

NOTICE OF OPEN
VIRTUAL MEETING
CITY OF LAKE SAINT LOUIS

ADMINISTRATIVE/FINANCE
PUBLIC WORKS
JOINT WORK SESSION

MONDAY, JUNE 15, 2020
6:15 P.M. CITY HALL

“Due to the outbreak of COVID-19, public attendance at the 6:15 p.m. Monday, June 15, 2020 Board of Alderman Work Session meeting and the 7 p.m., Monday, June 15, 2020, Lake Saint Louis Board of Alderman meeting will be through virtual presence only. The meeting will be available live on the City’s YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>.

The Board will be accepting comments by e-mail at Board@lakesaintlouis.com or in writing until 4 p.m., Monday, June 15, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. business meeting. To review the agenda, visit <http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2> “

AGENDA

1. Discussion – 2020 Summer Concerts & Movies
2. Discussion – Transportation Alternatives Program (TAP)
3. Discussion – Little Library in Right of Way
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: June 10, 2020

Time: 1:00 p.m.

Memo

To: Paul Markworth, City Administrator
From: Darren Noelken, Parks and Recreation Director
Date: June 9, 2020
Re: 2020 Summer Concerts & Movies

This memo is to request discussion, and guidance, regarding the remaining concerts and movies scheduled for summer/fall 2020.

Our scheduled events for the summer are as follows:

Concerts:

June 6 – Mirage Entertainment @ BLVD Park – Canceled
June 27 – Borderline @ BLVD Park – Canceled
July 18 – Trixie Delight @ Windjammer – TBD
August 1 – The Rough Ryders @ Windjammer – TBD
August 29 – Big Love @ Windjammer – TBD
Sept 26 – A.D.D. @ Windjammer – TBD

Movies:

June 15 – Babe @ BLVD Park – Canceled
August 17 – A Beautiful Day in the Neighborhood @ BLVD Park – TBD
October 5 – The Addams Family @ BLVD Park – TBD

The decision will be made based on how comfortable we are with people self-patrolling social distancing and how comfortable we are with expenses to offer events.

Concert Expenses:

We have paid a non refundable deposit for all concerts throughout the summer. The bands have all agreed if canceled this year, that deposit can be applied to a future date. To offer all concerts, we will need a budget adjustment in the 2020/2021 budget of \$4770 for bands, plus \$720 if we provide portapotties, plus \$1000 for licensing (even if we only offer one concert.) Grand total of \$6,490.

Movie Expenses:

We do not prepay any movie fees. Costs to run movies is approximately \$900 per movie. A budget adjustment would be needed to offer, with a maximum cost of \$1800.

Comparisons:

O'Fallon's Concerts are as follows: The 2 June concerts are being held at the Carshield Field Parking Lot and will be "drive-in style." Their five concerts scheduled from July 14 – August 11 are being promoted at the Civic Park Bandstand. Their website indicated the dance floor area will be closed, but they are marking 10' circles on the lawn facing the bandstands, that will be available on a first come, first serve basis. The same household may sit within one social circle and each circle has a maximum of 8 people with belongs.

Dardenne Prairie is offering their summer concert series as scheduled, with no accommodations. Offered the third Friday of each month from May to August.

St. Peters has canceled the concerts at 370 Lakeside Park. They are pre recording performances at their Cultural Arts Center & streaming through their St Peters channel, and through Charter Spectrum and AT&T U-Verse Channel on Friday nights.

St Charles City is planning three food truck events with concerts. June 16, August 18 and October 20. They are still planning to offer all. No mention of social distancing policies.

Wentzville had a concert scheduled with their July 4th celebration. It has been canceled.

Clayton has cancelled their concerts through July. Events planned August and later are currently being promoted.

Maryland Heights is looking at online option for concerts, but no decision made yet.

Decision Timeline:

All concerts and movies in June have already been canceled. A decision on (at least) the July concert needs to be made so we can inform the band and public in a timely manner. With only one event in July, we could wait a few weeks before finalizing August & September. Bands would prefer to know as early as possible, but so far have been understanding and flexible.



June 9, 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: Little Library in Right of Way

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

Matt Reh and I talked this past week about the little libraries in our right of way. He has concerns that the City is taking on risk if we allow the demonstration library to be placed in the cul-de-sac. You may recall that Matt's video reception during the last meeting was not good and he was not able to give you a complete assessment. The next day he called me to talk about the risk. I thought it would be good for him to weigh in on this and have therefore added this topic back to the agenda.

Derek is of the opinion that the risk to place the library at this site is minimal. I agree with Derek. Matt's duty is to make sure that we consider all possible outcomes before making decisions and have that knowledge incorporated into the decision process.



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<http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2> “

CITY OF LAKE SAINT LOUIS
 BOARD OF ALDERMEN
 MONDAY, JUNE 15, 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. 4121
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: Bishop Lance Hudson, The Church of Jesus Christ of Latter Day Saints

V. ANNOUNCEMENTS:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
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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

VII. PUBLIC HEARINGS:

301 Parkway Industrial Drive – Lamb Construction Condominium Plat Preliminary Subdivision Plat and Final Subdivision Plat: Consideration of a request by David Maxwell, Premier Design Group, applicant on behalf of Parkway Industrial Properties, LLC, owner, to convert an existing 11,948- square-foot commercial building into two condominium units.

(At the June 4, 2020 **P/Z** meeting this item was recommended for **APPROVAL**.)

1744 Prospect Road – Purpose Wrecker Zoning Amendment, Preliminary Subdivision Plat, Final Subdivision Plat, Special Use Permit, and Site Plan Review: Consideration of a request by Purpose Investments, applicant/owner, for the zoning, subdivision, use and development of the subject property in accordance with an approved pre-annexation agreement.

- Proposed Lot 1 measures 8.135 acres. The proposed zoning is “LI” Light Industrial. A new material and equipment storage yard is proposed.
- Proposed Lot 2 measures 13.302 acres. The proposed zoning is “SR-1” Single-Family Residential. No development is proposed.
- Proposed Lot 3 measures 7.101 acres. The proposed zoning is “BP” Business Park. No development is proposed.

(At the June 4, 2020 **P/Z** meeting this item was recommended for **APPROVAL**.)

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 15, 2020
AGENDA

VIII. CALENDAR: June 2020 and July 2020

IX. MINUTES FROM: June 1, 2020 Regular Meeting

X. CONSENT AGENDA:

1. Warrant dated June 15, 2020 in the amount of \$1,210,083.51
2. Budget Adjustment dated June 15, 2020
3. Liquor License Renewals:

- Lorene Samson - **BC's Kitchen** – Full Liquor by the Drink and Sunday Sales Restaurant/Bar License (New Owner)
- James A. Needy, Jr. – **Lakeside Pub, LLC** – Full Liquor by the Drink and Sunday Sales Restaurant/Bar License
- Dana Ferris – **Lake St. Louis Exposition Park, LLC** – Retail Liquor by Drink and Sunday by Drink License
- Heather Malone – **Lake Saint Louis Community Association, Clubhouse** – Certificate of Exclusion – Retail Liquor by Drink and Sunday by Drink License
- Heather Malone – **Lake Saint Louis Community Association, Dam Bar** – Certificate of Exclusion – Retail Liquor by Drink and Sunday by Drink License

XI. APPOINTMENTS:

XII. PUBLIC COMMENT:

XIII. TABLED:

XIV. OLD BUSINESS:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 15, 2020
AGENDA

XV. NEW BUSINESS:

1. Bill No. 4333 – An ordinance approving a Preliminary Subdivision Plat and Final Subdivision Plat associated with the conversion of an existing 11,948-square-foot commercial building located at 301 Parkway Industrial Court into two condominium units.
2. Bill No. 4334 – An ordinance approving a Zoning Amendment, Preliminary Subdivision Plat and Final Subdivision Plat for property voluntarily annexed in the City of Lake Saint Louis located at 1744 Prospect Road.
3. Bill No. 4335 – An ordinance to authorize the Mayor and/or City Administrator to execute a Lighting and Maintenance Agreement with the Missouri Highways and Transportation Commission.
4. Bill No. 4336 – 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. 4337 – An ordinance to award a contract to Collins & Hermann, Inc. for the Dauphine Drive Guardrail Project and authorize the Mayor and/or City Administrator to execute said contract on behalf of the City.
6. Resolution No. 06-15-20 (1) – A resolution authorizing City officials to submit a grant application for Lake Saint Louis Boulevard Business District Sidewalk requesting funds from East-West Gateway on behalf of the City of Lake Saint Louis, Missouri.
7. Resolution No. 06-15-20 (2) – A resolution approving a Site Plan and Special Use Permit associated with a material and equipment storage yard located at 1744 Prospect Road, Lot 1.

XVI. BOARD COMMENTS:

XVII. STAFF COMMENTS:

XVIII. EXECUTIVE SESSION: Real Estate RSMO 610.021.2 exemption.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
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XIX. GENERAL DISCUSSION

XX. ADJOURNMENT:

***** PLEASE NOTE: All bills may be read twice and approved in one meeting. *****

June 2020

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

June 2020

Su	M	Tu	W	Th	F	Sa
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	3	4

Board of Adjustment

Board of Adjustment - CANCELED

June 18, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Board of Aldermen

6:15 PM A/F Work Session

June 15, 2020, 6:15 PM - 7:00 PM @ The Lake Saint Louis Board of Alderman meeting will be through virtual presence only. The meeting will be available live on the City's YouTube Channel at: <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

The Board will be accepting comments by e-mail at Board@lakesaintlouis.com or in writing until 4 p.m., Monday, June 15, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. business meeting. To review the agenda visit: <http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2>

[More Details](#)

7:00 PM Board of Aldermen Meeting

June 15, 2020, 7:00 PM @ The Lake Saint Louis Board of Alderman meeting will be through virtual presence only. The meeting will be available live on the City's YouTube Channel at: <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

The Board will be accepting comments by e-mail at Board@lakesaintlouis.com or in writing until 4 p.m., Monday, June 15, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. business meeting. To review the agenda visit: <http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2>

[More Details](#)

Community Events

Concert Series-Cancelled

June 27, 2020, 7:00 PM - 10:00 PM @ TBD

[More Details](#)

Municipal Court

MUNICIPAL COURT

June 23, 2020, 5:15 PM

[More Details](#)

Park Board

Park Board Meeting

June 16, 2020, 7:00 PM @ Conference Room

Due to the outbreak of COVID-19, public attendance at the 7:00 p.m. Tuesday, June 16, 2020, Lake Saint Louis Park Board meeting will be through virtual presence only. The meeting will be available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>. The Board will be accepting comments by e-mail at parks@lakesaintlouis.com or in writing until 4 p.m., Tuesday, June 16, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. meeting.

[More Details](#)

Tree Board

Tree Board Meeting

June 16, 2020, 5:30 PM @ Conference Room

Due to the outbreak of COVID-19, public attendance at the 5:30 p.m. Tuesday, June 16, 2020, Lake Saint Louis Tree Board meeting will be through virtual presence only. The meeting will be available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>. The Board will be accepting comments by e-mail at parks@lakesaintlouis.com or in writing until 4 p.m., Tuesday, June 16, 2020; comments received in a timely fashion will be read or summarized during the 5:30 p.m. meeting.

[More Details](#)

July 2020						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	01	02 <u>Planning & Zoning Commission - CANCELED</u>	03 <u>City Hall Closed - Holiday.</u>	04
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
12	13 <u>City Image Advisory Committee</u>	14 <u>MUNICIPAL COURT</u>	15	16 <u>Board of Adjustment</u>	17	18 <u>Concert Series</u>
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	23	24	25
26	27	28 <u>MUNICIPAL COURT</u>	29	30	31	01

July 2020

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

Board of Adjustment

Board of Adjustment

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

[More Details](#)

Board of Aldermen

5:30 PM A/F Work Session

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

[More Details](#)

7:00 PM Board of Aldermen Meeting

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

[More Details](#)

5:30 PM A/F Work Session

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

[More Details](#)

7:00 PM Board of Aldermen Meeting

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

[More Details](#)

City Hall Holiday Closures

City Hall Closed - Holiday

July 3, 2020, All Day

[More Details](#)

City Image Advisory Committee

City Image Advisory Committee

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

[More Details](#)

Community Events

Concert Series

July 18, 2020, 7:00 PM - 10:00 PM @ TBD

[More Details](#)

Municipal Court

MUNICIPAL COURT

July 14, 2020, 5:15 PM

[More Details](#)

MUNICIPAL COURT

July 28, 2020, 5:15 PM

[More Details](#)

Park Board

Park Board Meeting

July 21, 2020, 7:00 PM @ Conference Room

Due to the outbreak of COVID-19, public attendance at the 7:00 p.m. Tuesday, July 21, 2020, Lake Saint Louis Park Board meeting will be through virtual presence only. The meeting will be available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>. The Board will be accepting comments by e-mail at parcs@lakesaintlouis.com or in writing until 4 p.m., Tuesday, July 21, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. meeting.

[More Details](#)

Planning & Zoning

Planning & Zoning Commission - CANCELED

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

[More Details](#)

Tree Board

Tree Board Meeting

July 21, 2020, 5:30 PM @ Conference Room

Due to the outbreak of COVID-19, public attendance at the 5:30 p.m. Tuesday, July 21, 2020, Lake Saint Louis Tree Board meeting will be through virtual presence only. The meeting will be available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>. The Board will be accepting comments by e-mail at parcs@lakesaintlouis.com or in writing until 4 p.m., Tuesday, July 21, 2020; comments received in a timely fashion will be read or summarized during the 5:30 p.m. meeting.

[More Details](#)

BOARD OF ALDERMEN
REGULAR MEETING
MONDAY, JUNE 1, 2020
(JOURNAL AND MINUTES)

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in a regular session via teleconference on Monday, June 1, 2020 at 7:05 p.m. in the Board Room at City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri.

Due to the outbreak of COVID-19, public attendance will be through virtual presence only. The meeting is available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>.

ROLL CALL:

Mayor Kathy Schweikert was present and presided over the meeting. Aldermen present were: Mike Potter, Ward II; Gary Torlina, Ward I; Gary Turner, Ward I; John Pellerito, Ward III; and Karen Vennard, Ward II. Alderman Jason Law, Ward III, was absent. 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; Derek Koestel, Public Works Director; Chris DiGiuseppi, Police Chief; and Adam Cole, IT Administrator.

INVOCATION: Mayor Schweikert read an invocation prepared by Pastor Mark Dumas, Wentzville United Methodist Church.

ANNOUNCEMENTS:

COMMITTEE REPORTS:

Tree Board – Alderman Torlina gave a report about the May 19, 2020 meeting.

Mayor Schweikert gave a report about the Mayor's monthly meeting.

PUBLIC HEARINGS:

CALENDAR:

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

- Next Regular Board of Aldermen Work Session – June 15, 2020
- Next Regular Board of Aldermen Meeting – June 15, 2020

MINUTES: May 18, 2020 Regular Meeting

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 1, 2020

(JOURNAL AND MINUTES)

MOTION TO APPROVE THE MINUTES FROM THE MAY 18, 2020 REGULAR BOA MEETING.

Alderman Turner made a motion to waive the reading of the minutes from the May 18, 2020 Regular BOA Meeting and approve same as submitted. The motion was seconded by Alderman Pellerito and passed unanimously.

THE MINUTES FROM THE MAY 18, 2020 REGULAR BOA MEETING STAND APPROVED AS SUBMITTED.

CONSENT AGENDA:

MOTION TO APPROVE THE CONSENT AGENDA:

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

Warrant dated June 1, 2020 in the amount of \$658,806.21
April 2020 Balance Sheet and Income Statement
Liquor License Renewals:

- Robbin Griffith - **Walgreens** #6493 – Original Package Retail and Sunday Sales Original Package License
- Lorene Samson – **Wal-Mart** – Original Package Retail, Sunday Sales Original Package and Tasting License
- Lorene Samson – **Murphy Oil** #7289 – Original Package Retail and Sunday Sales Original Package License
- Robbin Griffith – **Circle K** #1652 – Original Package Retail and Sunday Sales Original Package License
- Robert Smith – **QuikTrip** Corporation #669 – Original Package Retail and Sunday Sales Original Package License
- Robbin Griffith – **Dollar General**, Original Package

APPOINTMENTS:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 1, 2020

(JOURNAL AND MINUTES)

PUBLIC COMMENT:

The Board accepted comments by e-mail or in writing until 4 p.m., Monday, June 1, 2020.
No comments were received.

TABLED:

OLD BUSINESS:

NEW BUSINESS:

Bill No. 4329 – An ordinance to authorize the Mayor and Police Chief to sign an agreement with the St. Charles County Regional SWAT Team.

FIRST READING:

Alderman Turner made a motion to authorize the first reading of Bill No. 4329. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4329 was read.

SECOND READING:

Alderman Turner made a motion to authorize the second reading of Bill No. 4329. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4329 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4329 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4117.

Alderman Turner made a motion to approve the second reading of Bill No. 4329 and pass same by assigning Ordinance No. 4117. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Vennard, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Law was absent. The motion passed.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 1, 2020

(JOURNAL AND MINUTES)

Bill No. 4330 – An ordinance to authorize the Mayor and/or City Administrator to enter into a one-year contract with Anthony D. Linson for his service to the City of Lake Saint Louis as the Municipal Prosecutor.

FIRST READING:

Alderman Vennard made a motion to authorize the first reading of Bill No. 4330. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4330 was read.

SECOND READING:

Alderman Vennard made a motion to authorize the second reading of Bill No. 4330. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4330 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4330 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4118.

Alderman Vennard made a motion to approve the second reading of Bill No. 4330 and pass same by assigning Ordinance No. 4118. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Vennard, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Law was absent. The motion passed.

Bill No. 4331 – An ordinance to adopt a budget by fund for the City of Lake Saint Louis, Missouri fiscal year beginning July 1, 2020 and ending June 30, 2021.

FIRST READING:

Alderman Pellerito made a motion to authorize the first reading of Bill No. 4331. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4331 was read.

SECOND READING:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 1, 2020

(JOURNAL AND MINUTES)

Alderman Pellerito made a motion to authorize the second reading of Bill No. 4331. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4331 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4331 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4119.

Alderman Pellerito made a motion to approve the second reading of Bill No. 4331 and pass same by assigning Ordinance No. 4119. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Vennard, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Law was absent. The motion passed.

Bill No. 4332 – 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.

FIRST READING:

Alderman Torlina made a motion to authorize the first reading of Bill No. 4332. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4332 was read.

SECOND READING:

Alderman Torlina made a motion to authorize the second reading of Bill No. 4332. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4332 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4332 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4120.

Alderman Torlina made a motion to approve the second reading of Bill No. 4332 and pass same by assigning Ordinance No. 4120. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Vennard, Turner, Torlina, Pellerito and Potter. Nays, none. Aldermen Law was absent. The motion passed.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 1, 2020

(JOURNAL AND MINUTES)

Resolution No. 06-01-20 (1) – A resolution to establish a name for the 35 acre City Park located north of the Wyndstone subdivision in Lake Saint Louis, Missouri.

Mayor Schweikert read Resolution No. 06-01-20 (1).

MOTION TO APPROVE RESOLUTION NO. 06-01-20 (1):

Alderman Turner made a motion to approve Resolution No. 06-01-20 (1). The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Vennard, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Law was absent. The motion passed.

BOARD COMMENTS:

Alderman Potter and Alderman Turner commented on their recent or upcoming (wedding) anniversaries.

Alderman Pellerito asked staff to address the following concerns:

- individuals without helmets who are riding their motorcycles at high rates of speed
- tall grass at the Dollar General store

Alderman Vennard thanked everyone for their condolences on the loss of her mother.

Mayor Schweikert said she would prefer that solicitors/peddlers/canvassers not operate when it is dark outside. She suggested the Board consider amending the timeframe that solicitors/peddlers/canvassers are permitted to operate.

Mayor Schweikert encouraged everyone to vote in the election tomorrow. In addition to candidates for the Board of Aldermen, the City has an involuntary annexation on the ballot and the Wentzville School District has several issues on the ballot. She wished the candidates running for the Lake Saint Louis Board of Aldermen "Good luck!"

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
JUNE 1, 2020

(JOURNAL AND MINUTES)

Mayor Schweikert asked everyone to think of our police officers and the good work they do. We appreciate the service of our police.

STAFF:

Chris DiGiuseppi, Police Chief, informed the Board that the City's Prosecuting Attorney said he would prosecute solicitors for trespassing if they ignore appropriately posted notices of "no solicitation". Chief DiGiuseppi said they also discussed the Prosecuting Attorney's willingness to prosecute solicitors for trespassing if they ignore a "no solicitation" sign that has been posted by a Homeowners Association at entrances/exits to their subdivision.

Donna Daniel, City Clerk, noted the April Municipal Election was re-scheduled to June 2, 2020.

EXECUTIVE SESSION:

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.

Donna F. Daniel, City Clerk

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

JUNE 1, 2020

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in an Administrative/Finance/Public Works Joint Work Session via teleconference on Monday, June 1, 2020 at approximately 6:20 p.m.

Due to the outbreak of COVID-19, public attendance will be through virtual presence only. The meeting is available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLUt9VLg>.

ROLL CALL:

Mayor Kathy Schweikert was present and presided over the meeting. Aldermen present were: Mike Potter, Ward II; Gary Torlina, Ward I; Karen Vennard, Ward II; and John Pellerito, Ward III. Alderman Gary Turner, Ward I, arrived after the meeting began. Alderman Jason Law, Ward III, was absent. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Louis Clayton, Community Development Director; George Ertle, Assistant City Administrator; Darren Noelken, Parks and Recreation Director; Chris DiGiuseppi, Police Chief; and Adam Cole, IT Administrator.

Solid Waste Contract

Paul Markworth, City Administrator, informed the Board that the City's solid waste contract will expire on March 5, 2021.

George Ertle, Assistant City Administrator, said the contract that expires in March 2021 may be extended for up to two (2) additional one-year terms. If the City does not want to extend the contract for an additional year, we will have to provide written notice to Meridian Waste in September 2020. Mr. Ertle presented information about Meridian's cost of service, customer service and a schedule of events should the Board decide they do not want to exercise the one-year option for year 4 of the contract.

The Board held a general discussion about the solid waste contract. The Board unanimously agreed to exercise the one-year renewal option with Meridian.

Little Free Libraries

Alderman Torlina said he received a request from a resident of the Parks of Woodlake subdivision to place a Little Free Library in the traffic island (public right-of-way) at the intersection of Woodlake Court and Village Circle Drive.

The Board held a general discussion about the request to place the book sharing box in the City's right-of-way. Concerns included:

- Liability issues
- Traffic issues
- Precedent for others to seek the right to utilize the City's right-of-way

Matthew Reh, City Attorney, provided information and advice to the Board about permitting this type of activity in the City's right-of-way.

The Board held a general discussion about the request to place a Little Free Library in a traffic island (public right-of-way). Staff was directed to draft a policy with a limited timeframe for a pilot program that would permit this activity for the Board's consideration.

General Discussion

The Board held a general discussion about the following comments:

- 308 Myna Drive water drainage issue
- June 1, 2020 protest on Bryan Road

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 7:02 p.m.

Donna F. Daniel, City Clerk

BILL NO. 4333

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT AND FINAL SUBDIVISION PLAT ASSOCIATED WITH THE CONVERSION OF AN EXISTING 11,948-SQUARE-FOOT COMMERCIAL BUILDING LOCATED AT 301 PARKWAY INDUSTRIAL COURT INTO TWO CONDOMINIUM UNITS.

WHEREAS, David Maxwell, applicant on behalf of Parkway Industrial Properties, LLC, property owner, proposes the conversion of an existing 11,948-square-foot commercial building into two condominium units, as detailed on the plans dated April 15, 2020 (labeled as Exhibit "A", attached hereto and made a part hereof); and,

WHEREAS, the applicant has submitted to the City an application requesting approval of a Preliminary Subdivision Plat and Final 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 June 4, 2020, has recommended approval of the requested Preliminary Subdivision Plat and Final Subdivision Plat as submitted; 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 June 15, 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 a Preliminary Subdivision Plat and Final 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 Preliminary Subdivision Plat and Final Subdivision Plat for the property as shown on Exhibit "A" is hereby approved as submitted.

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.

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



PLANNING & ZONING COMMISSION

STAFF REPORT

MEETING DATE	June 4, 2020
APPLICATION TYPE	Preliminary Subdivision Plat and Final Subdivision Plat
APPLICANT	David Maxwell, Premier Design Group
PROPERTY OWNER	Parkway Industrial Properties, LLC
PROPOSAL	Conversion of an existing 11,948-square-foot commercial building into two condominium units.
SITE AREA	1.6 acres
PROPERTY LOCATION	<p>301 Parkway Industrial Court (Hawk Ridge Industrial Park, LSL #256, Lot 1)</p>
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND & SUMMARY

The subject property measures 1.6 acres in size and is located at the northwest corner of Parkway Industrial Drive and Stag Industrial Boulevard. The lot contains an 11,948-square-foot commercial building which was constructed in 2018. The subject property and adjacent properties are zoned "LI" Light Industrial.

The applicant proposes the conversion of the existing building into two condominium units measuring 4,105.15 square feet (Unit 1) and 11,948.36 square feet (Unit 2).

The Municipal Code does not have specific requirements or procedures for condominium plats; however, Section 415.040.B states:

No land shall be subdivided within the corporate limits of the City until:

- 1. The subdivider or his/her agent has submitted preliminary and final plats in accordance with the requirements and procedures established herein for review and action by the Planning and Zoning Commission and Board of Aldermen;*
- 2. Approval of the preliminary and final plat is obtained from the Planning and Zoning Commission and Board of Aldermen; and*
- 3. The approved plat is filed with the County Recorder of Deeds.*

Nonresidential condominium plats are uncommon, but have been approved in the past. For example, the nearby building at 301-315 Stag Industrial Boulevard was converted into eight condominium units in 2000.

CONCLUSION

Staff is of the opinion that the proposed condominium plat complies with the applicable requirements of the Municipal Code. Prior to recording the plat with St. Charles County, the applicant shall submit trust indentures to be reviewed and approved by staff and the City Attorney.

STAFF RECOMMENDATION

To *recommend approval* of the Preliminary Subdivision Plat and Final Subdivision Plat as submitted.

MOTION

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

"I move to recommend approval of the Preliminary Subdivision Plat and Final Subdivision Plat to the Board of Aldermen as submitted".

BILL NO. 4334

ORDINANCE NO. _____

AN ORDINANCE APPROVING A ZONING AMENDMENT, PRELIMINARY SUBDIVISION PLAT AND FINAL SUBDIVISION PLAT FOR PROPERTY VOLUNTARILY ANNEXED IN THE CITY OF LAKE SAINT LOUIS LOCATED AT 1744 PROSPECT ROAD.

WHEREAS, The Board of Aldermen for the City of Lake Saint Louis approved, by adoption of Ordinance No. 4109 on May 4, 2020, a pre-annexation agreement with Purpose Investments, LLC, property owner, for the annexation of property containing 28.537 acres of land located at 1744 Prospect Road; and,

WHEREAS, Purpose Investments, LLC, property owner, proposes the zoning and subdivision of the subject property as detailed on the plans dated November 5, 2019 (labeled as Exhibit "A", attached hereto and made a part hereof); and,

WHEREAS, the applicant has submitted to the City an application requesting approval of a Zoning Amendment, Preliminary Subdivision Plat, and Final 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 June 4, 2020 has recommended approval of the requested Zoning Amendment, Preliminary Subdivision Plat, and Final Subdivision Plat as submitted; 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 June 15, 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 a Zoning Amendment, Preliminary Subdivision Plat, and Final 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 zoning classification of the subject property, more fully described in Exhibit "A", is hereby established as follows: Lot 1: "LI" Light Industrial; Lot 2: "SR-1" Single-Family Residential; and Lot 3: "BP" Business Park.

SECTION 2. The zoning map described in Section 410.020 of the Code of Ordinances of the City of Lake Saint Louis is hereby revised to be consistent with the change in zoning classification approved in Section 1 of this Ordinance.

BILL NO. 4334

ORDINANCE NO. _____

SECTION 3. The Preliminary Subdivision Plat and Final Subdivision Plat for the property as shown on Exhibit "A" is hereby approved.

SECTION 4. The Board of Aldermen hereby authorizes such approval be endorsed under the hands of the Mayor and the City Clerk for the City.

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.

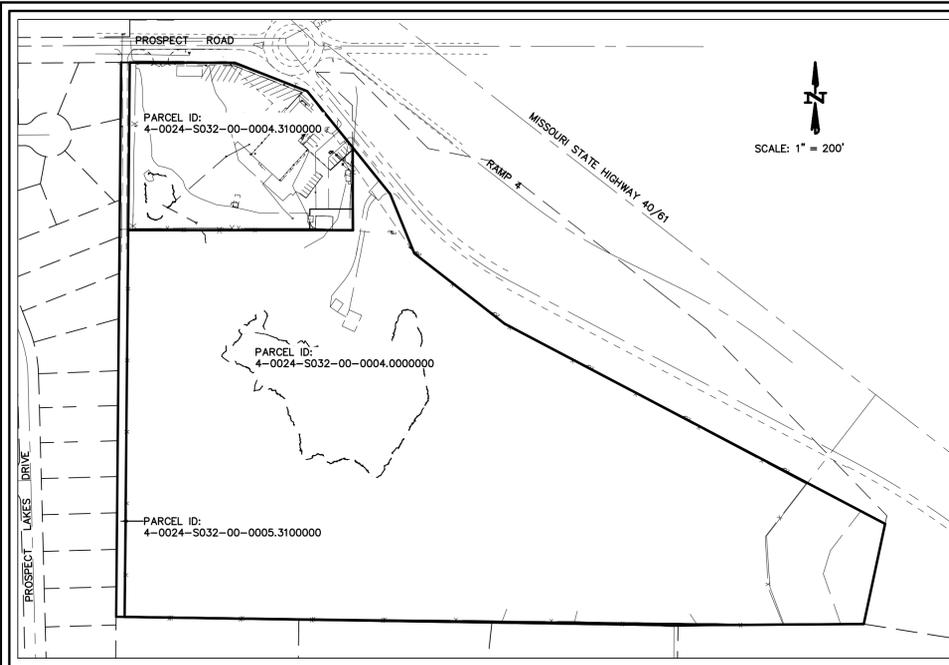
Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

A PRELIMINARY PLAT FOR PURPOSE WRECKER

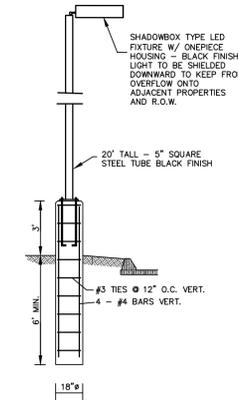
A TRACT OF LAND BEING PART OF THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32
TOWNSHIP 47 NORTH, RANGE 2 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF LAKE SAINT LOUIS
ST. CHARLES COUNTY, MISSOURI



Plan View

Legend

	FLARED END SECTION		BOLLARD
	CURB/AREA INLET		WATER WELL
	GRATED INLET		UTILITY BOX
	SANITARY SEWER MANHOLE		TREE
	FIBER OPTIC MARKER		L.A. LANDSCAPED AREA
	AC UNIT		— UGE — BURIED ELECTRIC
	ELECTRIC BOX		— OHW — OVERHEAD UTILITIES
	TELEPHONE CABLE PEDESTAL		— GAS — BURIED GAS
	ELECTRIC METER		— W — BURIED WATER
	GAS METER		— T — BURIED TELEPHONE
	WATER METER		— SAN — SANITARY SEWER
	WATER VALVE		— FO — BURIED FIBER OPTIC
	FIRE HYDRANT		TBR TO BE REMOVED
	ELECTRIC STUB		UIP USE IN PLACE
	YARD DRAIN		
	CLEANOUT		
	MAILBOX		
	SIGN		
	POWER POLE		
	GUY WIRE		
	LIGHT STANDARD		



LIGHT POLE & BASE
• TO MATCH EXISTING

Development Notes:

- PARCEL ID: 4-0024-S032-00-0004.0000000 (1744 PROSPECT ROAD, WENTZVILLE, MO 63385)

A. AREA OF TRACT: 27.933 ACRES

B. OWNER: PURPOSE INVESTMENTS L.L.C. 1744 PROSPECT ROAD WENTZVILLE, MISSOURI 63385

C. PROPOSED USE: LOT 1 - STORAGE OF TOW TRUCK EQUIPMENT & RELATED VEHICLES (WRECKERS, CAR CARRIERS, TRAILERS, TRUCKS, RVs, & BOATS)
LOT 2 - SINGLE FAMILY RESIDENTIAL
LOT 3 - FUTURE COMMERCIAL DEVELOPMENT

D. EXISTING USE: SINGLE FAMILY RESIDENTIAL

E. EXISTING ZONING: "A" AGRICULTURAL (SAINT CHARLES COUNTY)

F. PROPOSED ZONING: LOT 1 - "LI" LIGHT INDUSTRIAL
LOT 2 - "SR-1" SINGLE FAMILY RESIDENTIAL **EXISTING ZONING
LOT 3 - "BP" BUSINESS PARK
- PARCEL ID: 4-0024-S032-00-0004.3100000 (1732 PROSPECT ROAD, WENTZVILLE, MO 63385)

A. AREA OF TRACT: 4.305 ACRES

B. OWNER: ERITER L.L.C. 2928 ROCKWOOD TRAIL ST. CHARLES, MISSOURI 63303-6208

C. PROPOSED USE: WAREHOUSE, OFFICE, ASSEMBLY & SALES OF TOW TRUCK EQUIPMENT & RELATED VEHICLES (WRECKERS, CAR CARRIERS, TRAILERS, TRUCKS, RVs, & BOATS)

D. EXISTING USE: WAREHOUSE, OFFICE, ASSEMBLY & SALES OF TOW TRUCK EQUIPMENT & RELATED VEHICLES (WRECKERS, CAR CARRIERS, TRAILERS, TRUCKS, RVs, & BOATS)

E. EXISTING ZONING: "L-1" LIGHT INDUSTRIAL (CITY OF LAKE SAINT LOUIS)
- PARCEL ID: 4-0024-S032-00-0005.3100000 (20' STRIP - PROSPECT ROAD, WENTZVILLE, MO 63385)

A. AREA OF TRACT: 0.600 ACRES

B. OWNER: PURPOSE INVESTMENTS L.L.C. 1744 PROSPECT ROAD WENTZVILLE, MISSOURI 63385

C. PROPOSED USE: LOT CONSOLIDATION WITH PROPOSED LOT 1 (OF PARCEL ID. 4-0024-S032-00-0004.0000000)
LOT 1 - STORAGE OF TOW TRUCK EQUIPMENT & RELATED VEHICLES (WRECKERS, CAR CARRIERS, TRAILERS, TRUCKS, RVs, & BOATS)

D. EXISTING USE: VACANT AGRICULTURAL

E. EXISTING ZONING: "RIC" SINGLE FAMILY RESIDENTIAL (SAINT CHARLES COUNTY)

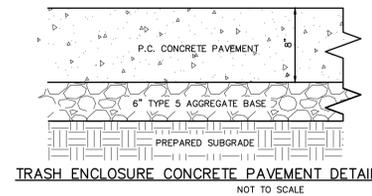
F. PROPOSED ZONING: "LI" LIGHT INDUSTRIAL (CITY OF LAKE SAINT LOUIS)
PROPOSED ANNEXATION TO THE CITY OF LAKE SAINT LOUIS
- REQUIRED "SR-1" BUILDING SETBACKS:
FRONT YARD = 35 FEET
SIDE YARD = 8 FEET
REAR YARD = 30 FEET OR 20% OF LOT DEPTH (WHICHEVER IS GREATEST)
MAXIMUM BUILDING HEIGHT = 35 FEET

REQUIRED "BP" BUILDING SETBACKS:
FRONT YARD = 50 FEET
SIDE YARD = 15 FEET, OR 150 FEET WHEN ABUTTING RESIDENTIAL ZONING
REAR YARD = 30 FEET, OR 150 FEET WHEN ABUTTING RESIDENTIAL ZONING
MAXIMUM BUILDING HEIGHT = 70 FEET

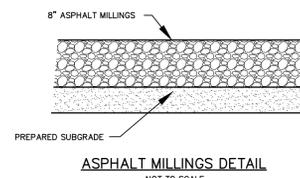
REQUIRED "LI" BUILDING SETBACKS:
FRONT YARD = 50 FEET
SIDE YARD = 25 FEET
REAR YARD = 25 FEET
MAXIMUM BUILDING HEIGHT = 50 FEET (GREATER HEIGHT MAY BE APPROVED PER SITE PLAN REVIEW)
- SITE SERVED BY THE FOLLOWING UTILITIES:

CABLE	CHARTER COMMUNICATIONS	888-438-2427
ELECTRIC	CUIVRE RIVER ELECTRIC	800-392-3709
FIRE	WENTZVILLE FIRE PROTECTION DISTRICT	636-332-9869
GAS	SPIRE INCORPORATED	314-522-2297
SANITARY SEWER	PUBLIC WATER SUPPLY DISTRICT NO.2	636-561-3737
TELEPHONE	CENTURYLINK TELEPHONE	636-322-7705
WATER	PUBLIC WATER SUPPLY DISTRICT NO.2	636-561-3737
- FLOOD PLAIN INFORMATION:

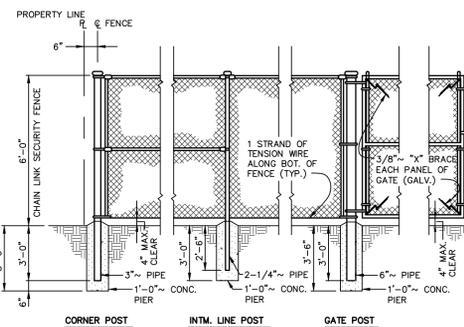
WE HAVE DETERMINED THE HORIZONTAL LOCATION OF THIS TRACT OF LAND IN ST. CHARLES COUNTY, MISSOURI, BY SCALING THE PROPERTY IN REFERENCE TO THE "FLOOD INSURANCE RATE MAP (FIRM), ST. CHARLES COUNTY, MISSOURI", PANEL 215 OF 525, MAP NUMBER 29183C0215G, (COMMUNITY PANEL NUMBER, ST. CHARLES COUNTY UNINCORPORATED AREAS 290315 0215 G, WITH AN EFFECTIVE DATE OF JANUARY 20, 2016). BY EXPRESS REFERENCE TO THIS MAP AND ITS LEGEND, THIS TRACT IS INDICATED TO BE WITHIN THE FOLLOWING ZONES: ZONE X - NONSHADED, AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN. THE EVALUATION PROVIDED IN THIS NOTE IS RESTRICTED TO SIMPLY INDICATING THE APPARENT PHYSICAL HORIZONTAL LOCATION OF THE PROPERTY WITH RESPECT TO THE FEATURES DISPLAYED ON THE MAP. NO FIELD STUDY OF THE DRAINAGE CHARACTERISTICS TO WHICH THIS PROPERTY MAY BE SUBJECT TO HAS BEEN CONDUCTED AND NO REPRESENTATION CONCERNING THE INSURABILITY OF THIS PROPERTY OR THE POTENTIAL OF THIS PROPERTY TO BE SUSCEPTIBLE TO FLOODING OR SUBJECT TO ANY FLOOD HAZARD HAS BEEN MADE. WE MAKE NO REPRESENTATION CONCERNING THE ACCURACY OF THIS FIRM WHICH INCLUDES A NOTE THAT, "THIS MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS."
- ALL NEW UTILITIES SHALL BE LOCATED UNDERGROUND.
- EXISTING LAKE SHALL PROVIDE DETENTION AND WATER QUALITY FOR THE EXISTING FACILITY AT #1732 PROSPECT ROAD, PROPOSED LOT 1 AND A PORTION OF PROSPECT LAKES PLAT ONE AS REQUIRED.
- THIS PLAN IS PRELIMINARY AND NOT FOR CONSTRUCTION.



TRASH ENCLOSURE CONCRETE PAVEMENT DETAIL
NOT TO SCALE



ASPHALT MILLINGS DETAIL
NOT TO SCALE



BLACK VINYL COATED CHAIN LINK FENCE DETAIL
NOT TO SCALE

NOTE: CHAIN LINK FENCING MUST BE BLACK VINYL COATED

Benchmarks:

Project

A 149 - ELEVATION: 192.049M (630.08 FT.)
US&GS BRASS VERTICAL MARK DISK STAMPED "A 149 1935" SET IN A DRILL HOLE IN THE NORTHWEST ABUTMENT OF THE NORFOLK AND WESTERN RAILROAD BRIDGE OVER BUSINESS HIGHWAY 61

Site

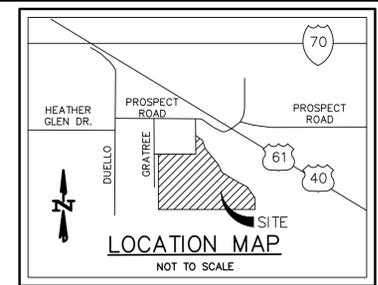
ELEVATION 603.21 FINISHED FLOOR ELEVATION AT THE CENTERLINE OF DOOR AT THE SOUTHWEST ENTRANCE OF MAIN BUILDING

Sheet Index

- | | |
|-------|------------------|
| C1 | COVER SHEET |
| C2-C3 | SITE PLAN |
| C4-C5 | TOPOGRAPHIC PLAN |



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A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

PREPARED FOR:
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, MISSOURI, 63385
(314) 974-6462



**ENGINEERING
PLANNING
SURVEYING**

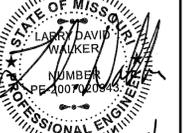
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #00055
Missouri State Certificate of Authority
Surveying #00144

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any
responsibility for all other
drawings, specifications, estimates,
reports or other documents or
instruments relating to or
intended to be used for any part
or parts of the architectural or
engineering project or survey
other than those authenticated by
my seal.



Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A_PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

COVER SHEET

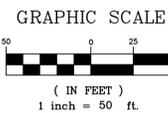
C-1



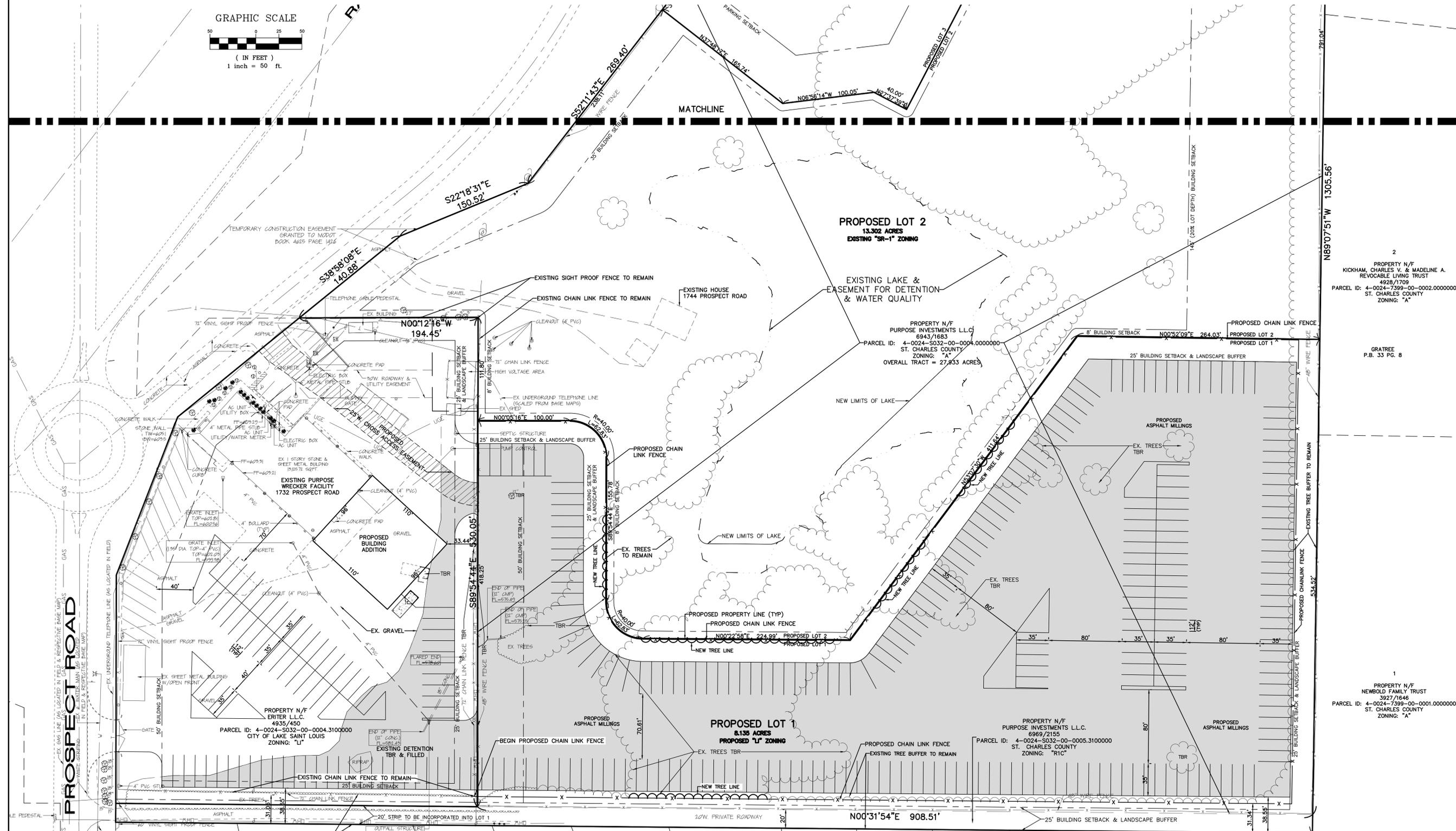
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UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF THE IMPROVEMENTS.

*FIBER OPTICS ARE PRESENT



LEGEND
ASPHALT MILLINGS



A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

BAT
ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Box Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

STATE OF MISSOURI
LARRY D. WALKER
PROFESSIONAL ENGINEER
NUMBER 000720343
EXPIRES 11/05/19
Larry D. Walker
Civil Engineer
Engineers License 200720343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A.PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

SITE PLAN
C-2

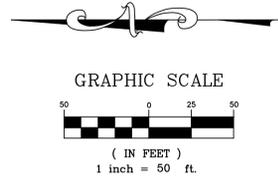
- 2 PROPERTY N/F KLEPPER, MICHAEL S. & PATRICIA M. 1778/24 PARCEL ID: 4-0024-6244-00-0002.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- 3 PROPERTY N/F IMBODEN, THERESA E. 4523/2472 PARCEL ID: 4-0024-6244-00-0003.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- 4-0024-6244-00-0004.3100000 CITY OF LAKE SAINT LOUIS ZONING: "LI"
- PROPERTY N/F ERITER L.L.C. 4935/450 PARCEL ID: 4-0024-5032-00-0004.3100000 CITY OF LAKE SAINT LOUIS ZONING: "LI"
- EXISTING DETENTION TBR & FILLED
- EXISTING CHAIN LINK FENCE TO REMAIN
- EXISTING TREE BUFFER TO REMAIN
- PROPERTY N/F SURVANT, JOSEPH & COURTNEY 5868/1070 PARCEL ID: 4-0024-6244-00-0004.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F MAAS, EDWIN E. & LEAN E. REVOCABLE LIVING TRUST 5389/986 PARCEL ID: 4-0024-6244-00-0011.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F LAYO, ZACHARY & KAITLIN 6326/2126 PARCEL ID: 4-0024-6244-00-0012.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F MARTY, MARY E. REVOCABLE LIVING TRUST 5389/986 PARCEL ID: 4-0024-6244-00-0013.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F ABEL, BRUCE W. PARCEL ID: 4-0024-6244-00-0014.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F BRANKS, STEVEN W. & RACHELLE D. PARCEL ID: 4-0024-6244-00-0015.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F TULLMAN, SUE F. PARCEL ID: 4-0024-6992-00-0016.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F MOORE, E. LYNN & LOUISE LIVING TRUSTS PARCEL ID: 4-0024-6992-00-0017.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F RAYMOND, VICTORIA L. 5283/2358 PARCEL ID: 4-0024-6992-00-0018.0000000 ST. CHARLES COUNTY ZONING: "R1C"



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*FIBER OPTICS ARE PRESENT

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MISSOURI STATE HIGHWAY 40/61

SOUTH SERVICE ROAD

RAMP 4

PROPOSED LOT 3
7.101 ACRES
PROPOSED "B" ZONING

PROPERTY N/F
PURPOSE INVESTMENTS L.L.C.
6943/1683
PARCEL ID: 4-0024-5032-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "A"
OVERALL TRACT = 27.933 ACRES

3
PROPERTY N/F
ALBERS, JAMES & LAURA
5770/648
PARCEL ID: 4-0024-7399-00-003.0000000
ST. CHARLES COUNTY
ZONING: "A"

1
PROPERTY N/F
STATE OF MISSOURI
2752/1996
PARCEL ID: 4-0024-5297-00-0001.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

2
PROPERTY N/F
STAWARSKI WILLIAM P.
3333/1157
PARCEL ID: 4-0024-5297-00-0002.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

OAK BLUFF PRESERVE PLAT 1
P.B. 20 PG 163

A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

PREPARED FOR:
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, MISSOURI, 63385
(314) 974-6462



ENGINEERING
PLANNING
SURVEYING

221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

STATE OF MISSOURI
LARRY D. WALKER
NUMBER
PE 000720940
PROFESSIONAL ENGINEER
11/05/19
Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A_PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

SITE PLAN

C-3

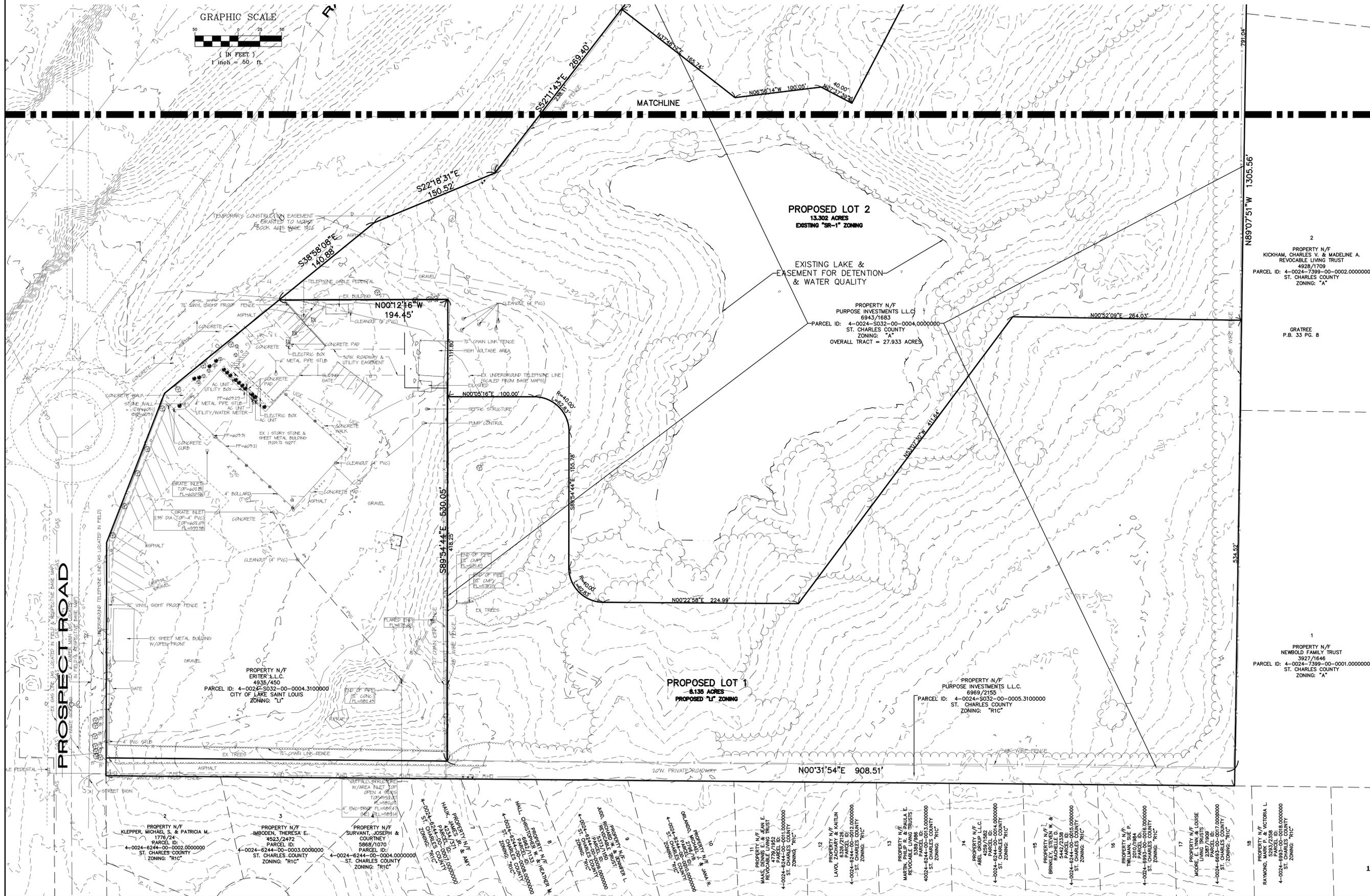
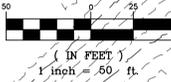


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GRAPHIC SCALE



PROSPECT ROAD

A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

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NO.	DATE	DESCRIPTION

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STATE OF MISSOURI
LARRY D. WALKER
PROFESSIONAL ENGINEER
NUMBER 000144
EXPIRES 11/05/19
Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

TOPOGRAPHIC PLAN
C-4

PROPERTY N/F
KICKHAM, CHARLES V. & MADELINE A. REVOCABLE LIVING TRUST
4928/1709
PARCEL ID: 4-0024-7399-00-0002.0000000
ST. CHARLES COUNTY
ZONING: "A"

GRATTEE
P.B. 33 PG. 8

PROPERTY N/F
ERITER L.L.C.
4936/450
PARCEL ID: 4-0024-5032-00-0004.3100000
CITY OF LAKE SAINT LOUIS
ZONING: "U"

PROPERTY N/F
NEWBOLD FAMILY TRUST
3927/1646
PARCEL ID: 4-0024-7399-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "A"

PROPERTY N/F
PURPOSE INVESTMENTS L.L.C.
6943/1683
PARCEL ID: 4-0024-5032-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "A"

OVERALL TRACT = 27.933 ACRES

PROPERTY N/F
PURPOSE INVESTMENTS L.L.C.
6969/2155
PARCEL ID: 4-0024-5032-00-0005.3100000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
KLEPPER, MICHAEL S. & PATRICIA M.
1776/24
PARCEL ID: 4-0024-6244-00-0002.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
BIBODEN, THERESA E.
4523/2472
PARCEL ID: 4-0024-6244-00-0003.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
SURVANT, JOSEPH & COURTNEY
5868/1070
PARCEL ID: 4-0024-6244-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
MAAS, EDWIN E. & JEAN E. REVOCABLE LIVING TRUST
PARCEL ID: 4-0024-6244-00-0011.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
LAVO, ZACHARY & KATHLIN
6326/2126
PARCEL ID: 4-0024-6244-00-0012.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
MAYHEW, JAMES L. & MARY ANN L. REVOCABLE LIVING TRUST
PARCEL ID: 4-0024-6244-00-0013.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
ABEL, ROBERT L.
5389/996
PARCEL ID: 4-0024-6244-00-0014.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
BRANKLEY, STEVEN W. & RAGHELLE D.
PARCEL ID: 4-0024-6244-00-0015.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
WILLMAN, SUE F.
PARCEL ID: 4-0024-6244-00-0016.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
MOORE, E. LYNN & LOUISE LIVING TRUST
PARCEL ID: 4-0024-6244-00-0017.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

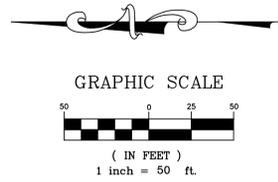
PROPERTY N/F
RAYMOND, VICTORIA L.
5283/2358
PARCEL ID: 4-0024-6244-00-0018.0000000
ST. CHARLES COUNTY
ZONING: "R1C"



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MISSOURI STATE HIGHWAY 40/61
RAMP 4

SOUTH SERVICE ROAD

PROPOSED LOT 3
7.101 ACRES
PROPOSED "B" ZONING

PROPERTY N/F
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ST. CHARLES COUNTY
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PROPERTY N/F
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2752/1996
PARCEL ID: 4-0024-5297-00-0001.0000000
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PROPERTY N/F
STAWARSKI WILLIAM P.
3333/1157
PARCEL ID: 4-0024-5297-00-0002.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

PERMANENT DRAINAGE EASEMENT
GRANTED TO STATE OF MISSOURI
BOOK 4625 PAGE 1426

TEMPORARY CONSTRUCTION EASEMENT
GRANTED TO MUDOT
BOOK 4625 PAGE 1426

OAK BLUFF PRESERVE PLAT 1
P.B. 20 PG 163

A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

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Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

TOPOGRAPHIC
PLAN

C-5

MATCHLINE



PLANNING & ZONING COMMISSION

STAFF REPORT

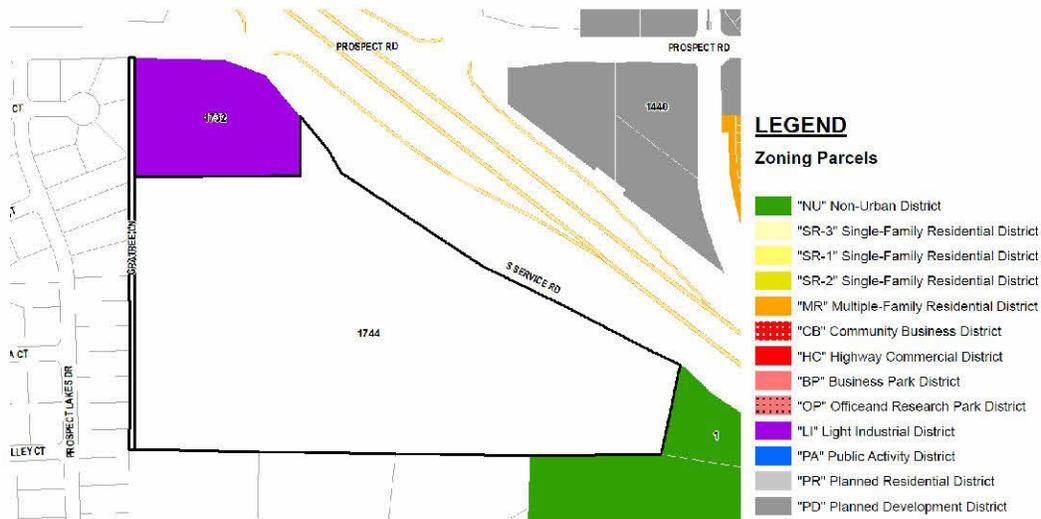
MEETING DATE	June 4, 2020
APPLICATION TYPE	Zoning Amendment, Preliminary Subdivision Plat, Final Subdivision Plat, Special Use Permit, and Site Plan Review
APPLICANT/ PROPERTY OWNER	Purpose Investments, LLC
PROPOSAL	The zoning, subdivision, use and development of the subject property in accordance with an approved preannexation agreement.
SITE AREA	28.537 acres
PROPERTY LOCATION	<p>1744 Prospect Road</p>
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND

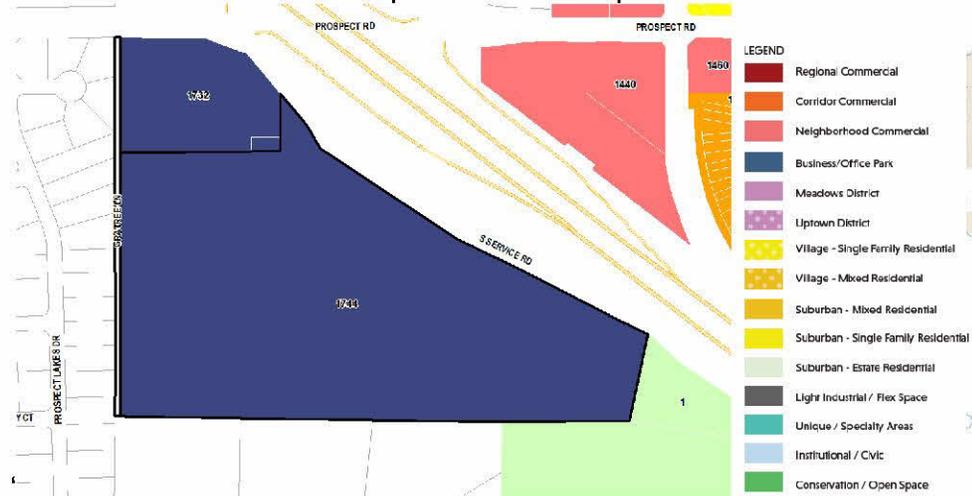
The subject property is located south of Prospect Road and South Outer 40 and measures 28.537 acres. The land uses and zoning designations of adjacent properties are summarized in the following chart and map:

Direction	Land Use	Name/Subdivision	Zoning District
North	Commercial	Purpose Wrecker	"LI" Light Industrial
East	Right-of-way	Interstate 64	
South*	Single-Family	Gratree	"A" Agricultural
West*	Single-Family	Prospect Lakes	"R1C" Single-Family Residential

*Unincorporated St. Charles County



The Comprehensive Plan's Future Land Use Map designates the subject property as "Business/Office Park". Excerpts from the Comprehensive Plan are included below.



ANNEXATION, ZONING AND SUBDIVISION

The property was voluntarily annexed into the City on May 18, 2020 (Ordinance 4116) in accordance with a preannexation agreement between the City and the property owner (Ordinance 4109). As specified in the preannexation agreement, the property is to be zoned, subdivided and developed as follows:

Lot	Size (acres)	Zoning	Use
Lot 1	8.135	"LI" Light Industrial	Parking and storage of vehicles and materials used in the operation of Purpose Wrecker, a distributor of tow trucks and equipment.
Lot 2	13.302	"SR-1" Single-Family Residential	Single-family (up to two lots)
Lot 3	7.101	"BP" Business Park	To be determined

As specified in the preannexation agreement, the property is exempt from screening and transition strip requirements specified in Sections 245.030(A)(3) and 245.030(A)(5) of the Municipal Code, and tree preservation requirements specified in Section 245.040 of the Municipal Code.

SITE PLAN AND SPECIAL USE PERMIT - LOT 1

Lot 1 will be used for the parking and storage of vehicles and equipment used in the operation of Purpose Wrecker, a distributor of tow trucks and equipment, located on the adjacent lot to the north, 1732 Prospect Road. The proposed equipment and storage yard requires approval of a Site Plan and Special Use Permit.

Lot 1 will have access to Prospect Road through a cross-access easement on the adjacent lot to the north, 1732 Prospect Road. The parking and storage area measures +/- 267,480 square feet (6.14 acres), and will be paved with asphalt millings. The area will be enclosed by a chain link fence. No exterior lighting is proposed.

Existing tree buffers along the western and southern property lines are to remain. The property is exempt from the screening and transition strip requirements specified in Sections 245.030(A)(3) and 245.030(A)(5) of the Municipal Code; however, the preannexation agreement states that the owner shall not remove trees (unless diseased or dead) on Lot 1 along the southern property line and along the western property line, and the owner shall prepare a plan for additional plantings to be installed on Lot 1 along the southern property line and along the western property line for the purpose of providing additional screening between Lot 1 and the residential properties to the south and west of Lot 1.

On May 27, 2020, the City Arborist inspected the site and found that the existing vegetation along the western and southern property lines provides an adequate screen between the subject property and the adjacent single-family properties. The City Arborist recommends the planting of 28 new trees along the western and southern property lines, spaced 50 feet on center, to provide additional screening in accordance with the approved preannexation agreement. Final tree numbers may be adjusted to mitigate the loss of existing trees due to upcoming grading activities and corresponding inspection. The location, species, and size of proposed trees shall be shown on the site plan and approved by the City Arborist.

Criteria for Approval

Approval or denial of a special use permit shall be based upon the following criteria found in Section 405.340.D of the Municipal Code:

1. The proposed special use complies with all applicable provisions of this Code, the City's Comprehensive Plan and good planning practice.
2. The proposed special use at the specified location will contribute to and promote the general welfare, health, safety and convenience of the public.
3. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the real property with respect to streets giving access to it are such that the special use will not adversely affect the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will adversely affect the immediate neighborhood, consideration shall be given to:
 - a. The location, nature and height of buildings, structures, walls and fences on the real property; and
 - b. The nature and extent of proposed landscaping and screening on the real property.
4. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Code.
5. Adequate utilities, drainage and other such necessary facilities have been or will be provided on the real property.
6. Adequate access roads, entrances and exit drives shall be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion on public streets and alleys.

CONCLUSION

Staff is of the opinion that the proposed development complies with the applicable requirements of the Municipal Code and the approved preannexation agreement.

STAFF RECOMMENDATION

To ***recommend approval*** of the Zoning Amendment, Preliminary Subdivision Plat and Final Subdivision Plat as submitted; and, to ***recommend approval*** of the Special Use Permit and Site Plan Review with the following condition:

1. Twenty-eight new trees shall be planted along the western and southern property lines, spaced 50 feet on center, to provide additional screening in accordance with the approved preannexation agreement. Final tree numbers may be adjusted to mitigate the loss of existing trees due to upcoming grading activities and corresponding inspection. The location, species, and size of proposed trees shall be shown on the site plan and approved by the City Arborist.

MOTION

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

"I move to recommend approval of the Zoning Amendment, Preliminary Subdivision Plat and Final Subdivision Plat to the Board of Aldermen as submitted; and, to recommend approval of the Special Use Permit and Site Plan Review with the condition listed in the staff report".

BILL NO. 4335

ORDINANCE NO. ____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A LIGHTING AND MAINTENANCE AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION.

WHEREAS, The Mayor and Board of Aldermen may deem it necessary to spend funds placing a street light at the corner of Dauphine Drive and Civic Center Drive if funds become available; and

WHEREAS, MoDOT has agreed to allow the street light be placed in MoDOT right of way.

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

SECTION 1. The Board of Aldermen for the City of Lake Saint Louis has determined that it is reasonable and necessary to enter into a Lighting and Maintenance Agreement, marked Exhibit "A", attached hereto and made a part hereof, with the Missouri Highways and Transportation Commission for the light at the intersection at of Dauphine Drive and Civic Center Drive.

SECTION 2. The Board of Aldermen hereby authorizes the Mayor and/or City Administrator to sign said Agreement.

SECTION 3. 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 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

CCO Form: TR39
Approved: 10/03 (BDG)
Revised: 06/19 (GH)
Modified:

MoDOT District: St. Louis
MoDOT Agreement Administrator: (insert name)
eAgreement No.: 2020-03-56027

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Lake Saint Louis, Missouri (hereinafter, "City") .

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for installation and lighting maintenance of the portion of Route North Outer I-64 (Civic Center Drive)

(2) INSTALLATION OF LIGHTING:

(A) The City shall install one luminaire at the intersection of North Outer I-64 (Civic Center Drive) and Dauphine Drive. The City will incur the installation expense of the luminaires. The Commission shall be responsible for all maintenance and traffic control devices on and along the roadway at Dauphine Drive, with the exception of lighting.

(B) The City shall maintain, at the City's cost, all basic intersection and interchange lighting within the Commission's limited access right of way. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the lighting, basic intersection lighting and interchange lighting. The City shall provide and maintain power at the locations designated.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant

to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Traffic Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information at the intersection of North Outer I-64 (Civic Center Drive) and Dauphine Drive concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The Director of Public Works for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Tom Blair, P.E.
District Engineer – St. Louis
Missouri Department of Transportation
1590 Woodlake Drive
Chesterfield, MO 63017
Email: Thomas.Blair@modot.mo.gov

(B) To the City

Derel Koestel, P.E.
Director of Public Works
200 Civic Center Drive
Lake Saint Louis, Missouri 63367
Email: dKoestel@LakeSaintLouis.com

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for

damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(14) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(15) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(16) SECTION HEADINGS: All section headings contained in this

Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(18) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(19) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property.

(20) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(21) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this _____ day of _____, 20__.

Executed by the Commission this _____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF Lake Saint Louis

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance Number _____

BILL NO. 4336

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

udget 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
6/30/19 General Fund Balance										\$	4,730,477	(not including deduction for prepaid balance or expenses carried forward to 19/20)	
FY 19/20 original net budgeted revenue										\$	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.		
17	N/A	9/3/2019	151,000.00 (151,000.00)					101-050-9000 101-000-3970	PWTruck 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)	(12,807.00)				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) (983,256.00) (369,100.67) (121,251.82) (137,714.78) 232,176.12 146,367.75 900,652.51	601-000-3464 601-000-3467 601-000-3468 601-000-3473 601-000-3484 601-050-9112 601-050-9116 601-050-9117	LSL Blvd RAB County Grant LSL Blvd N Ph 1 Federal Grant LSL Blvd N Ph 1 County Grant LSL Blvd RAB Federal Grant Orf Road - County Grant LSL Blvd RAB Design Orf Rd/S Ridge ROW Freytmuth Ln ROW & Construction	-	2018/19 unfinished Public Works Projects		68,144.10 983,256.00 369,100.67 121,251.82 137,714.78 (232,176.12) (146,367.75) (900,652.51)

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

udget 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
							2,489.40	601-050-9121	Freyboth 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					101-030-6050	Other Contracted Services	-	Use 101-000-1922 to pay DWI lab tests		
			(122.00)					101-000-3803	Alcohol/Drug Cost Reimbursement				
22	N/A	10/7/2019	400.00					101-030-4175	Phone allowance	-	Pay for monthly phone allowance for Lt. Stevens		
			(400.00)					101-030-5005	Mobile phone				
23	N/A	10/7/2019	5,200.00					101-020-4120	PT Salaries (CD intern)	-	Allocate new positions approved		
			398.00					101-020-4240	FICA				
			(5,598.00)					101-020-4252	Personnel Requested				
			5,200.00					101-050-4120	PT Salaries (PW intern)				
			398.00					101-050-4240	FICA				
			(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				

City of Lake Saint Louis
 Budget Transfers & Adjustments
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udget 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
			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				
			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 escrow 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	4086	3/2/2020					876.00	601-060-9238	Hawk Ridge Pond Bank	-	Quotes higher than originally estimated		
38	4086	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 repaired and one had to be replaced.		
			(947.00)					101-060-7601	Flags				
			(1,000.00)					101-060-5190	Cleaning				
			(1,000.00)					101-060-5150	Landscaping				
40	4086	3/2/2020					14,670.00	601-060-9226	Parks Capital	-	Due diligence survey and Ph 1 environmental for meadows park		
41	4097	3/16/2020	2,085.91					101-030-4185	Salaries - Grant OT	-	Traffic safety grants 1/9 - 2/2		
			(2,085.91)					101-000-3415	Police OT Grant revenue				
42	4097	3/16/2020	(16,498.00)					101-000-3010	Real Estate Taxes	(19,819.00)	Midyear Revenue Adjustmets		
			3,000.00					101-000-3040	Cigarette Tax				
								101-000-3050	Sales Tax - General				
								101-000-3070	Sales Tax - Transportation				
			(1,000.00)					101-000-3075	Sales Tax - Parks				

City of Lake Saint Louis
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No	No	Requested	Amount	Amount	Amount	Amount	Amount			On GF Fund Balance		General Fund	Other Funds
			33,300.00					101-000-3100	Gross Receipts - Century Tel				
			(69,000.00)					101-000-3110	Gross Receipts - Cuivre River				
			10,828.00					101-000-3120	Gross Receipts - Spire				
			1,700.00					101-000-3145	Gross Receipts - Continuum				
			45,000.00					101-000-3150	Gross Receipts - AT&T				
			2,000.00					101-000-3160	Gross Receipts - Veriaon				
			(21,900.00)					101-000-3165	Gross Receipts - Centurylink				
			(4,308.00)					101-000-3170	Gross Receipts - Consumer Cellular				
			2,600.00					101-000-3180	Gross Receipts - Nextel				
			2,120.00					101-000-3190	Gross Receipts - Tmobile				
			3,600.00					101-000-3195	Gross Receipts - Miscellaneous				
			63,423.00					101-000-3200	Franchise Fee - Cuivre River				
			3,000.00					101-000-3220	Gross Receipts - Charter				
			200.00					101-000-3221	Gross Receipts - Charter Fiberlink				
			(17,000.00)					101-000-3460	Mo Gas & Vehide Rebate				
			(50.00)					101-000-3625	Bldg Park Pond Assessment				
			(1,800.00)					101-000-3689	PW Cell Site Permits				
			(17,000.00)					101-000-3900	Interest Income				
			1,000.00					101-000-3919	Credit Card Processing & Convenience Fee				
			(634.00)					101-000-3923	Misc Clearing Account				
			(11,191.00)					101-000-3955	Landlease Income - PCS Towers				
			8,429.00					101-000-3970	Loam Proceeds				
				(13,653.00)				201-000-3010	Real Estate Taxes				
				4,000.00				201-000-3900	Interest				
				(535.00)				201-010-5501	Costs of Issuance				
					(1,776.00)			401-000-3011	Water Insurance Revenue				
					(200.00)			401-000-3900	Interest Income				
						(1,956.00)		501-000-3011	Sewer Insurance Revenue				
						(600.00)		501-000-3900	Interest				
								601-000-3050	Sales Tax - Capital Impr - Parks				
								601-000-3070	Sales Tax - Capital Impr - PW				
							(500.00)	601-000-3480	Park Donations				
							(24,118.00)	601-000-3481	In Lieu of Parkland Donation				
							(400.00)	601-000-3482	Donations - Veterans Park				
							6,000.00	601-000-3900	Interest Income				
43	4097	3/16/2020	1,210.32					101-030-4185	Salaries - OT Grants	-	Traffic Safety Grants 2/15-2/20.		
			(1,210.32)					101-000-3415	Police OT grant revenue				
44	N/A	3/16/2020	327.00					101-011-6046	Software Support PD	-	Negative balance		
			(327.00)					101-011-6045	Software Support Incode				
45	N/A	3/16/2020	4,270.00					101-011-9600	Computer Replacement Program	-	Replace seven Windows 7 computers that can't be upgraded to Windows 10		
			(4,270.00)					101-011-5000	Telephone				
46	N/A	3/16/2020	1,500.00					101-011-5230	Other supplies	-	Increase backup storage capacity		
			(1,500.00)					101-011-5000	Telephone				
47	N/A	4/6/2020	700.00					101-050-5250	Snow & Ice Control Supplies	-	Over delivery		
			(700.00)					101-050-5280	Street Materials				
48	4099	4/20/2020					(1,072,500.00)	601-000-3460	Old N Ph 1 County grant	-			
							1,950,000.00	601-050-9130	Old N Ph 1 Construction				
							(97,500.00)	601-000-3463	Old N Ph 1 O'Fallon contribution				
49	4099	4/20/2020					67,021.93	601-000-3484	Orf Road - CRB Grant	-	Project completed under budget. Zero out both expense and related revenue accounts.		
							(50,061.85)	601-050-9116	Orf Road Design & Construction				
50	4099	4/2/2020					36,057.46	601-050-9750		36,057.46	Combined projects for bidding purposes. Bid 10-19 parking lot resurfacing & sidewalk replacement.		
			(36,057.46)					101-080-9100					
51	4099	4/20/2020					232,800.00	601-000-3442	Old N Ph 2 Design	-			

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No	No	Requested	Amount	Amount	Amount	Amount	Amount			On GF Fund Balance		General Fund	Other Funds
							(192,000.00)	601-000-3470	Old N Ph 2&3 State Grant (Cost Share)				
							(20,177.50)	601-000-3461	Old N Ph 2&3 County Grant				
							(2,752.19)	601-000-3410	Old N Ph 2&3 O'Fallon Contribution				
							(29,762.00)	601-000-3473	LSL RAB Federal STP Grant				
							(16,190.00)	601-000-3464	LSL RAB County Grant				
							361,000.00	601-000-3441	Old N Ph 1 Design				
							(36,100.00)	601-000-3463	Old N Ph 1 O'Fallon Contribution				
							(209,000.00)	601-000-3460	Old N Ph 1 County Grant				
52	4099	4/20/2020	(400,000.00)				400,000.00	101/601-095-9998	Transfer	-400,000.00	Reverse 1/20/20 Transfer due to extraordinary budget situation		
53	4110	5/4/2020					25,940.00	601-000-3450	LSL Blvd Ph 2 County Grant	-	Adjust project balances per D Koestel's 4/23 email, adjustments made in advance in an effort to facilitate 20/21 capital budget process.		
							6,401.50	601-000-3461	Old N Ph 2&3 County Grant				
							(87,750.00)	601-000-3463	Old N Ph 1 O'Fallon Contribution				
							(710,650.00)	601-000-3476	Old N Ph 1 TDD Contribution				
							(650,000.00)	601-050-9208	Concrete Panel Replacement				
							(28,965.00)	601-050-9126	ADA sidewalk				
54	N/A	5/4/2020					95.00	101-010-4600	Dues/Subscriptions	-	Sam's Club membership, City Clerk's membership, additional deputy city clerk		
							(95.00)	101-010-4550	Travel Conference Staff				
55	4120	6/1/2020	4,000.00					101-011-5000	Telephone	(4,000.00)	Unbilled Centurylink invoice		
56	4120	6/1/2020	676.03					101-030-8502	DARE Program	-	Transfer from Dare Escrow 1924 to pay for Dare graduation T shirts.		
			(676.03)					101-000-3418	Law Enforcement Grants				
57	N/A	6/15/2020	704.33					101-020-5140	Legal Notices/Advertising	-	Negative Balance		
			(704.33)					101-020-6060	Planning/Engineering Consultant				
58	6/15/2020						4,338.12	601-050-6055	Grant Application Fees	-	LSL Blvd Business Dist Sidewalk EW Gateway Grant app fee		
59	6/15/2020		(37,784.10)					101-000-3480	Youth Baseball Revenue	37,784.10	Youth Baseball shortened season		
			21,593.89					101-060-6306	Youth Baseball Expense	(21,593.89)			
										(601,322.00)	Budget revenue estimated shortfall		
										3,975,615.63	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.

AN ORDINANCE TO AWARD A CONTRACT TO COLLINS & HERMANN, INC. FOR THE DAUPHINE DRIVE GUARDRAIL PROJECT 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 proposals (Bid No. 04-20) for the Dauphine Drive Guardrail Project; and

WHEREAS, City staff submitted their recommendation to the Board of Aldermen that a contract be awarded to Collins & Hermann, Inc., the sole bidder, for the Dauphine Drive Guardrail Project; and

WHEREAS, the Board of Aldermen for the City of Lake Saint Louis finds it is reasonable and necessary to enter into a contract with Collins & Hermann, Inc.

Now, therefore, 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 sign all necessary paperwork to enter into a contract with Collins & Hermann, Inc., marked Exhibit "A", attached hereto and made a part hereof, for an amount of \$30,100.00 and further authorizes change orders in an additional amount not to exceed \$19,000.00 or total authorized maximum expenditure in the amount of \$49,100.00. The City Clerk is hereby authorized to sign said documents as attesting witness for the City.

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. 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.

BILL NO. 4337

ORDINANCE NO. _____

- 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 4. Collins & Hermann, Inc. shall sign an affidavit in accordance with Missouri State Statutes that says Collins & Hermann, Inc. does not knowingly employ any person who is an unauthorized alien in connection with this Contract. The affidavit also verifies Collins & Hermann, Inc. has enrolled in the Department of Homeland Security and the Social Security Administration's E-Verify Program.

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

MEMORANDUM

To: Paul Markworth, City Administrator
From: Derek Koestel, P.E. Director of Public Works
Subject: Dauphine Drive Guardrail Project
Bid No. 04-20
Date: June 08, 2020
CC: Mayor and BOA

Staff Recommendation:

1. Recommend Collins and Hermann, Inc. as the sole bidder. Staff is familiar with Collins and Hermann, Inc. from work at public works facility and the bid was within budget.
2. Request the Board authorize staff to award the contract to Collins and Hermann, Inc. in the amount of \$30,120.
3. Request Change Order Authority in the amount of \$19,000. There is a possibility of hitting rock and some posts may require hand digging or hydro-excavation to avoid impact to utilities.
4. Funding will come from the 601-050-9228 Dauphine Guardrail account budgeted for \$50,000.

INFORMATION FOR BIDDERS
FOR
DAUPHINE DRIVE GUARDRAIL
BID NO. 04-20
LAKE SAINT LOUIS, MISSOURI

1. BID GUARANTY:

If the total bid submitted is equal to or greater than \$25,000 (twenty-five thousand dollars): 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 attached form of proposal. Bid blanks must be completed and clearly filled in and must be free from alteration either by erasure or interlineation, 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 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:

If the total bid submitted is equal to or greater than \$25,000 (twenty-five thousand dollars): 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:

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.

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 Workmans' 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.

- 1) 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.
- 2) 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.
- 3) The insurance evidenced by this certificate expressly includes person 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.

- 4) A certificate of insurance must be filed with the City providing builder's risk insurance for the proposed project.
- 5) The City must be listed on all Certificates of Insurance as additional insured.
- 6) 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 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).

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. DELETED:

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. DELETED:

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 Sewer Facilities: Standard Construction Specifications for Sewer and Drainage Facilities, Revised February 29, 2012 edition or latest version thereof by the Metropolitan St. Louis Sewer District (MSD).

Roadway Construction: Divisions 100 through 1000 St. Louis County Standard Specifications for Highway Construction, 2018 edition or latest version thereof. Some 100 divisions may be adopted throughout these specifications; however the entire 100 division is not adopted as a whole.

Waterline and Sanitary Sewer Facilities: PWSD #2 specifications for Sanitary Sewer and Water – http://www.waterdistrict2.com/RulesRegs_07.pdf Water Distribution System Specifications, revised 10/05 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.

Whenever reference is made to the requirements of American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO) or other specified standard specification the latest current revision thereof shall be used and the English version shall be used

30. DELETED:

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. PROOF OF LAWFUL PRESENCE

Where the bidder is not a corporation or partnership:

Bidders as "APPLICANTS" for a public benefit will need to comply with the requirements of RSMO 208.009 and provide proof that the applicant is a citizen or a permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through (1) a Missouri driver's license, (2) any documentary evidence recognized by the Department of Revenue when processing an application for a driver's license, or, (3) any document issued by the Federal Government that confirms an alien's lawful presence in the United States. Proof of lawful presence

shall be made to City staff prior to bid award. If an applicant cannot provide any of the documentary proof set forth above prior to bid award, the applicant can receive temporary public benefits for ninety (90) days by providing an affidavit affirming that the applicant is lawfully present within the United States.

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. DELETED:

40. AMERICAN PRODUCTS:

Section 34.353 RSMO provides that each contract in excess of \$25,000 made by the City for construction, alteration, repair, or maintenance of any public works shall provide that any manufactured goods or commodities used or supplied in the performance of the contract or any subcontract thereto shall be manufactured or produced in the United States. In certain situations, American products are of limited availability or their use would impose a substantial increase in costs. If this is the case, the contractor shall consult with the City to determine if this provision shall be waived.

41. 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: **BID NO 04-20**. The request for information or clarification shall be submitted no less than a minimum of SEVEN 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.

42. 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.

43. LATE PROPOSALS:

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

44. 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 envelop 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 can not be considered once a contract is issued.

45. NEGOTIATION:

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

46. 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.

47. 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.

48. 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 | Submitted: _____ |
| • Contract Agreement | Submitted: _____ |
| • Performance Bond | Submitted: _____ |
| • Payment Bond | Submitted: _____ |
| • Certificate of Insurance | Submitted: _____ |
| • Preliminary Work Schedule | Submitted: _____ |
| • List of Desired Substitutions - Materials and Equipment | Submitted: _____ |
| • E-verify Affidavit | Submitted: _____ |
| • List of Subcontractors | Submitted: _____ |

During Construction

- Requests for Payment
- Payroll Records
- Product Information on Material Used
- Samples and Results of Tests
- Shop Drawings (2.2.12)

Prior to Final Payment

- | | |
|--|------------------|
| • Payroll Records | Submitted: _____ |
| • Waiver of Liens | Submitted: _____ |
| • Written Notice that work is ready for Final Inspection | Submitted: _____ |
| • As-Built Plans | Submitted: _____ |
| • Product Information on Material Used | Submitted: _____ |
| • Written Warranty | Submitted: _____ |
| • Sworn Affidavit that all bills have been paid | Submitted: _____ |

Submittals by Engineer:

- | | |
|---|------------------|
| • Tax Exemption Certificate | Submitted: _____ |
| • Notice to Proceed | Submitted: _____ |
| • Shop Drawings to City | Submitted: _____ |
| • Final Certificate that Work is Complete | Submitted: _____ |
| • As-Built Drawings to City | Submitted: _____ |

**DAUPHINE DRIVE GUARDRAIL
CONTRACT BID NO 04-20
BETWEEN
CITY OF LAKE SAINT LOUIS
AND
[COLLINS & HERMANN, INC.]**

This agreement, made the ____ day of _____, 2020, and between Collins & Hermann, Inc., 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 **Dauphine Drive Guardrail, Bid No. 04-20**, 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 work to be performed under this Contract shall be commenced immediately and shall be completed in **60** calendar days.

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 **FIFTY DOLLARS (\$50.00)** 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 Thousand One Hundred Twenty Dollars, (\$30,120.00) 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:

No partial payments will be made under this contract. Upon completion of work contractor will invoice the City for one hundred (100%) percent of the contract cost.

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.

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 and certified by the Engineer, he will submit to the City a final certificate stating that the work has been completed, under the terms and conditions thereof, and the amount, based on the final estimate, remaining due the Contractor. The City will then accept the work as fully completed and will, not later than sixty (60) days thereafter 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.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions covering final payment, and it shall not constitute a waiver of claims by the City.

ARTICLE 6. 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 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15- 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://www.dolir.mo.gov/lis/prevailingwage/general_wage_order_52.pdf or see Appendix B -- Wage Rates. 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 16 – 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 17 – 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 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.

**ARTICLE 18 –
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 17 above.
- B. The penalty described in Subsection “a” of this Section shall not begin to accrue until the time periods described in Article 17 ” b” and “c” above have elapsed.
- C. Violations of Article 17 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 19 – 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.

ARTICLE 21 - PERIODS OF EXCESSIVE UNEMPLOYMENT

Contractor shall ensure that during periods of excessive unemployment the requirements of Section 290.550 through 290.580 RSMo (2000), inclusive are satisfied in that only Missouri laborers or laborers from nonrestrictive states are employed on this project, and shall include these requirements in any subcontract entered by Contractor for this project.

ARTICLE 21 – ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

- Attachment A – Bid Form Proposal and Work Conditions.
- Attachment B – General Wage Order No. 26

IN WITNESS WHEREOF, the City, by, and CONTRACTOR by, its authorized representative have executed this Amendment this _____ day of _____, 2020.

Collins & Hermann, Inc.	CITY OF LAKE SAINT LOUIS, MISSOURI
_____ Signature Date	_____ Mayor Date
_____ Printed Name	_____ ATTEST:
_____ ATTEST:	_____ ATTEST:
_____ Signature Date	_____ City Clerk Date
_____ Printed Name	_____

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 sufficient unencumbered balance in the appropriation account and in the proper fund to pay the obligation.

 Director of Finance Date

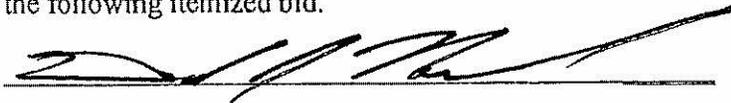
BID FORM PROPOSAL

BID TIME 12:00 PM

BID DATE May 28, 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 N/A through _____, for the **City of Lake Saint Louis Dauphine Drive Guardrail 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)

David J. Howard

(Print Name)

Collins & Hermann, Inc.

(Company Name)

1215 Dunn Road, St. Louis, MO 63138

(Address)

(314) 869-8000

(Telephone Number)

(Seal – if bid by Corporation)

**CITY OF LAKE SAINT LOUIS
DAUPHINE DRIVE GUARDRAIL PROJECT
BID FORM PROPOSAL NO. 04-20**

ITEM	DESCRIPTION	UNITS	QTY	UNIT PRICE	EXT PRICE
1	Removal & Disposal of Existing Guard Cable and Wood Posts (Approx. 250')	LS	1	\$4,455.00	\$4,455.00
2	Furnish and Install Timberbarrier Plus Aesthetic Wood Guardrail System and Crashworthy Anchor System	LF	250	\$96.12	\$24,030.00
3	Restoration & Seeding of Disturbed Areas	LS	1	\$1,635.00	\$1,635.00
Total:					\$30,120.00

Written Total: Thirty thousand one hundred twenty dollars

May 28, 2020

CITY OF LAKE SAINT LOUIS, MISSOURI

200 Civic Center Drive
Lake Saint Louis, Missouri 63367

Phone: (636) 695-4221

Attention: Terry Rigdon, Sr. Project Manager

**RE: DAUPHINE DRIVE GUARDRAIL
BID NO. 04-20
LAKE ST. LOUIS, MISSOURI**

C&H BID #: 30791-WS

Sir/Madam:

Please find listed below clarifications pertaining to the above referenced project:

- This project has been bid with product specifications provided by the City of Lake St. Louis.
- This includes 200 lf of Timber Barrier Street Guard Plus and two (2) each 25'-6" terminal rail sections; one (1) installed at each end.
- Please note that terminal rail flares away from road and is not an approved crashworthy end by federal and state agencies.
- 6" x 8" x 6' pressured treated southern yellow pine posts will be mechanically driven. If rock, underground obstacles or utilities are encountered, additional costs may be incurred.
- This has been bid as a tax exemption project.
- This does include traffic control, signage and flaggers.

We are hereby providing you with notice that, pursuant to Missouri statute #436.309, we reserve the right to provide a Retainage Bond as substitute security so that no retainage shall be withheld from payments due to us for our work on this project.

If payment is by credit card, please add a 4% fee to our contract price.

NOTES:

1. Our price is based on all work being performed utilizing one (1) mobilization.
2. The above price is based on having clean and clear access to the work area.
3. Our price is based on our excavation taking place in dirt.
4. If the chain link fence or guardrail is located behind a MSE wall or other similar walls that require granular backfill, blockouts will be needed and shall be furnished and installed by others and be clean and clear of all debris prior to Collins & Hermann's, Inc. mobilization.
5. We will not be responsible for wall when driving through MSE reinforcing fabric.

CITY OF LAKE SAINT LOUIS, MISSOURI
DAUPHINE DRIVE GUARDRAIL
PAGE TWO OF TWO

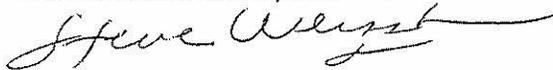
1215 Dunn Road
PO Box 98901-0901
St. Louis, MO 63138
collinsandhermann.com

6. Permits, if required, to be obtained by others.
7. If hand digging or hydro-excavating is required for any unforeseen obstructions (i.e.: utilities), additional monies will be required.
8. Our proposal is based on good soil conditions and on the basis that posts will drive without resistance or obstructions. If rock or other obstructions are encountered, additional costs may be incurred.
9. We will contact Missouri One Call or other applicable state One Call systems for their subscriber's utility locates. All private facilities to be marked and located by others/owner/you prior to our first mobilization: In lieu of utilities being marked we will submit a utility waiver that passes complete responsibility of locates to you/others.

This work to be done by trained **AFL-CIO** personnel completely insured (including workmen's compensation, bodily injury/property damage to \$1,000,000/1,000,000 liability and \$5,000,000 umbrella). This bid is based upon **ANY** and **ALL** underground utilities being properly located by others prior to our work starting as we will assume **NO** responsibility for damages to unmarked and/or improperly located underground utilities. This bid is firm if we receive a contract and/or letter of intent to contract within thirty (30) days.

Looking forward to working with you.

Cordially,
COLLINS & HERMANN, INC.



Steve Weissenborn
Commercial Sales Representative
SW/slk

ACCEPTED AND APPROVED THIS _____

DAY OF _____, 2020

SIGNATURE: _____

PRINT NAME: _____

WORK CONDITIONS

1. GENERAL: This bid is for replacing a cable/post guardrail system with a Timbarreir Streetguard Plus aesthetic guardrail system. Bidders must bid all items in the proposal.
2. LOCATION: Dauphine Drive, Lake Saint Louis, MO 63367
See attached Location Drawing
3. MATERIALS AND INSPECTION: All materials and equipment used on this work shall be new and of the best quality. Materials shall be sampled and tested in accordance with current ASTM Specifications or such others as specified hereinafter. The Contractor will be required to furnish certificates of conformance to ASTM or other applicable specifications. Materials shall be stored in such a manner that their condition is equivalent to new when installed.

Product to be used shall be an aesthetic wood guardrail system that meets NCHRP-350 Test Level 2 criteria. The Timbarreir Streetguard Plus System is an approved product and the product sheet is attached.

Please provide material product specification's with bid if proposing to use an alternate product.

4. STANDARDS AND SPECIFICATIONS: The current edition of the St. Louis County Standards Specification Book for Highway Construction and any other applicable St. Louis County Publications shall be used in the execution of this work. It is understood that existing equipment may not strictly conform to current St. Louis County standards, and in the repair of such facilities the application of such standards is not practical. In the event that adherence to St. Louis County standards is not practical the Contractor shall seek concurrence from the City prior to commencing work.

5. GUARDRAIL REPLACEMENT:

This work shall consist of all labor, equipment and materials to remove and replace existing cable guardrail system with Timbarreir Streetguard Plus System, and all related appurtenances.

6. UTILITIES:

- 6.1 It is the inherent risk of the work under this contract that the Contractor may encounter utilities above or below ground, or in the vicinity which interfere with the work ordered under this contract. The Contractor expressly acknowledges and assumes this risk even though the nature and extent of it is unknown to both the Contractor and the City. The effect in cost or time of the presence of utilities shall neither be compensable nor excusable.

- 6.2 The Contractor is expressly obligated to ascertain the presence and location of utility facilities or appurtenances, notify the utilities that may be effected by or which may affect the work, and otherwise strictly comply with its duties under those provisions of the specifications.
- 6.3 The City does not warrant the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work.

7. TRAFFIC CONTROL:

Traffic control plan types shall be used for the work. All the plan types shall include adequate cones or other channelizing devices.

No pay will be made for traffic control or flaggers if/when required. Traffic control shall be provided by the Contractor which shall include but not be limited the personnel and signage packages for any flagging operations required.

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 employees hired after the Enrollment Date who are working in connection with the Contract.
7. Contractor affirms that if it is determined that an employee 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.

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 therefor.
- 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: The Contractor is responsible for producing an as-built set of plans and submitting them to the engineer within 2 weeks of completing the project. The as-built plans shall include the following: the size, type and manufacturer information of material used, dimensions to locate all fittings and valve boxes, pipeline distance between fittings or structures, alignment of pipe in relation to existing structures, and all changes/deviations from the plans. Proper dimensioning for structures, valves and fittings will show two offset distances from the centerlines of rights-of-way or roadways. Unless specifically stated otherwise, as-built plans shall be prepared by a licensed surveyor in the State of Missouri and supplied to the City on paper plans and computer disc in a Microstation V8 format.~~

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.

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.

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO (OWNER): PROJECT: APPLICATION NO: Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR
 FROM (CONTRACTOR): VIA (ARCHITECT): ARCHITECT'S

 PROJECT NO:
 CONTRACT FOR: CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

1. ORIGINAL CONTRACT SUM \$ _____
2. Net change by Change Orders \$ _____
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ _____
4. TOTAL COMPLETED & STORED TO DATE \$ _____
 (Column G on G703)
5. RETAINAGE:
 - a. ____ % of Completed Work \$ _____
 (Column D + E on G703)
 - b. ____ % of Stored Material \$ _____
 (Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ _____
6. TOTAL EARNED LESS RETAINAGE \$ _____
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ _____
8. CURRENT PAYMENT DUE \$ _____
9. BALANCE TO FINISH, PLUS RETAINAGE \$ _____
 (Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, 19____
 Notary Public:
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ _____
 (Attach explanation if amount certified differs from the amount applied for.)
 ARCHITECT:

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side) PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER:
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED NOT IN D OR E	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		% (G + C)			

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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 fire fighting 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.

RESOLUTION NO. 06-15-20 (1)

A RESOLUTION AUTHORIZING CITY OFFICIALS TO SUBMIT A GRANT APPLICATION FOR LAKE SAINT LOUIS BOULEVARD BUSINESS DISTRICT SIDEWALK REQUESTING FUNDS FROM EAST-WEST GATEWAY ON BEHALF OF THE CITY OF LAKE SAINT LOUIS, MISSOURI.

WHEREAS, East-West Gateway administers funding for a Transportation Alternatives Program; and

WHEREAS, City staff has requested authorization to submit an application for a Transportation Alternatives Program grant; and

WHEREAS, the East-West Gateway requires an application fee not to exceed one-half of one percent of the federal funds requested by the application, an amount estimated to be not more than \$4,338.42; 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 OF THE CITY OF LAKE SAINT LOUIS AS FOLLOWS:

SECTION 1. Application Form. The Board of Aldermen has determined the application, marked Exhibit "A" and attached hereto, is approved as to form.

SECTION 2. Application Fee. The Board of Aldermen authorizes the expenditure of City funds not to exceed one-half of one percent of the federal funds requested by the application, an amount estimated to be not more than \$4,338.42.

SECTION 3. 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 4. Effectiveness. This resolution shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

Project Application Form

Transportation Alternatives Program

2020 Call for Projects

For the St. Louis Region

Bicycle and Pedestrian Facilities

Sponsoring Agency: _____

Project Title: _____

Federal Amount Requested: _____

Applications Due: Thursday, August 20, 2020 by 4:00 PM



EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

TRANSPORTATION ALTERNATIVES PROGRAM
BICYCLE AND PEDESTRIAN FACILITIES – PROJECT APPLICATION FORM

Please refer to the TAP Project Development Workbook for more information on the program requirements, scoring criteria, and available funding. The Project Development Workbook is available on the East-West Gateway Council of Governments (EWG) [TAP Call for Projects](#) web page.

This project application form is for the bicycle and pedestrian facilities, including Safe Routes to School (SRTS) infrastructure. There are separate project application forms for the SRTS non-infrastructure activities, and for the community improvement and environmental mitigation activities. If your agency is interested in applying for those activities, please obtain the application form from the EWG website, or contact EWG staff for more information.

Viewing and utilizing the application form will require the installation of Adobe Reader. A free download of the software can be obtained here: <http://get.adobe.com/reader/>. **Please save the application to your computer before filling out the necessary information.** Rename the PDF file using the following format: 2020TAP_[Sponsor]_[Project Name].pdf. You may attach additional pages to the application if necessary to address questions in the application.

The call for projects begins **June 4, 2020** and ends on **August 20, 2020 at 4:00 p.m.** Applications received after the deadline will not be accepted. Submit the completed application and necessary attachments electronically to TAP@ewgateway.org. Please submit one application per email. Electronic copies can also be delivered on a CD or USB drive. You will receive an email confirmation within one business day of submittal. If you do not receive confirmation or have questions about the application, contact EWG staff.

Applicants must also submit one (1) hard copy (including attachments) to:

East-West Gateway Council of Governments
Attention: Transportation Planning Department – TAP
Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

The hard copy must be delivered to EWG or postmarked by the deadline. The information provided in this application is public record.

Project sponsors wanting feedback on applications may submit a preliminary copy by **July 9, 2020** to TAP@ewgateway.org. EWG staff will review the applications submitted and will return comments by email by **July 23, 2020**. If a preliminary application is submitted for feedback, a final application must still be submitted by **August 20, 2020**.

CONTACT INFORMATION

Melissa Theiss, Bicycle, Pedestrian, and Accessibility Transportation Planner
East-West Gateway Council of Governments
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451
Phone MO: (314) 421-4220
Phone IL: (618) 274-2750
E-mail: TAP@ewgateway.org

PROJECT CHECKLIST

The evaluation and scoring of all projects will be based on the answers provided in the application and the attachments submitted.

The materials should be submitted in the following order.

Project Application: (required)

- Project application fee** – ½ of one percent of federal funds requested. Make checks payable to “East-West Gateway Council of Governments” or “EWGCOG.”
- Completed TAP application**
- Required signatures** – Notification of Title VI Requirements, Financial Certification of Matching Funds, Person of Responsible Charge Certification, Right-of-Way Acquisition Certification Statement, Policy on Reasonable Progress Certification – Missouri Sponsors Only, Certification of Funding Availability – Illinois Sponsors Only

Attachment A: (required)

- Project location map** – depict the location of the project on a base map such as a town road map, GIS map, aerial photo, or another base map suitable to clearly show the project’s overall location. Provide on an 8 ½ x 11 page. Project location is used by EWG to determine:
 - score for Environmental Justice
 - score for Population and Employment Index
- Detailed cost estimate** – use Estimate of Project Costs excel file provided by EWG.
- Letter of permission from facility owner** – provide if sponsor does not own roadway/facility.
- Letter of support from match source** – provide if individual, business, other local public agency, or other third-party is providing matching funds.
- Coordination letter(s)** – provide if sponsor requires coordination with other agencies to implement the project (e.g., Great Rivers Greenway, Madison County Transit District, Bi-State Development, St. Clair County Transit District, or another jurisdiction).

Attachment B: (not required, but used for project evaluation)

- Photographs** – attach photo(s) of the current roadway or bicycle/pedestrian facility.
- Detailed map (existing)** – provide a map showing:
 - bus stops/stations in relationship to project
 - community resources located within ½ mile of project limits (e.g., park, full service grocery, civic building, library, health care, recreation center)
 - cultural destinations located within ½ mile project (e.g., tourism destinations, heritage/historic sites, natural areas)
 - schools (grades K-12 and college/university) located within ½ mile of project limits
 - existing bicycle and/or pedestrian facilities within ½ mile of project limits
- Detailed map (proposed)** – provide a map showing:
 - location of proposed improvements (e.g., RRFB/PHB, crosswalk visibility enhancements, medians and pedestrian crossing islands, new sidewalk/shared-use path)
- Typical section** – show details of before and after improvements.
- Crash reports** – provide bicycle and pedestrian crash reports along the project limits. Use crash reports from 2014-2019. Redact any personal information (e.g., names, addresses).
- Documentation of an approved or adopted plan, ordinance, and/or policy that supports the project** – do not attach entire plan documents, only include the necessary pages.

Attachment C: (not required)

- Letters of support** – endorsements or petitions from associations, boards, school districts, residents, businesses, etc. Only attach letters of support that pertain to specific project.
- Documentation of public involvement process** – public meeting minutes, newspaper clippings, press announcements, etc.

Attachment D: (required)

- Operations and maintenance** – use Operations and Maintenance Form provided by EWG. Only submit one per sponsor.

SUBMITTAL TYPE (CHECK ONE):

- Preliminary application (for comments) – Due **July 9, 2020**
- Final application – Due **August 20, 2020**

SPONSOR INFORMATION						
Sponsoring agency:						
Secondary sponsor agency (if applicable):						
Chief Elected Official/Chief Executive Director:						
Name:			Title:			
Street address:						
City:		State:		County:		ZIP code:
Project contact:						
Name:			Title:			
Agency:						
Street address:						
City:		State:		County:		ZIP code:
Phone Number:			E-mail address:			
Application contact:						
Name:			Phone Number:			
E-mail address:						
PROJECT INFORMATION						
Project title:						
Project status:				Is this application request for a piece of a larger project (phase) or the entire length of project?		
<input type="checkbox"/> New project				<input type="checkbox"/> Phase		
<input type="checkbox"/> Continuation of STP-S/CMAQ/TAP project				<input type="checkbox"/> Full project		
<input type="checkbox"/> Add to existing non-federally funded project						
If project is a continuation of another project that was previously programmed in the TIP, provide TIP ID # of existing project and also explain this relationship:						
If this project is a phase of a full project, how many phases are left to complete the project? Briefly explain each phase (i.e., project limits and general improvements):						
Has your agency received federal funds along the project corridor within the last 10 years?						
<input type="checkbox"/> Yes <input type="checkbox"/> No						
If yes, when?						
Does this project touch MoDOT or IDOT right-of-way?						
<input type="checkbox"/> Yes <input type="checkbox"/> No						
<i>If yes, a letter of support for this project is required from the state DOT.</i>						
Does the sponsoring agency own and maintain this facility?						
<input type="checkbox"/> Yes <input type="checkbox"/> No						
<i>If no, a letter of support for this project is required from the facility owner.</i>						
If no, who owns the facility?						

ROADWAY INFORMATION

Note: provide the following information for the road adjoining to the bike/ped facility.

Name of street or facility to be improved:			
Project length (miles):			
Project limits – north/west reference point, cross street, or intersection:			
Project limits – south/east reference point, cross street, or intersection:			
Federal functional classification of road (per EWG) ¹ :			
	CURRENT:		PROPOSED:
Traffic volumes (AADT):	Year:		Year:
Average daily use volume:			
Speed limit of street:			
Number of through lanes (both directions):			
Number of turn lanes:			
Typical lane width:			
Outside lane width:			
Shoulder width:			
On-street parking allowed?	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
Curb and gutter?	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
Sidewalks?	<input type="checkbox"/> One side <input type="checkbox"/> Both sides <input type="checkbox"/> None		<input type="checkbox"/> One side <input type="checkbox"/> Both sides <input type="checkbox"/> None
Sidewalk width:			
Existing sidewalk surface condition ² :	<input type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input type="checkbox"/> None		n/a
Sidewalk/roadway separation width:			
On-road bicycle facility ³ ?	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
On-road bicycle facility width:			
Shared-use path/sidepath?	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
Shared-use path/sidepath width:			

¹ EWG Functional Classification maps: <http://www.ewgateway.org/FuncClass>.

² **Poor:** the sidewalk has deep cracking and buckling, poor drainage, or a bulging surface (due to tree roots). Impassable to mobility impaired pedestrians. **Fair:** the sidewalk contains cracks or an uneven and distressed surface. Hinders mobility of the average pedestrian. **Good:** the sidewalk is free from significant cracking, buckling, or gravel surfaces. Unlikely to hinder mobility of the average pedestrian. **Excellent:** the sidewalk is in like new condition and contains no cracking or buckling. Does not hinder mobility of the average pedestrian. **None:** no sidewalk is present.

³ On-road bicycle facility includes: bike lanes (separated, buffered, and standard). Shared-lane markings (sharrows) and share the road signage are not bicycle facilities. View EWG Bicycle Planning Guide for a description of bicycle facilities: https://www.ewgateway.org/wp-content/uploads/2018/07/BicyclePlanningGuide_June2018.pdf.

LAND ACQUISITION INFORMATION

Status of right-of-way acquisition (all properties, permanent and/or temporary easements, Temporary Slope Construction License (TSCL), and other rights-of-way):

- All acquired or none needed
- In process
- Not started

If applicable, list the number of parcels to be acquired (all properties, permanent and/or temporary easements, TSCL, and other rights-of-way):

If any residential or commercial displacements are anticipated, give details on how many and if they are residential and/or commercial:

Right-of-way acquisition by:

Right-of-way condemnation by:

Will the project traverse any public property, such as a public park that has used federal funds (e.g., Land and Water Conservation Funds) in the past?

- Yes No Unknown

UTILITY COORDINATION

Note: *project sponsor must coordinate with utilities prior to construction.*

Will the project involve any coordination with utilities?

- Yes No

If yes, check the appropriate box to select the type of utility. Then give the names of the utility companies.

Electric

Phone

Gas

Water

Cable TV

Storm sewer

Sanitary sewer

Give details concerning potential utility conflicts, problems, or issues:

Utility coordination completed by:

Designed by:

Inspected by:

RAILROAD COORDINATION	
Does the project traverse any property owned by a railroad? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there a railroad within 500' of project limits? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of railroad:	
Number of crossings impacted:	
Are the crossings active?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Width of crossing:	
What is the crossing type? <input type="checkbox"/> Timber <input type="checkbox"/> Rubberized <input type="checkbox"/> Asphalt <input type="checkbox"/> Concrete <input type="checkbox"/> Other	
Describe other: 	
PROJECT MAINTENANCE	
List any regular maintenance tasks anticipated over the next 25 years: 	
Estimated annual cost to maintain facility and funding source(s): 	
AMERICANS WITH DISABILITIES ACT	
Under the 1990 Americans with Disabilities Act (ADA), Title II requires public entities with more than 50 employees to complete a self-evaluation and create an effective ADA transition plan ⁴ .	
Does your local public agency have more than 50 employees? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, does your agency have an adopted ADA transition plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If your agency has an ADA transition plan, when was it adopted?	
If ADA transition plan is not adopted, when is it expected to be adopted?	

⁴ FHWA Questions and Answers about ADA/Section 504: https://www.fhwa.dot.gov/civilrights/programs/ada/ada_sect504qa.cfm.

PLANNING/COMMUNITY SUPPORT

Is the project identified in an approved plan, policy, or ordinance?

Yes No

Name and adoption date of plan, policy, or ordinance:

Describe the public involvement activities to date on the proposed project:

PROJECT DESCRIPTION

Define the **scope** and **specific elements** of the project. Describe current conditions / problems / issues that the project will address. Be as specific as possible. If the project can be broken down into constructible segments, please provide information on each segment.

PROJECT DEVELOPMENT SCHEDULE
Note: many stages can occur concurrently.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	04/2021	04/2021	1
Execute agreement (project sponsor and DOT)			
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE2, T&E, etc.)			
Public meeting/hearing			
Develop and submit preliminary plans			
Preliminary plans approved			
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*			
Right-of-way acquisition			
Utility coordination			
Develop and submit PS&E			
District approval of PS&E/advertise for bids*			
Submit and receive bids for review and approval			
Project implementation/construction			

* Finish date must match fiscal year for each milestone shown in **bold text**.

FINANCIAL PLAN
Note: federal participation for a phase of work must not exceed 80% of the total cost. For projects in Illinois, a local match is required to pay for at least 50% for right-of-way acquisition.

Activity ⁵	Starting Federal Fiscal Year ⁶	Total Phase Cost	TAP Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY	\$ 0			0.00%
Right-of-Way	FY	\$ 0			0.00%
Construction Engineering	FY	\$ 0			0.00%
Construction / Implementation	FY	\$ 0			0.00%
TOTAL PROJECT COST		\$ 0	\$ 0	\$ 0	0.00%

Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:

⁵ Preliminary engineering funds are available in FY 2022, right-of-way in FY 2022 or FY 2023, and construction/construction engineering in FY 2022, FY 2023, or FY 2024.
⁶ Fiscal years are federal fiscal years (October 1 through September 30).

SAFETY

Does the project address a location with a history of crashes involving pedestrians and/or bicyclists along the project limits from 2014-2019?

Yes No

If yes, provide the summary for each crash involving a pedestrian or bicyclist in the table below using crash data from 2014-2019. Provide the crash reports in Attachment B.

Date	Time of Day	Location (i.e., street name, cross street, intersection)	Collision Type (i.e., bicyclist or pedestrian)	Severity (i.e., fatal, serious injury, minor injury)

Are there any undocumented safety issues?

Yes No

Describe the documented or undocumented safety issue:

Describe the countermeasure(s) and explain how specific features of the proposed project will improve safety for pedestrians, bicyclists, and/or motorists (documented and/or undocumented issues):

MULTIMODAL

Describe the existing conditions of the bicycle/pedestrian environment where the proposed facility will be constructed:

Does the proposed project incorporate any of the following bicycle-related improvements?

- Separated bike lane/cycle track/protected bike lane
- Shared-use path/trail/arterial sidepath
- Buffered bike lane
- Standard bike lane (not buffered)
- Marked shared roadway (shared-lane markings, "sharrow")
- Wayfinding, bicycle racks or parking, or other end of trip facilities
- Other
- None

Describe the bicycle-related improvements (including 'other') in detail:

Does the proposed project incorporate any of the following pedestrian-related improvements?

- New sidewalks (where none currently exist)
- Sidewalk spot slab improvements
- Sidewalk reconstruction
- Construction of new curb ramps (where none currently exist)
- Curb ramp reconstruction
- Sidewalk/roadway separation
- Wayfinding, furniture, or other end of trip facilities
- Pedestrian-scale lighting (e.g., glare shielded, lower height (12' to 16'), in-pavement)
- Other
- None

Describe the pedestrian-related improvements (including 'other') in detail:

Does the proposed project incorporate any of the following intersection or crossing treatments?

- Countdown timers
- Leading pedestrian interval (LPI)
- Bicycle signals or bicycle detection
- Rectangular Rapid-Flashing Beacon (RRFB)
- Pedestrian Hybrid Beacon (PHB or HAWK)
- Marked crosswalks (standard parallel crosswalk markings)
- High-visibility crosswalks (e.g., ladder, zebra, or continental crosswalk markings)
- Enhanced signing and marking
- Raised crosswalks
- Midblock crossings
- Pedestrian refuge islands
- Curb extension or bulb-outs
- Bicycle boxes
- Colored pavement crossings for bicycle lanes marked through intersection
- Other
- None

Describe the intersection or crossing treatments (including 'other') in detail and identify crosswalk locations:

If the project incorporates any safety, traffic calming, or design improvements, describe the improvements in detail (e.g., improvements at a rail-grade crossing, intersection improvements, road diets, bulb-outs, raised median barriers, center islands, roadway markings, improved signage and signals):

Does the project improve access to transit bus stops, stations, park-and-ride lots, or other major transit facilities?

Yes No

If yes, identify the bus route and/or transit facility:

Does the project incorporate improvements to existing transit stops or stations (e.g., 5' x 8' ADA landing pads, benches, shelters)?

Yes No

If yes, identify the improvements:

Is the project within ½ mile of a school?

Yes No

If yes, identify the school(s):

School Name	Proximity to Project
	<input type="checkbox"/> Within ¼ mile <input type="checkbox"/> Within ½ mile
	<input type="checkbox"/> Within ¼ mile <input type="checkbox"/> Within ½ mile
	<input type="checkbox"/> Within ¼ mile <input type="checkbox"/> Within ½ mile
	<input type="checkbox"/> Within ¼ mile <input type="checkbox"/> Within ½ mile

Does the project provide direct access (i.e., adjacent) to a community resource (e.g., park, full service grocery, civic building, library, health care, recreation center)?

Yes No

Is the project within ½ mile of a community resource?

Yes No

Identify all community resources (planned or existing) that the project serves:

Does the project provide direct access to a cultural destination (e.g., "main street," tourism destinations, heritage/historic sites, natural areas)?

Yes No

Is the project within ½ mile of a cultural destination?

Yes No

If yes, identify the cultural destinations that the project serves:

Does the project provide a connection that reduces a barrier to use and functionality?

Yes No

If yes, identify and describe the barrier (e.g., river, stream, railroad corridor, freeway, multi-lane highway). Also, identify the magnitude of the barrier (e.g., number of lanes, average daily traffic, posted speed, etc.):

Describe in detail how the project links to the existing pedestrian/bicycle network. Explain how pedestrians, bicyclists, and/or transit users would use this network to connect to key destinations, both within and adjacent to the project limits (no more than ½ mile). If the project does not directly touch an existing pedestrian/bicycle facility, explain why this segment is a priority for pedestrian/bicycle travel:

If applicable, give details about any topographical and/or physical constraints within or adjacent to the project limits:

ENVIRONMENT

Does the project incorporate any of the following green infrastructure improvements?

- Bioswales
- Rain gardens
- Pervious pavements
- Planter boxes
- Green bulb-outs
- Other
- None

Describe the green infrastructure improvements (including 'other') in detail:

NOTIFICATION OF TITLE VI & NONDISCRIMINATION REQUIREMENTS

Title VI

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d *et seq.*
- B. All requirements imposed by or pursuant to the Code of Federal Regulations, Title 49: Transportation, Subtitle A: Office of the Secretary of Transportation, Part 21: *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.*

As part of federal requirements, a recipient of funds from DOT must ensure that it has written policies and procedures in place to ensure nondiscrimination in its programs, up to and including, developing a Title VI Plan.

Nondiscrimination

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act.*
- B. The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations, including;
 1. 41 CFR Part 60 – *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.*
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:
 1. 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.*
 2. 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA).*
 3. 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles.*
 4. 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services.*
 5. 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.*
 6. 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped.*
 7. 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.*
 8. 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled.*
 9. 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards.*
 10. 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons.*
 11. Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.

- E. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*
- F. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission at 29 CFR Part 1625—*Age Discrimination in Employment Act.*
- G. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2.
- H. Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.*
- I. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vol. 70 No. 74087—*DOT Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficiency (LEP) Person.*

By submitting its application as part of the TIP process and signing below, the Project Sponsor certifies that it has reviewed the federal requirements regarding nondiscrimination in federally assisted programs and believes that the Project Sponsor complies with the required policies and procedures.

Also, the Project Sponsor acknowledges its understanding that if the Project Sponsor does not have the required policies and procedures in place prior to federal funds being obligated, then the Project Sponsor’s project may become ineligible for federal funding.

Name (print)

Title

Signature

Date

FINANCIAL CERTIFICATION OF MATCHING FUNDS

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be funded under the provisions of the Fixing America's Surface Transportation (FAST) Act.

Project Title: _____

Local Match Amount: _____

Sponsoring Agency: _____

Chief Elected Official (or Chief Executive Officer):

Name (print): _____

Signature: _____

Date: _____

Chief Financial Officer:

Name (print): _____

Signature: _____

Date: _____

PERSON OF RESPONSIBLE CHARGE CERTIFICATION

The key regulatory provision, 23 CFR 635.105 – Supervising Agency, provides that the State Transportation Agency (STA) is responsible for construction of federal-aid projects, whether it or a local public agency (LPA) performs the work. The regulation provides that the STA and LPA must provide its full-time employee to be in “responsible charge” of the project.

The undersigned employee(s) of the Project Sponsor will act as person of responsible charge. If at any point the employee leaves the LPA, the LPA is responsible for finding a suitable replacement and notifying EWG. If the person of responsible charge is found to not be a full-time employee of the LPA, it will result in the loss of federal funds for this project. One employee can act as person of responsible charge for all three phases. All three phases must be signed.

Person of Responsible Charge – Design Phase

Name (print): _____

Title: _____ Email: _____

Signature: _____

Date: _____

Person of Responsible Charge – Right-of-Way Acquisition Phase

Name (print): _____

Title: _____ Email: _____

Signature: _____

Date: _____

Person of Responsible Charge – Construction/Implementation Phase

Name (print): _____

Title: _____ Email: _____

Signature: _____

Date: _____

RIGHT-OF-WAY ACQUISITION CERTIFICATION STATEMENT

The State Department of Transportation and the Federal Highway Administration (FHWA) have the right and responsibility to review and monitor the acquisition procedures of any federally funded transportation project for adherence to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Those projects found in non-compliance may jeopardize all or part of their federal funding.

A. The Project Sponsor hereby certifies that any right-of-way, and/or permanent or temporary easements necessary for this project, obtained prior to this application, were acquired in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

B. The Project Sponsor also certifies that any additional right-of-way, and/or permanent or temporary easements, subsequently required to complete the project, will be acquired according to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Name (print)

Title

Signature

Date

POLICY ON REASONABLE PROGRESS CERTIFICATION – MISSOURI SPONSORS ONLY

Following on the next page is a copy of the policy on reasonable progress adopted by the East-West Gateway Council of Governments Board of Directors.

The undersigned representative of the Project Sponsor hereby certifies that s/he has read this policy and understands its requirements. The representative acknowledges that failure to meet all of the reasonable progress requirements could result in federal funds being revoked and returned to the regional funding pool, as dictated by the policy.

Name (print)

Title

Signature

Date

POLICY ON REASONABLE PROGRESS – MISSOURI SPONSORS ONLY

Reasonable Progress

For projects or programs included in the Transportation Improvement Program (TIP), “reasonable progress” will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (*i.e., preliminary engineering, right-of-way acquisition, or plans, specifications, and estimates*). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the Project Sponsor in the project application.

Policy Procedures and Enforcement

Projects that do not obligate all federal funds by the Board-approved suspense date will be removed from the TIP and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor will have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (*i.e., not meet a September 30 deadline*), the Project Sponsor will have the opportunity to ask for consideration of a “one-time extension” in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

To be considered for this extension the Project Sponsor has to demonstrate on all counts: a) the delay is beyond their control and the sponsor has done due diligence in progressing the project; b) federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; and c) there is a realistic strategy in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by EWG staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis, subject to available funding, and are subject to the Board-adopted rules for TIP modifications.

Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the EWG website, utilizing project information provided by the Project Sponsor, IDOT, and MoDOT district offices. Additionally, project sponsors are contacted at least every three (3) months by EWG staff for project status updates.

CERTIFICATION FOR FUNDING AVAILABILITY – ILLINOIS SPONSORS ONLY

Section 1104 of the FAST Act provides for the reservation of funds apportioned to a state under 23 U.S.C. 104(b)(2) to carry out TAP under 23 U.S.C. 133(h).

Period of Availability: TAP funds are contract authority. TAP obligations are reimbursed from the Highway Account of the Highway Trust Fund and funds are available for obligation for a period of three (3) years after the last day of the fiscal year for which the funds are authorized.

Funding for projects programmed during this solicitation will be available beginning in FY 2022, and must be obligated before the end of FY 2025. The project will be removed from the Transportation Improvement Program if the sponsor fails to obligate funding for all phases of work by September 30, 2025. The undersigned representative of the Project Sponsor hereby certifies that s(he) has read this certification and will adhere to the funding availability provision.

Name (print)

Title

Signature

Date

RESOLUTION NO. 06-15-20 (2)

A RESOLUTION APPROVING A SITE PLAN AND SPECIAL USE PERMIT ASSOCIATED WITH A MATERIAL AND EQUIPMENT STORAGE YARD LOCATED AT 1744 PROSPECT ROAD, LOT 1.

WHEREAS, The Board of Aldermen for the City of Lake Saint Louis approved, by adoption of Ordinance No. 4109 on May 4, 2020, a pre-annexation agreement with Purpose Investments, LLC, property owner, for the annexation of property containing 28.537 acres of land located at 1744 Prospect Road; and,

WHEREAS, Purpose Investments, LLC, property owner, proposes a material and equipment storage yard as detailed on the plans dated November 5, 2019 (labeled as Exhibit "A", attached hereto and made a part hereof); and,

WHEREAS, the applicant has submitted to the City an application requesting approval of a Site Plan and Special Use Permit; 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 June 4, 2020 has recommended approval of the requested Site Plan and Special Use Permit with conditions; 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 June 15, 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, morals and general welfare would be best served by approving a Site Plan and Special Use Permit 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 Site Plan for the property as shown on Exhibit "A" is hereby approved and a Special Use Permit is hereby granted to Purpose Investments, LLC, for an indefinite period of time, subject to the following conditions:

RESOLUTION NO. 06-15-20 (2)

1. Twenty-eight new trees shall be planted along the western and southern property lines, spaced 50 feet on center, to provide additional screening in accordance with the approved pre-annexation agreement. Final tree numbers may be adjusted to mitigate the loss of existing trees due to upcoming grading activities and corresponding inspection. The location, species, and size of proposed trees shall be shown on the site plan and approved by the City Arborist.
2. A photometric plan be submitted and approved by staff.

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.

SECTION 3. This resolution 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

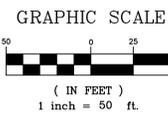
APPROVED AS TO FORM: _____
Matthew Reh, City Attorney



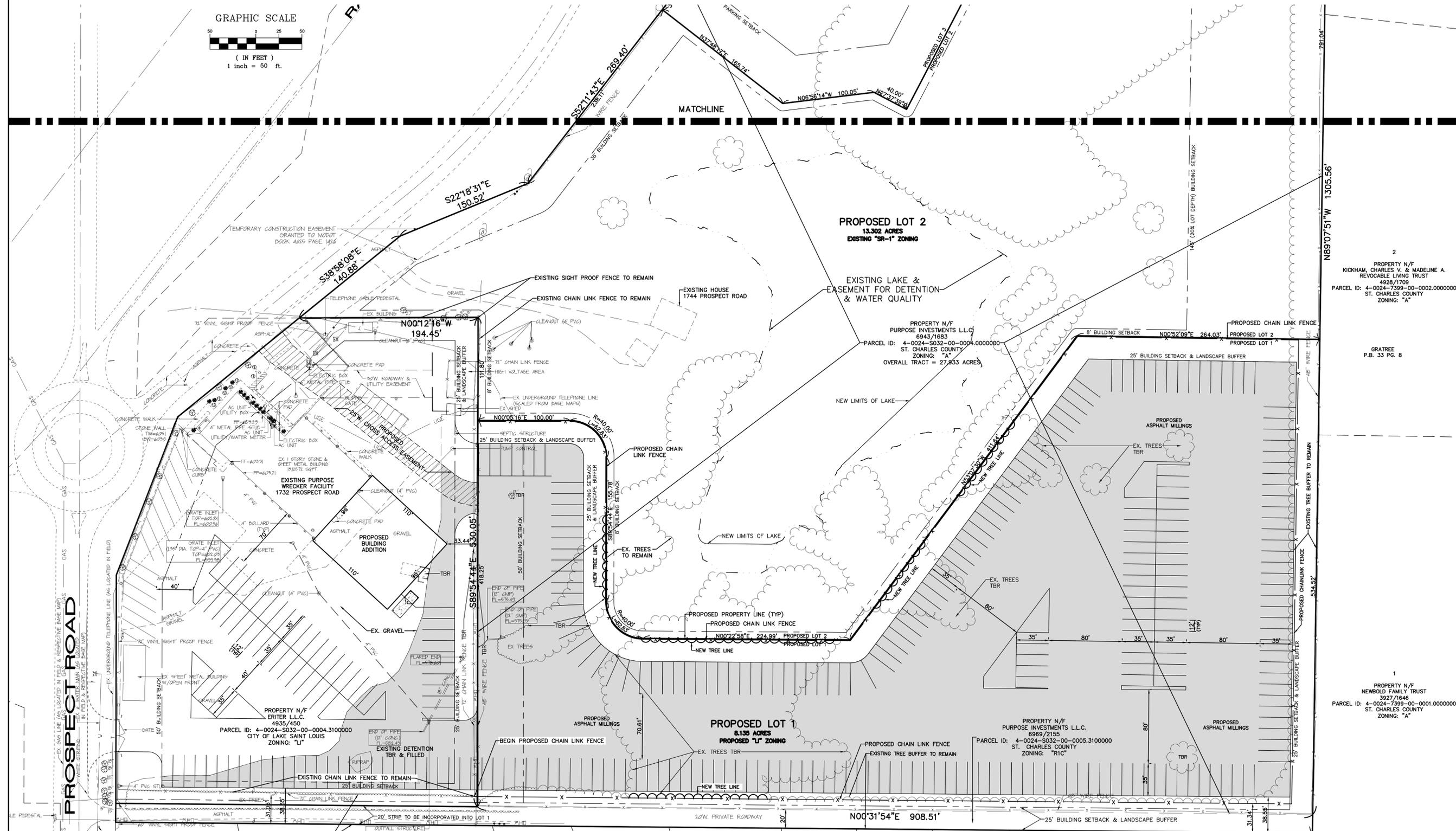
CALL BEFORE YOU DIG!
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*FIBER OPTICS ARE PRESENT

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF THE IMPROVEMENTS.



LEGEND
ASPHALT MILLINGS



A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

BAT
ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Box Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #001044

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

STATE OF MISSOURI
LARRY D. WALKER
PROFESSIONAL ENGINEER
NUMBER 00070945
PE 00070945
11/05/19
Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A.PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

SITE PLAN
C-2

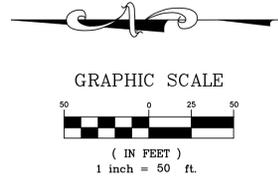
- PROPERTY N/F KLEPPER, MICHAEL S. & PATRICIA M. 1778/24 PARCEL ID: 4-0024-6244-00-0002.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F IMBODEN, THERESA E. 4523/2472 PARCEL ID: 4-0024-6244-00-0003.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F SURVANT, JOSEPH & COURTNEY 5868/1070 PARCEL ID: 4-0024-6244-00-0004.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F ERITER L.L.C. 4935/450 PARCEL ID: 4-0024-5032-00-0004.3100000 CITY OF LAKE SAINT LOUIS ZONING: "LI"
- EXISTING PURPOSE WRECKER FACILITY 1732 PROSPECT ROAD
- PROPERTY N/F PURPOSE INVESTMENTS L.L.C. 6943/1683 PARCEL ID: 4-0024-5032-00-0004.0000000 ST. CHARLES COUNTY ZONING: "A" OVERALL TRACT = 27,833 ACRES
- PROPERTY N/F KICKHAM, CHARLES V. & MADELINE A. REVOCABLE LIVING TRUST 4928/1709 PARCEL ID: 4-0024-7399-00-0002.0000000 ST. CHARLES COUNTY ZONING: "A"
- PROPERTY N/F NEWBOLD FAMILY TRUST 3927/1646 PARCEL ID: 4-0024-7399-00-0001.0000000 ST. CHARLES COUNTY ZONING: "A"
- PROPERTY N/F MAAS, EDWIN E. & JEAN E. REVOCABLE LIVING TRUST 5389/986 PARCEL ID: 4-0024-6244-00-0011.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F LAVO, ZACHARY & KAITLIN 6326/2126 PARCEL ID: 4-0024-6244-00-0012.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F MARTY, JAMES E. REVOCABLE LIVING TRUST 5389/986 PARCEL ID: 4-0024-6244-00-0013.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F ABEL, BRUCE L.L.C. 1650/1542 PARCEL ID: 4-0024-6244-00-0014.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F BRANKS, STEVEN W. & RACHELLE D. PARCEL ID: 4-0024-6244-00-0015.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F WILLMAN, SUE F. PARCEL ID: 4-0024-6992-00-0016.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F MOORE, E. LYNN & LOUISE LIVING TRUSTS PARCEL ID: 4-0024-6992-00-0017.0000000 ST. CHARLES COUNTY ZONING: "R1C"
- PROPERTY N/F RAYMOND, VICTORIA L. 5283/2358 PARCEL ID: 4-0024-6992-00-0018.0000000 ST. CHARLES COUNTY ZONING: "R1C"



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MISSOURI STATE HIGHWAY 40/61

SOUTH SERVICE ROAD

RAMP 4

PROPOSED LOT 3
7.101 ACRES
PROPOSED "BP" ZONING

PROPERTY N/F
PURPOSE INVESTMENTS L.L.C.
6943/1683
PARCEL ID: 4-0024-5032-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "A"
OVERALL TRACT = 27.933 ACRES

3
PROPERTY N/F
ALBERS, JAMES & LAURA
5770/648
PARCEL ID: 4-0024-7399-00-003.0000000
ST. CHARLES COUNTY
ZONING: "A"

1
PROPERTY N/F
STATE OF MISSOURI
2752/1996
PARCEL ID: 4-0024-5297-00-0001.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

2
PROPERTY N/F
STAWARSKI WILLIAM P.
3333/1157
PARCEL ID: 4-0024-5297-00-0002.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

OAK BLUFF PRESERVE PLAT 1
P.B. 20 PG 163

A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

PREPARED FOR:
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, MISSOURI, 63385
(314) 974-6482



ENGINEERING
PLANNING
SURVEYING

221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS	

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

STATE OF MISSOURI
LARRY D. WALKER
NUMBER
PE 000700940
PROFESSIONAL ENGINEER
11/05/19
Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

SITE PLAN

C-3

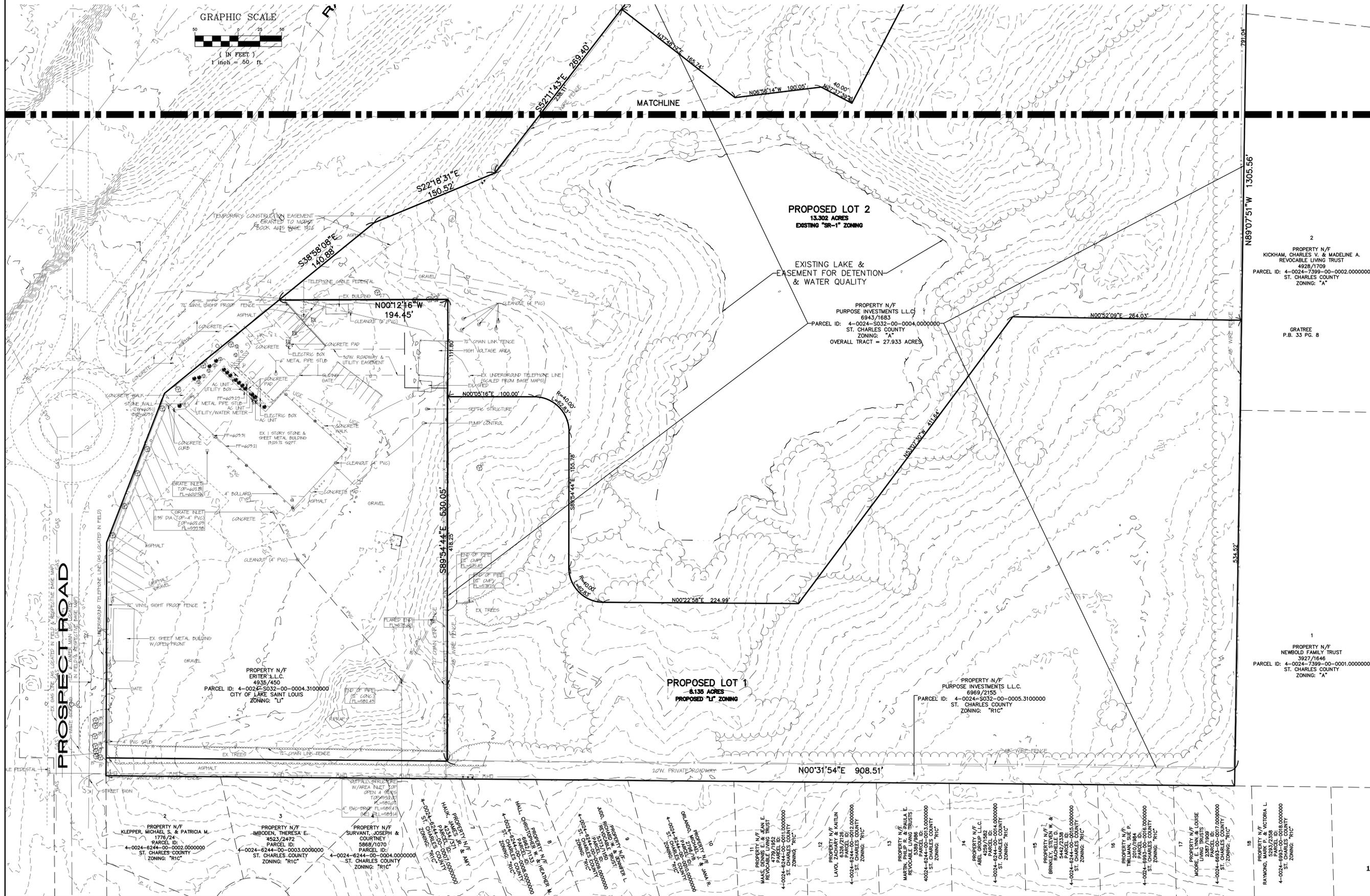
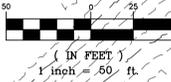


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GRAPHIC SCALE



PROSPECT ROAD

MATCHLINE

PROPOSED LOT 2
13.302 ACRES
EXISTING "SR-1" ZONING

EXISTING LAKE & EASEMENT FOR DETENTION & WATER QUALITY

PROPERTY N/F
PURPOSE INVESTMENTS LLC
6943/1683
PARCEL ID: 4-0024-5032-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "A"
OVERALL TRACT = 27.933 ACRES

PROPOSED LOT 1
8.135 ACRES
PROPOSED "L1" ZONING

PROPERTY N/F
ERITER L.L.C.
4936/450
PARCEL ID: 4-0024-5032-00-0004.3100000
CITY OF LAKE SAINT LOUIS
ZONING: "U"

PROPERTY N/F
PURPOSE INVESTMENTS LLC
6969/2155
PARCEL ID: 4-0024-5032-00-0005.3100000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
NEWBOLD FAMILY TRUST
3927/1646
PARCEL ID: 4-0024-7399-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "A"

A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

BAT
ENGINEERING
PLANNING
SURVEYING
221 Point West Blvd.
St. Charles, MO 63301
636-928-5552
FAX 928-1718

Box Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

STATE OF MISSOURI
LARRY D. WALKER
NUMBER 000144
PROFESSIONAL ENGINEER
11/05/19
Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

TOPOGRAPHIC
PLAN

C-4

PROPERTY N/F
KLEPPER, MICHAEL S. & PATRICIA M.
1776/24
PARCEL ID: 4-0024-6244-00-0002.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
BODDEN, THERESA E.
4523/2472
PARCEL ID: 4-0024-6244-00-0003.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
SURVANT, JOSEPH & COURTNEY
5888/1070
PARCEL ID: 4-0024-6244-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
ANY
1776/24
PARCEL ID: 4-0024-6244-00-0002.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
MAAS, EDWIN E. & JEAN E.
REVOCABLE LIVING TRUST
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
LAVO, ZACHARY & KATHLIN
6326/2126
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
MAYHEW, JAMES L.
REVOCABLE LIVING TRUSTS
5389/996
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
ABEL, BRYAN L.
REVOCABLE LIVING TRUSTS
5389/996
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
BRINKLEY, STEVEN W. & RAGHELLE D.
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
WILLMAN, SUE F.
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

PROPERTY N/F
MOORE, E. LYNN & LOUISE
LIVING TRUSTS
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"

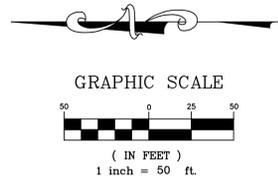
PROPERTY N/F
RAYMOND, VICTORIA L.
5283/2358
PARCEL ID: 4-0024-6244-00-0001.0000000
ST. CHARLES COUNTY
ZONING: "R1C"



CALL BEFORE
YOU DIG!
1-800-DIG-RITE

*FIBER OPTICS ARE PRESENT

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF ALL UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF THE IMPROVEMENTS.



MISSOURI STATE HIGHWAY 40/61
RAMP 4

SOUTH SERVICE ROAD

PROPOSED LOT 3
7.101 ACRES
PROPOSED "B" ZONING

PROPERTY N/F
PURPOSE INVESTMENTS L.L.C.
6943/1683
PARCEL ID: 4-0024-5032-00-0004.0000000
ST. CHARLES COUNTY
ZONING: "A"
OVERALL TRACT = 27.933 ACRES

3
PROPERTY N/F
ALBERS, JAMES & LAURA
5770/648
PARCEL ID: 4-0024-7399-00-003.0000000
ST. CHARLES COUNTY
ZONING: "A"

1
PROPERTY N/F
STATE OF MISSOURI
2752/1996
PARCEL ID: 4-0024-5297-00-0001.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

2
PROPERTY N/F
STAWARSKI WILLIAM P.
3333/1157
PARCEL ID: 4-0024-5297-00-0002.0000000
CITY OF LAKE SAINT LOUIS
ZONING: "NU"

PERMANENT DRAINAGE EASEMENT
GRANTED TO STATE OF MISSOURI
BOOK 4625 PAGE 1426

TEMPORARY CONSTRUCTION EASEMENT
GRANTED TO MUDOT
BOOK 4625 PAGE 1426

OAK BLUFF PRESERVE PLAT 1
P.B. 20 PG 163

A PRELIMINARY PLAT FOR
PURPOSE WRECKER
1744 PROSPECT ROAD
WENTZVILLE, ST. CHARLES COUNTY, MISSOURI, 63385

**ENGINEERING
PLANNING
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221 Point West Blvd.
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FAX 928-1718

Bax Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000655
Missouri State Certificate of Authority
Surveying #000144

REVISIONS

NO.	DATE	DESCRIPTION

DISCLAIMER OF RESPONSIBILITY
I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the architectural or engineering project or survey other than those authenticated by my seal.

Larry D. Walker
Civil Engineer
Engineers License 2007020343

11-05-19
DATE
07-14134A
PROJECT NUMBER
14134A PRE.DWG
FILE NAME
RKC
DRAWN
LDW LDW
DESIGNED CHECKED

TOPOGRAPHIC
PLAN

C-5

MATCHLINE



PLANNING & ZONING COMMISSION

STAFF REPORT

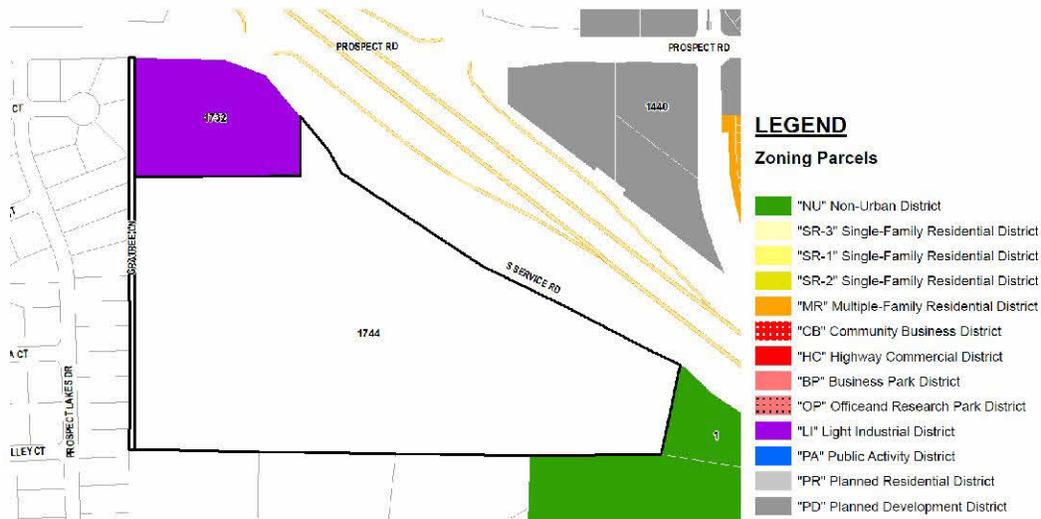
MEETING DATE	June 4, 2020
APPLICATION TYPE	Zoning Amendment, Preliminary Subdivision Plat, Final Subdivision Plat, Special Use Permit, and Site Plan Review
APPLICANT/ PROPERTY OWNER	Purpose Investments, LLC
PROPOSAL	The zoning, subdivision, use and development of the subject property in accordance with an approved preannexation agreement.
SITE AREA	28.537 acres
PROPERTY LOCATION	<p>1744 Prospect Road</p>
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND

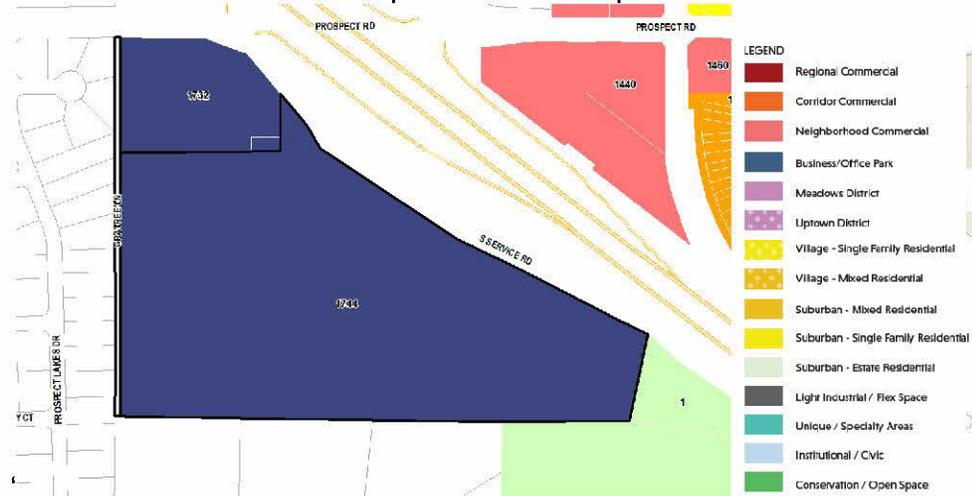
The subject property is located south of Prospect Road and South Outer 40 and measures 28.537 acres. The land uses and zoning designations of adjacent properties are summarized in the following chart and map:

Direction	Land Use	Name/Subdivision	Zoning District
North	Commercial	Purpose Wrecker	"LI" Light Industrial
East	Right-of-way	Interstate 64	
South*	Single-Family	Gratree	"A" Agricultural
West*	Single-Family	Prospect Lakes	"R1C" Single-Family Residential

*Unincorporated St. Charles County



The Comprehensive Plan's Future Land Use Map designates the subject property as "Business/Office Park". Excerpts from the Comprehensive Plan are included below.



ANNEXATION, ZONING AND SUBDIVISION

The property was voluntarily annexed into the City on May 18, 2020 (Ordinance 4116) in accordance with a preannexation agreement between the City and the property owner (Ordinance 4109). As specified in the preannexation agreement, the property is to be zoned, subdivided and developed as follows:

Lot	Size (acres)	Zoning	Use
Lot 1	8.135	"LI" Light Industrial	Parking and storage of vehicles and materials used in the operation of Purpose Wrecker, a distributor of tow trucks and equipment.
Lot 2	13.302	"SR-1" Single-Family Residential	Single-family (up to two lots)
Lot 3	7.101	"BP" Business Park	To be determined

As specified in the preannexation agreement, the property is exempt from screening and transition strip requirements specified in Sections 245.030(A)(3) and 245.030(A)(5) of the Municipal Code, and tree preservation requirements specified in Section 245.040 of the Municipal Code.

SITE PLAN AND SPECIAL USE PERMIT - LOT 1

Lot 1 will be used for the parking and storage of vehicles and equipment used in the operation of Purpose Wrecker, a distributor of tow trucks and equipment, located on the adjacent lot to the north, 1732 Prospect Road. The proposed equipment and storage yard requires approval of a Site Plan and Special Use Permit.

Lot 1 will have access to Prospect Road through a cross-access easement on the adjacent lot to the north, 1732 Prospect Road. The parking and storage area measures +/- 267,480 square feet (6.14 acres), and will be paved with asphalt millings. The area will be enclosed by a chain link fence. No exterior lighting is proposed.

Existing tree buffers along the western and southern property lines are to remain. The property is exempt from the screening and transition strip requirements specified in Sections 245.030(A)(3) and 245.030(A)(5) of the Municipal Code; however, the preannexation agreement states that the owner shall not remove trees (unless diseased or dead) on Lot 1 along the southern property line and along the western property line, and the owner shall prepare a plan for additional plantings to be installed on Lot 1 along the southern property line and along the western property line for the purpose of providing additional screening between Lot 1 and the residential properties to the south and west of Lot 1.

On May 27, 2020, the City Arborist inspected the site and found that the existing vegetation along the western and southern property lines provides an adequate screen between the subject property and the adjacent single-family properties. The City Arborist recommends the planting of 28 new trees along the western and southern property lines, spaced 50 feet on center, to provide additional screening in accordance with the approved preannexation agreement. Final tree numbers may be adjusted to mitigate the loss of existing trees due to upcoming grading activities and corresponding inspection. The location, species, and size of proposed trees shall be shown on the site plan and approved by the City Arborist.

Criteria for Approval

Approval or denial of a special use permit shall be based upon the following criteria found in Section 405.340.D of the Municipal Code:

1. The proposed special use complies with all applicable provisions of this Code, the City's Comprehensive Plan and good planning practice.
2. The proposed special use at the specified location will contribute to and promote the general welfare, health, safety and convenience of the public.
3. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the real property with respect to streets giving access to it are such that the special use will not adversely affect the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will adversely affect the immediate neighborhood, consideration shall be given to:
 - a. The location, nature and height of buildings, structures, walls and fences on the real property; and
 - b. The nature and extent of proposed landscaping and screening on the real property.
4. Off-street parking and loading areas will be provided in accordance with the standards set forth in this Code.
5. Adequate utilities, drainage and other such necessary facilities have been or will be provided on the real property.
6. Adequate access roads, entrances and exit drives shall be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion on public streets and alleys.

CONCLUSION

Staff is of the opinion that the proposed development complies with the applicable requirements of the Municipal Code and the approved preannexation agreement.

STAFF RECOMMENDATION

To ***recommend approval*** of the Zoning Amendment, Preliminary Subdivision Plat and Final Subdivision Plat as submitted; and, to ***recommend approval*** of the Special Use Permit and Site Plan Review with the following condition:

1. Twenty-eight new trees shall be planted along the western and southern property lines, spaced 50 feet on center, to provide additional screening in accordance with the approved preannexation agreement. Final tree numbers may be adjusted to mitigate the loss of existing trees due to upcoming grading activities and corresponding inspection. The location, species, and size of proposed trees shall be shown on the site plan and approved by the City Arborist.

MOTION

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

"I move to recommend approval of the Zoning Amendment, Preliminary Subdivision Plat and Final Subdivision Plat to the Board of Aldermen as submitted; and, to recommend approval of the Special Use Permit and Site Plan Review with the condition listed in the staff report".

June 15, 2020

SUPPLEMENTAL PACKET

The following items are submitted for your review and information:

1. Email from Paul Berra, Director of Governmental Affairs For Charter Communications – Spectrum Programming Announcement
2. St. Charles County Department of Public Health – Invoice for Mosquito Control
3. Liquor License Renewals:
 - Lorene Samson - **BC's Kitchen** – Full Liquor by the Drink and Sunday Sales Restaurant/Bar License (New Owner)
 - James A. Needy, Jr. – **Lakeside Pub, LLC** – Full Liquor by the Drink and Sunday Sales Restaurant/Bar License
 - Dana Ferris – **Lake St. Louis Exposition Park, LLC** – Retail Liquor by Drink and Sunday by Drink License
 - Heather Malone – **Lake Saint Louis Community Association, Clubhouse** – Certificate of Exclusion – Retail Liquor by Drink and Sunday by Drink License
 - Heather Malone – **Lake Saint Louis Community Association, Dam Bar** – Certificate of Exclusion – Retail Liquor by Drink and Sunday by Drink License

Donna Daniel

From: Berra, Paul G <paul.berra@charter.com>
Sent: Thursday, June 4, 2020 11:03 AM
Subject: From Paul Berra - Spectrum Programming Announcement

Dear Franchise Entity:

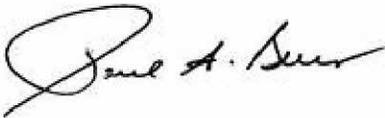
Charter, locally known as Spectrum, is notifying you of various programming additions and rebrands that will take place in your community.

- Effective immediately, Cheddar Business Channel, seen on Channel 237 will be rebranded to **Cheddar**.
- Effective immediately, TV Venezuela, seen on Channel 367 will be rebranded to **TVV**.
- Effective July 1st, **Hogar TV** will be launch on SSP Latino View on Channel 375. This is an Arabic language television channel providing news, sports and religious programming.
- Effective July 1st, **Viendo Movies** will be launched on Channel 889. This is an American Pay TV channel distributed in High Definition (HD) that provides exclusive commercial-free movies originally produced in Spanish.

To view a current channel lineup visit www.spectrum.com/channels.

If you have any questions, please feel free to contact me at 314-543-6640 or via email at Paul.Berra@charter.com.

Sincerely,



Paul G. Berra
Director, Government Affairs - Missouri



Paul G. Berra | Director of Government Affairs | Missouri | 314.543.6640
314.409.9106 (Cell) | 636. 387.6551 (Fax)
941 Charter Commons Drive, Town & Country, MO 63017
Paul.Berra@charter.com

E MAIL CONFIDENTIALITY NOTICE: The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

6/2/2020



Query results



Account
101-010-6052

INVOICE

Date: 06/02/2020
Invoice #: 1154

St. Charles County Department of Public Health
1650 Boone's Lick Road
St. Charles MO 63301
Phone (636) 949-1800

Billing address:

City of Lake Saint Louis
200 Civic Center Drive
Lake St Louis Mo 63367

Description	Date of Service	Amount
Larvacide		96.04
Larvacide: 3.50 hours at \$23.00 per hour	05/19/2020	80.50
Granular Larvacide: 8.00 pounds at \$1.67 per pound	05/19/2020	13.36
Liquid Larvacide: 0.06 gallons at \$36.25 per gallon	05/19/2020	2.18
Laboratory Fees		
Laboratory Fees: 0.00	05/19/2020	0.00
TOTAL DUE		96.04

Make check payable to St. Charles County Department of Public Health
If you have any questions concerning this invoice, contact Ryan Tilley at 636-949-7406.
Thank you for your business!

 Itemized Mosquito Control Services

From: 05/01/2020
 To: 05/31/2020
 Municipality: City of Lake Saint Louis
 All Municipalities: N

File#	Municipality	Completion Date	Time In	Applicator	Treatment Site	Wind Speed Start	Wind Speed Stop	Precipitation Start	Precipitation Stop	Temperature Start	Temperature Stop	Miles of Adulthood Treatment	Hours of Larvicide Treatment	Pounds of Granular Larvacide	Gallons of Liquid Larvacide	# of Methoprene Briquettes
20-005225	City of Lake Saint Louis	05/19/2020	3:00	Mark Grimes - P7427	3 WOODVIEW, LOCKSLEY MANOR RETENTION BASIN			CLOUDY	CLOUDY	59	65	0.0000	3.5000	8.0000	0.0625	0.0000
	TOTALS:											0.0000	3.5000	8.0000	0.0625	0.0000

LIQUOR LICENSE APPLICATION

Business Name: BDM Restaurant Group LLC

Trade Name: BO'S Kitchen

Physical Business Address: 11 Meadows Dr. Ste 400, Lake St. Louis

Business Mailing Address (if different from above): PO Box 456, Jefferson City, MO 65102

Address license should be mailed to (if different from above): _____

Business Phone Number: _____ Email Address: _____

Detailed Description of premises (i.e. grocery, restaurant, etc.): restaurant

Applicant Name: <u>Lorene Epple</u>	
Is Applicant: <input type="checkbox"/> Owner <input type="checkbox"/> Manager <input checked="" type="checkbox"/> Other (title) <u>Managing officer</u>	
Home Address: _____	
Home Phone #: _____	Cell #: _____ Work #: _____
Best phone # to reach you at: <input type="checkbox"/> Home <input type="checkbox"/> Cell <input checked="" type="checkbox"/> Work Best time to reach you: <u>8-4 Mon-Fri</u>	
Date of Birth: _____ Social Security Number: _____	
Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No County: <u>Cole</u>	
Are you a taxpaying citizen of the County, Town, City or Village where you reside in the state? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

If owner is not the applicant, provide: Owner's Name: BDM Restaurant Group LLC

Owner's Address: on file

- Has a license held by the applicant manager/owner for the sale of intoxicating liquor or non-intoxicating beer ever been revoked? Yes No

If yes, list date(s) and location(s): _____

- Has the applicant manager/owner ever been convicted of any law applicable to the manufacture or sale of intoxicating liquor or non-intoxicating beer since the ratification of the Twenty-First Amendment of the Constitution of the United States? Yes No

If yes, give date(s) and location(s): _____

- Has applicant ever been convicted of a felony or misdemeanor offense? Yes No

If yes, give date(s), charge(s) and location: _____

I, Lorene Epple (Applicant), hereby consent to a complete criminal history check and personal background check for release of any information in Lake Saint Louis Police or Court records involving me to the Mayor and City Council to evaluate my application for a City of Lake Saint Louis Liquor License.

Lorene Epple
Printed Name of Applicant

Lorene Epple
Signature of Applicant

5-8-20
Date Signed

I, _____ (Business Owner), hereby testify that the above information is correct, valid, and truthful.

Printed Name of Owner

Signature of Owner

Date Signed

LIQUOR LICENSE APPLICATION

Business Name: Lakeside Pub
Trade Name: Bar + Grill
Physical Business Address: 10600 Veterans Memorial Parkway Lake St Louis MO 63367
Business Mailing Address (if different from above): 2143 Gilmore Ln Wentzville MO 63385
Address license should be mailed to (if different from above): _____
Business Phone Number: _____ Email Address: lakesidepub@yahoo.com
Detailed Description of premises (i.e. grocery, restaurant, etc.): Bar + Grill below Motel

Applicant Name: James Needy
Is Applicant: Owner Manager Other (title) _____
Home Address: 2143 Gilmore Ln Wentzville MO 63385
Home Phone #: _____ Cell #: _____ Work #: _____
Best phone # to reach you at: Home Cell Work Best time to reach you: any
Date of Birth: _____ Social Security Number: _____
Registered Voter Yes No County: St Charles
Are you a taxpaying citizen of the County, Town, City or Village where you reside in the state? Yes No

If owner is not the applicant, provide: Owner's Name: _____

Owner's Address: _____

- Has a license held by the applicant manager/owner for the sale of intoxicating liquor or non-intoxicating beer ever been revoked? Yes No
If yes, list date(s) and location(s): _____
- Has the applicant manager/owner ever been convicted of any law applicable to the manufacture or sale of intoxicating liquor or non-intoxicating beer since the ratification of the Twenty-First Amendment of the Constitution of the United States? Yes No
If yes, give date(s) and location(s): _____
- Has applicant ever been convicted of a felony or misdemeanor offense? Yes No
If yes, give date(s), charge(s) and location: _____

I, J Needy (Applicant), hereby consent to a complete criminal history check and personal background check for release of any information in Lake Saint Louis Police or Court records involving me to the Mayor and City Council to evaluate my application for a City of Lake Saint Louis Liquor License.

James Needy
Printed Name of Applicant

J Needy
Signature of Applicant

Date Signed

I, _____ (Business Owner), hereby testify that the above information is correct, valid, and truthful.

Printed Name of Owner

Signature of Owner

Date Signed

LIQUOR LICENSE APPLICATION

Business Name: The Lake St. Louis Exposition Park, LLC

Trade Name: The National Equestrian Center

Physical Business Address: 6880 Lake St. Louis, MO 63367

Business Mailing Address (if different from above): Same

Address license should be mailed to (if different from above): 28 Research Park Circle

Business Phone Number: Email Address:

Detailed Description of premises (i.e. grocery, restaurant, etc.): Equestrian Center

Applicant Name: Dana Ferris
Is Applicant: [] Owner [x] Manager [] Other (title)
Home Address: 6874 Lake St. Louis Blvd
Home Phone #: N/A Cell #: Work #:
Best phone # to reach you at: [x] Home [x] Cell [] Work Best time to reach you: Anytime
Date of Birth: Social Security Number:
Registered Voter [x] Yes [] No County: St. Louis
Are you a taxpaying citizen of the County, Town, City or Village where you reside in the state? [x] Yes [] No

If owner is not the applicant, provide: Owner's Name: Carmelo J. Natoli TR UI dated 6/15/81 as amended

Owner's Address: 28 Research Park Circle, St. Charles, MO 63304

- Has a license held by the applicant manager/owner for the sale of intoxicating liquor or non-intoxicating beer ever been revoked? [] Yes [x] No
If yes, list date(s) and location(s):
Has the applicant manager/owner ever been convicted of any law applicable to the manufacture or sale of intoxicating liquor or non-intoxicating beer since the ratification of the Twenty-First Amendment of the Constitution of the United States? [] Yes [x] No
If yes, give date(s) and location(s):
Has applicant ever been convicted of a felony or misdemeanor offense? [] Yes [x] No
If yes, give date(s), charge(s) and location:

I, Dana Ferris (Applicant), hereby consent to a complete criminal history check and personal background check for release of any information in Lake Saint Louis Police or Court records involving me to the Mayor and City Council to evaluate my application for a City of Lake Saint Louis Liquor License.

Dana Ferris
Printed Name of Applicant

Dana Ferris
Signature of Applicant

4/22/2020
Date Signed

I, Dale Natoli (Business Owner), hereby testify that the above information is correct, valid, and truthful.

Dale Natoli
Printed Name of Owner

Dale Natoli
Signature of Owner

4-22-2020
Date Signed

TYPE OF LICENSE REQUESTED (Please CHECK all that apply):

Full Liquor by the Drink

This allows retailers to serve intoxicating liquor by the drink for consumption on the licensed premises. Does not include Sunday sales. This includes the sale of intoxicating liquor in the original package.

Sunday by the Drink (Spirits, Wine and/or Beer)

This is to sell intoxicating liquor between the hours of 9:00 a.m. and midnight on Sunday.

Beer and Light Wine by the Drink

This allows retailers to serve beer and light wine by the drink for consumption on the licensed premises. Does not include Sunday sales.

Beer Only by the Drink

This allows retailers to serve beer by the drink for consumption on the licensed premises. This allows retailer to operate between the hours of 6:00 a.m. and 1:30 a.m. on weekdays and Saturdays and between the hours of 9:00 a.m. and midnight on Sunday.

Original Package Retail

This allows retailers to sell intoxicating liquor in the original package, not to be consumed upon the premises where sold.

Sunday Sales Original Package

Retail, not for consumption on the premises, sold direct to the consumer, but not for resale, from 9:00 a.m. through midnight.

Beer Only Original Package

Sold direct to the consumer in the original package, not for consumption on the premises where sold, not for resale. Includes Sunday sales.

Tasting

Allows sell of intoxicating liquor in the original package to conduct wine, malt beverage and distilled spirit tastings on the premises.

Consumption of Liquor

Allows a person operating a premises where food, beverages, or entertainment are sold or provided for compensation to permit the drinking or consumption of intoxicating liquor on the premise.

Picnic/Special Event Beer/Liquor by the Drink, Date of Event: _____

Beer/Liquor by the drink for consumption on the premises where sold. Certificate will be issued for no more than seven days.

Heather Malone (Applicant), hereby consent to a complete criminal history check and personal background check for release of any information in Lake Saint Louis Police or Court records involving me to the Mayor and City Council to evaluate my application for a City of Lake Saint Louis Certificate of Exclusion.

Heather Malone

Printed Name of Applicant

Heather Malone

Signature of Applicant

6/8/2020

Date

TYPE OF LICENSE REQUESTED (Please CHECK all that apply):

Full Liquor by the Drink

This allows retailers to serve intoxicating liquor by the drink for consumption on the licensed premises. Does not include Sunday sales. This includes the sale of intoxicating liquor in the original package.

Sunday by the Drink (Spirits, Wine and/or Beer)

This is to sell intoxicating liquor between the hours of 9:00 a.m. and midnight on Sunday.

Beer and Light Wine by the Drink

This allows retailers to serve beer and light wine by the drink for consumption on the licensed premises. Does not include Sunday sales.

Beer Only by the Drink

This allows retailers to serve beer by the drink for consumption on the licensed premises. This allows retailer to operate between the hours of 6:00 a.m. and 1:30 a.m. on weekdays and Saturdays and between the hours of 9:00 a.m. and midnight on Sunday.

Original Package Retail

This allows retailers to sell intoxicating liquor in the original package, not to be consumed upon the premises where sold.

Sunday Sales Original Package

Retail, not for consumption on the premises, sold direct to the consumer, but not for resale, from 9:00 a.m. through midnight.

Beer Only Original Package

Sold direct to the consumer in the original package, not for consumption on the premises where sold, not for resale. Includes Sunday sales.

Tasting

Allows sell of intoxicating liquor in the original package to conduct wine, malt beverage and distilled spirit tastings on the premises.

Consumption of Liquor

Allows a person operating a premises where food, beverages, or entertainment are sold or provided for compensation to permit the drinking or consumption of intoxicating liquor on the premise.

Picnic/Special Event Beer/Liquor by the Drink, Date of Event: _____

Beer/Liquor by the drink for consumption on the premises where sold. Certificate will be issued for no more than seven days.

Heather Malone (Applicant), hereby consent to a complete criminal history check and personal background check for release of any information in Lake Saint Louis Police or Court records involving me to the Mayor and City Council to evaluate my application for a City of Lake Saint Louis Certificate of Exclusion.

Heather Malone

Printed Name of Applicant

Heather Malone

Signature of Applicant

6/8/2020

Date

FINANCIAL SUPPLEMENT TO BOARD OF ALDERMEN PACKET

BOARD OF ALDERMEN

06/15/20

- A. Budget Adjustment
- B. Warrant

Renee Camp, Finance Director
6/10/20

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

Budget 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
6/30/19 General Fund Balance										\$ 4,730,477	[not including deduction for prepaid balance or expenses carried forward to 19/20]		
FY 19/20 original net budgeted revenue										\$ 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 - In code	(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 Court 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 Court 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.		
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) (983,256.00) (369,100.67) (121,251.82) (137,714.78) 232,176.12 146,367.75 900,652.51	601-000-3464 601-000-3467 601-000-3468 601-000-3473 601-000-3484 601-050-9112 601-050-9116 601-050-9117	LSL Blvd RAB County Grant LSL Blvd N Ph 1 Federal Grant LSL Blvd N Ph 1 County Grant LSL Blvd RAB Federal Grant Orf Road - County Grant LSL Blvd RAB Design Orf Rd/S Ridge ROW Freymuth Ln ROW & Construction	-	2018/19 unfinished Public Works Projects		68,144.10 983,256.00 369,100.67 121,251.82 137,714.78 (232,176.12) (146,367.75) (900,652.51)

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2019/2020

Note: Adjustment for current meeting approval are highlighted

udget 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
							2,489.40	601-050-9121	Frymuth 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	
3E ADJ	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					101-030-6050	Other Contracted Services	-	Use 101-000-1922 to pay DWI lab tests		
			(122.00)					101-000-9803	Alcohol/Drug Cost Reimbursement				
22	N/A	10/7/2019	400.00					101-030-4175	Phone allowance	-	Pay for monthly phone allowance for Lt. Stevens		
			(400.00)					101-030-5005	Mobile phone				
23	N/A	10/7/2019	5,200.00					101-020-4120	PT Salaries (CD Intern)	-	Allocate new positions approved		
			398.00					101-020-4240	FICA				
			(5,598.00)					101-020-4252	Personnel Requested				
			5,200.00					101-050-4120	PT Salaries (PW Intern)				
			398.00					101-050-4240	FICA				
			(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				
			873.83					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				
			2,388.30					101-050-4120	SALARIES-PART TIME				
			2,328.48					101-050-4240	SOCIAL SECURITY				
			2,334.87					101-050-4250	LAGERS				

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2019/2020

Note: Adjustments 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
			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				
			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 escrow 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 CMAQLEW 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)	101/601-085-9998	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	4086	3/2/2020					876.00	601-060-9238	Hawk Ridge Pond Bank	-	Quotes higher than originally estimated		
38	4086	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 101-060-5180 101-060-5150	Stoncrest Pond Maint Flags Cleaning Landscaping	-	Both fountains broke at Stoncrest unexpectedly. One was repaired and one had to be replaced.		
40	4086	3/2/2020					14,670.00	601-060-9226	Parks Capital	-	Due diligence survey and Ph 1 environmental for meadows park		
41	4097	3/16/2020	2,085.91 (2,085.91)					101-030-4185 101-000-3415	Salaries - Grant OT Police OT Grant revenue	-	Traffic safety grants 1/9 - 2/2		
42	4097	3/16/2020	(16,498.00) 3,000.00 (1,000.00)					101-000-3010 101-000-3040 101-000-3050 101-000-3070 101-000-3075	Real Estate Taxes Cigarette Tax Sales Tax- General Sales Tax- Transportation Sales Tax- Parks	(16,819.00)	Midyear Revenue Adjustments		

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2019/2020

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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
			33,300.00					101-000-3100	Gross Receipts - Century Tel				
			(69,000.00)					101-000-3110	Gross Receipts - Cuivre River				
			30,828.00					101-000-3120	Gross Receipts - Spire				
			1,700.00					101-000-3145	Gross Receipts - Continuum				
			45,000.00					101-000-3150	Gross Receipts - AT&T				
			2,000.00					101-000-3160	Gross Receipts - Veriaon				
			(21,900.00)					101-000-3165	Gross Receipts - Centurylink				
			(4,308.00)					101-000-3170	Gross Receipts - Consumer Cellular				
			2,600.00					101-000-3180	Gross Receipts - Nextel				
			2,120.00					101-000-3190	Gross Receipts - Tmobile				
			3,600.00					101-000-3195	Gross Receipts - Miscellaneous				
			63,423.00					101-000-3200	Franchise Fee - Cuivre River				
			3,000.00					101-000-3220	Gross Receipts - Charter				
			200.00					101-000-3221	Gross Receipts - Charter Fiberlink				
			(17,000.00)					101-000-3460	Mo Gas & Vehicle Rebate				
			(50.00)					101-000-3625	Bldg Park Pond Assessment				
			(1,800.00)					101-000-3689	PW Cell Site Permits				
			(17,000.00)					101-000-3900	Interest Income				
			1,000.00					101-000-3919	Credit Card Processing & Convenience Fee				
			(634.00)					101-000-3923	Misc Clearing Account				
			(11,191.00)					101-000-3955	Landlease Income - PCS Towers				
			8,429.00					101-000-3970	Loam Proceeds				
				(13,653.00)				201-000-3010	Real Estate Taxes				
				4,000.00				201-000-3900	Interest				
				(535.00)				201-010-5501	Costs of Issuance				
					(1,776.00)			401-000-3011	Water Insurance Revenue				
					(200.00)			401-000-3900	Interest Income				
						(1,956.00)		501-000-3011	Sewer Insurance Revenue				
						(600.00)		501-000-3900	Interest				
								601-000-3050	Sales Tax- Capital Impr - Parks				
								601-000-3070	Sales Tax- Capital Impr - PW				
							(500.00)	601-000-3480	Park Donations				
							(24,118.00)	601-000-3481	In Lieu of Parkland Donation				
							(400.00)	601-000-3482	Donations - Veterans Park				
							6,000.00	601-000-3900	Interest Income				
43	4097	3/16/2020	1,210.32					101-030-4185	Salaries - OT Grants	-	Traffic Safety Grants 2/15-2/20		
			(1,210.32)					101-000-3415	Police OT grant revenue				
44	N/A	3/16/2020	327.00					101-011-6046	Software Support PD	-	Negative balance		
			(327.00)					101-011-6045	Software Support Incode				
45	N/A	3/16/2020	4,270.00					101-011-9600	Computer Replacement Program	-	Replace seven Windows 7 computers that can't be upgraded to Windows 10		
			(4,270.00)					101-011-5000	Telephone				
46	N/A	3/16/2020	1,500.00					101-011-5230	Other supplies	-	Increase backup storage capacity		
			(1,500.00)					101-011-5000	Telephone				
47	N/A	4/6/2020	700.00					101-050-5250	Snow & Ice Control Supplies	-	Over delivery		
			(700.00)					101-050-5280	Street Materials				
48	4099	4/20/2020					(1,072,500.00)	601-000-3460	Old N Ph 1 County grant	-			
							1,950,000.00	601-050-9130	Old N Ph 1 Construction				
							(97,500.00)	601-000-3463	Old N Ph 1 O'Fallon contribution				
49	4099	4/20/2020					67,021.93	601-000-3484	Orf Road - CRB Grant	-	Project completed under budget. Zero out both expense and related revenue accounts.		
							(50,061.85)	601-050-9116	Orf Road Design & Construction				
50	4099	4/2/2020					36,057.46	601-050-9750		36,057.46	Combined projects for bidding purposes. Bld 10-19 parking lot resurfacing & sidewalk replacement.		
			(36,057.46)					101-080-9100					
51	4099	4/20/2020					232,800.00	601-000-3442	Old N Ph 2 Design	-			

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2019/2020

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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
							(192,000.00)	601-000-3470	Old N Ph 283 State Grant (Cost Share)				
							(20,177.50)	601-000-3461	Old N Ph 283 County Grant				
							(2,752.19)	601-000-3410	Old N Ph 283 O'Fallon Contribution				
							(29,762.00)	601-000-3473	LSL RAB-Federal STP Grant				
							(16,190.00)	601-000-3464	LSL RAB County Grant				
							361,000.00	601-000-3441	Old N Ph 1 Design				
							(36,100.00)	601-000-3463	Old N Ph 1 O'Fallon Contribution				
							(209,000.00)	601-000-3460	Old N Ph 1 County Grant				
52	4099	4/20/2020	(400,000.00)				400,000.00	101/601-095-9998	Transfer	400,000.00	Reverse 1/20/20 Transfer due to extraordinary budget situation		
53	4110	5/4/2020					25,940.00	601-000-3450	LSL Blvd Ph 2 County Grant	-	Adjust project balances per D Koester's 4/23 email, adjustments made in advance in an effort to facilitate 20/21 capital budget process.		
							6,401.50	601-000-3461	Old N Ph 283 County Grant				
							(87,750.00)	601-000-3463	Old N Ph 1 O'Fallon Contribution				
							(730,650.00)	601-000-3476	Old N Ph 1 TDD Contribution				
							(650,000.00)	601-050-9208	Concrete Panel Replacement				
							(28,965.00)	601-050-9126	ADA sidewalk				
54	N/A	5/4/2020					95.00	101-010-4600	Dues/Subscriptions	-	Sam's Club membership, City Clerk's membership, additional deputy city clerk		
							(95.00)	101-010-4550	Travel Conference Staff				
55	4120	6/1/2020	4,000.00					101-011-5000	Telephone	(4,000.00)	Unbilled Centurylink invoice		
56	4120	6/1/2020	676.03					101-030-8502	DARE Program	-	Transfer from Dare Escrow 1924 to pay for Dare graduation T shirts		
			(676.03)					101-000-3418	Law Enforcement Grants				
57	N/A	6/15/2020	704.33					101-020-5140	Legal Notices/Advertising	-	Negative Balance		
			(704.33)					101-020-6060	Planning/Engineering Consultant				
58		6/15/2020					4,338.12	601-050-6055	Grant Application Fees	-	LSL Blvd Business Dist Sidewalk EW Gateway Grant app fee		
59		6/15/2020	(37,784.10)					101-000-3480	Youth Baseball Revenue	37,784.10	Youth Baseball shortened season		
			21,593.89					101-060-6306	Youth Baseball Expense	(21,593.89)			
										(601,322.00)	Budget revenue estimated shortfall		
										3,975,615.63	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 rebates, Missouri gas and vehicle rebates which are restricted for road construction and maintenance purposes.



Lake Saint Louis, MO

Warrant Register 6/17/2020 EFT's

Packet: APPKT00440 - 6/17/2020 EFT Payments

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 101 - GENERAL FUND					
Department: 000 - NON DEPARTMENTAL					
CIVICPLUS, INC.	5/1-5/31/20 CR/Debit cards	101-000-3480	11250	06/17/2020	18,720.96
CIVICPLUS, INC.	5/1-5/31/20 CR/Debit cards	101-000-3481	11250	06/17/2020	-280.32
CIVICPLUS, INC.	5/1-5/31/20 CR/Debit cards	101-000-3496	11250	06/17/2020	4,672.32
CIVICPLUS, INC.	5/1-5/31/20 CR/Debit cards	101-000-3497	11250	06/17/2020	47,886.24
CIVICPLUS, INC.	5/1-5/31/20 CR/Debit cards	101-000-3499	11250	06/17/2020	-933.12
Wayne Knaut	6/4/2020 Garnishment	101-000-1410	11291	06/17/2020	119.04
MISSOURI LAWYERS MEDIA	PZ-20-3 1744 Prospect Rd.	101-000-1765	11275	06/17/2020	124.00
MISSOURI LAWYERS MEDIA	5/19 PZ-20-2 301 Parkway Dr	101-000-1765	11275	06/17/2020	107.00
Primo Reporting Service	BOAD-20-02 2 Lake Shore Cir	101-000-1760	11279	06/17/2020	62.50
Primo Reporting Service	BOAD-20-01 16 Harbor Pt.Ct.	101-000-1760	11279	06/17/2020	62.50
SHI INTERNATIONAL CORP.	7/20-5/21 Mnt.support rene	101-000-0530	11282	06/17/2020	80.34
GENERAL CODE LLC	7/2020-5/2021 Annual maint	101-000-0530	11259	06/17/2020	1,095.42
Payne Family Homes, LLC	R19-000052 1321 Silver Fern	101-000-1775	11278	06/17/2020	6,911.77
McKelvey Homes	R19-000266 425 Filipp Ln.	101-000-1775	11273	06/17/2020	3,075.00
McKelvey Homes	R19-000334 416 Filipp Lane	101-000-1775	11274	06/17/2020	3,075.00
MCBRIDE DUELLO LLC	R19-000357 160 Hidden Blu	101-000-1775	11272	06/17/2020	3,425.00
MCBRIDE DUELLO LLC	R19-000368 116 Hidden Blu	101-000-1775	11272	06/17/2020	3,425.00
MCBRIDE DUELLO LLC	R19-000421 22 Hidden Bluffs	101-000-1775	11272	06/17/2020	3,425.00
MCBRIDE DUELLO LLC	R19-000474 407 Cozy Pines	101-000-1775	11272	06/17/2020	3,425.00
MCBRIDE DUELLO LLC	R19-000492 422 Cozy Pines	101-000-1775	11272	06/17/2020	3,425.00
MCBRIDE DUELLO LLC	R19-000507	101-000-1775	11272	06/17/2020	3,425.00
MCBRIDE DUELLO LLC	R19-000524 109 Hidden Bluf	101-000-1775	11272	06/17/2020	3,425.00
Department 000 - NON DEPARTMENTAL Total:					108,753.65
Department: 010 - ADMINISTRATION					
ARTHUR J. GALLAGHER	2020 Public Officials Band Re	101-010-6140	11247	06/17/2020	1,225.00
GENERAL CODE LLC	6/2020 maint. (#LA3340)	101-010-6050	11259	06/17/2020	99.58
Department 010 - ADMINISTRATION Total:					1,324.58
Department: 011 - INFO TECHNOLOGY					
Manning NavComp, Inc.	May 2020 Rastrac Tracking (#	101-011-6049	11271	06/17/2020	197.55
SHI INTERNATIONAL CORP.	5/20-6/20 Mnt.support rene	101-011-6047	11282	06/17/2020	16.06
IMAGENET CONSULTING LLC	4/24-5/23/20 CH copier ls	101-011-6130	11262	06/17/2020	74.39
Department 011 - INFO TECHNOLOGY Total:					288.00
Department: 015 - FINANCE					
IMAGENET CONSULTING LLC	5/1-5/31Fin.copier & printer	101-015-6130	11262	06/17/2020	25.00
IMAGENET CONSULTING LLC	5/1-5/31Fin.copier & printer	101-015-7400	11262	06/17/2020	196.78
Department 015 - FINANCE Total:					221.78
Department: 020 - COMMUNITY DEVELOPMENT					
TOP TURF, LLC	5/21 Mow 1 Provence Dr.	101-020-6160	11287	06/17/2020	52.50
TOP TURF, LLC	5/22 mowing 8980 Orf Road	101-020-6160	11287	06/17/2020	1,137.50
WEX BANK	5/1/5/31/2020 Gas charges {	101-020-5100	11292	06/17/2020	127.09
VERIZON WIRELESS	4/24-5/23/20 Cell phone #34	101-020-5005	11290	06/17/2020	292.27
IMAGENET CONSULTING LLC	4/24-5/23/20 CD copier ls	101-020-5120	11262	06/17/2020	15.00
Department 020 - COMMUNITY DEVELOPMENT Total:					1,624.36
Department: 030 - POLICE					
CREATIVE PRODUCT SOURCI	PD-Dare supplies	101-030-8502	11251	06/17/2020	676.03
FIRESTONE COMPLETE AUTO	PD#106 new throttle body&	101-030-7100	11256	06/17/2020	283.79
US BANK EQUIPMENT FINAN	5/20-6/20/20 Pd Copier Ls. {	101-030-7400	11289	06/17/2020	205.69
GEIGER	2 oz. hand sanitizers/ PD Dar	101-030-8500	11258	06/17/2020	55.00
GEIGER	2 oz. hand sanitizers/ PD Dar	101-030-8500	11258	06/17/2020	462.76
REJIS COMMISSION	May 2020 subscription	101-030-6050	11280	06/17/2020	100.00
LEON UNIFORM COMPANY I	PD-Cargo uniform pants	101-030-4650	11270	06/17/2020	156.00

Warrant Register 6/17/2020 EFT's

Packet: APPKT00440 - 6/17/2020 EFT Payments

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
WEX BANK	5/1-5/31/2020 Gas charges {	101-030-5100	11292	06/17/2020	2,706.23
VERIZON WIRELESS	4/24-5/23/20 Cell phone #34	101-030-5005	11290	06/17/2020	1,144.37
Department 030 - POLICE Total:					5,789.87
Department: 035 - PROSECUTOR					
THE LAMPIN LAW FIRM LLC	May 2020 Prosecuing Attorn	101-035-6030	11285	06/17/2020	2,625.00
Department 035 - PROSECUTOR Total:					2,625.00
Department: 050 - PUBLIC WORKS					
MISSOURI ONE CALL SYSTEM	May 2020 378 locates (#162	101-050-6050	11276	06/17/2020	472.50
WORLD OUTDOOR EMPORIUM	PW-1/2 Yd. bulk topsoil	101-050-5150	11294	06/17/2020	11.48
INC ENVIRONMENTAL RECYC	5/4-5/19/20 PW Dumpsite lo	101-050-6050	11263	06/17/2020	400.00
SIEVEKING INC.	5/20 PW gallons off road fuel	101-050-5100	11283	06/17/2020	491.73
US BANK EQUIPMENT FINAN	5/20-6/20/20 Lease PW Copi	101-050-6130	11288	06/17/2020	242.71
WEX BANK	5/1-5/31/2020 Gas charges {	101-050-5100	11292	06/17/2020	1,525.18
VERIZON WIRELESS	4/24-5/23/20 Cell phone #34	101-050-5005	11290	06/17/2020	348.35
Department 050 - PUBLIC WORKS Total:					3,491.95
Department: 060 - PARK & RECREATION					
SIEVEKING INC.	5/26/20 PK Off-Road fuel	101-060-5100	11283	06/17/2020	468.65
SIEVEKING INC.	5/26/20 PK-off road fuel fee	101-060-5100	11283	06/17/2020	54.45
DADE IRRIGATION & LAWN C	5/1/20 Backflow test	101-060-6050	11252	06/17/2020	35.00
TNT GOLF CAR & MOTORSPO	PK#1 grommet	101-060-7000	11286	06/17/2020	7.61
TNT GOLF CAR & MOTORSPO	pk#28 mower deck belt	101-060-7000	11286	06/17/2020	105.78
TNT GOLF CAR & MOTORSPO	PK#28 mower deck belt	101-060-7000	11286	06/17/2020	72.67
TNT GOLF CAR & MOTORSPO	PK#28 Labor repair	101-060-7000	11286	06/17/2020	63.75
WEX BANK	5/1-5/31/2020 Gas charges {	101-060-5100	11292	06/17/2020	157.54
VERIZON WIRELESS	4/24-5/23/20 Cell phone #34	101-060-5005	11290	06/17/2020	65.23
Andrew J. Hellmann	6/1 Yth umpire	101-060-6306	11246	06/17/2020	32.50
Brayden Seiler	6/3&6/4 yth umpire	101-060-6306	11248	06/17/2020	45.00
CHARLES C. SCHARK	6/4/20 yth umpire	101-060-6306	11249	06/17/2020	40.00
Dalton Joseph Cooksey	6/4 yth umpire	101-060-6306	11253	06/17/2020	22.50
DAVID W. LANHAM	6/1&6/4 Yth umpire	101-060-6306	11254	06/17/2020	120.00
Elektra Lowe	6/3/20 yth umpire	101-060-6306	11255	06/17/2020	22.50
Giovanni Dattilo	6/1 Yth umpire	101-060-6306	11261	06/17/2020	27.50
Jack Robert Becker	6/3&6/4/20 yth umpire	101-060-6306	11264	06/17/2020	45.00
John Hellmann	6/1/20 yth umpire	101-060-6306	11266	06/17/2020	37.50
JAMES WORLEY	6/1/20 yth umpire	101-060-6306	11265	06/17/2020	80.00
Karson Lynne Miller	6/1&6/4 yth umpire	101-060-6306	11267	06/17/2020	97.50
Olivia Guffey	6/3 yth umpire	101-060-6306	11277	06/17/2020	32.50
ADVANCED TURF SOLUTIONS	Gallons white paint for fields	101-060-5160	11245	06/17/2020	141.90
WILLIAM J. MEYER	6/1,6/3 & 6/4 yth umpire	101-060-6306	11293	06/17/2020	230.00
Department 060 - PARK & RECREATION Total:					2,005.08
Fund 101 - GENERAL FUND Total:					126,124.27
Fund: 601 - CAPITAL PROJECTS FUND					
Department: 050 - PUBLIC WORKS					
KRUPP CONSTRUCTION	LSL BLVD PH1 CONSTRUCTIO	601-050-9127	11268	06/17/2020	560,981.22
Schreiter Ready Mix & Mater	5/12 St. Mat-Crest Ct. wait ti	601-050-9208	11281	06/17/2020	60.00
Schreiter Ready Mix & Mater	5/12 St. Mat-Crest Ct.	601-050-9208	11281	06/17/2020	392.00
Schreiter Ready Mix & Mater	5/20 tons St. Mat. Riviera Ct.	601-050-9208	11281	06/17/2020	392.00
Schreiter Ready Mix & Mater	5/20 St. Mat. Riviera Ct. wait	601-050-9208	11281	06/17/2020	37.50
Schreiter Ready Mix & Mater	5/21 tons St. Mat.-Riviera Ct.	601-050-9208	11281	06/17/2020	490.00
Schreiter Ready Mix & Mater	5/21St. Mat.-Riviera Ct. wait	601-050-9208	11281	06/17/2020	52.50
Schreiter Ready Mix & Mater	5/26 tons St. Mat. 252 Savoy	601-050-9208	11281	06/17/2020	392.00
Schreiter Ready Mix & Mater	5/26 tons Sty. Mat. Rudder C	601-050-9208	11281	06/17/2020	441.00
Schreiter Ready Mix & Mater	5/28 tons St. Mat. Rudder Ct.	601-050-9208	11281	06/17/2020	392.00
Schreiter Ready Mix & Mater	5/28 tons St. Mat. savoy&Ru	601-050-9208	11281	06/17/2020	392.00
Schreiter Ready Mix & Mater	5/29 tons St. Mat. Rudder Ct.	601-050-9208	11281	06/17/2020	10.50
Schreiter Ready Mix & Mater	5/29 tons St. Mat. Rudder Ct.	601-050-9208	11281	06/17/2020	392.00
Schreiter Ready Mix & Mater	5/29 tons St. Mat.-Savoy&Ru	601-050-9208	11281	06/17/2020	36.00
Schreiter Ready Mix & Mater	5/29 tons St. Mat.-Savoy&Ru	601-050-9208	11281	06/17/2020	392.00
FRED WEBER INC.	5/14 St. Mat.-Patching	601-050-9208	11257	06/17/2020	327.38

Warrant Register 6/17/2020 EFT's

Packet: APPKT00440 - 6/17/2020 EFT Payments

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
FRED WEBER INC.	5/19 Base stone	601-050-9208	11257	06/17/2020	150.59
FRED WEBER INC.	5/20 St. Mat-Patchoing	601-050-9208	11257	06/17/2020	290.93
FRED WEBER INC.	5/21tons MODOT base stone	601-050-9208	11257	06/17/2020	73.37
FRED WEBER INC.	5/21 tons MODOT HMA	601-050-9208	11257	06/17/2020	260.55
FRED WEBER INC.	5/22 tons MODOT HMA	601-050-9208	11257	06/17/2020	260.55
FRED WEBER INC.	5/22 tons MODOT HMA	601-050-9208	11257	06/17/2020	0.01
FRED WEBER INC.	5/28 tons MODOT base ston	601-050-9208	11257	06/17/2020	36.45
FRED WEBER INC.	5/29 tons MODOT base ston	601-050-9208	11257	06/17/2020	30.17
FRED WEBER INC.	5/29 tons MODOT HMA	601-050-9208	11257	06/17/2020	112.05
FRED WEBER INC.	6/2 tons MODOT HMA	601-050-9208	11257	06/17/2020	33.28
FRED WEBER INC.	6/2 tons MODOT HMA	601-050-9208	11257	06/17/2020	81.68
GERSHENSON CONSTRUCT.C	FREYMUTH LANE WIDENING	601-050-9117	11260	06/17/2020	92,166.84
St Louis Post Dispatch	Public notice LSL Bl. Phase3	601-050-9709	11284	06/17/2020	262.40
St Louis Post Dispatch	PW-Dauphine guardrail Invit.	601-050-9228	11284	06/17/2020	209.30
Lamke Trenching & Excavatin	LOCKHAVEN IMPROVEMENT	601-050-9108	11269	06/17/2020	50,024.63
KRUPP CONSTRUCTION	ADA SIDEWALK REPLACEME	601-050-9126	11268	06/17/2020	21,036.20
Department 050 - PUBLIC WORKS Total:					730,209.10
Fund 601 - CAPITAL PROJECTS FUND Total:					730,209.10
Grand Total:					856,333.37

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	126,124.27
601 - CAPITAL PROJECTS FUND	730,209.10
Grand Total:	856,333.37

Account Summary

Account Number	Account Name	Expense Amount
101-000-0530	PREPAID MAINTENANCE	1,175.76
101-000-1410	ESCROW-WAGE GARNIS	119.04
101-000-1760	ESCROW-COURT REPOR	125.00
101-000-1765	ZONING APPLICATION ES	231.00
101-000-1775	ESCROW-LANDSCAPING	37,036.77
101-000-3480	YOUTH BASEBALL REGIS	18,720.96
101-000-3481	RECREATION PROGRAM	-280.32
101-000-3496	TRIATHLON REVENUE	4,672.32
101-000-3497	DAY CAMP REVENUE	47,886.24
101-000-3499	PAVILION RENTALS	-933.12
101-010-6050	OTHER CONTRACTED SE	99.58
101-010-6140	LIABILITY INSURANCE	1,225.00
101-011-6047	SOFTWARE SUPPORT- IT	16.06
101-011-6049	SOFTWARE SUPPORT-PU	197.55
101-011-6130	RENT/LEASE EQUIPMEN	74.39
101-015-6130	RENT/LEASE EQUIPMEN	25.00
101-015-7400	REPAIR/MAINT-OFFICE E	196.78
101-020-5005	MOBILE TELEPHONE	292.27
101-020-5100	GAS/OIL/WASH VEHICLE	127.09
101-020-5120	PRINTING	15.00
101-020-6160	MOWING	1,190.00
101-030-4650	UNIFORM/CLOTHING	156.00
101-030-5005	MOBILE TELEPHONE	1,144.37
101-030-5100	GAS/OIL/WASH VEHICLE	2,706.23
101-030-6050	OTHER CONTRACTED SE	100.00
101-030-7100	REPAIR/MAINT-VEHICLE	283.79
101-030-7400	REPAIR/MAINT-OFFICE E	205.69
101-030-8500	COMMUNITY RELATION	517.76
101-030-8502	DARE PROGRAM	676.03
101-035-6030	LEGAL-COURT	2,625.00
101-050-5005	MOBILE PHONE	348.35
101-050-5100	GAS/OIL/WASH VEHICLE	2,016.91
101-050-5150	LANDSCAPE SUPPLIES	11.48
101-050-6050	OTHER CONTRACTED SE	872.50
101-050-6130	RENT/LEASE EQUIPMEN	242.71
101-060-5005	MOBILE TELEPHONE	65.23
101-060-5100	GAS/OIL/WASH VEHICLE	680.64
101-060-5160	BALLFIELD SUPPLIES	141.90
101-060-6050	OTHER CONTRACTED SE	35.00
101-060-6306	YOUTH BASEBALL	832.50
101-060-7000	REPAIR/MAINT-SMALL E	249.81
601-050-9108	Lockhaven Stormwater	50,024.63
601-050-9117	FREYMUTH LN ROW & C	92,166.84
601-050-9126	ADA Sidewalk	21,036.20
601-050-9127	LSL BLVD N PH 1 CONST	560,981.22
601-050-9208	CONCRETE PANEL REPLA	5,528.51
601-050-9228	Dauphine guardrail	209.30
601-050-9709	LSL Blvd N Design	262.40
Grand Total:		856,333.37

Project Account Summary

Project Account Key	Expense Amount
None	856,333.37
Grand Total:	856,333.37

BOARD OF ALDERMEN

6-15-2020

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DATE</u>	<u>AMOUNT</u>
AP PAYMENTS	(See Attached)	6-01-2020	109,931.90
		6-17-2020	856,333.37
ACH TRANSFERS		6-02-2020	91,875.52
PAYROLL		6-04-2020	151,942.72
			<hr/>
			1,210,083.51

MAYOR
CITY CLERK



Lake Saint Louis, MO

Warrant Register 6/2/20 Ins. EFT's

Packet: APPKT00434 - 6/1/2020 Insurance EFT's

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 101 - GENERAL FUND					
Department: 000 - NON DEPARTMENTAL					
VISION BENEFITS OF AMERIC	June 2020 Vision (Group 234	101-000-0302	11244	06/01/2020	640.74
Department 000 - NON DEPARTMENTAL Total:					640.74
Department: 010 - ADMINISTRATION					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-010-4200	11243	06/01/2020	5,939.14
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-010-4200	11242	06/01/2020	406.56
Department 010 - ADMINISTRATION Total:					6,345.70
Department: 011 - INFO TECHNOLOGY					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-011-4200	11243	06/01/2020	1,675.17
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-011-4200	11242	06/01/2020	133.61
Department 011 - INFO TECHNOLOGY Total:					1,808.78
Department: 015 - FINANCE					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-015-4200	11243	06/01/2020	4,111.73
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-015-4200	11242	06/01/2020	289.09
Department 015 - FINANCE Total:					4,400.82
Department: 020 - COMMUNITY DEVELOPMENT					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-020-4200	11243	06/01/2020	8,528.12
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-020-4200	11242	06/01/2020	639.40
Department 020 - COMMUNITY DEVELOPMENT Total:					9,167.52
Department: 030 - POLICE					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-030-4200	11243	06/01/2020	45,991.09
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-030-4200	11242	06/01/2020	3,655.33
Department 030 - POLICE Total:					49,646.42
Department: 040 - COURT					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-040-4200	11243	06/01/2020	2,436.56
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-040-4200	11242	06/01/2020	155.48
Department 040 - COURT Total:					2,592.04
Department: 050 - PUBLIC WORKS					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-050-4200	11243	06/01/2020	19,949.69
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-050-4200	11242	06/01/2020	1,623.76
Department 050 - PUBLIC WORKS Total:					21,573.45
Department: 060 - PARK & RECREATION					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-060-4200	11243	06/01/2020	11,117.05
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-060-4200	11242	06/01/2020	830.60
Department 060 - PARK & RECREATION Total:					11,947.65
Department: 080 - PROPERTY MANAGEMENT					
ST LOUIS AREA INSURANCE T	June 2020 Health Insurance	101-080-4200	11243	06/01/2020	1,675.17
DELTA DENTAL OF MISSOURI	June 2020 #0717-0301	101-080-4200	11242	06/01/2020	133.61
Department 080 - PROPERTY MANAGEMENT Total:					1,808.78
Fund 101 - GENERAL FUND Total:					109,931.90
Grand Total:					109,931.90

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	109,931.90
Grand Total:	109,931.90

Account Summary

Account Number	Account Name	Expense Amount
101-000-0302	VOL VISION INSURANCE	640.74
101-010-4200	MEDICAL INSURANCE	6,345.70
101-011-4200	MEDICAL INSURANCE	1,808.78
101-015-4200	MEDICAL INSURANCE	4,400.82
101-020-4200	MEDICAL INSURANCE	9,167.52
101-030-4200	MEDICAL INSURANCE	49,646.42
101-040-4200	MEDICAL INSURANCE	2,592.04
101-050-4200	MEDICAL INSURANCE	21,573.45
101-060-4200	MEDICAL INSURANCE	11,947.65
101-080-4200	MEDICAL INSURANCE	1,808.78
Grand Total:		109,931.90

Project Account Summary

Project Account Key	Expense Amount
None	109,931.90
Grand Total:	109,931.90

ACH TRANSFERS: - GENERAL FUND

6/2/2020 ELEC TX TSFR	6/4/2020 PY	48,700.28
6/2/2020 ACH-ICMA	6/4/2020 PY	5,407.93
6/2/2020 TASC	6/4/2020 PY	2,554.70
5/27/2020 TASC-ACA-Administration Fee-June 2020		126.35
5/28/2020 LAGERS Payment/May 2020		33,837.47
6/2/2020 Merchant Services Credit Card Fees - May 2020		745.23
6/2/2020 Global Credit Card Fees - May 2020		503.56

TOTAL

91,875.52

PAYROLL

6/4/2020 PY

151,942.72