Budget Transfer
- B. Warrant

Renee Camp, Finance Director  
2/26/20

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
<b>6/30/19 General Fund Balance</b>										\$	<b>4,730,477</b>	<b>(not including deduction for prepaid balance or expenses carried forward to 19/20)</b>	
<b>FY 19/20 original net budgeted revenue</b>										\$	<b>132</b>		
1E	4004	7/1/2019	3,424.92					101-020-6050	Other Contracted Services	(3,424.92)	Land Use Regs/Zoning Map Update	\$ (3,424.92)	
2E	4004	7/1/2019	37,424.70					101-011-6045	Software - Incode	(37,424.70)	Software Support	\$ (37,424.70)	
3E	4004	7/1/2019					40,651.00	601-060-9221	I-64 Rock Wall Monument		Highway Monument Sign		\$ (40,651.00)
4E	4004	7/1/2019	46,717.63					101-030-9100	Purchases - Equipment	(46,717.63)	Motorola Point to Point Radio System	\$ (46,717.63)	
5E	4004	7/1/2019	6,000.00					101-010-8500	Community Relations	(6,000.00)	Street Banner Project	\$ (6,000.00)	
6E	4004	7/1/2019	36,000.00					101-080-9100	Capital	(36,000.00)	Flat Work-City Hall & Public Works	\$ (36,000.00)	
7	N/A	7/15/2016	3,000.00 (3,000.00)					101-011-9100 101-011-6044	Capital Equipment Contracted Services		Cover cost of VMWare host & switch refresh		
8	4014	8/5/2019					15,339.00	601-060-9221	Highway Monument Sign	-	Denial of original location - new location requires		
9	4014	8/5/2019	304.00 (304.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol Drug Cost Reimbursement	-	Use 1922 Escrow to cover cost of drug testing for impaired driving cases		
10	4014	8/5/2019	4,000.00 (4,000.00)					101-010-6050 101-000-3920	Other contracted services Miscellaneous revenue	-	SLAIT wellness grant revenue/expense		
11E	4014	8/5/2019					10,524.00	601-060-9226	New Parks Study	-	New park study to be completed in 19/20		\$ (10,524.00)
12	4014	8/5/2019	10,000.00 (10,000.00)					101-010-5120 101-000-3419	Printing Other Grants	-	Grant from St. Louis/Jefferson Solid Waste Management Distr. To promote recycling.		
13	4026	8/19/2019	254.00 (254.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol Drug Cost Reimbursement	-	Use 1922 Escrow to cover cost of drug testing for impaired driving cases		
14E	4031	9/3/2019	72,445.00					101-050-9000	Truck	(72,445.00)		(72,445.00)	
15E	4031	9/3/2019	3,095.00					101-060-9100	Pitching Mound	(3,095.00)		(3,095.00)	
16	4031	9/3/2019					8,820.00	601-050--9709	LSL Blvd North Design	-	Adjust for negotiated design fees and associated		

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A	Ord	Date	Fund 101	Fund 201	Fund 401	Fund 501	Fund 601	Account Number	Account Description	Net \$ Impact	Reason	Rebudget PY	Rebudget PY
No	No	Requested	Amount	Amount	Amount	Amount	Amount			On GF Fund Balance		General Fund	Other Funds
							(7,056.00)	601-000-3440	county grant revenue.				
17	N/A	9/3/2019	151,000.00 (151,000.00)					101-050-9000 101-000-3970	PW Truck Loan Proceeds	-	Add entry for capital addition and lease inflow. Lease prin and interest already budgeted separately.		
18	N/A	9/3/2019	1,120.00 (1,120.00)					101-080-9100 101-050-9100	Equipment Equipment	-	Replace civic center refrigerator.		
19	4043	10/7/2019	(7,760.00)					101-000-3010 201-000-3010	Real Estate Tax Revenue Real Estate Tax Revenue	7,760.00	Adjust taxes based on actual assessed values		
20E	4043	10/7/2019					(68,144.10)	601-000-3464	LSL Blvd RAB County Grant	-	2018/19 unfinished Public Works Projects		68,144.10
							(983,256.00)	601-000-3467	LSL Blvd N Ph 1 Federal Grant				983,256.00
							(369,100.67)	601-000-3468	LSL Blvd N Ph 1 County Grant				369,100.67
							(121,251.82)	601-000-3473	LSL Blvd RAB Federal Grant				121,251.82
							(137,714.78)	601-000-3484	Orf Road - County Grant				137,714.78
							232,176.12	601-050-9112	LSL Blvd RAB Design				(232,176.12)
							146,367.75	601-050-9116	Orf Rd/S Ridge ROW				(146,367.75)
							900,652.51	601-050-9117	Freyemuth Ln ROW & Construction				(900,652.51)
							2,489.40	601-050-9121	Freyemuth Engineering				(2,489.40)
							24,791.50	601-050-9123	2 Picardy - SW Design				(24,791.50)
							35,000.00	601-050-9125	N Henke Exhibits & Acquisition				(35,000.00)
							1,462,869.00	601-050-9127	LSL Blvd N Ph 1 Construction				(1,462,869.00)
							898,894.26	601-050-9207	Asphalt Overlay				(898,894.26)
							791,231.43	601-050-9208	Concrete Panel Replacements				(791,231.43)
1E ADJ	4043	10/7/2019	(3,492.92)					101-020-6050	Other Contracted Services	3,492.92	Land Use Regs/Zoning Map Update	3,492.92	
2E AD	4043	10/7/2019	(11,055.70)					101-011-6045	Software - Incode	11,055.70	Software Support	11,055.70	
5E AD	4043	10/7/2019	(316.00)					101-060-9100	Pitching Mound	316.00		316.00	
21	4043	10/7/2019	122.00 (122.00)					101-030-6050 101-000-3803	Other Contracted Services Alcohol/Drug Cost Reimbursement	-	Use 101-000-1922 to pay DWI lab tests		
22	N/A	10/7/2019	400.00 (400.00)					101-030-4175 101-030-5005	Phone allowance Mobile phone	-	Pay for monthly phone allowance for Lt. Stevens	-	
23	N/A	10/7/2019	5,200.00 398.00 (5,598.00) 5,200.00 398.00					101-020-4120 101-020-4240 101-020-4252 101-050-4120 101-050-4240	PT Salaries (CD intern) FICA Personnel Requested PT Salaries (PW intern) FICA	-	Allocate new positions approved		

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A	Ord	Date	Fund 101	Fund 201	Fund 401	Fund 501	Fund 601	Account Number	Account Description	Net \$ Impact	Reason	Rebudget PY	Rebudget PY
No	No	Requested	Amount	Amount	Amount	Amount	Amount			On GF Fund Balance		General Fund	Other Funds
			(5,598.00)					101-050-4252	Personnel Requested				
			32,731.50					101-030-4100	FT Salaries (PD Sergeant)				
			9,448.50					101-030-4200	Medical Insurance				
			1528					101-030-4240	FICA				
			3273					101-030-4250	LAGERS				
			(46,981.00)					101-030-4252	Personnel Requested				
24	4043	10/7/2019	11,329.35					101-010-4100	SALARIES-FULL TIME	1,882.59	Allocated budgeted salary increases		
			1,280.07					101-010-4120	SALARIES-PART TIME				
			1,526.31					101-010-4130	SALARIES-ELECTED OFFICIALS				
			1,091.40					101-010-4240	SOCIAL SECURITY				
			1,051.89					101-010-4250	LAGERS				
			(192,081.00)					101-010-4251	SALARY ADJUSTMENT-CITYWIDE				
			2,050.47					101-011-4100	SALARIES-FULL TIME				
			157.95					101-011-4240	SOCIAL SECURITY				
			187.89					101-011-4250	LAGERS				
			6,078.57					101-015-4100	SALARIES-FULL TIME				
			465.24					101-015-4240	SOCIAL SECURITY				
			492.60					101-015-4250	LAGERS				
			13,522.26					101-020-4100	SALARIES-FULL TIME				
			1,695.00					101-020-4120	SALARIES-PART TIME				
			1,175.82					101-020-4240	SOCIAL SECURITY				
			1,107.69					101-020-4250	LAGERS				
			73,705.02					101-030-4100	SALARIES-FULL TIME				
			2,093.13					101-030-4120	SALARIES-PART TIME				
			871.83					101-030-4180	SALARIES-HOLIDAYS				
			5,958.15					101-030-4240	SOCIAL SECURITY				
			7,314.21					101-030-4250	LAGERS				
			633.06					101-035-4120	SALARIES-PART TIME				
			48.42					101-035-4240	SOCIAL SECURITY				
			3,144.96					101-040-4100	SALARIES-FULL TIME				
			45.45					101-040-4120	SALARIES-PART TIME				
			246.36					101-040-4240	SOCIAL SECURITY				
			257.16					101-040-4250	LAGERS				
			27,932.61					101-050-4100	SALARIES-FULL TIME				
			2,389.80					101-050-4120	SALARIES-PART TIME				
			2,328.48					101-050-4240	SOCIAL SECURITY				
			2,334.87					101-050-4250	LAGERS				
			10,574.67					101-060-4100	SALARIES-FULL TIME				
			2,045.10					101-060-4120	SALARIES-PART TIME				
			612.00					101-060-4150	SALARIES-SEASONAL				
			833.43					101-060-4151	SALARIES - DAY CAMP				
			1,096.05					101-060-4240	SOCIAL SECURITY				

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A	Ord	Date	Fund 101	Fund 201	Fund 401	Fund 501	Fund 601	Account Number	Account Description	Net \$ Impact	Reason	Rebudget PY	Rebudget PY
No	No	Requested	Amount	Amount	Amount	Amount	Amount			On GF Fund Balance		General Fund	Other Funds
			877.80					101-060-4250	LAGERS				
			969.69					101-080-4100	SALARIES-FULL TIME				
			479.25					101-080-4120	SALARIES - PART TIME				
			113.13					101-080-4240	SOCIAL SECURITY				
			81.27					101-080-4250	LAGERS				
25	4049	10/21/2019					5,000.00	601-060-9243	Spray Pad System Repair	-	Spray pad manifold leaking, replace entire system.		
26	4049	10/21/2019	1,500.00					101-060-6203	Christmas Lights	(1,500.00)	Lighting trees along LSL Blvd and Civic Center requires more lights		
27	4061	12/16/2019					15,000.00	601-060-9226	New Park Study	-	Conceptual plan development for Meadows Park.		
28	4073	1/21/2020	1,000.00					101-030-8502	DARE		Transfer from escrow 1924, walmart donation for Shop with A Cop		
			(1,000.00)					101-000-3418	Other grants				
29	4073	1/21/2020	31,033.50					101-050-6120	Signal Maintenance/Repair	-	Damaged pole, will bill driver's insurance.		
			(31,033.50)					101-000-3921	Insurance Reimbursements				
30	4073	1/21/2020	443.00					101-030-6050	Other Contracted Services	-	Use DWI esrow 1922 to pay for drug tests related to impaired driving cases.		
			(443.00)					101-000-3803	Alcohol/Drug Cost Reimbursement				
31	4073	1/21/2020	2,687.84					101-030-4185	Salaries - OT grants	-	Traffic safety grants 7/13-12/27		
			(2,687.84)					101-000-3415	Police OT grant revenue				
32	N/A	1/21/2020	2,450.00					101-050-4175	Cell phones	-	Smart phone upgrade for maintenance staff to use Pubworks and time sheet applications.		
			(2,450.00)					101-050-5100	Gas and Oil				
33	4073	1/21/2020					2,665.00	601-050-6055	Grant Application Fees	-	Old Hwy N Traffic Signal CMAQ EW Gateway application		
34	4073	1/21/2020					4,355.00	601-050-6055	Grant Application Fees	-	Old Hwy N Ph 2 EW Gateway application		
35	4073	1/21/2020	400,000.00				(400,000.00)	101/601-095-9998	Transfer	(400,000.00)	Transfer fund balance for street projects.		
36	N/A	2/3/2020	7,500.00					101-030-4170	Overtime salaries	-	To pay for overtime paid out to dispatch.		
			(7,500.00)					101-030-4100	Full Time Salaries				
37		3/2/2020					876.00	601-060-9238	Hawk Ridge Pond Bank	-	Quotes higher than originally estimated		
38		3/2/2020					8,534.50	601-050-9109	Cadillac Court Stormwater	-	Quote higher than estimate, covers cost and change order authority		
39	N/A	3/2/2020	2,947.00					101-060-7652	Stonecrest Pond Maint	-	Both fountains broke at Stonecrest unexpectedly. One was		

City of Lake Saint Louis  
 Budget Transfers & Adjustments  
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
			(947.00)					101-060-7601	Flags		repaired and one had to be replaced.		
			(1,000.00)					101-060-5190	Cleaning				
			(1,000.00)					101-060-5150	Landscaping				
40		3/2/2020					14,670.00	601-060-9226	Parks Capital	-	Due diligence survey and Ph 1 environmental for meadows park		
										4,148,508.96	CUMULATIVE BUDGETED ADJUSTMENT IMPACT TO DATE	\$ (190,242.63)	\$ (2,866,179.60)

Mid Year transfer to capital fund - is from transportation sales tax, road & bridge rebate, Missouri gas and vehicle rebates which are restricted for road construction and maintenance purposes.

BOARD OF ALDERMEN

3-02-2020

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DATE</u>	<u>AMOUNT</u>
AP PAYMENTS	(See Attached)	2-20-2020	17,515.54
		2-25-2020	106,901.13
		3-02-2020	40,470.05
		3-04-2020	18,921.55
ACH TRANSFERS		2-25-2020	132,867.40
PAYROLL		2-27-2020	162,573.22
			<hr/> <b>479,248.89</b>

MAYOR  
CITY CLERK



Lake Saint Louis, MO

# Warrant Register 2/20/20 Early Cks

acket: APPKT00342 - 2/20/2020 Early AP Checks

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
<b>Fund: 101 - GENERAL FUND</b>					
<b>Department: 011 - INFO TECHNOLOGY</b>					
LEAF	Ch copier 2/2020 #100-1967	101-011-6130	72563	02/20/2020	236.04
<b>Department 011 - INFO TECHNOLOGY Total:</b>					<b>236.04</b>
<b>Department: 015 - FINANCE</b>					
AMAZON/SYNCB	1/2020 Fin. packs of W2 for	101-015-5110	72560	02/20/2020	98.97
AMAZON/SYNCB	Fin. -packs of 1099 forms & e	101-015-5110	72560	02/20/2020	77.97
<b>Department 015 - FINANCE Total:</b>					<b>176.94</b>
<b>Department: 030 - POLICE</b>					
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 LSL Blvd. T	101-030-5040	72561	02/20/2020	21.70
<b>Department 030 - POLICE Total:</b>					<b>21.70</b>
<b>Department: 050 - PUBLIC WORKS</b>					
SPIRE	1/13-2/10/2020 PW Facility	101-050-5030	72564	02/20/2020	799.24
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Street light	101-050-5010	72561	02/20/2020	10,028.86
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 PW Facility	101-050-5040	72561	02/20/2020	643.60
<b>Department 050 - PUBLIC WORKS Total:</b>					<b>11,471.70</b>
<b>Department: 060 - PARK &amp; RECREATION</b>					
CUIVRE RIVER ELEC.COOP IN	1/8-2/9/2020 Fnd. Ballfields	101-060-5020	72561	02/20/2020	29.96
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Bl.Pk. Pavil	101-060-5040	72561	02/20/2020	307.78
CUIVRE RIVER ELEC.COOP IN	1/8-2/9/2020 Fnd. Restroom	101-060-5040	72561	02/20/2020	178.14
CUIVRE RIVER ELEC.COOP IN	1/8-2/9/2020 Fn. Storage	101-060-5040	72561	02/20/2020	195.82
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Fnd. Pavilli	101-060-5040	72561	02/20/2020	70.98
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/20 Bl.Pk. Aerator	101-060-5040	72561	02/20/2020	334.85
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Zach playg	101-060-5040	72561	02/20/2020	666.45
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Veteran Pk	101-060-5040	72561	02/20/2020	397.96
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Stncrest fo	101-060-5040	72561	02/20/2020	160.45
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/2020 Stncrest Fo	101-060-5040	72561	02/20/2020	175.07
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/20 Saratoga fou	101-060-5040	72561	02/20/2020	345.70
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/20 Bl Pk Fountai	101-060-5040	72561	02/20/2020	32.76
<b>Department 060 - PARK &amp; RECREATION Total:</b>					<b>2,895.92</b>
<b>Department: 080 - PROPERTY MANAGEMENT</b>					
SPIRE	CH Fac 1/10-2/9/20	101-080-5045	72564	02/20/2020	417.23
CUIVRE RIVER ELEC.COOP IN	12/31-1/31/20 CH Fac	101-080-5040	72561	02/20/2020	2,296.01
<b>Department 080 - PROPERTY MANAGEMENT Total:</b>					<b>2,713.24</b>
<b>Fund 101 - GENERAL FUND Total:</b>					<b>17,515.54</b>
<b>Grand Total:</b>					<b>17,515.54</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
101 - GENERAL FUND	17,515.54
<b>Grand Total:</b>	<b>17,515.54</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
101-011-6130	RENT/LEASE EQUIPMEN	236.04
101-015-5110	OFFICE SUPPLIES	176.94
101-030-5040	UTILITIES - ELECTRIC	21.70
101-050-5010	STREET LIGHTS	10,028.86
101-050-5030	UTILITIES-GAS	799.24
101-050-5040	UTILITIES-ELECTRIC	643.60
101-060-5020	BALLFIELD LIGHTS	29.96
101-060-5040	UTILITIES-ELECTRIC	2,865.96
101-080-5040	UTILITIES-ELECTRIC	2,296.01
101-080-5045	UTILITIES - GAS	417.23
<b>Grand Total:</b>		<b>17,515.54</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	17,515.54
<b>Grand Total:</b>	<b>17,515.54</b>



Lake Saint Louis, MO

Warrant Register 2/26/20 EFT's
Packet: APPKT00347 - 2/26/2020 EFT payments

Table with columns: Vendor Name, Description (Item), Account Number, Payment Number, Payment Date, Amount. Includes departmental breakdowns for Fund 101 - GENERAL FUND.

**Fund Summary**

Fund	Expense Amount
101 - GENERAL FUND	106,901.13
<b>Grand Total:</b>	<b>106,901.13</b>

**Account Summary**

Account Number	Account Name	Expense Amount
101-000-0302	VOL VISION INSURANCE	642.73
101-010-4200	MEDICAL INSURANCE	5,047.98
101-011-4200	MEDICAL INSURANCE	1,808.78
101-015-4200	MEDICAL INSURANCE	4,913.58
101-020-4200	MEDICAL INSURANCE	7,358.74
101-030-4200	MEDICAL INSURANCE	50,217.56
101-040-4200	MEDICAL INSURANCE	2,592.04
101-050-4200	MEDICAL INSURANCE	20,507.42
101-060-4200	MEDICAL INSURANCE	12,003.52
101-080-4200	MEDICAL INSURANCE	1,808.78
<b>Grand Total:</b>		<b>106,901.13</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	106,901.13
<b>Grand Total:</b>	<b>106,901.13</b>



Lake Saint Louis, MO

# Warrant Register 3/2Cks&3/4/20Eft

cket: APPKT00351 - 3/2 APCKS & 3/4/2020 EFT's

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
<b>Fund: 101 - GENERAL FUND</b>					
<b>Department: 000 - NON DEPARTMENTAL</b>					
Missouri State Treasurer's O	Report Centurylink unclaime	101-000-3923	72580	03/02/2020	70.00
PWSD #2 OF ST CHAR CO	1/6-1/30/20 Meadow Irrig#4	101-000-1667	72583	03/02/2020	15.45
PWSD #2 OF ST CHAR CO	1/6-1/30/20 Meadows Irrig#	101-000-1667	72583	03/02/2020	15.45
FAMILY SUPPORT	2/27/2020 Garnishment	101-000-1410	72573	03/02/2020	138.47
St Charles Circuit Clerk	2/27/2020 Garnishment	101-000-1410	72585	03/02/2020	122.05
FAMILY SUPPORT	2/27/2020 Garnishment	101-000-1410	72572	03/02/2020	182.31
ERC Building Company	C18-000016 Escr. Meadows/	101-000-1775	72571	03/02/2020	4,123.00
APWA	7/2020-4/2021 Membership	101-000-0540	72565	03/02/2020	729.16
MISSOURI LAWYERS MEDIA	Proj#PZ-20-1 Amend KABP pr	101-000-1765	10923	03/04/2020	88.30
lmo's Pizza	Repl. lost Ck#72364 minus st	101-000-3923	10919	03/04/2020	110.00
<b>Department 000 - NON DEPARTMENTAL Total:</b>					<b>5,594.19</b>
<b>Department: 010 - ADMINISTRATION</b>					
PETTY CASH	2/13/20 SLACMA meeting	101-010-4550	72582	03/02/2020	30.00
PETTY CASH	11/14/19 SLACMA meeting	101-010-4550	72582	03/02/2020	15.00
ARMSTRONG TEASDALE LLP	1/2020 City Attorney meetin	101-010-6000	10914	03/04/2020	750.00
ARMSTRONG TEASDALE LLP	1/2020 Contract & Ordinanc	101-010-6000	10914	03/04/2020	3,026.91
ARMSTRONG TEASDALE LLP	1/2020 Annexation Lawsuits	101-010-6000	10914	03/04/2020	35.00
<b>Department 010 - ADMINISTRATION Total:</b>					<b>3,856.91</b>
<b>Department: 011 - INFO TECHNOLOGY</b>					
CHARTER COMMUNICATION	2/19-3/18/2020 CH Fac fiber	101-011-5000	10915	03/04/2020	1,635.03
CHARTER COMMUNICATION	2/19-3/18/20 PW Fiber	101-011-5000	10915	03/04/2020	606.12
KnowBe4 Inc.	2/20-6/20 Subscription C-0	101-011-4510	10920	03/04/2020	985.08
<b>Department 011 - INFO TECHNOLOGY Total:</b>					<b>3,226.23</b>
<b>Department: 020 - COMMUNITY DEVELOPMENT</b>					
ST LUKE'S WORKPLACE HEAL	CD-pre exam new employee	101-020-6050	10929	03/04/2020	131.00
<b>Department 020 - COMMUNITY DEVELOPMENT Total:</b>					<b>131.00</b>
<b>Department: 030 - POLICE</b>					
St Louis Embroidery	Sample/Special order cap	101-030-4650	72587	03/02/2020	27.50
St Louis Embroidery	PD/Performance Caps	101-030-4650	72587	03/02/2020	682.50
ST LOUIS AREA POLICE CHIEF	2020 membership dues for S	101-030-4600	72586	03/02/2020	50.00
GULF STATES DISTRIBUTORS	AE223J .223 55gr BT	101-030-5210	10918	03/04/2020	4,455.00
ST LUKE'S WORKPLACE HEAL	1/17/2020 PD new Emp. Pre-	101-030-6050	10929	03/04/2020	131.00
FIRESTONE COMPLETE AUTO	PD #CK2Z8N Oil change & n/	101-030-7100	10917	03/04/2020	24.95
FIRESTONE COMPLETE AUTO	PD #CK2Z8N Tire installation	101-030-7200	10917	03/04/2020	30.00
FIRESTONE COMPLETE AUTO	PD #CK2Z8N 3 tires	101-030-7200	10917	03/04/2020	388.53
FIRESTONE COMPLETE AUTO	PD-Flat tire repair & balance	101-030-7100	10917	03/04/2020	16.99
FIRESTONE COMPLETE AUTO	PD #XA6C1U Gas smell-inspe	101-030-7100	10917	03/04/2020	9.99
FIRESTONE COMPLETE AUTO	PD101 oil chg, repl. engine s	101-030-7100	10917	03/04/2020	497.22
FIRESTONE COMPLETE AUTO	PD#106 Wiper Blades	101-030-7100	10917	03/04/2020	37.38
FIRESTONE COMPLETE AUTO	PD-wiper blades	101-030-7100	10917	03/04/2020	37.98
FIRESTONE COMPLETE AUTO	PD-Wiper blades	101-030-7100	10917	03/04/2020	37.98
FIRESTONE COMPLETE AUTO	PD106-Struts,align,brakes	101-030-7100	10917	03/04/2020	603.75
FIRESTONE COMPLETE AUTO	PD#106 Credit adjustment	101-030-7100	10917	03/04/2020	-37.99
FIRESTONE COMPLETE AUTO	PD-CK2Z8N oil change	101-030-7100	10917	03/04/2020	24.00
FIRESTONE COMPLETE AUTO	PD-EAOGZE oil chg & wiper b	101-030-7100	10917	03/04/2020	45.24
ULTIMATE DEFENSE FIRING	PD/Glock Night sight	101-030-5245	10930	03/04/2020	510.00
SIRCHIE FINGERPRINT LABOR	Integrity bags 7.5x10.5 100	101-030-5225	10928	03/04/2020	29.52
SIRCHIE FINGERPRINT LABOR	SecureSwab 2	101-030-5225	10928	03/04/2020	238.90
SIRCHIE FINGERPRINT LABOR	E-Z Peel Tape Red Evidence	101-030-5225	10928	03/04/2020	26.72
SIRCHIE FINGERPRINT LABOR	E-Z Peel BL/WHT Stripe	101-030-5225	10928	03/04/2020	13.72
SIRCHIE FINGERPRINT LABOR	Shipping	101-030-5225	10928	03/04/2020	15.50

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
SIRCHIE FINGERPRINT LABOR	EV INT Tape Biohazard Red	101-030-5225	10928	03/04/2020	27.44
LEON UNIFORM COMPANY I	PD-return uniform pants	101-030-4650	10921	03/04/2020	-54.99
LEON UNIFORM COMPANY I	PD-Womens uniform pants	101-030-4650	10921	03/04/2020	82.50
LEON UNIFORM COMPANY I	PD-Women Cargo pants	101-030-4650	10921	03/04/2020	78.00
LEON UNIFORM COMPANY I	PD-Women's side pocket pan	101-030-4650	10921	03/04/2020	117.99
LEON UNIFORM COMPANY I	short sleeve uniform shirts	101-030-4650	10921	03/04/2020	128.00
LEON UNIFORM COMPANY I	Waterproof duty jacket	101-030-4650	10921	03/04/2020	168.00
LEON UNIFORM COMPANY I	Women uniform pants	101-030-4650	10921	03/04/2020	99.99
LEON UNIFORM COMPANY I	female police rhodium seal	101-030-4650	10921	03/04/2020	17.99
LEON UNIFORM COMPANY I	Reflective transfer	101-030-4650	10921	03/04/2020	11.00
LEON UNIFORM COMPANY I	Raincoat	101-030-4650	10921	03/04/2020	102.00
LEON UNIFORM COMPANY I	Police emblems	101-030-4650	10921	03/04/2020	59.99
LEON UNIFORM COMPANY I	PD Collar pins	101-030-4650	10921	03/04/2020	21.00
LEON UNIFORM COMPANY I	Soft shell jacket	101-030-4650	10921	03/04/2020	110.00
LEON UNIFORM COMPANY I	Whistle chain	101-030-4650	10921	03/04/2020	5.95
LEON UNIFORM COMPANY I	Clip on tie	101-030-4650	10921	03/04/2020	5.99
LEON UNIFORM COMPANY I	uniform pants	101-030-4650	10921	03/04/2020	52.00
LEON UNIFORM COMPANY I	Expansion cap strap	101-030-4650	10921	03/04/2020	8.99
LEON UNIFORM COMPANY I	5 star cap	101-030-4650	10921	03/04/2020	45.50
LEON UNIFORM COMPANY I	H2O red water bottle	101-030-4650	10921	03/04/2020	14.95
LEON UNIFORM COMPANY I	Belt badge holder	101-030-4650	10921	03/04/2020	20.99
LEON UNIFORM COMPANY I	Holder w/cover	101-030-4650	10921	03/04/2020	31.50
LEON UNIFORM COMPANY I	handcuff case	101-030-4650	10921	03/04/2020	32.50
LEON UNIFORM COMPANY I	whistle	101-030-4650	10921	03/04/2020	8.50
LEON UNIFORM COMPANY I	duty belt	101-030-4650	10921	03/04/2020	67.00
LEON UNIFORM COMPANY I	Handcuff strap	101-030-4650	10921	03/04/2020	12.99
LEON UNIFORM COMPANY I	PD-Lined belt buckle	101-030-4650	10921	03/04/2020	67.00
LEON UNIFORM COMPANY I	PD_Holster	101-030-4650	10921	03/04/2020	190.00
LEON UNIFORM COMPANY I	PD-Cargo Pants	101-030-4650	10921	03/04/2020	55.00
OFFICE ESSENTIALS INC.	PD_Boxes Cisel staples	101-030-5110	10926	03/04/2020	30.70
OFFICE ESSENTIALS INC.	PD-Toner	101-030-5110	10926	03/04/2020	590.06
OFFICE ESSENTIALS INC.	PD-1" Blk binders	101-030-5110	10926	03/04/2020	12.14
OFFICE ESSENTIALS INC.	PD 1" wht. binders	101-030-5110	10926	03/04/2020	12.74
OFFICE ESSENTIALS INC.	PD 1 1/2" Blk binders	101-030-5110	10926	03/04/2020	16.84
OFFICE ESSENTIALS INC.	PD 1 1/2" Wt. binders	101-030-5110	10926	03/04/2020	16.70
OFFICE ESSENTIALS INC.	PD 2" Blk binders	101-030-5110	10926	03/04/2020	20.84
OFFICE ESSENTIALS INC.	PD 2" Wt. binders	101-030-5110	10926	03/04/2020	20.84
OFFICE ESSENTIALS INC.	PD-box of padded envelopes	101-030-5110	10926	03/04/2020	104.62
<b>Department 030 - POLICE Total:</b>					<b>10,309.63</b>
<b>Department: 035 - PROSECUTOR</b>					
THE LAMPIN LAW FIRM LLC	March 2020 Prosecuting Atto	101-035-6030	72590	03/02/2020	2,625.00
<b>Department 035 - PROSECUTOR Total:</b>					<b>2,625.00</b>
<b>Department: 050 - PUBLIC WORKS</b>					
WALMART COMMUNITY/GE	PW-Snow Removal meals 60	101-050-5250	72592	03/02/2020	86.96
WALMART COMMUNITY/GE	PW-Snow Removal meals	101-050-5250	72592	03/02/2020	74.78
PWSD #2 OF ST CHAR CO	1/6-1/30/20 PW Irrig.	101-050-5050	72583	03/02/2020	73.58
PWSD #2 OF ST CHAR CO	1/6-1/30/20 PW Fac	101-050-5050	72583	03/02/2020	34.05
PWSD #2 OF ST CHAR CO	1/6-1/30/20 PW Fac	101-050-5060	72583	03/02/2020	33.31
PWSD #2 OF ST CHAR CO	1/2-1/28/20 Fnd. Garage	101-050-5060	72583	03/02/2020	33.31
St Louis Post Dispatch	CH Fac Parking lot bid	101-050-5140	72588	03/02/2020	340.50
MO DEPT OF NATURAL RESO	Mo DNR MS4 Permit Fee	101-050-8551	72581	03/02/2020	250.00
COMPASS MINERALS	DEICING SALT	101-050-5250	72569	03/02/2020	18,002.98
BILL'S SERVICE CENTER INC	PW-propane for crack sealer	101-050-5100	72566	03/02/2020	51.43
TRAFFIC CONTROL COMPAN	PW-White post cover	101-050-5260	72591	03/02/2020	48.00
TRAFFIC CONTROL COMPAN	PW brackets for single post	101-050-5260	72591	03/02/2020	12.94
APWA	5/2020-6/2020 Membership	101-050-4600	72565	03/02/2020	145.84
MISSOURI ONE CALL SYSTEM	Jan.2020 221 locates #162	101-050-6050	10924	03/04/2020	276.25
ST LUKE'S WORKPLACE HEAL	2/10 PW-pre employee exam	101-050-6050	10929	03/04/2020	131.00
SIEVEKING INC.	PW-off road diesel	101-050-5100	10927	03/04/2020	508.18
CINTAS CORPORATION #452	2/10/2020 Floor Mats-PW	101-050-6130	10916	03/04/2020	20.00

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
MISSOURI PETROLEUM PRO	1/28/2020 Gallons Calcium C	101-050-5250	10925	03/04/2020	313.75
<b>Department 050 - PUBLIC WORKS Total:</b>					<b>20,436.86</b>
<b>Department: 060 - PARK &amp; RECREATION</b>					
DUCKETT CREEK SANITARY D	12/31/19-1/31/2020 8392 O	101-060-5060	72570	03/02/2020	21.75
Missouri Pond Company	Troubleshooting fountain pu	101-060-7652	72579	03/02/2020	510.00
Lake Saint Louis Banquet Cen	2/21/20 Cater-PK Valentine d	101-060-6309	72578	03/02/2020	2,794.45
PWSD #2 OF ST CHAR CO	1/6-1/30/20 LSL BL. Island #	101-060-5050	72583	03/02/2020	14.99
PWSD #2 OF ST CHAR CO	1/2-1/28/20 Fnd. Pavillion	101-060-5050	72583	03/02/2020	14.99
PWSD #2 OF ST CHAR CO	1/6-1/30/20 LSL Bl. Island #2	101-060-5050	72583	03/02/2020	14.99
PWSD #2 OF ST CHAR CO	1/6-1/30/20 LSL Bl. Island #7	101-060-5050	72583	03/02/2020	15.45
PWSD #2 OF ST CHAR CO	1/2-1/28/20 Fnd. Garage	101-060-5050	72583	03/02/2020	15.97
PWSD #2 OF ST CHAR CO	1/6-1/30/20 Blvd.Pk Pavillion	101-060-5050	72583	03/02/2020	18.71
PWSD #2 OF ST CHAR CO	1/6-1/30/20 LSL Bl. Island 5	101-060-5050	72583	03/02/2020	14.99
PWSD #2 OF ST CHAR CO	1/2-1/28/20 Fnd. Sprinkler	101-060-5050	72583	03/02/2020	15.45
PWSD #2 OF ST CHAR CO	1/6-1/29/20 Veteran park	101-060-5050	72583	03/02/2020	15.45
PWSD #2 OF ST CHAR CO	1/6-1/30/20 LSL Bl. Island #1	101-060-5050	72583	03/02/2020	14.99
PWSD #2 OF ST CHAR CO	1/2-1/28/20 Fnd. Ballfields	101-060-5050	72583	03/02/2020	16.47
PWSD #2 OF ST CHAR CO	1/6-1/29/20 LSL Bl. Island 3	101-060-5050	72583	03/02/2020	14.99
PWSD #2 OF ST CHAR CO	1/2-1/28/20Fnd. Pavillion	101-060-5060	72583	03/02/2020	33.31
PWSD #2 OF ST CHAR CO	1/2-1/28/20 Fnd. Ballfields	101-060-5060	72583	03/02/2020	33.98
PWSD #2 OF ST CHAR CO	1/6-1/30/20 Blvd. Pk. Pavillio	101-060-5060	72583	03/02/2020	33.98
PWSD #2 OF ST CHAR CO	1/6-1/28/20 Veterans park	101-060-5060	72583	03/02/2020	33.31
JOSHUA GILLIAM	2/21/2020 Pk-Valentine danc	101-060-6309	72577	03/02/2020	225.00
BSN SPORTS	PK-L shape screens for baseb	101-060-6306	72567	03/02/2020	380.01
BSN SPORTS	Pk-Junior Catcher gear	101-060-6306	72567	03/02/2020	270.00
BSN SPORTS	Pk-Youth Catcher gear	101-060-6306	72567	03/02/2020	310.00
MARIE DONATO	1/16-2/20/2020 PKS-Art Inst	101-060-6303	10922	03/04/2020	725.48
<b>Department 060 - PARK &amp; RECREATION Total:</b>					<b>5,558.71</b>
<b>Department: 080 - PROPERTY MANAGEMENT</b>					
PWSD #2 OF ST CHAR CO	1/6-1/30/20 CH Irrig.	101-080-5050	72583	03/02/2020	15.45
PWSD #2 OF ST CHAR CO	1/6-1/30/2020 CH Fac	101-080-5050	72583	03/02/2020	108.82
PWSD #2 OF ST CHAR CO	1/6-1/30/20 CH Fac	101-080-5060	72583	03/02/2020	99.69
HILLYARD	CH Fac cases of 20-30 Gal. li	101-080-5195	72576	03/02/2020	77.73
HILLYARD	CH Fac Cases multi-fold pape	101-080-5195	72576	03/02/2020	182.28
HILLYARD	CH Fac case toilet paper	101-080-5195	72576	03/02/2020	82.99
CINTAS CORPORATION #452	2/25/2020 CH Fac floor mats	101-080-6130	10916	03/04/2020	29.82
<b>Department 080 - PROPERTY MANAGEMENT Total:</b>					<b>596.78</b>
<b>Fund 101 - GENERAL FUND Total:</b>					<b>52,335.31</b>
<b>Fund: 401 - WATER LINE INSURANCE FUND</b>					
<b>Department: 050 - PUBLIC WORKS</b>					
Gary Kimball	WATER SERVICE REPAIR	401-050-6050	72574	03/02/2020	1,500.00
<b>Department 050 - PUBLIC WORKS Total:</b>					<b>1,500.00</b>
<b>Fund 401 - WATER LINE INSURANCE FUND Total:</b>					<b>1,500.00</b>
<b>Fund: 501 - SEWER LINE INSURANCE FUND</b>					
<b>Department: 050 - PUBLIC WORKS</b>					
Herbert & Joan McClain	SEWER LATERAL REPAIR	501-050-6050	72575	03/02/2020	3,887.59
<b>Department 050 - PUBLIC WORKS Total:</b>					<b>3,887.59</b>
<b>Fund 501 - SEWER LINE INSURANCE FUND Total:</b>					<b>3,887.59</b>
<b>Fund: 601 - CAPITAL PROJECTS FUND</b>					
<b>Department: 050 - PUBLIC WORKS</b>					
St Louis Post Dispatch	1/17/20 Resurfacing Bid 13-1	601-050-9708	72588	03/02/2020	579.20
<b>Department 050 - PUBLIC WORKS Total:</b>					<b>579.20</b>
<b>Department: 060 - PARK &amp; RECREATION</b>					
SWT Design, Inc.	Shortage due Meadows Pk d	601-060-9226	72589	03/02/2020	12.00

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
COCHRAN	Wyndstone Restroom Facility	601-060-9237	72568	03/02/2020	1,077.50
<b>Department 060 - PARK &amp; RECREATION Total:</b>					<b>1,089.50</b>
<b>Fund 601 - CAPITAL PROJECTS FUND Total:</b>					<b>1,668.70</b>
<b>Grand Total:</b>					<b>59,391.60</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
101 - GENERAL FUND	52,335.31
401 - WATER LINE INSURANCE FUND	1,500.00
501 - SEWER LINE INSURANCE FUND	3,887.59
601 - CAPITAL PROJECTS FUND	1,668.70
<b>Grand Total:</b>	<b>59,391.60</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
101-000-0540	PREPAID DUES/SUBSCRI	729.16
101-000-1410	ESCROW-WAGE GARNIS	442.83
101-000-1667	ESCROW - MEADOWS IS	30.90
101-000-1765	ZONING APPLICATION ES	88.30
101-000-1775	ESCROW-LANDSCAPING	4,123.00
101-000-3923	MISC CLEARING ACCT	180.00
101-010-4550	TRAVEL/CONFERENCE-ST	45.00
101-010-6000	LEGAL-CITY ATTORNEY	3,811.91
101-011-4510	TRAINING/EDUCATION -	985.08
101-011-5000	TELEPHONE	2,241.15
101-020-6050	OTHER CONTRACTED SE	131.00
101-030-4600	DUES/SUBSCRIPTIONS	50.00
101-030-4650	UNIFORM/CLOTHING	2,270.33
101-030-5110	OFFICE SUPPLIES	825.48
101-030-5210	AMMUNITION	4,455.00
101-030-5225	EVIDENCE SUPPLIES	351.80
101-030-5245	WEAPONS	510.00
101-030-6050	OTHER CONTRACTED SE	131.00
101-030-7100	REPAIR/MAINT-VEHICLE	1,297.49
101-030-7200	REPAIR/MAINT-TIRES	418.53
101-035-6030	LEGAL-COURT	2,625.00
101-050-4600	DUES/SUBSCRIPTIONS	145.84
101-050-5050	UTILITIES-WATER	107.63
101-050-5060	UTILITIES-SEWER	66.62
101-050-5100	GAS/OIL/WASH VEHICLE	559.61
101-050-5140	LEGAL NOTICES/ADVERT	340.50
101-050-5250	SNOW/ICE CONTROL SU	18,478.47
101-050-5260	TRAFFIC SIGNS	60.94
101-050-6050	OTHER CONTRACTED SE	407.25
101-050-6130	RENT/LEASE EQUIPMEN	20.00
101-050-8551	MO DNR PERMITS	250.00
101-060-5050	UTILITIES-WATER	187.44
101-060-5060	UTILITIES-SEWER	156.33
101-060-6303	ADULT RECREATION PRO	725.48
101-060-6306	YOUTH BASEBALL	960.01
101-060-6309	SPECIAL EVENTS	3,019.45
101-060-7652	POND MAINT- STONECR	510.00
101-080-5050	UTILITIES-WATER	124.27
101-080-5060	UTILITIES-SEWER	99.69
101-080-5195	DISPOSABLE SUPPLIES	343.00
101-080-6130	RENT/LEASE EQUIPMEN	29.82
401-050-6050	OTHER CONTRACTED SE	1,500.00
501-050-6050	OTHER CONTRACTED SE	3,887.59
601-050-9708	LSL Blvd N Phase 2	579.20
601-060-9226	NEW PARK STUDY	12.00
601-060-9237	New Park Bath Construc	1,077.50
<b>Grand Total:</b>	<b>59,391.60</b>	

**Project Account Summary**

Project Account Key	Expense Amount
**None**	59,391.60
<b>Grand Total:</b>	<u>59,391.60</u>

**ACH TRANSFERS: - GENERAL FUND**

2/25/2020 ELEC TX TSFR	02/27/2020 PY	52,722.22
2/25/2020 ACH-ICMA	02/27/2020 PY	5,113.38
2/25/2020 TASC	02/27/2020 PY	2,554.70
2/12/2020 Clayton Holding Lease/Public Works Lease		72,477.10
<b>TOTAL</b>		<hr/> 132,867.40
 PAYROLL	 02/27/2020 PY	 162,573.22