

"Due to the outbreak of COVID-19, public attendance at the August 17, 2020 6:30 p.m. Lake Saint Louis Board of Alderman Special Meeting will be through virtual presence only. Use the following information to participate and/or access the virtual "Zoom" meeting:

To join by computer or

Mobile application: <https://us02web.zoom.us/j/87231175790?pwd=S3FCd1NPU29sN2JJTEdjK2tySXJuQT09>

To join by telephone

(Audio only): (312) 626-6799

Meeting ID: 872 3117 5790

Password: 35525369

The meeting will be available live on the City's YouTube Channel at <https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

The Board will accept comments by e-mail at Board@lakesaintlouis.com or in writing until 4 p.m., Monday, August 17, 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> "

NOTICE OF OPEN MEETING AND VOTE TO CLOSE PART OF THE MEETING

Notice is hereby given that the Board of Aldermen of the City of Lake Saint Louis, Missouri will hold a Virtual Special Meeting at 6:30 P. M. on Monday, August 17, 2020 at Lake Saint Louis City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri.

TENTATIVE AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. EXECUTIVE SESSION: LEGAL RSMO 610.021.1 exemption
- IV. GENERAL DISCUSSION
- V. ADJOURN

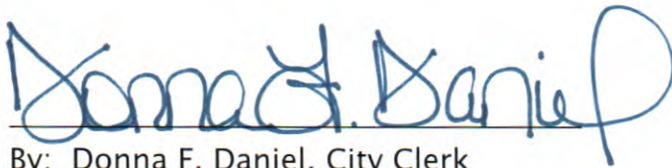
The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to the legal 610.021.1 exemption in the RSMo 610.021.

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.

Donna F. Daniel
City Clerk
200 Civic Center Drive
Lake Saint Louis, Missouri
625-1200

Posted this 12th day of August, 2020.

A handwritten signature in blue ink that reads "Donna F. Daniel". The signature is written in a cursive style with a large, looping "D" at the beginning and a long, sweeping tail that extends to the right.

By: Donna F. Daniel, City Clerk

Time: 1:00 p.m.

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

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
MONDAY, AUGUST 17, 2020
7:00 P.M. REGULAR MEETING
AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

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

Paul Markworth, City Administrator
Donna F. Daniel, City Clerk
Matthew Reh, City Attorney
George Ertle, Assistant City Administrator
Derek Koestel, Public Works Director

Next Ord. 4133

CITY OF LAKE SAINT LOUIS
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Renee Camp, Finance Director
Louis Clayton, Community Development Director
Chris DiGiuseppi, Chief of Police

IV. INVOCATION: Pastor Keith Spaugh, Chapel of the Lake

V. ANNOUNCEMENTS:

VI. COMMITTEE REPORTS:

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

VII. PUBLIC HEARINGS:

- **118 Hannahs Mill Drive and 122 Hannahs Mill Drive – Mill Creek Subdivision Preliminary Subdivision Plat and Final Subdivision Plat:** Consideration of a request by McBride 76B LLC, applicant/owner, to increase the size of Lot 19 (118 Hannahs Mill Drive) from 10,621 square feet to 12,197 square feet and to decrease the size of Lot 20 (122 Hannahs Mill Drive) from 14,349 square feet to 12,773 square feet by adjusting the location of the shared side property line.

(At the August 6, 2020 P&Z meeting this item was recommended for approval.)

- **4009 Hwy 40/61, 100 and 110 Freymuth Lane – Windsor Park Subdivision Final Subdivision Plat:** Consideration of a request by Windsor Park, LLC, applicant/owner, for approval of Final Subdivision Plats for Windsor Park Subdivision Plat 1 consisting of 26 single-family residential lots and Windsor Park Subdivision Plat 2 consisting of 35 single-family residential lots.

(At the August 6, 2020 P&Z meeting this item was recommended for approval.)

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- **Ronald Reagan Drive – Dierbergs Zoning Amendment and Preliminary Development Plan:** Consideration of a request by Dierbergs Lake Saint Louis, LLC, applicant/owner, for construction of an 88,858 square-foot multi-tenant commercial development including a 70,848 grocery store known as Dierbergs Markets; and amendments to the Detail to Development Standards for the Shoppes at Hawk Ridge as it relates to building setbacks and signage.

(At the August 6, 2020 P&Z meeting this item was recommended for approval.)

- **Freymuth Lane – Hawk Ridge Senior Living Site Plan Review:** Consideration of a request by LSL Land Company, LLC, applicant on behalf of Balam Properties, LLC, owner, for construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements.

(At the August 6, 2020 P&Z meeting this item was recommended for DENIAL.)

VIII. CALENDAR: August 2020 and September 2020

IX. MINUTES FROM: August 3, 2020 Regular Meeting

X. CONSENT AGENDA:

1. Warrant dated August 17, 2020 in the amount of \$801,442.27

XI. APPOINTMENTS:

XII. PUBLIC COMMENT:

XIII. TABLED:

CITY OF LAKE SAINT LOUIS
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XIV. OLD BUSINESS:

1. Bill No. 4343 – An ordinance amending the Lake Saint Louis Municipal Code, Title VI: Business and Occupation, Chapter 610: Peddlers, Solicitors and Canvassers, Section 610.140 Distribution of Handbills and Commercial Flyers and Section 610.150 General Prohibitions.

(This item received a first reading at the August 3, 2020 BOA meeting. Staff recommends this item be removed from the agenda.)

XV. NEW BUSINESS:

1. Bill No. 4346 – An ordinance amending the Lake Saint Louis Municipal Code, Title VI: Business and Occupation, Chapter 610: Peddlers, Solicitors and Canvassers, Section 610.140 Distribution of Handbills and Commercial Flyers and Section 610.150 General Prohibitions.
2. Bill No. 4347 – An ordinance approving and authorizing the execution of an Intergovernmental Cooperation Agreement by and between the City of Lake Saint Louis, Missouri and the St. Charles County Community College for limited radio dispatching services.
3. Bill No. 4348 – An ordinance approving a Preliminary Subdivision Plat and Final Subdivision Plat associated with the resubdivision of Lot 19 of the Mill Creek Plat 1 Subdivision and lot 20 of the Mill Creek Plat 2 Subdivision.
4. Bill No. 4349 – An ordinance approving Final Subdivision Plats for Plats 1 and 2 of the Windsor Park Subdivision.
5. Bill No. 4350 – An ordinance authorizing the Mayor and/or City Administrator to execute an Escrow Agreement with Windsor Park, LLC guaranteeing completion of subdivision improvements for Plat 1 of the Windsor Park Subdivision.
6. Bill No. 4351 – An ordinance authorizing the Mayor and/or City Administrator to execute an Escrow Agreement with Windsor Park, LLC guaranteeing completion of subdivision improvements for Plat 2 of the Windsor Park Subdivision.

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7. Bill No. 4352 – An ordinance to adopt a budget revision for the City of Lake Saint Louis' budgets for the fiscal year beginning July 1, 2020 and ending June 30, 2021.
8. Bill No. 4353 – An ordinance to authorize the Mayor and/or City Administrator to enter into a License Agreement with Karoline Parsons to install and maintain a Little Free Library.
9. Bill No. 4354 – An ordinance approving an Escrow Agreement with McBride Duello, LLC, guaranteeing completion of subdivision improvements for Plat 3 of the Wyndstone Subdivision.
10. Bill No. 4355 – An ordinance extending the Site Plan approval to the Lutheran Senior Services for the purpose of building the Lake Pointe Continuing Care Retirement Community on approximately 37.29 acres; said property being generally located northwest of Dauphine Drive, northeast of Civic Center Drive, and west of Freymuth Road.
11. Bill No. 4356 – An ordinance approving a Preliminary Development Plan for a multi-building commercial development located on Lot C1 of Hawk Ridge Village Plat 3.
12. Bill No. 4357 – An ordinance amending the Detail to Development Standards for the Shoppes at Hawk Ridge related to building setbacks and monument signs.
13. Bill No. 4358 – An ordinance authorizing the City of Lake Saint Louis, Missouri, to enter into an Escrow Agreement related to the defeasance and redemption of certain bonds of the City; authorizing the defeasance and redemption of certain bonds of the City in advance of the stated maturity thereof and payment of certain costs of such defeasance; authorizing and approving certain other documents; and authorizing certain other actions in connection with the defeasance and redemption of the bonds.
14. Resolution No. 08-17-20 (1) – A resolution approving a Site Plan associated with the construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements located on Lot 8 of the Hawk Ridge Business Park and Golf Course.

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XVI. BOARD COMMENTS:

XVII. STAFF COMMENTS:

XVIII. EXECUTIVE SESSION:

XIX. GENERAL DISCUSSION

XX. ADJOURNMENT:

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

August 2020

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

August

2020

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

Architecture Review Board

8:30 A.M. ARB Meeting - Virtual

August 11, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

August 18, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

August 25, 2020, 8:30 AM - 9:30 AM

[More Details](#)

Board of Adjustment

Board of Adjustment Cancelled

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

[More Details](#)

Board of Aldermen

6:30 PM Special Board of Aldermen Meeting - Virtual

August 17, 2020, 6:30 PM - 7:00 PM @ To join/participate in the meeting click on the link under "more details" below. To join by telephone (audio only): (312) 626-6799 Meeting ID: 872 3117 5790 Password: 35525369

"Due to the outbreak of COVID-19, public attendance at the August 17, 2020 7 p.m. Lake Saint Louis Board of Alderman meeting will be through virtual presence only. The meeting can be viewed on the City's YouTube Channel at

<https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

[More Details](#)

7:00 PM Board of Aldermen Meeting - Virtual

August 17, 2020, 7:00 PM @ To join/participate in the meeting click on the link under "more details" below. To join by telephone (audio only): (312) 626-6799 Meeting ID: 872 3117 5790 Password: 35525369

"Due to the outbreak of COVID-19, public attendance at the August 17, 2020 7 p.m. Lake Saint Louis Board of Alderman meeting will be through virtual presence only. The meeting can be viewed on the City's YouTube Channel at

<https://www.youtube.com/channel/UCjStvkwU6KG6PbcNLuT9VLg>

[More Details](#)

Lake Saint Louis Triathlon-Cancelled

August 15, 2020, 7:00 AM @ Lake Saint Louis Community Association

[More Details](#)

Municipal Court

MUNICIPAL COURT

August 11, 2020, 5:15 PM

[More Details](#)

MUNICIPAL COURT

August 25, 2020, 5:15 PM

[More Details](#)

Parks and Recreation

Park Board Meeting

August 18, 2020, 7:00 PM @ Conference Room

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

[More Details](#)

Tree Board

Tree Board Meeting

August 18, 2020, 5:30 PM @ Conference Room

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

[More Details](#)

September 2020

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

September 2020

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

Architecture Review Board

8:30 A.M. ARB Meeting - Virtual

September 1, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 8, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 15, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 22, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

September 29, 2020, 8:30 AM - 9:30 AM

[More Details](#)

Board of Adjustment

Board of Adjustment

September 17, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Board of Aldermen

5:30 PM A/F Work Session

September 8, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

7:00 PM Board of Aldermen Meeting

September 8, 2020, 7:00 PM @ Council Chambers

[More Details](#)

5:30 PM A/F Work Session

September 21, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

7:00 PM Board of Aldermen Meeting

September 21, 2020, 7:00 PM @ Council Chambers

[More Details](#)



City Hall Holiday Closures

City Hall Closed - Holiday

September 7, 2020, All Day

[More Details](#)

City Image Advisory Committee

City Image Advisory Committee

September 14, 2020, 8:00 AM - 10:00 AM @ Administrative Conference Room

[More Details](#)

Community Events

City-Wide Garage Sale

September 12, 2020, All Day @ City-Wide

[More Details](#)

Concert- A.D.D.

September 26, 2020, 7:00 PM - 10:00 PM @ Windjammer Pointe (Next to St. Joseph Hospital West)

Enjoy a night of free music and dancing.

[More Details](#)

Municipal Court

MUNICIPAL COURT-CANCELLED AS THERE IS A BOA MEETING

September 8, 2020, 5:15 PM

[More Details](#)

MUNICIPAL COURT

September 22, 2020, 5:15 PM

[More Details](#)

Parks and Recreation

Park Board Meeting

September 15, 2020, 7:00 PM @ Conference Room

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

[More Details](#)

Planning & Zoning

Planning & Zoning Commission

September 3, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Tree Board

Tree Board Meeting

September 15, 2020, 5:30 PM @ Conference Room

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

[More Details](#)

BOARD OF ALDERMEN
REGULAR MEETING
MONDAY, AUGUST 3, 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, August 3, 2020 at 7:05 p.m.

Due to the outbreak of COVID-19, public attendance was through virtual presence. 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; Jason Law, Ward III; John Pellerito, Ward III; and Gary Turner, Ward I. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Matthew Reh, City Attorney; George Ertle, Assistant City Administrator; Chris DiGiuseppi, Police Chief; Louis Clayton, Community Development Director; Renee Camp, Finance Director; Derek Koestel, Public Works Director; and Adam Cole, IT Administrator.

INVOCATION:

ANNOUNCEMENTS:

COMMITTEE REPORTS:

Tree Board – Alderman Torlina gave a report on the July 21, 2020 Tree Board meeting.

Mayor Schweikert and Alderman Vennard gave a report on the St. Charles County Municipal League's annual barbeque/meeting.

Mayor Schweikert commented on the "Mask Up St. Charles County" campaign which the public may see at local businesses, in the press and/or on social media.

PUBLIC HEARINGS:

CALENDAR:

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

CITY OF LAKE SAINT LOUIS
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AUGUST 3, 2020

(JOURNAL AND MINUTES)

- Planning and Zoning Commission – August 6, 2020
- City image Advisory Committee meeting is cancelled – August 10, 2020
- Municipal Court – August 11, 2020
- Next Regular Board of Aldermen Work Session – August 17, 2020
- Next Regular Board of Aldermen Meeting – August 17, 2020

MINUTES: July 20, 2020 Regular Meeting

MOTION TO APPROVE THE MINUTES FROM THE JULY 20, 2020 REGULAR BOA MEETING.

Alderman Vennard made a motion to waive the reading of the minutes from the July 20, 2020 Regular BOA Meeting and approve same as submitted. The motion was seconded by Alderman Turner and passed unanimously.

THE MINUTES FROM THE JULY 20, 2020 REGULAR BOA MEETING STAND APPROVED AS SUBMITTED.

CONSENT AGENDA:

MOTION TO APPROVE THE CONSENT AGENDA:

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

Warrant dated August 3, 2020 in the amount of \$1,195,373.46

APPOINTMENTS:

PUBLIC COMMENT:

TABLED:

OLD BUSINESS:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 3, 2020

(JOURNAL AND MINUTES)

NEW BUSINESS:

Bill No. 4343 – An ordinance amending the Lake Saint Louis Municipal Code, Title VI: Business and Occupation, Chapter 610: Peddlers, Solicitors and Canvassers, Section 610.140 Distribution of Handbills and Commercial Flyers and Section 610.150 General Prohibitions.

FIRST READING:

Alderman Law made a motion to authorize the first reading of Bill No. 4343. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4343 was read.

Bill No. 4344 – An ordinance to authorize the Mayor and/or City Administrator to enter into a Municipal Agreement with the Missouri Highways and Transportation Commission for the relinquishment of a portion of the state highway system.

FIRST READING:

Alderman Turner made a motion to authorize the first reading of Bill No. 4344. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4344 was read.

SECOND READING:

Alderman Turner made a motion to authorize the second reading of Bill No. 4344. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4344 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4344 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4131.

Alderman Turner made a motion to approve the second reading of Bill No. 4344 and pass same by assigning Ordinance No. 4131. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Pellerito, Potter, Vennard, Law, Turner and Torlina. Nays, none. The motion passed.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 3, 2020

(JOURNAL AND MINUTES)

Bill No. 4345 – An ordinance to adopt a budget revision for the City of Lake Saint Louis' budgets for the fiscal year beginning July 1, 2020 and ending June 30, 2021.

FIRST READING:

Alderman Vennard made a motion to authorize the first reading of Bill No. 4345. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4345 was read.

SECOND READING:

Alderman Vennard made a motion to authorize the second reading of Bill No. 4345. The motion was seconded by Alderman Torlina and passed unanimously. Bill No. 4345 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4345 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4132.

Alderman Vennard made a motion to approve the second reading of Bill No. 4345 and pass same by assigning Ordinance No. 4132. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Pellerito, Potter, Vennard, Law, Turner and Torlina. Nays, none. The motion passed.

Resolution No. 08-03-20 (1) – A resolution authorizing the Chief of Police to sign a Memorandum of Understanding with Flock Group, Inc. for data sharing services.

Mayor Schweikert read Resolution No. 08-03-20 (1).

MOTION TO APPROVE RESOLUTION NO. 08-03-20 (1):

Alderman Potter made a motion to approve Resolution No. 08-03-20 (1). The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Pellerito, Potter, Vennard, Law, Turner and Torlina. Nays, none. The motion passed.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 3, 2020

(JOURNAL AND MINUTES)

Resolution No. 08-03-20 (2) – A resolution authorizing the Chief of Police to sign a Memorandum Of Understanding with the U.S. Immigrations and Customs Enforcement Homeland Security Investigations.

Mayor Schweikert read Resolution No. 08-03-20 (2).

MOTION TO APPROVE RESOLUTION NO. 08-03-20 (2):

Alderman Turner made a motion to approve Resolution No. 08-03-20 (2). The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Pellerito, Potter, Vennard, Law, Turner and Torlina. Nays, none. The motion passed.

Resolution No. 08-03-20 (3) – A resolution defining the approval criteria for Right-Of-Way Encroachment Licenses.

Mayor Schweikert read Resolution No. 08-03-20 (3).

MOTION TO APPROVE RESOLUTION NO. 08-03-20 (3):

Alderman Torlina made a motion to approve Resolution No. 08-03-20 (3). The motion was seconded by Alderman Vennard; the poll of the Board being ayes: Pellerito, Potter, Vennard, Law, Turner and Torlina. Nays, none. The motion passed.

BOARD COMMENTS:

Alderman Law encouraged everyone to vote on August 4, 2020.

Alderman Turner complimented Derek Koestel for the road repair on Freymuth. Keep up the good work! Mr. Koestel said the repair was a joint effort between the contractor and MoDOT.

Alderman Vennard noted the real estate market is crazy. She agreed with Alderman Law's comment, encouraging everyone to vote on August 4, 2020.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 3, 2020

(JOURNAL AND MINUTES)

Alderman Pellerito concurred, encouraging everyone to vote on August 4, 2020. He congratulated Derek Koestel, terrific job getting work done. Great Job!

Alderman Potter said he will be traveling to Colorado on Saturday to see his daughter who will be graduating with a Master's in Public Health.

Alderman Torlina agreed, Derek Koestel did a great job. Alderman Torlina said he expects the Planning and Zoning Commission meeting to have a large audience.

Mayor Schweikert questioned how the public comment section will be handled on the "Zoom" teleconference. Louis Clayton, Community Development Director, said they will be utilizing the "raise your hand" feature.

Mayor Schweikert said she was sad to say the Planning and Zoning Commissioner William Fridley passed away on Tuesday, August 4, 2020. Services will be held on August 11, 2020 at the Dardenne Presbyterian Church with a celebration of his life immediately following the service in Boulevard Park.

Mayor Schweikert commented how nice it was too see three (3) Lake Saint Louis businesses mentioned in the "2020 Top Work Places" news article in the Post-Dispatch. The businesses named as a favorite place to work by their employees were: NISC (large business category), TJ Wies Contracting, Inc. (midsize business category) and Veterans Care Coordination (small business category).

Mayor Schweikert said she was happy to welcome two new businesses to the City, Clementine's Naughty and Nice Creamery and Mattingly's Sports Bar & Grill. She went on to say she was excited that Grillo's Chop & Barrel Meat Market and Whiskey Shop and Dierbergs Market will be joining the Lake Saint Louis business community.

STAFF:

Chris DiGiuseppi, Police Chief, said he believes that St. Charles County is pursuing a grant for License Plate Readers (LPRs). They asked about possible sites where LPRs might be located in Lake Saint Louis.

Renee Camp, Finance Director, informed the Board that we will pay off the 2010 bonds with this year's \$550,000 defeasance, we still have the 2014 bonds.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 3, 2020

(JOURNAL AND MINUTES)

Louis Clayton, Community Development Director, informed the Board the revised draft of the Development Code and Zoning Map update will be on the City's Website for approximately one (1) month for public comment. He anticipates it will be on the Planning and Zoning Commission's October Meeting agenda.

Derek Koestel, Public Works Director, said he recently drove through the repair on Freymuth. He believes the patch is holding-up. He will follow-up with MoDOT to get their feedback on the road condition/repair. Mr. Koestel informed the Board that he will post a virtual meeting about the Lake Saint Louis Boulevard Phase 3 Grant.

Mayor Schweikert asked if there was any information about the samples that MoDOT took on Freymuth. Mr. Koestel, replied, the samples revealed the subsurface is not a good foundation for a road.

Alderman Turner mentioned the City taking over the right-of-way on the outer road, after it is properly repaired or re-constructed. Derek Koestel, Public Works Director, suggested the Board consider entering into a road maintenance agreement with MoDOT in lieu of taking the road.

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

AUGUST 3, 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, August 3, 2020 at approximately 6:00 p.m.

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; Gary Turner, Ward I; and John Pellerito, Ward III. 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; Chris DiGiuseppi, Police Chief; Renee Camp, Finance Director; Derek Koestel, Public Works Director; and Adam Cole, IT Administrator.

Right-of-Way Encroachment License

Paul Markworth, City Administrator, said the Board adopted Ordinance No. 3752 establishing a right-of-way encroachment license, but guidelines for approving that license were never defined.

Derek Koestel, Public Works Director, discussed staff's proposed guidelines for approving a right-of-way encroachment license. Mr. Koestel noted the License Agreement is the same License Agreement the City of O'Fallon uses for their approval of right-of-way encroachment licenses.

The Board held a general discussion about the proposed License Agreement and guidelines for its approval.

Distribution of Handbills and Commercial Flyers

Paul Markworth, City Administrator, informed the Board that an ordinance amending the soliciting law is on the business meeting agenda. Chief DiGiuseppi and Municipal Prosecutor Tony Linson want to amend Lake Saint Louis Municipal Code Section 610.140 (3) *No handbill or flyer shall be left at or attached to any property having a "no solicitor" sign of the type described in Section 610.150(1) or (2).*

The Chief and the Prosecutor agree it would be difficult to make a case against someone leaving a handbill or flyer on someone's door unless the police department can identify the exact person leaving the document.

The Board held a general discussion about the proposed amendment.

Chief DiGiuseppi informed the Board that he will need to revise the text in the proposed bill. He asked the Board to table this bill at the business meeting.

Business Park Association Ordinance

Paul Markworth, City Administrator, informed the Board that the Hawk Ridge Business Park has six (of the eleven existing lots) developed lots. The Business Park has a declaration of covenants, conditions and restrictions (Declaration) for the Hawk Ridge Business Park which has been recorded with the St. Charles County Recorder of Deeds. The Business Park Association established in the Declaration was not incorporated with the State of Missouri and has never been active causing problems with common area maintenance.

In addition to the common area maintenance the Declaration obligated the Business Park Association members to review and approve/deny plans for new structures within the planned community. Specific development standards and design guidelines for the business park are recorded but the existing businesses can't enforce them because the Association is inactive.

Matt Reh, City Attorney, suggests the City compel them to be active by adopting an ordinance regulating Business Associations. Mr. Reh discussed a draft ordinance to compel both Business Associations and Home Owners Associations to be active and "do what they are supposed to do".

The Board held a general discussion about the draft ordinance. The Board directed staff to remove the Home Owners Associations from the proposed ordinance.

General Discussion

The Board held a general discussion about placing a “use tax” on the November 2020 ballot.

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 7:01 p.m.

Donna F. Daniel, City Clerk

AN ORDINANCE AMENDING THE LAKE SAINT LOUIS MUNICIPAL CODE, TITLE VI: BUSINESS AND OCCUPATION, CHAPTER 610: PEDDLERS, SOLICITORS AND CANVASSERS, SECTION 610.140 DISTRIBUTION OF HANDBILLS AND COMMERCIAL FLYERS AND SECTION 610.150 GENERAL PROHIBITIONS.

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

SECTION 1. The Lake Saint Louis Municipal Code, Title VI: Business and Occupation, Chapter 610: Peddlers, Solicitors and Canvassers, Section 610.140 Distribution of Handbills and Section 610.150 General Prohibitions are hereby amended as follows (Deletions show in strikethrough text. Additions shown in bold text.):

Section 610.140 Distribution of Handbills and Commercial Flyers.

- A. In addition to the other regulations contained herein, a solicitor or canvasser leaving handbills or commercial flyers about the community shall observe the following regulations:
1. No handbill or flyer shall be left at or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. The police are authorized to remove any handbill or flyer found within the right-of-way.
 2. No handbill or flyer shall be left at or attached to any privately owned property in a manner that causes damage to such privately owned property.
 - ~~3. No handbill or flyer shall be left at or attached to any property having a "no solicitor" sign of the type described in section 610.150(1) or (2).~~
 - ~~4.~~ **3.** Any person observed distributing handbills or flyers shall be required to identify himself/herself to the police (either by producing an identification card or other form of identification). This is for the purpose of knowing the likely identity of the perpetrator if the City receives a complaint of damage caused to private property during the distribution of handbills or flyers.

Section 610.150 General Prohibitions and No Soliciting Sign Requirements.

- A. No peddler, solicitor or canvasser shall:
1. Enter upon any private property where the property has clearly posted in the front yard a sign **or where a homeowner's association, community association or other governing body of the said property has posted a sign or signs at the entrance(s) and exits(s) to any subdivision or neighborhood** visible from the right-of-way (public or private) indicating a prohibition against peddling, soliciting and/or canvassing. ~~Such sign shall not exceed one (1) square foot in size and may~~

~~contain words such as "no soliciting" or "no solicitors" in letters of at least two (2) inches in height. (the phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)~~

2. Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entrance way leading into the residence or dwelling at which guests would normally enter, which sign contains the words "no soliciting" or "no solicitors" and which is clearly visible to the peddler, solicitor or canvasser.
3. Use or attempt to use any entrance other than the front or main entrance to the dwelling, or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.
4. Remove any yard sign, door or entrance sign that gives notice to such person that the resident or occupant does not invite visitors.
5. Enter upon the property of another except between the hours of 8:00 A.M. and **5:00 P.M.** ~~8:00 p.m. in the hours of central standard time and 8:00 a.m. and 8:00 p.m. in the hours of central daylight time.~~

Except that the above prohibitions shall not apply when the peddler, solicitor or canvasser has an express invitation from the **governing body**, resident or occupant of a dwelling allowing him/her to enter upon any posted property.

Nothing in this section shall prohibit or ban any solicitor, canvasser or peddler from legally accessing or using any public street, public way or public property.

B. No soliciting sign requirements:

1. **Such sign shall not exceed one (1) square foot in size and may contain words such as "no soliciting" or "no solicitors" and the governing bodies name if applicable in letters of at least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)**
2. **All costs for installation and materials of signs will be purchased at the property owner's, home owners association, community association or other governing body's expense.**
3. **All signs will be acquired from the city of Lake Saint Louis' public works department.**

SECTION 2. All other portions and sections of Chapter 610 shall remain in full force and effect.

BILL NO. 4343

ORDINANCE NO. _____

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney



POLICE DEPARTMENT
Christopher DiGiuseppi
Chief of Police

June 17, 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: Chris DiGiuseppi, Chief of Police

SUBJECT: Ordinance Change

Dear Mayor and Board Members,

In order to allow subdivisions, homeowner's association and other governing bodies the option to regulate solicitors and peddlers I am making the following recommended ordinance change (as **bolded** below) after consulting with the municipal prosecutor and the city attorney. Also note that the municipal prosecutor has recommended that we do not restrict the distribution of handbills or flyers on residential property when no contact is made as this is difficult to prove and prosecute, to which I concur:

Chapter 610. Peddlers, Solicitors and Canvassers

Section 610.140 Distribution of Handbills and Commercial Flyers.

- A. In addition to the other regulations contained herein, a solicitor or canvasser leaving handbills or commercial flyers about the community shall observe the following regulations:
1. No handbill or flyer shall be left at or attached to any sign, utility pole, transit shelter or other structure within the public right-of-way. The police are authorized to remove any handbill or flyer found within the right-of-way.

2. No handbill or flyer shall be left at or attached to any privately owned property in a manner that causes damage to such privately owned property.
3. ~~No handbill or flyer shall be left at or attached to any property having a "no solicitor" sign of the type described in section 610.150(1) or (2).~~
4. 3. Any person observed distributing handbills or flyers shall be required to identify himself/herself to the police (either by producing an identification card or other form of identification). This is for the purpose of knowing the likely identity of the perpetrator if the City receives a complaint of damage caused to private property during the distribution of handbills or flyers.

Section 610.150 General Prohibitions and No Soliciting Sign Requirements.

A. No peddler, solicitor or canvasser shall:

1. Enter upon any private property where the property has clearly posted in the front yard a sign or ~~where a homeowner's association, community association or other governing body of the said property has posted a sign or signs at the entrance(s) and exits(s) to any subdivision or neighborhood~~ visible from the right-of-way (public or private) indicating a prohibition against peddling, soliciting and/or canvassing. ~~such sign shall not exceed one (1) square foot in size and may contain words such as "no soliciting" or "no solicitors" in letters of at least two (2) inches in height. (the phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)~~
2. Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entrance way leading into the residence or dwelling at which guests would normally enter, which sign contains the words "no soliciting" or "no solicitors" and which is clearly visible to the peddler, solicitor or canvasser.
3. Use or attempt to use any entrance other than the front or main entrance to the dwelling, or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property.
4. Remove any yard sign, door or entrance sign that gives notice to such person that the resident or occupant does not invite visitors.
5. Enter upon the property of another except between the hours of 8:00 A.M. and ~~5:00 P.M. 8:00 p.m. in the hours of central standard time and 8:00 a.m. and 8:00 p.m. in the hours of central daylight time.~~

Except that the above prohibitions shall not apply when the peddler, solicitor or canvasser has an express invitation from the **governing body**, resident or occupant of a dwelling allowing him/her to enter upon any posted property.

Nothing in this section shall prohibit or ban any solicitor, canvasser or peddler from legally accessing or using any public street, public way or public property.

B. No soliciting sign requirements:

1. **Such sign shall not exceed one (1) square foot in size and may contain words such as "no soliciting" or "no solicitors" and the governing bodies name if applicable in letters of at**

least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)

- 2. All costs for installation and materials of signs will be purchased at the property owner's, home owners association, community association or other governing body's expense.**
- 3. All signs will be acquired from the city of Lake Saint Louis' public works department.**

Respectfully,

Chief Chris DiGiuseppi

AN ORDINANCE AMENDING THE LAKE SAINT LOUIS MUNICIPAL CODE, TITLE VI: BUSINESS AND OCCUPATION, CHAPTER 610: PEDDLERS, SOLICITORS AND CANVASSERS, SECTION 610.140 DISTRIBUTION OF HANDBILLS AND COMMERCIAL FLYERS AND SECTION 610.150 GENERAL PROHIBITIONS.

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~~contain words such as "no soliciting" or "no solicitors" in letters of at least two (2) inches in height. (the phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)~~

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Nothing in this section shall prohibit or ban any solicitor, canvasser or peddler from legally accessing or using any public street, public way or public property.

B. No soliciting sign requirements:

1. Signage for Individual Residences:

a. Such sign shall not exceed one (1) square foot in size and shall contain the words "no soliciting" or "no solicitors" in letter of at least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)

2. Signage for Subdivisions, Homeowners' Associations, Property Owner's Associations, Community Associations and other Governing Bodies:

a. Such sign shall be the appropriate dimensions and size deemed appropriate by the Director of Public Works and shall contain the words "no soliciting" or "no solicitors" and the governing bodies name if applicable in letters of at least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)

b. The Lake Saint Louis Public Works Department shall fabricate and install all signs in the right-of-way. An established homeowners' association, property owners' association, community association or other governing body may request signs from the Public Works Department. A charge, based on the estimated average cost for installation of these signs, will be established by the Public Works Department and shall be paid by the Association prior to commencement of any work by the City.

SECTION 2. All other portions and sections of Chapter 610 shall remain in full force and effect.

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



POLICE DEPARTMENT
Christopher DiGiuseppi
Chief of Police

August 3, 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: Chris DiGiuseppi, Chief of Police

SUBJECT: Ordinance Change

Dear Mayor and Board Members,

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2. Signage for Subdivisions, Homeowners' Associations, Property Owner's Associations, Community Associations and other Governing Bodies:

a. Such sign shall be the appropriate dimensions and size deemed appropriate by the Director of Public Works and shall contain the words "no soliciting" or "no solicitors" and the governing bodies name if applicable in letters of at least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers.)

b. The Lake Saint Louis Public Works Department shall fabricate and install all signs in the right-of-way. An established homeowners' association, property owners' association, community association or other governing body may request signs from the Public Works Department. A charge, based on the estimated average cost for installation of these signs, will be established by the Public Works Department and shall be paid by the Association prior to commencement of any work by the City.

Respectfully,

Chief Chris DiGiuseppi

BILL NO. 4347

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF LAKE SAINT LOUIS, MISSOURI AND THE ST. CHARLES COUNTY COMMUNITY COLLEGE FOR LIMITED RADIO DISPATCHING SERVICES.

WHEREAS, the City of Lake Saint Louis, Missouri has agreed to provide limited radio dispatching services for the St. Charles County Community College.

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

SECTION 1. Intergovernmental Cooperation Agreement: The Board of Aldermen hereby approves and authorizes the execution of the Intergovernmental Cooperation Agreement by and between the City of Lake Saint Louis, Missouri and the St. Charles County Community College as attached hereto and incorporated herein as Exhibit "A", for a period of one (1) year with the option to renew for two (2) additional one-year periods.

SECTION 2. Execution of Contract Agreements and Documents: The City is hereby authorized to enter into, and the Mayor and /or City Administrator and the City Clerk are hereby authorized and directed to execute, seal, attest and deliver, for and on behalf of, and as the act and deed of, the City, the Intergovernmental Cooperation Agreement and such other documents, certificates and instruments as may be necessary or desirable 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

WHEREAS, The Community College wishes to use limited radio and communication services offered by Lake Saint Louis, including limited radio dispatching; and

WHEREAS, Lake Saint Louis and The Community College desire to enter into an agreement to share costs associated with the limited radio and communication services, limited radio dispatching, as well as costs associated with the development and implementation of the P-25-800 MHZ Digital Trunked Radio/Microwave System;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth herein, the adequacy and sufficiency of which consideration are hereby acknowledged by the Parties, and to achieve the purposes set forth in the Recitals above, it is hereby agreed by and between the Parties as follows:

- 1. Recitals.** The Parties acknowledge and agree that all of the matters set forth in the above Recitals to this Agreement are accurate, correct and incorporated into the Agreement.
 - 2. Services Provided.** Lake Saint Louis will provide The Community College with limited radio dispatching (collectively the “Services”), including the Services below:
 - (a) Radio Dispatching. Lake Saint Louis agrees to provide radio dispatching to and from police radios operated by The Community College from the hours of 12:00 AM to 6:00 AM each morning Monday through Friday and 12:00 AM to 8:00 AM Saturday, Sundays and Holidays.
 - 3. Period of Performance.** Lake Saint Louis shall provide Services to The Community College from September 1, 2020 through August 31, 2021 (the “Initial Term”). If Lake Saint Louis has not given The Community College notice of a default in regard to any of The Community College’s obligations under the Agreement, The Community College shall have two (2) options to renew (each, a “Renewal Option”) each for one (1) year (each, a “Renewal Term”). Each Renewal Term shall be upon the same terms and conditions of the Agreement. Renewal Options shall be automatically exercised with no action by The Community College. If the Community College elects not to renew, The Community College will give written notice to Lake Saint Louis of The Community College election not to renew at least forty (40) days before expiration of the Initial Term or Renewal Term.
-
- 1. Payment Amount and Payment Process.** The Community College shall pay Lake Saint Louis \$5,000 for the initial term and each Renewal Term. Payment for the Initial Term and each Renewal Term is due forty (40) days before the start of each Term. Note that the payment/rate is based on an estimated call volume of an average of 1 call per day. Should the actual volume be greater than an average of 1 call per day in a calendar year, Lake Saint Louis has the option to renegotiate the rate, declare

this Agreement null and void then offer The Community College a new Agreement with the adjusted amount.

2. **Regulations.** Lake Saint Louis and The Community College agree to abide by all regulations of the FCC. The Community College agrees to abide by all regulations and requirements of Lake Saint Louis pertaining to the Services provided herein, such regulations and requirements, as may be amended from time to time, having been provided to The Community College in writing.

3. **Insurance.** The Parties shall be listed on the Party's Certificates of Insurance as an additional insured. Each Party agrees to carry such insurance, which shall not be less than the following:

Liability and Property Damage Liability Insurance:

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

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

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

4. **Indemnification.** To the extent permissible by law, The Community College does hereby agree to indemnify, defend and hold harmless Lake Saint Louis from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from or caused by the negligence or alleged negligence of The Community College, its agents, servants or employees in the performance of the Agreement.

To the extent permissible by law, Lake Saint Louis does hereby agree to indemnify, defend and hold harmless The Community College from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from or caused by the negligence or alleged negligence of Lake Saint Louis, its agents, servants or employees in the performance of this Agreement.

Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defense of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. Et seq., for any monetary amount

whatsoever, or of any other defensed, howsoever named, that are, or in the future may become, available to the Parties by statute or common law.

5. **Termination.** Either Party may terminate this Agreement by giving thirty (30) days written notice of such termination to the other Party. If the City of Lake St. Louis terminates the contract, they shall refund to The Community College any payments made pursuant to paragraph 4 of this Agreement on a pro rata basis.
6. **Default.** If any Party fails to perform any of the terms or conditions of this Agreement with in ten (10) days after written notice of the failure has been given, then the performing Party may terminate the Agreement. The remedies herein shall be in addition to, and without prejudice to, any other rights and remedies permitted by law.
7. **Waiver of Breach.** No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by Party of any covenant, agreement or undertaking by one Party, the non-breaching Party may accept payments or performance from the breaching Party without in any way waiving the non-breaching Party's right to exercise any of its rights and remedies as provided herein in regard to any such default or defaults of the breaching Party which were in existence at the time when such payment or performance was accepted by the non-breaching Party.
8. **Benefits.** Lake Saint Louis and The Community College are independent entities. Neither is an employee of the other. Neither Party nor its employees is entitled to the benefits provided by the other Party or its employees, including, but not limited to, group insurance or a pensions.
9. **Assignment.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their assigns. No Party shall assign any obligations or rights under this Agreement without the prior written consent of the other Party.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties in regard to the subject matter set forth herein. This Agreement supersedes all prior agreements, discussions and understandings between the Parties, including, but not limited to, any Communication and Police Report Services Agreement between the Parties.
11. **Amendments.** This Agreement may be amended from time to time by mutual agreement of the Parties hereto. No amendments hereto shall be made without the prior written consent of both Parties.

12. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Missouri. Any action arising from the Agreement shall be filed in the Circuit Court of St. Charles County, Missouri or the District Court for the Eastern District of Missouri.

13. Capacity and Authorization. The Parties by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. A copy of this Agreement and any action required by the governing body of each party hereto authorizing its execution shall be filed in the appropriate offices of each Party. Action is not required by the governing body of The Community College for this Agreement.

14. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the Parties hereto.

15. Headings. The headings of various paragraphs and subparagraphs of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

16. Severability. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentence, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

17. Notice. Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally:

In the case of Lake Saint Louis, to: City of Lake Saint Louis
200 Civic Center Drive
Lake Saint Louis, MO 63367

With a copy to: Chief Chris DiGiuseppi
Lake Saint Louis Police Department
200 Civic Center Drive
Lake Saint Louis, MO 63367

In the case of The Community College, to:

St. Charles County Community College
Attn: Chief of Police
4601 Mid Rivers Mall Drive
Cottleville, MO 63376

With a copy to:

St. Charles Community College
Attn: Vice-President of Administrative Services
4601 Mid Rivers Mall Drive
Cottleville, MO 63376

Or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

IN WITNESS WHEREOF, Lake Saint Louis has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

LAKE SAINT LOUIS, MISSOURI

By: _____
Kathy Schweikert, Mayor

(Seal)

ATTEST:

Donna Daniel, City Clerk

IN WITNESS WHEEOF, the City has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written

ST. CHARLES COUNTY COMMUNITY COLLEGE, MISSOURI

By: _____
Robert Ronkoski, Chief of Police

(SEAL)

ATTEST:

Vice-President of Administrative Services

AN ORDINANCE APPROVING A PRELIMINARY SUBDIVISION PLAT AND FINAL SUBDIVISION PLAT ASSOCIATED WITH THE RESUBDIVISION OF LOT 19 OF THE MILL CREEK PLAT 1 SUBDIVISION AND LOT 20 OF THE MILL CREEK PLAT 2 SUBDIVISION.

WHEREAS, McBride 76B LLC proposes the resubdivision of the subject properties to increase the size of Lot 19 (118 Hannahs Mill Drive) from 10,621 square feet to 12,197 square feet and to decrease the size of Lot 20 (122 Hannahs Mill Drive) from 14,349 square feet to 12,773 square feet by adjusting the location of the shared side property line, as detailed on the subdivision plat dated August 6, 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 August 6, 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 August 17, 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 subject properties 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 subject properties 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.

BILL NO. 4348

ORDINANCE NO. _____

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney



PLANNING & ZONING COMMISSION

STAFF REPORT

MEETING DATE	August 6, 2020
PROJECT LOCATION	<p>118 Hannahs Mill Drive (Lot 19 of Mill Creek Plat 1) and 122 Hannahs Mill Drive (Lot 20 of Mill Creek Plat 2).</p> 
APPLICANT/PROPERTY OWNER	McBride 76B LLC
ZONING	"SR2" Single-Family Residential
APPLICATION TYPE	Preliminary Subdivision Plat and Final Subdivision Plat
PROPOSAL	Resubdivision of the subject properties to increase the size of Lot 19 (118 Hannahs Mill Drive) from 10,621 square feet to 12,197 square feet and to decrease the size of Lot 20 (122 Hannahs Mill Drive) from 14,349 square feet to 12,773 square feet by adjusting the location of the shared side property line.
STAFF	Louis Clayton, AICP, Director of Community Development

PROJECT DESCRIPTION

The subject properties are both owned by McBride and are currently vacant. The proposed resubdivision of the subject properties will increase the size of Lot 19 (118 Hannahs Mill Drive) from 10,621 square feet to 12,197 square feet and to decrease the size of Lot 20 (122 Hannahs Mill Drive) from 14,349 square feet to 12,773 square feet by adjusting the location of the shared side property line. The adjusted lots will comply with the minimum lot area for the SR2 Zoning District.

CONCLUSION

Staff is of the opinion that the proposed subdivision complies with the applicable requirements of the Municipal Code.

STAFF RECOMMENDATION

To ***recommend approval*** of the requested Preliminary Subdivision Plat and Final Subdivision Plat to the Board of Aldermen with the following conditions:

1. Use the correct City certificate.
2. Show the new side yard and front yard easements in relation to the new lot line.

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 with the conditions listed in the staff report."*

AN ORDINANCE APPROVING FINAL SUBDIVISION PLATS FOR PLATS 1 AND 2 OF THE WINDSOR PARK SUBDIVISION.

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

WHEREAS, On March 2, 2020, the Board of Alderman adopted Ordinance 4083 approving an amended Preliminary Subdivision Plat for 80 single-family lots; and

WHEREAS, Windsor Park, LLC, applicant, has submitted to the City an application for Final Subdivision Plats for Windsor Park Subdivision Plat 1 consisting of 26 single-family residential lots and Windsor Park Subdivision Plat 2 consisting of 35 single-family residential lots, as detailed on the Final Subdivision Plats signed and sealed on July 16, 2020 (labeled as Exhibit “A” and Exhibit “B”, attached hereto and made a part hereof); 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 August 6, 2020, has recommended approval of the requested Final Subdivision Plats 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 August 17, 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 the Final Subdivision Plats 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 Final Subdivision Plats as shown on Exhibit “A” and Exhibit “B” are hereby approved.

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

BILL NO. 4349

ORDINANCE NO. _____

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

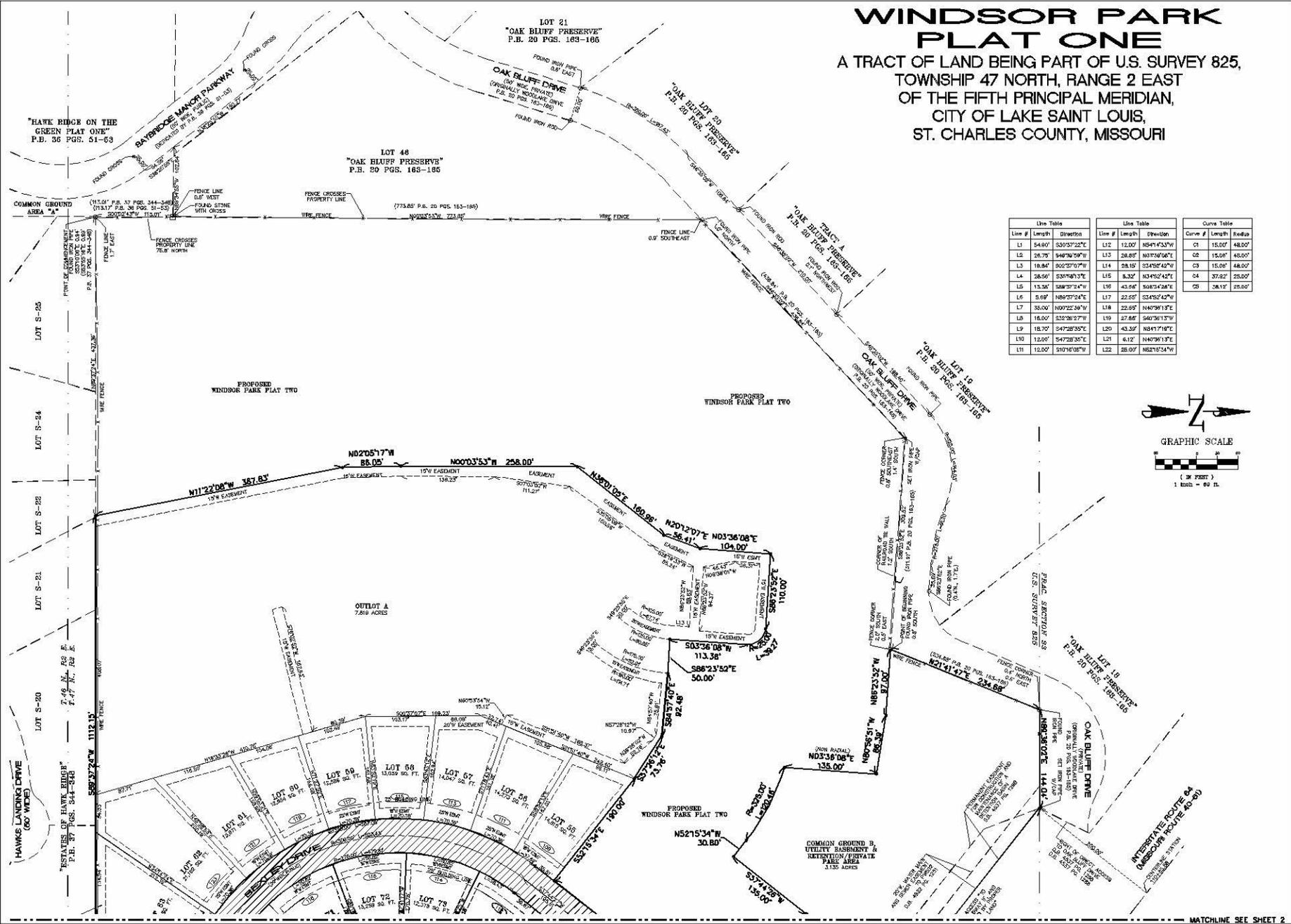
Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

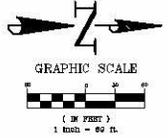
APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

WINDSOR PARK PLAT ONE

A TRACT OF LAND BEING PART OF U.S. SURVEY 825,
TOWNSHIP 47 NORTH, RANGE 2 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF LAKE SAINT LOUIS,
ST. CHARLES COUNTY, MISSOURI



Line Table			Line Table			Curve Table		
Line #	Length	Direction	Line #	Length	Direction	Curve #	Length	Radius
L1	54.90'	S30°37'22"E	L12	12.00'	N54°14'33"W	C1	15.00'	48.00'
L2	28.79'	S48°38'59"W	L13	28.85'	N07°58'06"E	C2	15.00'	48.00'
L3	18.84'	S62°57'07"W	L14	28.15'	S34°58'40"W	C3	15.00'	48.00'
L4	28.56'	S38°48'13"E	L15	8.32'	N34°52'42"E	C4	37.92'	25.00'
L5	13.30'	S88°37'24"W	L16	43.96'	S08°42'28"E	C5	38.17'	25.00'
L6	5.69'	N89°57'34"E	L17	22.55'	S34°52'42"W			
L7	35.00'	N09°22'38"W	L18	25.85'	N49°58'19"E			
L8	18.60'	S28°38'27"W	L19	37.86'	S49°30'17"W			
L9	18.70'	S47°28'55"E	L20	43.35'	N34°17'49"E			
L10	13.00'	S47°28'35"E	L21	6.12'	N49°58'19"E			
L11	12.00'	S10°16'18"W	L22	28.00'	N82°19'34"W			



WINDSOR PARK
PLAT ONE

PREPARED FOR:
WINDSOR PARK, LLC
10222 OAK BLUFF DRIVE
ST. LOUIS, MISSOURI 63123
(314) 667-9400

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



DATE	CITY COMMENTS
07/16/20	

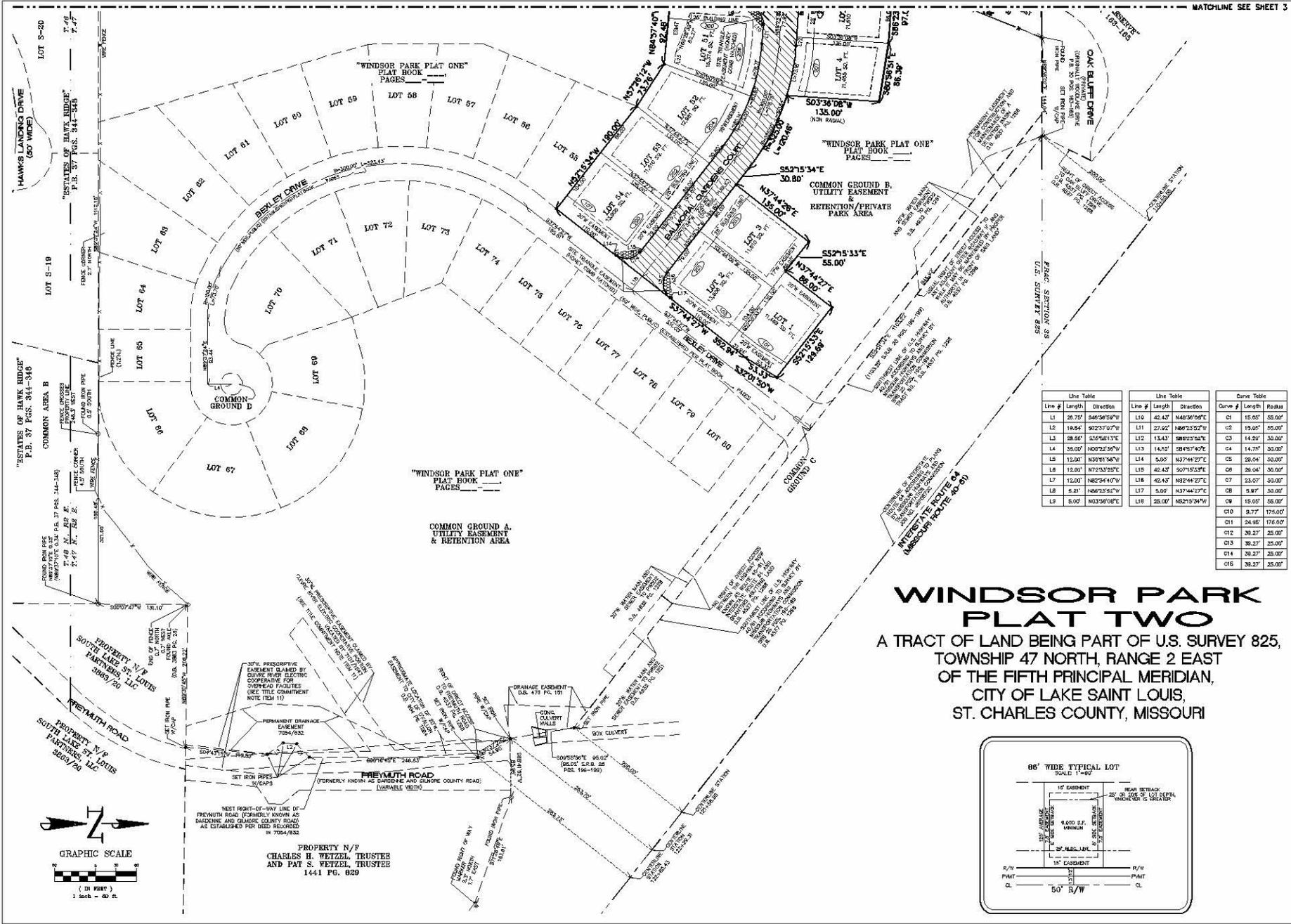
BAY
PLANNING
SURVEYING
INC.

221 Tenth West Blvd.
St. Charles, MO 63301
636-268-3865
636-268-1710

Soil Engineering Company, Inc.
Missouri State Certificate of Authority
Engineer #00056
Missouri State Certificate of Authority
Surveyor #00014

03/20/2020
DATE
16-16945D
PROJECT NUMBER
3 OF 3
SHEET OF
16945D REC 1
FILE NAME
LH - MEC
DATE
11/2019
DATE DORS IN FIELD

MATCHLINE SEE SHEET 2

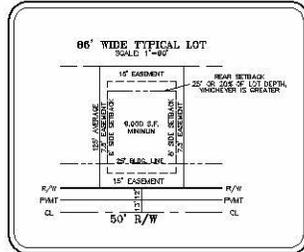


MATCHLINE SEE SHEET 3

Line Table			Line Table			Curve Table		
Line #	Length	Direction	Line #	Length	Direction	Curve #	Length	Radius
L1	36.77'	S49°36'52"W	L10	42.47'	N48°36'50"E	C1	15.00'	55.00'
L2	14.84'	S22°37'07"W	L11	27.92'	N80°23'22"E	C2	15.00'	55.00'
L3	38.66'	S55°56'11"E	L12	13.43'	S80°23'22"E	C3	14.20'	30.00'
L4	35.00'	N07°24'36"W	L13	14.52'	S84°57'40"E	C4	14.70'	30.00'
L5	12.00'	N30°51'56"W	L14	5.00'	N37°44'27"E	C5	29.04'	30.00'
L6	12.00'	N75°33'25"E	L15	42.43'	S07°15'33"E	C6	28.04'	30.00'
L7	12.00'	N82°34'40"W	L16	42.43'	N32°44'27"E	C7	23.07'	30.00'
L8	5.31'	N46°23'56"W	L17	5.00'	N37°44'27"E	C8	5.97'	30.00'
L9	5.00'	N03°36'08"E	L18	25.00'	N52°19'34"W	C9	15.00'	55.00'
						C10	9.77'	176.00'
						C11	24.90'	176.00'
						C12	30.27'	25.00'
						C13	30.27'	25.00'
						C14	30.27'	25.00'
						C15	30.27'	25.00'

WINDSOR PARK PLAT TWO

A TRACT OF LAND BEING PART OF U.S. SURVEY 825, TOWNSHIP 47 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF LAKE SAINT LOUIS, ST. CHARLES COUNTY, MISSOURI



WINDSOR PARK PLAT TWO

PREPARED FOR:
WINDSOR PARK, LLC
15350 AIRLINE DRIVE
ST. LOUIS, MISSOURI 63123
(314) 657-9400

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 construction or retaining project or survey, in that these are authorized by my seal.



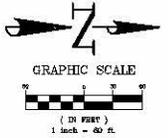
REVISIONS

NO.	DATE	DESCRIPTION
07/16/20		CITY COMMENTS



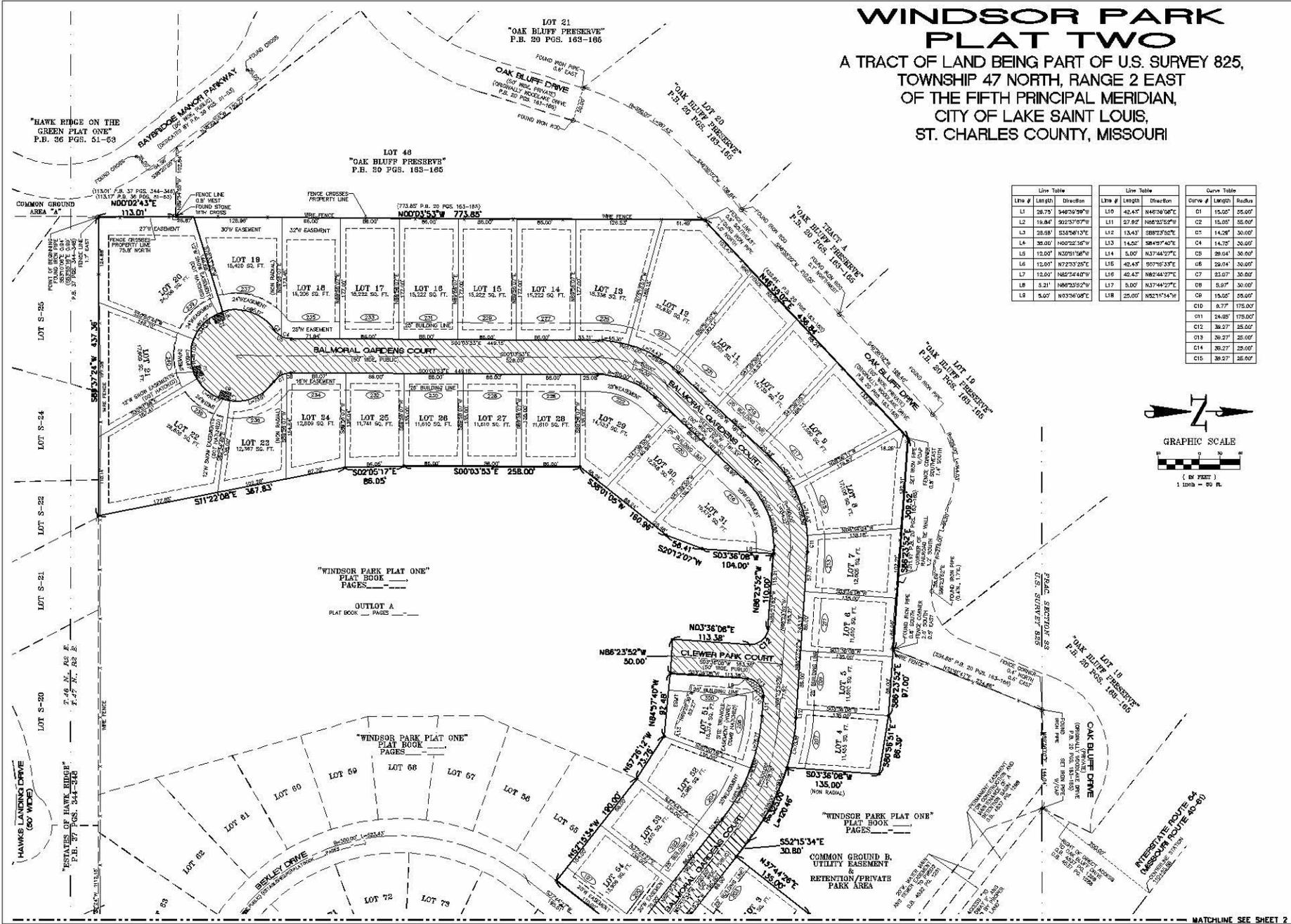
Site Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000000
Surveying State Certificate of Authority
#0000000000

04/02/2020
16-16045D
PROJECT NUMBER
2 of 2
SHEET OF
16945D REC. 2
FILE NAME
16-16045D-MEC
DATE PLOTTED
11/2019
DATE COPIED IN FILED

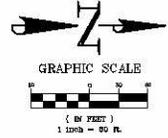


WINDSOR PARK PLAT TWO

A TRACT OF LAND BEING PART OF U.S. SURVEY 825,
TOWNSHIP 47 NORTH, RANGE 2 EAST
OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF LAKE SAINT LOUIS,
ST. CHARLES COUNTY, MISSOURI



Line Table			Line Table			Curve Table		
Line #	Length	Direction	Line #	Length	Direction	Curve #	Length	Radius
L1	28.70	S48°59'59"W	L10	42.45	N48°58'08"E	C1	15.50'	25.00'
L2	19.84	S02°37'07"W	L11	27.92	N68°23'52"W	C2	16.00'	55.00'
L3	28.58	S35°58'13"E	L12	13.43	S88°23'52"E	C3	14.28'	30.00'
L4	38.00	N00°52'36"W	L13	14.52	S84°57'40"E	C4	14.75'	26.00'
L5	12.00	N30°51'56"W	L14	3.00	N37°44'27"E	C5	29.04'	36.00'
L6	12.90	N72°33'25"E	L15	42.48	S07°16'33"E	C6	26.04'	36.00'
L7	12.93	N89°54'40"W	L16	42.48	N87°44'27"E	C7	23.07'	36.00'
L8	5.21	N89°23'52"W	L17	3.00	N37°44'27"E	C8	6.97'	36.00'
L9	5.02	N83°58'08"E	L18	25.00	N52°15'34"W	C9	18.56'	29.00'
						C10	18.77'	175.00'
						C11	24.88'	175.00'
						C12	38.27'	35.00'
						C13	39.21'	25.00'
						C14	39.21'	25.00'
						C15	39.27'	25.00'



WINDSOR PARK
PLAT TWO

PREPARED FOR:
WINDSOR PARK, LLC
15350 ARCADE DRIVE
ST. LOUIS, MISSOURI 63123
(314) 667-9400

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 construction or installation of any project or work that these authorities by my firm.



REVISIONS

NO.	DATE	DESCRIPTION



Site Engineering Company, Inc.
Missouri State Certificate of Authority
Engineering #000000
Nursing State Certificate of Authority
#0000000000

04/02/2020
DATE
16-16945D
PROJECT NUMBER
3 of 3
SHEET OF
16945D_REC_2
FILE NAME
11. MEC
DATE
11/2019
DATE COPIED TO FILED

MATCHLINE SEE SHEET 2



PLANNING & ZONING COMMISSION

STAFF REPORT

MEETING DATE	August 6, 2020
PROJECT LOCATION	<p>4009 Highway 40/61; 100 and 110 Freymuth Lane</p> 
APPLICANT/PROPERTY OWNER	Windsor Park, LLC
LOT SIZE	Plat 1 – 29.457 acres; Plat 2 – 14.172 acres
ZONING	"SR2" Single-Family Residential District
PROPOSAL	Approval of Final Subdivision Plats for Windsor Park Subdivision Plat 1 consisting of 26 single-family residential lots and Windsor Park Subdivision Plat 2 consisting of 35 single-family residential lots.
APPLICATION TYPE	Final Subdivision Plat
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND

The subject property measures 43.89 acres, is located on the south side of Interstate 64 between Freymuth Lane and Oak Bluff Drive, and is currently under development.

On July 2, 2018, the Board of Aldermen passed Ordinance 3867 approving a request from KAPB, LLC for a change in zoning classification from “NU” Non-Urban District to “SR2” Single Family Residential District, and Preliminary Subdivision Plat associated with an 80-lot residential development to be known as Windsor Park Subdivision. The Final Subdivision Plat was approved by the Board of Aldermen on March 18, 2019 (Ordinance 3964), but was never recorded. On March 2, 2020, the Board of Aldermen passed Ordinance 4083 approving a request from Skip Stone, Pinnacle Land Development LLC, for an amended Preliminary Subdivision Plat for an 80-lot residential subdivision.

Section 405.240 of the Municipal Code states that the approval of a Preliminary Subdivision Plat shall be effective for a period of one year. An application for a Final Subdivision Plat must be submitted to the Planning and Zoning Commission within this one year period or the Preliminary Subdivision Plat will be null and void. In accordance with Section 405.250, the Final Subdivision Plat shall be presented to the Planning and Zoning Commission for their review and recommendation, and to the Board of Aldermen for their approval.

PROJECT DESCRIPTION & ANALYSIS

The applicant has submitted Final Subdivision Plats for Plat 1 (26 lots) and Plat 2 (35 lots). The proposed plats comply in all respects with the approved Preliminary Subdivision Plat, as required by Section 405.250.4 of the Municipal Code.

	Preliminary Subdivision Plat	Final Subdivision Plat 1	Final Subdivision Plat 2	Remaining
Lots				
70' (wide)	5	5	0	0
76' (wide)	21	21	0	0
86' (wide)	54	0	35	19
Total	80	26	35	19

Streets

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

Stormwater Management

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

Trees & Landscaping

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

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

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

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

Park Land

The applicant will pay an in lieu fee of \$36,000 (80 lots x \$450 per lot) to satisfy the park land dedication requirements specified in Section 425.460 of the Municipal Code.

Model Building Plans

The applicant will submit model building plans to the Architectural Review Board for their review and approval in accordance with Section 405.360 of the Municipal Code.

CONCLUSION

Staff is of the opinion that the proposed Final Subdivision Plats comply in all respects with the approved Preliminary Subdivision Plat, and comply with the applicable requirements of the SR2 Zoning District, and the City's Municipal Code.

STAFF RECOMMENDATION

To ***recommend approval*** of the proposed Final Subdivision Plats to the Board of Aldermen as submitted.

MOTION

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

*"I move to **recommend approval** of the proposed Final Subdivision Plats to the Board of Aldermen as submitted."*

BILL NO. 4350

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN ESCROW AGREEMENT WITH WINDSOR PARK, LLC GUARANTEEING COMPLETION OF SUBDIVISION IMPROVEMENTS FOR PLAT 1 OF THE WINDSOR PARK SUBDIVISION.

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

SECTION 1. The Board of Aldermen accepts the cost estimate prepared by Bax Engineering dated March 25, 2020 and approved by the City's Department of Public Works (copy of which is attached hereto, marked as Attachment 1, and made a part hereof).

SECTION 2. The Board of Aldermen hereby approves an Escrow Agreement with Windsor Park, LLC (copy of which is attached hereto, marked as Attachment 2, and made a part hereof), and accepts Irrevocable Standby Letter of Credit Number 17370-0020 in the amount of \$422,652.90, issued by Triad Bank (copy of which is attached hereto, marked as Attachment 3, and made a part hereof), as adequate guarantee of completion of subdivision improvements.

SECTION 3. The subdivision improvements shall be completed as shown on the plans prepared by Bax Engineering (Job Number 16-16945D), approved by the City of Lake Saint Louis on March 25, 2020, a copy of which is on file with the City's Department of Public Works. Said plans may be, from time to time, amended in the best interest of the City, and in conformance with all applicable laws, regulations, and ordinances of the City of Lake Saint Louis and other agencies having jurisdiction over the project.

SECTION 4. The officers, agents, and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to perform and carry out the purpose of this ordinance.

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



ENGINEERING
PLANNING
SURVEYING

**WINDSOR PARK - PLAT 1
ESCROW COST ESTIMATE
BAX PROJECT NO. 16-16945D
March 25, 2020
Page 1**

STREETS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
8" Non-Reinforced P.C. Concrete over 4" Type 5 Aggregate Base (MoDOT Entrance Pavement)	402 S.Y.	\$ 38.00 S.Y.	\$ 15,276.00
7" Non-Reinforced P.C. Concrete over 6" Type 5 Aggregate Base	4,638 S.Y.	\$ 33.75 S.Y.	\$ 156,532.50
SUB TOTAL			\$ 171,808.50

SIDEWALKS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Concrete Sidewalks - 4" Thick	798 S.F.	\$ 5.30 S.F.	\$ 4,229.40
Accessible Curb Ramp w/Truncated Domes	4 EA.	\$ 1,395.00 EA.	\$ 5,580.00
SUB TOTAL			\$ 9,809.40

STREET SIGNS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Street Signs/Stop Sign	2 EA.	\$ 450.00 EA.	\$ 900.00
SUB TOTAL			\$ 900.00

WATER			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
P.W.S.D. No. 2			
SUB TOTAL			\$ -

SANITARY SEWERS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
P.W.S.D. No. 2			
SUB TOTAL			\$ -

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



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**WINDSOR PARK - PLAT 1
ESCROW COST ESTIMATE
BAX PROJECT NO. 16-16945D**

Page 2

STORM SEWERS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Manhole	2 EA.	\$ 1,800.00 EA.	\$ 3,600.00
Curb Inlet	12 EA.	\$ 1,800.00 EA.	\$ 21,600.00
Double Curb Inlet	2 EA.	\$ 3,400.00 EA.	\$ 6,800.00
Area Inlet	10 EA.	\$ 1,800.00 EA.	\$ 18,000.00
Double Area Inlet	1 EA.	\$ 3,400.00 EA.	\$ 3,400.00
Outfall Structure	2 EA.	\$ 5,200.00 EA.	\$ 10,400.00
12" R.C.P.	1,900 L.F.	\$ 24.00 L.F.	\$ 45,600.00
15" R.C.P.	765 L.F.	\$ 30.00 L.F.	\$ 22,950.00
18" R.C.P.	44 L.F.	\$ 36.00 L.F.	\$ 1,584.00
24" R.C.P.	120 L.F.	\$ 50.00 L.F.	\$ 6,000.00
42" R.C.P.	292 L.F.	\$ 85.00 L.F.	\$ 24,820.00
15" F.E.S. w/Cutoff Wall	1 EA.	\$ 800.00 EA.	\$ 800.00
24" F.E.S. w/Cutoff Wall	1 EA.	\$ 1,050.00 EA.	\$ 1,050.00
42" F.E.S. w/Cutoff Wall	1 EA.	\$ 1,950.00 EA.	\$ 1,950.00
Granular Fill (Bedding)	412 TONS	\$ 13.00 TON	\$ 5,356.00
Granular Fill (Crossing)	7,424 TONS	\$ 8.50 TON	\$ 63,104.00
Water Jetting	3,121 L.F.	\$ 1.00 L.F.	\$ 3,121.00
SUB TOTAL			\$ 240,135.00

GRAND TOTAL	\$ 422,652.90
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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into by and between Windsor Park, LLC, herein called "DEVELOPER", and THE CITY OF LAKE SAINT LOUIS, MISSOURI, herein called the "CITY":

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the construction and development of Windsor Park Plat 1 (the "Project"), and DEVELOPER is requesting issuance of relevant permits for same; and

WHEREAS, in connection with the issuance of relevant permits for the Project, DEVELOPER has agreed to make certain site improvements, such improvements being more particularly described in the Site Improvement Plan (the "Plan") identified and referenced in Exhibit A and incorporated herein (hereinafter, the "Improvements"); and

WHEREAS, the Plan has been reviewed and approved by the CITY ADMINISTRATOR, and the CITY ADMINISTRATOR has reasonably estimated the cost of completing the Improvements in accordance with the City Requirements (as used herein, the term "City Requirements" means the Plan, as reviewed and approved by the CITY ADMINISTRATOR or other appropriate official, and the ordinances of the CITY, from time to time in effect) to be \$422,652.90; and

WHEREAS, the DEVELOPER has requested that the CITY issue relevant permits for the Project, and, in connection with the issuance of permits, DEVELOPER and CITY have agreed to enter into this Agreement guarantying DEVELOPER'S obligation to complete the Improvements in accordance with the City Requirements; and

WHEREAS, in lieu of depositing cash with the CITY to secure DEVELOPER'S obligations with respect to the completion of the Improvements, DEVELOPER has requested to provide to the CITY, and the CITY has agreed to accept, the letter of credit in the amount of \$422,652.90 issued by Triad Bank to the CITY, with the CITY being the beneficiary thereof (the "Letter of Credit"), a copy of such Letter of Credit to be substantially in the form of Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided:

IT IS HEREBY MUTUALLY AGREED:

A. IMPROVEMENTS

1. That the DEVELOPER has deposited, or will deposit, with the CITY the Letter of Credit to guaranty the construction, installation and completion of the Improvements in accordance with the City Requirements.

2. DEVELOPER guaranties that the Improvements will be installed, constructed and completed on or before July 31, 2021 (the "Completion Date") in accordance with the City Requirements. On or before the Completion Date, DEVELOPER (i) shall provide the CITY with a certificate of completion signed by an engineer licensed in the State of Missouri certifying that the Improvements have been completed in accordance with the City Requirements, and (ii) shall have received from the CITY

final approval of the Improvements after an inspection of the same by the CITY. It is DEVELOPER'S responsibility to request that the CITY perform the inspection of the Improvements keeping in mind that the CITY shall be permitted at least thirty (30) days to complete its inspection after the request for inspection is made by the DEVELOPER. The Completion Date may only be extended by written agreement of the parties hereto.

3. In the event that DEVELOPER shall fail to complete the Improvements in accordance with the City Requirements on or before the Completion Date, or if DEVELOPER shall abandon the completion of the Improvements (and it shall be presumed conclusively that DEVELOPER has abandoned the completion of the Improvements if DEVELOPER fails to perform any substantial site work to complete the Improvements for a period of three (3) consecutive months), CITY may make one or more draws on the Letter of Credit for (i) the purpose of paying the actual cost of completing, or having completed, the Improvements, or (ii) in the CITY'S discretion, using the funds for such purposes related to the Improvements as CITY may deem reasonably appropriate to ensure the health, safety and welfare of the Project or the surrounding area. Alternatively, if the CITY has already completed the Improvements (or the CITY has completed such reasonably necessary work for purposes related to the Improvements to ensure the health, safety, and welfare of the Project or the surrounding area), it may make one or more draws on the Letter of Credit to reimburse itself for the CITY'S costs incurred in doing so. Any amounts drawn by CITY on the Letter of Credit in excess of the actual amount incurred by the CITY in performing the work described in this paragraph will be refunded to Developer in a timely manner.

4. During the completion of the Improvements, if, in the reasonable discretion of the CITY ADMINISTRATOR, the amount of \$422,652.90 shall be deemed to be insufficient to complete the Improvements, DEVELOPER shall either: (a) cause the amount of the Letter of Credit to be increased to include such additional amounts necessary to complete the Improvements (and such Letter of Credit, as increased, may be drawn upon by the CITY as set forth in Section 3 above), or (b) deposit with the CITY such additional amounts, in cash, necessary to complete the Improvements. With respect to amounts deposited with the CITY in accordance with clause (b) of the preceding sentence, such amounts may be expended by the CITY to complete the Improvements (or to complete such reasonably necessary work for purposes related to the Improvements to ensure the health, safety and welfare of the Project or the surrounding area) if DEVELOPER fails to complete the same on or before the Completion Date in accordance with the City Requirements or if DEVELOPER abandons the completion of the Improvements as described in Section 3; the CITY is not liable to DEVELOPER for interest on any amounts held by the CITY.

5. Upon approval of the Improvements by the CITY as described in paragraph 2 above, and provided that the DEVELOPER faithfully performs its obligation to complete the Improvements in accordance with the City Requirements on or before the Completion Date, the Letter of Credit shall be returned to DEVELOPER or DEVELOPER'S Bank, and any sums escrowed with the CITY (or, if CITY has been required to expend portions of such funds pursuant to this Agreement, those funds remaining) shall be returned to DEVELOPER.

6. Nothing in this Agreement shall be deemed to limit the CITY'S rights against DEVELOPER arising out of the failure on the part of the DEVELOPER to complete the Improvements in accordance with the City Requirements.

7. CITY hereby accepts this Agreement as satisfactory under the provisions and requirements of Section 415.100 and Section 500.010 of the CITY'S Municipal Code.

B. ADDITIONAL TERMS APPLICABLE TO LETTER OF CREDIT

1. That the Letter of Credit shall have a one (1) year term from the date of this Agreement but shall provide that it renews automatically for additional one-year terms; in no event shall the Letter of Credit be written to permit it to expire less than 90 days after the Completion Date.

2. The Letter of Credit and any replacement therefor shall be issued by a bank acceptable to CITY in CITY'S reasonable discretion (the "Issuer"). If, in CITY'S reasonable opinion, the financial condition of the Issuer deteriorates in a material and substantial way, CITY shall have the option to require DEVELOPER to replace the Letter of Credit with a new letter of credit from a new issuing bank acceptable to CITY in CITY'S reasonable discretion, the terms of any replacement letter of credit to be substantially the same as the Letter of Credit and otherwise satisfactory to the CITY. If the Issuer declines to renew the Letter of Credit, then, CITY shall have the right to draw the entire amount of the Letter of Credit and hold the same as a cash escrow to secure DEVELOPER'S obligations hereunder.

[The remainder of this page is intentionally blank—signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ____ day of _____, 20____.

DEVELOPER:

WINDSOR PARK, LLC

By: *FHS*
Printed Name: Frederick H. Stone
Title: Authorized Agent
Address: 10328 Lake Bluff Dr
St. Louis, MO 63123
Telephone Number: 314-892-3030

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

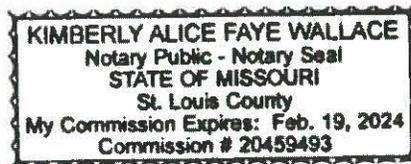
On this 28 day of JULY, 2020, before me appeared Frederick H. Stone, to me personally known, who, being by me duly sworn did say that he is the Authorized Agent, of Windsor Park, LLC, a Missouri limited liability company, and that said instrument was signed in behalf of said company by authority of its board of directors, and said Authorized Agent acknowledged said instrument to be the free act and deed of said company.

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

Kimberly Alice Faye Wallace
Notary Public
Printed Name: Kimberly Alice Faye Wallace

My Commission Expires:

Feb 19th 2024



CITY:

CITY OF LAKE SAINT LOUIS, MISSOURI

By: _____

Printed Name: _____

Title: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

IMPROVEMENTS

The Improvements include all of the following items, plus any necessary items of work related to the items listed below which are, in the CITY'S reasonable discretion, necessary to comply with the CITY's Municipal Code to preserve the health, safety and welfare of the surrounding area:

All site improvements for Windsor Park Plat 1 shown on the Site Improvement Plan of Windsor Park Project prepared by Bax Engineering, with a final revision date of March 25, 2020, Job No. 16-16945D, and approved by the City of Lake Saint Louis, Missouri on March 25, 2020, a copy of which is on file with the Department of Public Works of the City of Lake Saint Louis, Missouri.

The foregoing plans are the "Plan" described in the Agreement. After approval of the Plan by the CITY, DEVELOPER shall not make any changes to the Plan without the City's approval of the same.

EXHIBIT B

[Form of Letter of Credit]

[Potential form of letter of credit; other forms may be acceptable to the City. Letter of credit must be irrevocable, payable on sight, have no other conditions to draw on it except as specified in the letter of credit, provide for automatic renewal and no termination without notice to the City, and be drawn on a local bank or other bank acceptable to the City, and provide for a local office where draw requests may be presented.]

Date: _____, 20__

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

BENEFICIARY:	APPLICANT:
City of Lake Saint Louis, Missouri 200 Civic Center Drive Lake Saint Louis, Missouri 63367 Attn: _____	[Insert Name and Address of Developer]
MAXIMUM AMOUNT: USD \$ _____ .00	INITIAL EXPIRATION DATE AT [INSERT LOCATION WHERE DRAW ON LETTER OF CREDIT MUST OCCUR]: _____, 20__

We hereby open our Irrevocable Standby Letter of Credit No. _____ (“Letter of Credit”) in your favor, for the account of [Insert Name of Developer], which is available at *sight* up to the amount of USD \$ _____ .00 (the “Maximum Amount”), upon presentation of this original Letter of Credit and Beneficiary’s statement, dated and signed by an authorized individual, stating either:

(i) “[Developer] has failed to perform the improvements for the Project known as _____, a subdivision of the City of Lake Saint Louis, St. Charles County, Missouri. We are drawing for USD \$ _____, under Letter of Credit No. _____. Please wire proceeds to _____.”

OR

(ii) “[Name of Bank Issuing Letter of Credit] has notified us of non-extension of its Letter of Credit No. _____ and an acceptable replacement has not been provided by [Developer], as its obligations are not satisfied, as of the date of this drawing. We are drawing for USD \$ _____. Please wire proceeds to us at: _____.”

Multiple drawings are allowed. If a drawing is presented and paid, the original Letter of Credit will be endorsed and returned to you. If your drawing exhausts the Maximum Amount, we will retain the Letter of Credit.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for a period of one year from the Expiration Date hereof, or any future Expiration Date, unless at least sixty (60) days prior to such Expiration Date, [Name of Bank Issuing Letter of Credit] notifies the Beneficiary in writing by courier at the above address of our election not to extend this Letter of Credit for an additional period. Upon receipt of such notice, you may draw on this Letter of Credit as set forth above in clause (ii).

Presentation and payment of your drawing under this Letter of Credit are restricted to our [Insert location and address where Letter of Credit must be drawn].

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, except only the Uniform Customs and Practice referred to herein, and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

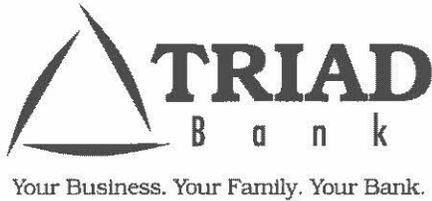
Pursuant to U.S. Law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

We agree with you to honor your drawing(s) presented in compliance with the terms of this Letter of Credit when received at our [Insert location and address where Letter of Credit must be drawn], prior to 4:00 P.M., local time, Monday through Friday, on or before the then current Expiration Date, upon which date this Letter of Credit expires even if this original Letter of Credit is not returned to our [Insert location of office where Letter of Credit must be drawn].

If you return this original Letter of Credit prior to the then current Expiration Date with your intent to terminate same, it must be accompanied by your originally signed letter, addressed and sent directly to [Name of Bank issuing Letter of Credit], indicating you no longer require this Letter of Credit and release [Name of Bank issuing Letter of Credit] of our obligation hereunder.

[Name of Bank issuing Letter of Credit]

Authorized Signature



Date: August 4, 2020

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 17370-0020

BENEFICIARY:	APPLICANT:
City of Lake Saint Louis, Missouri 200 Civic Center Drive Lake Saint Louis, Missouri 63367 Attn: _____	Windsor Park LLC 10328 Lake Bluff Drive St. Louis, MO 63123
MAXIMUM AMOUNT: USD \$ 422,652.90	INITIAL EXPIRATION DATE AT Triad Bank, 10375 Clayton Rd., St. Louis, MO 63131: October 31, 2021

We hereby open our Irrevocable Standby Letter of Credit No. 17370-0020 ("Letter of Credit") in your favor, for the account of Windsor Park, LLC, which is available at *sight* up to the amount of USD \$ 422,652.90 (the "Maximum Amount"), upon presentation of this original Letter of Credit and Beneficiary's statement, dated and signed by an authorized individual, stating either:

(i) "Windsor Park LLC has failed to perform the improvements for the Project known as Windsor Park Plat 1, a subdivision of the City of Lake Saint Louis, St. Charles County, Missouri. We are drawing for USD \$ _____, under Letter of Credit No. 173710-0020. Please wire proceeds to _____."

OR

(ii) "Triad Bank has notified us of non-extension of its Letter of Credit No. 17370-0020 and an acceptable replacement has not been provided by [Developer], as its obligations are not satisfied, as of the date of this drawing. We are drawing for USD \$ _____. Please wire proceeds to us at: _____."

Multiple drawings are allowed. If a drawing is presented and paid, the original Letter of Credit will be endorsed and returned to you. If your drawing exhausts the Maximum Amount, we will retain the Letter of Credit.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for a period of one year from the Expiration Date hereof, or any future Expiration Date, unless at least sixty (60) days prior to such Expiration Date, Triad Bank notifies the Beneficiary in writing by courier at the above address of our election not to extend this Letter of Credit for an additional period. Upon receipt of such notice, you may draw on this Letter of Credit as set forth above in clause (ii).

Presentation and payment of your drawing under this Letter of Credit are restricted to our address: 10375 Clayton Road, St. Louis, MO 63131.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, except only the Uniform Customs and Practice referred to herein, and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

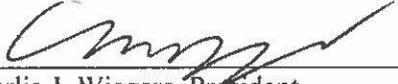
This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Pursuant to U.S. Law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

We agree with you to honor your drawing(s) presented in compliance with the terms of this Letter of Credit when received at our address: 10375 Clayton Road, St. Louis, MO 63131, prior to 4:00 P.M., local time, Monday through Friday, on or before the then current Expiration Date, upon which date this Letter of Credit expires even if this original Letter of Credit is not returned to our address: 10375 Clayton Road, St. Louis, MO 63131.

If you return this original Letter of Credit prior to the then current Expiration Date with your intent to terminate same, it must be accompanied by your originally signed letter, addressed and sent directly to Triad Bank, indicating you no longer require this Letter of Credit and release Triad Bank of our obligation hereunder.

Triad Bank



Charlie J. Wieggers, President

BILL NO. 4351

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE AN ESCROW AGREEMENT WITH WINDSOR PARK, LLC GUARANTEEING COMPLETION OF SUBDIVISION IMPROVEMENTS FOR PLAT 2 OF THE WINDSOR PARK SUBDIVISION.

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

SECTION 1. The Board of Aldermen accepts the cost estimate prepared by Bax Engineering dated March 25, 2020 and approved by the City's Department of Public Works (copy of which is attached hereto, marked as Attachment 1, and made a part hereof).

SECTION 2. The Board of Aldermen hereby approves an Escrow Agreement with Windsor Park, LLC (copy of which is attached hereto, marked as Attachment 2, and made a part hereof), and accepts Irrevocable Standby Letter of Credit Number 17370-0025 in the amount of \$387,709.80, issued by Triad Bank (copy of which is attached hereto, marked as Attachment 3, and made a part hereof), as adequate guarantee of completion of subdivision improvements.

SECTION 3. The subdivision improvements shall be completed as shown on the plans prepared by Bax Engineering (Job Number 16-16945D), approved by the City of Lake Saint Louis on March 25, 2020, a copy of which is on file with the City's Department of Public Works. Said plans may be, from time to time, amended in the best interest of the City, and in conformance with all applicable laws, regulations, and ordinances of the City of Lake Saint Louis and other agencies having jurisdiction over the project.

SECTION 4. The officers, agents, and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to perform and carry out the purpose of this ordinance.

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



ENGINEERING
PLANNING
SURVEYING

**WINDSOR PARK - PLAT 2
ESCROW COST ESTIMATE
BAX PROJECT NO. 16-16945D
March 25, 2020
Page 1**

STREETS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
7" Non-Reinforced P.C. Concrete over 6" Type 5 Aggregate Base	5,966 S.Y.	\$ 33.75 S.Y.	\$ 201,352.50
SUB TOTAL			\$ 201,352.50

SIDEWALKS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Concrete Sidewalks - 4" Thick	746 S.F.	\$ 5.30 S.F.	\$ 3,953.80
Accessible Curb Ramp w/Truncated Domes	2 EA.	\$ 1,395.00 EA.	\$ 2,790.00
SUB TOTAL			\$ 6,743.80

STREET SIGNS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Street Signs/Stop Sign	1 EA.	\$ 450.00 EA.	\$ 450.00
SUB TOTAL			\$ 450.00

WATER			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
P.W.S.D. No. 2			
SUB TOTAL			\$ -

SANITARY SEWERS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
P.W.S.D. No. 2			
SUB TOTAL			\$ -

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



ENGINEERING

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**WINDSOR PARK - PLAT 2
ESCROW COST ESTIMATE
BAX PROJECT NO. 16-16945D**

Page 2

STORM SEWERS			
DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Manhole	2 EA.	\$ 1,800.00 EA.	\$ 3,600.00
Curb Inlet	12 EA.	\$ 1,800.00 EA.	\$ 21,600.00
Area Inlet	12 EA.	\$ 1,800.00 EA.	\$ 21,600.00
12" R.C.P.	551 L.F.	\$ 24.00 L.F.	\$ 13,224.00
15" R.C.P.	964 L.F.	\$ 30.00 L.F.	\$ 28,920.00
21" R.C.P.	278 L.F.	\$ 43.00 L.F.	\$ 11,954.00
24" R.C.P.	838 L.F.	\$ 50.00 L.F.	\$ 41,900.00
36" R.C.P.	326 L.F.	\$ 72.00 L.F.	\$ 23,472.00
21" F.E.S. w/Cutoff Wall	1 EA.	\$ 975.00 EA.	\$ 975.00
Granular Fill (Bedding)	452 TONS	\$ 13.00 TON	\$ 5,876.00
Granular Fill (Crossing)	363 TONS	\$ 8.50 TON	\$ 3,085.50
Water Jetting	2,957 L.F.	\$ 1.00 L.F.	\$ 2,957.00
SUB TOTAL			\$ 179,163.50

GRAND TOTAL	\$ 387,709.80
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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into by and between Windsor Park, LLC, herein called "DEVELOPER", and THE CITY OF LAKE SAINT LOUIS, MISSOURI, herein called the "CITY":

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the construction and development of Windsor Park Plat 2 (the "Project"), and DEVELOPER is requesting issuance of relevant permits for same; and

WHEREAS, in connection with the issuance of relevant permits for the Project, DEVELOPER has agreed to make certain site improvements, such improvements being more particularly described in the Site Improvement Plan (the "Plan") identified and referenced in Exhibit A and incorporated herein (hereinafter, the "Improvements"); and

WHEREAS, the Plan has been reviewed and approved by the CITY ADMINISTRATOR, and the CITY ADMINISTRATOR has reasonably estimated the cost of completing the Improvements in accordance with the City Requirements (as used herein, the term "City Requirements" means the Plan, as reviewed and approved by the CITY ADMINISTRATOR or other appropriate official, and the ordinances of the CITY, from time to time in effect) to be \$387,709.80; and

WHEREAS, the DEVELOPER has requested that the CITY issue relevant permits for the Project, and, in connection with the issuance of permits, DEVELOPER and CITY have agreed to enter into this Agreement guarantying DEVELOPER'S obligation to complete the Improvements in accordance with the City Requirements; and

WHEREAS, in lieu of depositing cash with the CITY to secure DEVELOPER'S obligations with respect to the completion of the Improvements, DEVELOPER has requested to provide to the CITY, and the CITY has agreed to accept, the letter of credit in the amount of \$387,709.80 issued by Triad Bank to the CITY, with the CITY being the beneficiary thereof (the "Letter of Credit"), a copy of such Letter of Credit to be substantially in the form of Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided:

IT IS HEREBY MUTUALLY AGREED:

A. IMPROVEMENTS

1. That the DEVELOPER has deposited, or will deposit, with the CITY the Letter of Credit to guaranty the construction, installation and completion of the Improvements in accordance with the City Requirements.

2. DEVELOPER guaranties that the Improvements will be installed, constructed and completed on or before July 31, 2021 (the "Completion Date") in accordance with the City Requirements. On or before the Completion Date, DEVELOPER (i) shall provide the CITY with a certificate of completion signed by an engineer licensed in the State of Missouri certifying that the Improvements have been completed in accordance with the City Requirements, and (ii) shall have received from the CITY

final approval of the Improvements after an inspection of the same by the CITY. It is DEVELOPER'S responsibility to request that the CITY perform the inspection of the Improvements keeping in mind that the CITY shall be permitted at least thirty (30) days to complete its inspection after the request for inspection is made by the DEVELOPER. The Completion Date may only be extended by written agreement of the parties hereto.

3. In the event that DEVELOPER shall fail to complete the Improvements in accordance with the City Requirements on or before the Completion Date, or if DEVELOPER shall abandon the completion of the Improvements (and it shall be presumed conclusively that DEVELOPER has abandoned the completion of the Improvements if DEVELOPER fails to perform any substantial site work to complete the Improvements for a period of three (3) consecutive months), CITY may make one or more draws on the Letter of Credit for (i) the purpose of paying the actual cost of completing, or having completed, the Improvements, or (ii) in the CITY'S discretion, using the funds for such purposes related to the Improvements as CITY may deem reasonably appropriate to ensure the health, safety and welfare of the Project or the surrounding area. Alternatively, if the CITY has already completed the Improvements (or the CITY has completed such reasonably necessary work for purposes related to the Improvements to ensure the health, safety, and welfare of the Project or the surrounding area), it may make one or more draws on the Letter of Credit to reimburse itself for the CITY's costs incurred in doing so. Any amounts drawn by CITY on the Letter of Credit in excess of the actual amount incurred by the CITY in performing the work described in this paragraph will be refunded to Developer in a timely manner.

4. During the completion of the Improvements, if, in the reasonable discretion of the CITY ADMINISTRATOR, the amount of \$387,709.80 shall be deemed to be insufficient to complete the Improvements, DEVELOPER shall either: (a) cause the amount of the Letter of Credit to be increased to include such additional amounts necessary to complete the Improvements (and such Letter of Credit, as increased, may be drawn upon by the CITY as set forth in Section 3 above), or (b) deposit with the CITY such additional amounts, in cash, necessary to complete the Improvements. With respect to amounts deposited with the CITY in accordance with clause (b) of the preceding sentence, such amounts may be expended by the CITY to complete the Improvements (or to complete such reasonably necessary work for purposes related to the Improvements to ensure the health, safety and welfare of the Project or the surrounding area) if DEVELOPER fails to complete the same on or before the Completion Date in accordance with the City Requirements or if DEVELOPER abandons the completion of the Improvements as described in Section 3; the CITY is not liable to DEVELOPER for interest on any amounts held by the CITY.

5. Upon approval of the Improvements by the CITY as described in paragraph 2 above, and provided that the DEVELOPER faithfully performs its obligation to complete the Improvements in accordance with the City Requirements on or before the Completion Date, the Letter of Credit shall be returned to DEVELOPER or DEVELOPER'S Bank, and any sums escrowed with the CITY (or, if CITY has been required to expend portions of such funds pursuant to this Agreement, those funds remaining) shall be returned to DEVELOPER.

6. Nothing in this Agreement shall be deemed to limit the CITY'S rights against DEVELOPER arising out of the failure on the part of the DEVELOPER to complete the Improvements in accordance with the City Requirements.

7. CITY hereby accepts this Agreement as satisfactory under the provisions and requirements of Section 415.100 and Section 500.010 of the CITY's Municipal Code.

B. ADDITIONAL TERMS APPLICABLE TO LETTER OF CREDIT

1. That the Letter of Credit shall have a one (1) year term from the date of this Agreement but shall provide that it renews automatically for additional one-year terms; in no event shall the Letter of Credit be written to permit it to expire less than 90 days after the Completion Date.

2. The Letter of Credit and any replacement therefor shall be issued by a bank acceptable to CITY in CITY'S reasonable discretion (the "Issuer"). If, in CITY'S reasonable opinion, the financial condition of the Issuer deteriorates in a material and substantial way, CITY shall have the option to require DEVELOPER to replace the Letter of Credit with a new letter of credit from a new issuing bank acceptable to CITY in CITY'S reasonable discretion, the terms of any replacement letter of credit to be substantially the same as the Letter of Credit and otherwise satisfactory to the CITY. If the Issuer declines to renew the Letter of Credit, then, CITY shall have the right to draw the entire amount of the Letter of Credit and hold the same as a cash escrow to secure DEVELOPER'S obligations hereunder.

[The remainder of this page is intentionally blank—signature pages follow.]

CITY:

CITY OF LAKE SAINT LOUIS, MISSOURI

By: _____

Printed Name: _____

Title: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

IMPROVEMENTS

The Improvements include all of the following items, plus any necessary items of work related to the items listed below which are, in the CITY'S reasonable discretion, necessary to comply with the CITY's Municipal Code to preserve the health, safety and welfare of the surrounding area:

All site improvements for Windsor Park Plat 2 shown on the Site Improvement Plan of Windsor Park Project prepared by Bax Engineering, with a final revision date of March 25, 2020, Job No. 16-16945D, and approved by the City of Lake Saint Louis, Missouri on March 25, 2020, a copy of which is on file with the Department of Public Works of the City of Lake Saint Louis, Missouri.

The foregoing plans are the "Plan" described in the Agreement. After approval of the Plan by the CITY, DEVELOPER shall not make any changes to the Plan without the City's approval of the same.

EXHIBIT B

[Form of Letter of Credit]

[Potential form of letter of credit; other forms may be acceptable to the City. Letter of credit must be irrevocable, payable on sight, have no other conditions to draw on it except as specified in the letter of credit, provide for automatic renewal and no termination without notice to the City, and be drawn on a local bank or other bank acceptable to the City, and provide for a local office where draw requests may be presented.]

Date: _____, 20____

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

BENEFICIARY:	APPLICANT:
City of Lake Saint Louis, Missouri 200 Civic Center Drive Lake Saint Louis, Missouri 63367 Attn: _____	[Insert Name and Address of Developer]
MAXIMUM AMOUNT: USD \$ _____ .00	INITIAL EXPIRATION DATE AT [INSERT LOCATION WHERE DRAW ON LETTER OF CREDIT MUST OCCUR]: _____, 20____

We hereby open our Irrevocable Standby Letter of Credit No. _____ (“Letter of Credit”) in your favor, for the account of [Insert Name of Developer], which is available at *sight* up to the amount of USD \$ _____ .00 (the “Maximum Amount”), upon presentation of this original Letter of Credit and Beneficiary’s statement, dated and signed by an authorized individual, stating either:

(i) “[Developer] has failed to perform the improvements for the Project known as _____, a subdivision of the City of Lake Saint Louis, St. Charles County, Missouri. We are drawing for USD \$ _____, under Letter of Credit No. _____. Please wire proceeds to _____.”

OR

(ii) “[Name of Bank Issuing Letter of Credit] has notified us of non-extension of its Letter of Credit No. _____ and an acceptable replacement has not been provided by [Developer], as its obligations are not satisfied, as of the date of this drawing. We are drawing for USD \$ _____. Please wire proceeds to us at: _____.”

Multiple drawings are allowed. If a drawing is presented and paid, the original Letter of Credit will be endorsed and returned to you. If your drawing exhausts the Maximum Amount, we will retain the Letter of Credit.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for a period of one year from the Expiration Date hereof, or any future Expiration Date, unless at least sixty (60) days prior to such Expiration Date, [Name of Bank Issuing Letter of Credit] notifies the Beneficiary in writing by courier at the above address of our election not to extend this Letter of Credit for an additional period. Upon receipt of such notice, you may draw on this Letter of Credit as set forth above in clause (ii).

Presentation and payment of your drawing under this Letter of Credit are restricted to our [Insert location and address where Letter of Credit must be drawn].

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, except only the Uniform Customs and Practice referred to herein, and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Pursuant to U.S. Law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

We agree with you to honor your drawing(s) presented in compliance with the terms of this Letter of Credit when received at our [Insert location and address where Letter of Credit must be drawn], prior to 4:00 P.M., local time, Monday through Friday, on or before the then current Expiration Date, upon which date this Letter of Credit expires even if this original Letter of Credit is not returned to our [Insert location of office where Letter of Credit must be drawn].

If you return this original Letter of Credit prior to the then current Expiration Date with your intent to terminate same, it must be accompanied by your originally signed letter, addressed and sent directly to [Name of Bank issuing Letter of Credit], indicating you no longer require this Letter of Credit and release [Name of Bank issuing Letter of Credit] of our obligation hereunder.

[Name of Bank issuing Letter of Credit]

Authorized Signature



Your Business. Your Family. Your Bank.

Date: August 4, 2020

IRREVOCABLE STANDBY LETTER OF CREDIT NO. 17370-0025

BENEFICIARY:	APPLICANT:
City of Lake Saint Louis, Missouri 200 Civic Center Drive Lake Saint Louis, Missouri 63367 Attn: _____	Windsor Park LLC 10328 Lake Bluff Drive St. Louis, MO 63123
MAXIMUM AMOUNT: USD \$ 387,709.80	INITIAL EXPIRATION DATE AT Triad Bank, 10375 Clayton Rd., St. Louis, MO 63131: October 31, 2021

We hereby open our Irrevocable Standby Letter of Credit No. 17370-0025 (“Letter of Credit”) in your favor, for the account of Windsor Park, LLC, which is available at *sight* up to the amount of USD \$387,709.80 (the “Maximum Amount”), upon presentation of this original Letter of Credit and Beneficiary’s statement, dated and signed by an authorized individual, stating either:

(i) “Windsor Park LLC has failed to perform the improvements for the Project known as Windsor Park Plat 2, a subdivision of the City of Lake Saint Louis, St. Charles County, Missouri. We are drawing for USD \$ _____, under Letter of Credit No. 173710-0025. Please wire proceeds to _____.”

OR

(ii) “Triad Bank has notified us of non-extension of its Letter of Credit No. 17370-0025 and an acceptable replacement has not been provided by [Developer], as its obligations are not satisfied, as of the date of this drawing. We are drawing for USD \$ _____. Please wire proceeds to us at: _____.”

Multiple drawings are allowed. If a drawing is presented and paid, the original Letter of Credit will be endorsed and returned to you. If your drawing exhausts the Maximum Amount, we will retain the Letter of Credit.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for a period of one year from the Expiration Date hereof, or any future Expiration Date, unless at least sixty (60) days prior to such Expiration Date, Triad Bank notifies the Beneficiary in writing by courier at the above address of our election not to extend this Letter of Credit for an additional period. Upon receipt of such notice, you may draw on this Letter of Credit as set forth above in clause (ii).

Presentation and payment of your drawing under this Letter of Credit are restricted to our address: 10375 Clayton Road, St. Louis, MO 63131.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, except only the Uniform Customs and Practice referred to herein, and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Pursuant to U.S. Law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

We agree with you to honor your drawing(s) presented in compliance with the terms of this Letter of Credit when received at our address: 10375 Clayton Road, St. Louis, MO 63131, prior to 4:00 P.M., local time, Monday through Friday, on or before the then current Expiration Date, upon which date this Letter of Credit expires even if this original Letter of Credit is not returned to our address: 10375 Clayton Road, St. Louis, MO 63131.

If you return this original Letter of Credit prior to the then current Expiration Date with your intent to terminate same, it must be accompanied by your originally signed letter, addressed and sent directly to Triad Bank, indicating you no longer require this Letter of Credit and release Triad Bank of our obligation hereunder.

Triad Bank



Charlie J. Wieggers, President

BILL NO. 4352

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT A BUDGET REVISION FOR THE CITY OF LAKE SAINT LOUIS' BUDGETS FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021.

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, 2020 to June 30, 2021; 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, 2020 to June 30, 2021 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, 2020 to June 30, 2021, 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 2020/2021

Note: Adjustment for current meeting approval are highlighted

Budget A No	Ord No	Date Requested	Fund 101 Amount	Fund 201 Amount	Fund 401 Amount	Fund 501 Amount	Fund 601 Amount	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds	
6/30/20 General Fund Balance										(not including deduction for prepaid balance or expenses carried forward to 19/20)				
FY 20/21 original net budgeted revenue										\$	(676,773)			
1E	4128	7/6/2020	10,108.00					101-020-6050	Land Use Code Update	(10,108.00)		\$	10,108.00	
2E	4128	7/6/2020	16,059.96					101-011-6048	Tyler Property Tax Online Software	(16,059.96)		\$	16,059.96	
3E	4128	7/6/2020	11,000.00					101-010-6050	Code Book Update - Land Use Code	(11,000.00)		\$	11,000.00	
4E	4128	7/6/2020	46,717.63					101-030-9100	PD Radio Tower	(46,717.63)		\$	46,717.63	
5E	4128	7/6/2020					40,000.00	601-060-9239	Founders Parking Lot				\$	40,000.00
6E	4128	7/6/2020	105,000.00					101-030-9000	Capital - Vehicles	(105,000.00)	Purchase PD vehicles from 19/20 budget	\$	105,000.00	
7E	4128	7/6/2020	2,400.00					101-060-6050	Other Contracted Services	(2,400.00)	Great Rivers Greenway St. Charles County Master Plan	\$	2,400.00	
8	4128	7/6/2020	(16,841.50)					101-000-3480	Youth Baseball Revenue	16,841.50				
			7,250.00					101-060-6306	Youth Baseball Expense	(7,250.00)				
			600.00					101-060-5020	Ballfield Lights	(600.00)				
9	4128	7/6/2020	875.00					101-060-6050	Other Contracted Services	(875.00)				
			6,800.00					101-060-5050	Utilities - Water	(6,800.00)				
10	4128	7/6/2020	5,612.30					101-060-6305	Concerts	(5,612.30)	BOA approved offering 2 concerts and 1 movie for the			
			990.00					101-060-6309	Special Events (Movie)	(990.00)	remainder of 2020.			
11E	4132	8/3/2020					40,000.00	601-050-9102	N Henke Utilities				\$	40,000.00
							99,989.80	601-050-9112	LSL Blvd RAB ROW & Design				\$	99,989.80
							8,450.00	601-050-9125	N Henke Exhibits and Acquisition				\$	8,450.00
							95,322.84	601-050-9207	Asphalt Overlay				\$	95,322.84
							49,790.70	601-050-9228	Dauphineguardrail				\$	49,790.70
12	4132	8/3/2020	(4,500.00)					101-000-3490	Field Rental/Tournament	4,500.00	No revenue budgeted due to Covid, St. Pats requested to			
			900.00					101-060-5050	Water	(900.00)	rent fields for soccer.			
			500.00					101-060-6050	Other contracted	(500.00)				
			800.00					101-060-5160	Supplies	(800.00)				
13	8/17/2020		575.80					101-030-4170	Salaries-OT					
			(575.80)					101-000-3415	Police OT grants		OT grants on 7/23 & 7/24			
14	8/17/2020		2,820.00					101-000-3955	Telecom Leases	(2,820.00)	After review of 19/20 account activity			
15	8/17/2020		3,038.00					101-010-4220	Unemployment - PT Receptionists	(3,038.00)	Cover unemployment 7/1-YTD for 2 admin PT receptionists and			
			1,225.00					101-060-4220	Unemployment - PT Receptionist	(1,225.00)	1 parks PT receptionist.			
16	8/17/2020		3,708.00					101-060-4120	Part Time Salaries	(3,708.00)	To cover expenses for 20 weeks of PT park reception duties at			
			284.00					101-060-4240	FICA	(284.00)	reduced hours.			
17	8/17/2020		8,998.00					101-010-4120	Part Time Salaries	(8,998.00)	To cover expenses for 20 weeks of PT reception duties at			
			689.00					101-010-4240	FICA	(689.00)	reduced hours schedule.			
18	8/17/2020		(5,629.00)					101-000-3482	Recreation Programs - Youth	5,629.00	Revenues and expenses for youth soccer that were not included			
			2,800.00					101-060-6302	Youth Soccer Expenses	(2,800.00)	in the original budget			
19	8/17/2020		(13,800.00)					101-000-3480	Youth Baseball Registrations	13,800.00	Revenue and expenses for fall youth baseball program that were			
			7,600.00					101-060-6306	Youth Baseball	(7,600.00)	not included in original budget			
20	8/17/2020		1,400.00					101-060-5160	Ballfield Supplies	(1,400.00)	Increase to three maintenance accounts to operate fall sports			

City of Lake Saint Louis
 Budget Transfers & Adjustments
 Fiscal Year 2020/2021

Note: Adjustment for current meeting approval are highlighted

udget 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
			1,000.00					101-060-7000	Equipment Repair	(1,000.00)	leagues not originally budgeted		
			1,000.00					101-060-5020	Lights	(1,000.00)			
	21	8/17/2020	(21,100.00)					101-000-3416	PD K9 Donation	21,100.00	Budget purchase of K9 vehicle and recognition of related		
			21,100.00					101-030-8501	K9 Program	(21,100.00)	donation from A/C 101-000-1918		

(886,176.90) CUMULATIVE BUDGETED ADJUSTMENT IMPACT TO DATE \$ 191,285.59 \$ 333,553.34

Mid Year transfer to capital fund - is from transportation sales tax, road & bridge rebate, Missouri gas and vehicle rebates which are restricted for road construction and maintenance purposes.

BILL NO. 4353

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND/OR CITY ADMINISTRATOR TO ENTER INTO A LICENSE AGREEMENT WITH KAROLINE PARSONS TO INSTALL AND MAINTAIN A LITTLE FREE LIBRARY.

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 license agreement with Karoline Parsons to install and maintain a “Free Little Library” on the landscape island in the cul-de-sac of Woodlake Court.

SECTION 2. The Board of Aldermen hereby authorizes the Mayor and/or City Administrator to sign said license agreement with the Karoline Parsons on behalf of the City of Lake Saint Louis, marked “Exhibit A”, attached hereto and made a part hereof.

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

LICENSE

This License is entered into on this _____ day of _____,

2020, by and between the Lake Saint Louis, Missouri (hereinafter “Licensor”) and Anna Parsons (hereinafter “Licensee”).

Whereas, the City of Lake Saint Louis owns certain property or holds such property in trust for the public; and

Whereas, Licensee desires to enter upon such property for a specific purpose; and

Whereas, this License allows Licensee to enter upon such property for the purposes set forth herein and under certain conditions which are also set forth herein.

Therefore, in consideration for such privilege, which is acknowledged by both parties, the parties hereby agree as follows:

1. Privilege Granted / Premises Subject to License

Licensee is hereby granted the privilege of entering upon certain property owned or held by Licensor. Licensee may only enter upon the following property:

Landscape island in the cul-de-sac of Woodlake Court

2. Purposes for which License is Granted

Licensee is only granted the privilege to enter upon said property for the following purposes:

Install and Maintain a “Little Free Library”

3. License is Revocable at Will

This License may be revoked, without notice, at any time and for any reason by the Licensor,

4. Special Conditions. The parties hereby agree to the following.

Items installed in the right of way are not warranted by City of Lake Saint Louis therefore will remain private along with any appurtenances associated there with.

The City of Lake Saint Louis will not maintain improvements installed under this license. The maintenance will be the sole responsibility of Anna Parsons, 208 Shade Tree Ct. Lake Saint Louis, 63367, Phone number 314-703-7401.

At the sole discretion of the City, these items can be required to be removed at any time for any reason.

5. Replacement following work in Right-of-way or Easement area

Licensor and its employees, representatives, agents, contractors, assignees, and permittees shall continue to have unlimited access to the right-of-way described herein. In the event that work is required to the right-of-way/easement (including, but not limited to, removal, replacement or installation of utility lines, use of such property for construction vehicles, etc.), Licensor or its employees, agents, representatives, contractors, assignees or permittees shall give at least 7 days notice to the Licensee, or portions thereof, as is convenient to perform such work. Licensee will maintain a tag or label affixed to the camera or pole with contact information to be used for this purpose. Licensee may relocate the camera at Licensee's sole cost and expense; any replacement shall meet the conditions of this License.

6. Permits

This License is not a permit to work in the right-of-way. Construction within the right-of-way requires a permit.

7. Indemnification and Insurance

The Licensee shall indemnify, protect and hold harmless City from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property and injury to or death of persons including the officers, agents and employees of either party herein, including payment under any workmen's compensation law or under any plan for employee's disability or death benefit which may arise out of or be caused in whole or in part by the Licensee's activities on the property or the presence of the installation on the property.

~~The Licensee shall carry adequate public liability and property damage insurance for the joint and several benefit of the Licensee 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.~~

~~As partial security for the defense of claims and the payments required under such indemnity, the Licensee 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 Licensee's public liability and property damage insurance covering the work.~~

~~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 licensed activity.~~

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

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

- ~~a. Injury or death of one person \$1,000,000~~
- ~~b. Injury to more than one person
in a single accident \$3,000,000~~
- ~~c. Property damage \$1,000,000~~

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

- ~~a. Injury or death of one person \$3,000,000~~
- ~~b. Injury to more than one person
in a single accident \$3,000,000~~
- ~~c. 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 City must be listed on all Certificates of Insurance as additional insured.~~
- ~~4. A statement of the insurance company's A.M. Best rating will be required. A rating of at least A-VI is required.~~

This document is a license for the privilege of entering upon certain property for the specific purposes set forth herein. Nothing in this document shall be construed as a grant of any property interest or conveyance of property to Licensee.

LICENSOR
CITY OF Lake Saint Louis, MISSOURI

KAROLINE ANNA PARSONS

By:
Title:

Attest:

City Clerk

[Signature]

LICENSEE

Karoline Anna Parsons
Printed Name:

STATE OF MISSOURI)
) SS
COUNTY OF ST. CHARLES)

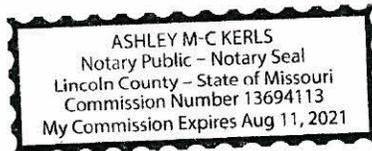
Now on this 10th day of August, 2020, appeared before me Karoline Parsons, to me personally known, who state that he/she/they are the "licensee" described in the above agreement, and he/she/they executed the License as his/her/their free act and deed.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

[Signature]

Notary Public

My commission expires: aug 11, 2020



LICENSOR
CITY OF Lake Saint Louis, MISSOURI

By:
Title:

Attest:

City Clerk

BILL NO. 4354

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ESCROW AGREEMENT WITH MCBRIDE DUELLO, LLC, GUARANTEEING COMPLETION OF SUBDIVISION IMPROVEMENTS FOR PLAT 3 OF THE WYNDSTONE SUBDIVISION.

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

SECTION 1. The Board of Aldermen hereby accepts the cost estimate prepared by Sterling Engineers and Surveyors dated April 20, 2020 and approved by the City's Department of Public Works (copy of which is attached hereto, marked as Attachment 1, and made a part hereof).

SECTION 2. The Board of Aldermen hereby approves an Escrow Agreement with McBride Duello, LLC (copy of which is attached hereto, marked as Attachment 2, and made a part hereof), and accepts Irrevocable Standby Letter of Credit Number 55109581 in the amount of \$303,620.59 issued by Regions Bank (copy of which is attached hereto, marked as Attachment 3, and made a part hereof), as adequate guarantee of completion of subdivision improvements.

SECTION 3. The subdivision improvements shall be completed as shown on the plans prepared by The Sterling Company (Job Number 14-08-290), approved by the City of Lake Saint Louis on June 27, 2017, a copy of which is on file with the City's Department of Public Works. Said plans may be, from time to time, amended in the best interest of the City, and in conformance with all applicable laws, regulations, and ordinances of the City of Lake Saint Louis and other agencies having jurisdiction over the project.

SECTION 4. The officers, agents, and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable to perform and carry out the purpose of this ordinance.

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

THE **STERLING**
ENGINEERS AND SURVEYORS

CO.

Wyndstone
14-08-290

IMPROVEMENT QUANTITIES - Phase 3/Plat 3
4/20/2020

IMPROVEMENT QUANTITIES:				
DESCRIPTION:	QTY.		UNIT PRICE	TOTAL
Street Pavement (7" Concrete over 6" Rock Base)	4,019	S.Y.	\$ 41.60	\$ 167,190.40
Concrete Sidewalk	1,402	S.Y.	\$ 4.70	\$ 6,589.40
Vertical Concrete Curb	100	L.F.	\$ 10.35	\$ 1,035.00
Accesible Ramps	2	EA	\$ 1,100.00	\$ 2,200.00
Common Ground Seeding	13,092	S.Y.	\$ 0.62	\$ 8,117.04
Island Landscaping	1	L.S	\$ 2,000.00	\$ 2,000.00
TOTAL IMPROVEMENTS				\$ 187,131.84
ADD 7%				\$ 13,099.23

STORM QUANTITIES:				
DESCRIPTION:	QTY.		UNIT PRICE	TOTAL
12" RCP	889	L.F.	\$ 34.00	\$ 30,239.26
15" RCP	249	L.F.	\$ 38.00	\$ 9,445.66
18" RCP	49	L.F.	\$ 40.00	\$ 1,964.80
Single Curb Inlet	4	EA.	\$ 1,350.00	\$ 5,400.00
Storm Manhole-42"	2	EA.	\$ 1,350.00	\$ 2,700.00
Single Area Inlet	1	EA.	\$ 2,070.00	\$ 2,070.00
18" FES	1	EA.	\$ 621.00	\$ 621.00
Rock Allowance	1	LS	\$ 30,000.00	\$ 30,000.00
Granular Fill	360	TN	\$ 11.00	\$ 3,960.00
TOTAL IMPROVEMENTS				\$ 86,400.72
ADD 7%				\$ 6,048.05

MISCELLANEOUS QUANTITIES:				
DESCRIPTION:	QTY.		UNIT PRICE	TOTAL
Street Sign	1	EA	\$ 225.00	\$ 225.00
Landscaping Allowance	1	LS	\$ 10,000.00	\$ 10,000.00
TOTAL IMPROVEMENTS				\$ 10,225.00
ADD 7%				\$ 715.75
PROJECT TOTAL IMPROVEMENTS				\$ 303,620.59

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Agreement") is made and entered into by and between **McBride Duello, LLC**, herein called "DEVELOPER", and THE CITY OF LAKE SAINT LOUIS, MISSOURI, herein called the "CITY":

WITNESSETH:

WHEREAS, the DEVELOPER has submitted plans, information and data to the CITY for the construction and development of **Wyndstone Subdivision Plat 3** (the "Project"), and DEVELOPER is requesting issuance of relevant permits for same; and

WHEREAS, in connection with the issuance of relevant permits for the Project, DEVELOPER has agreed to make certain site improvements, such improvements being more particularly described in the Site Improvement Plan (the "Plan") identified and referenced in Exhibit A and incorporated herein (hereinafter, the "Improvements"); and

WHEREAS, the Plan has been reviewed and approved by the CITY ADMINISTRATOR, and the CITY ADMINISTRATOR has reasonably estimated the cost of completing the Improvements in accordance with the City Requirements (as used herein, the term "City Requirements" means the Plan, as reviewed and approved by the CITY ADMINISTRATOR or other appropriate official, and the ordinances of the CITY, from time to time in effect) to be **\$303,620.59**; and

WHEREAS, the DEVELOPER has requested that the CITY issue relevant permits for the Project, and, in connection with the issuance of permits, DEVELOPER and CITY have agreed to enter into this Agreement guarantying DEVELOPER'S obligation to complete the Improvements, all in accordance with the City Requirements; and

WHEREAS, in lieu of depositing cash with the CITY to secure DEVELOPER'S obligations with respect to the completion of the Improvements, DEVELOPER has requested to provide to the CITY, and the CITY has agreed to accept, the letter of credit in the amount of **\$303,620.59** issued by **Region's Bank** to the CITY, with the CITY being the beneficiary thereof (the "Letter of Credit"), a copy of such Letter of Credit to be substantially in the form of Exhibit B attached hereto and incorporated herein.

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein provided:

IT IS HEREBY MUTUALLY AGREED:

A. IMPROVEMENTS

1. That the DEVELOPER has deposited, or will deposit, with the CITY the Letter of Credit to guaranty the construction, installation and completion of the Improvements in accordance with the City Requirements.

2. DEVELOPER guaranties that the Improvements will be installed, constructed and completed on or before **September 1, 2021** (the "Completion Date") in accordance with the City Requirements. On or before the Completion Date, DEVELOPER (i) shall provide the CITY with a certificate of completion signed by an engineer licensed in the State of Missouri certifying that the Improvements have been completed in accordance with the City Requirements, and (ii) shall have received

from the CITY final approval of the Improvements after an inspection of the same by the CITY. It is DEVELOPER'S responsibility to request that the CITY perform the inspection of the Improvements keeping in mind that the CITY shall be permitted at least thirty (30) days to complete its inspection after the request for inspection is made by the DEVELOPER. The Completion Date may only be extended by written agreement of the parties hereto.

3. In the event that DEVELOPER shall fail to complete the Improvements in accordance with the City Requirements on or before the Completion Date, or if DEVELOPER shall abandon the completion of the Improvements (and it shall be presumed conclusively that DEVELOPER has abandoned the completion of the Improvements if DEVELOPER fails to perform any substantial site work to complete the Improvements for a period of three (3) consecutive months), CITY may make one or more draws on the Letter of Credit for (i) the purpose of paying the actual cost of completing, or having completed, the Improvements, or (ii) in the CITY'S discretion, using the funds for such purposes related to the Improvements as CITY may deem reasonably appropriate to ensure the health, safety and welfare of the Project or the surrounding area. Alternatively, if the CITY has already completed the Improvements (or the CITY has completed such reasonably necessary work for purposes related to the Improvements to ensure the health, safety, and welfare of the Project or the surrounding area), it may make one or more draws on the Letter of Credit to reimburse itself for the CITY's costs incurred in doing so. Any amounts drawn by CITY on the Letter of Credit in excess of the actual amount incurred by the CITY in performing the work described in this paragraph will be refunded to Developer in a timely manner.

4. During the completion of the Improvements, if, in the reasonable discretion of the CITY ADMINISTRATOR, the amount of \$303,620.59 shall be deemed to be insufficient to complete the Improvements, DEVELOPER shall either: (a) cause the amount of the Letter of Credit to be increased to include such additional amounts necessary to complete the Improvements (and such Letter of Credit, as increased, may be drawn upon by the CITY as set forth in Section 3 above), or (b) deposit with the CITY such additional amounts, in cash, necessary to complete the Improvements. With respect to amounts deposited with the CITY in accordance with clause (b) of the preceding sentence, such amounts may be expended by the CITY to complete the Improvements (or to complete such reasonably necessary work for purposes related to the Improvements to ensure the health, safety and welfare of the Project or the surrounding area) if DEVELOPER fails to complete the same on or before the Completion Date in accordance with the City Requirements or if DEVELOPER abandons the completion of the Improvements as described in Section 3; the CITY is not liable to DEVELOPER for interest on any amounts held by the CITY.

5. Upon approval of the Improvements by the CITY as described in paragraph 2 above, and provided that the DEVELOPER faithfully performs its obligation to complete the Improvements in accordance with the City Requirements on or before the Completion Date, the Letter of Credit shall be returned to DEVELOPER or DEVELOPER'S Bank, and any sums escrowed with the CITY (or, if CITY has been required to expend portions of such funds pursuant to this Agreement, those funds remaining) shall be returned to DEVELOPER.

6. Nothing in this Agreement shall be deemed to limit the CITY'S rights against DEVELOPER arising out of the failure on the part of the DEVELOPER to complete the Improvements in accordance with the City Requirements.

7. CITY hereby accepts this Agreement as satisfactory under the provisions and requirements of Section 415.100 and Section 500.010 of the CITY'S Municipal Code.

B. ADDITIONAL TERMS APPLICABLE TO LETTER OF CREDIT

1. That the Letter of Credit shall have a one (1) year term from the date of this Agreement but shall provide that it renews automatically for additional one-year terms; in no event shall the Letter of Credit be written to permit it to expire less than 90 days after the Completion Date.

2. The Letter of Credit and any replacement therefor shall be issued by a bank acceptable to CITY in CITY'S reasonable discretion (the "Issuer"). If, in CITY'S reasonable opinion, the financial condition of the Issuer deteriorates in a material and substantial way, CITY shall have the option to require DEVELOPER to replace the Letter of Credit with a new letter of credit from a new issuing bank acceptable to CITY in CITY'S reasonable discretion, the terms of any replacement letter of credit to be substantially the same as the Letter of Credit and otherwise satisfactory to the CITY. If the Issuer declines to renew the Letter of Credit, then, CITY shall have the right to draw the entire amount of the Letter of Credit and hold the same as a cash escrow to secure DEVELOPER'S obligations hereunder.

[The remainder of this page is intentionally blank—signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 30th day of July, 2020.

DEVELOPER:

McBride Duello, LLC

By: [Signature] CFO
Printed Name: JEFFREY M. TODT
Title: CFO
Address: 16091 SWINGLEY RIDGE ROAD
CHESTERFIELD, MO 63017
Telephone Number: 314-336-0254

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

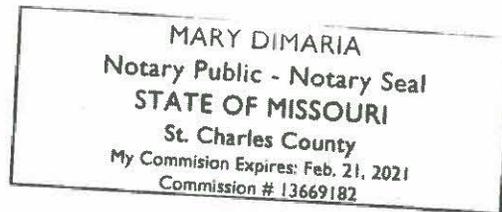
On this 30th day of July, 2020, before me appeared Jeffrey M. Todt, to me personally known, who, being by me duly sworn did say that he is the CFO of McBride Duello LLC, a LLC, and that said instrument was signed in behalf of said LLC by authority of its board of directors, and said Jeffrey M. Todt acknowledged said instrument to be the free act and deed of said LLC.

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

[Signature]
Notary Public
Printed Name: Mary Di Maria

My Commission Expires:

02-21-2021



CITY:

CITY OF LAKE SAINT LOUIS, MISSOURI

By: _____

Printed Name: _____

Title: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A
IMPROVEMENTS

The Improvements include all of the following items, plus any necessary items of work related to the items listed below which are, in the CITY'S reasonable discretion, necessary to comply with the CITY's Municipal Code to preserve the health, safety and welfare of Wyndstone Subdivision or the surrounding area:

All site improvements for Wyndstone Plat 3 shown on the Site Improvement Plan of Wyndstone Project prepared by The Sterling Co., with a final revision date of June 28, 2017, Job No. 14-08-290, and approved by the City of Lake Saint Louis, Missouri on June 27, 2017, a copy of which is on file with the Department of Public Works of the City of Lake Saint Louis, Missouri.

The foregoing plans are the "Plan" described in the Agreement. After approval of the Plan by the CITY, DEVELOPER shall not make any changes to the Plan without the City's approval of the same.

EXHIBIT B

[Form of Letter of Credit]

[Potential form of letter of credit; other forms may be acceptable to the City. Letter of credit must be irrevocable, payable on sight, have no other conditions to draw on it except as specified in the letter of credit, provide for automatic renewal and no termination without notice to the City, and be drawn on a local bank or other bank acceptable to the City, and provide for a local office where draw requests may be presented.]

Date: _____, 20____

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

BENEFICIARY:	APPLICANT:
City of Lake Saint Louis, Missouri 200 Civic Center Drive Lake Saint Louis, Missouri 63367 Attn: _____	[Insert Name and Address of Developer]
MAXIMUM AMOUNT: USD \$ _____ .00	INITIAL EXPIRATION DATE AT [INSERT LOCATION WHERE DRAW ON LETTER OF CREDIT MUST OCCUR]: _____, 20____

We hereby open our Irrevocable Standby Letter of Credit No. _____ (“Letter of Credit”) in your favor, for the account of [Insert Name of Developer], which is available at *sight* up to the amount of USD \$ _____ .00 (the “Maximum Amount”), upon presentation of this original Letter of Credit and Beneficiary’s statement, dated and signed by an authorized individual, stating either:

(i) “[Developer] has failed to perform the improvements for the Project known as _____, a subdivision of the City of Lake Saint Louis, St. Charles County, Missouri. We are drawing for USD \$ _____, under Letter of Credit No. _____. Please wire proceeds to _____.”

OR

(ii) “[Name of Bank Issuing Letter of Credit] has notified us of non-extension of its Letter of Credit No. _____ and an acceptable replacement has not been provided by [Developer], as its obligations are not satisfied, as of the date of this drawing. We are drawing for USD \$ _____. Please wire proceeds to us at: _____.”

Multiple drawings are allowed. If a drawing is presented and paid, the original Letter of Credit will be endorsed and returned to you. If your drawing exhausts the Maximum Amount, we will retain the Letter of Credit.

It is a condition of this Letter of Credit that it will be automatically extended without amendment for a period of one year from the Expiration Date hereof, or any future Expiration Date, unless at least sixty (60) days prior to such Expiration Date, [Name of Bank Issuing Letter of Credit] notifies the Beneficiary in writing by courier at the above address of our election not to extend this Letter of Credit for an additional period. Upon receipt of such notice, you may draw on this Letter of Credit as set forth above in clause (ii).

Presentation and payment of your drawing under this Letter of Credit are restricted to our [Insert location and address where Letter of Credit must be drawn].

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amplified or limited by reference to any document, instrument or agreement referred to in this Letter of Credit, except only the Uniform Customs and Practice referred to herein, and any such reference shall not be deemed to incorporate herein any reference to a document, instrument or agreement.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600.

Pursuant to U.S. Law, we are prohibited from issuing, transferring, accepting or paying letters of credit to any party or entity identified by the Office of Foreign Assets Control, U.S. Department of Treasury, or subject to the Denial of Export Privileges by the U.S. Department of Commerce.

We agree with you to honor your drawing(s) presented in compliance with the terms of this Letter of Credit when received at our [Insert location and address where Letter of Credit must be drawn], prior to 4:00 P.M., local time, Monday through Friday, on or before the then current Expiration Date, upon which date this Letter of Credit expires even if this original Letter of Credit is not returned to our [Insert location of office where Letter of Credit must be drawn].

If you return this original Letter of Credit prior to the then current Expiration Date with your intent to terminate same, it must be accompanied by your originally signed letter, addressed and sent directly to [Name of Bank issuing Letter of Credit], indicating you no longer require this Letter of Credit and release [Name of Bank issuing Letter of Credit] of our obligation hereunder.

[Name of Bank issuing Letter of Credit]

Authorized Signature



201 MILAN PARKWAY, 1ST FLOOR, BIRMINGHAM, AL 35211.
S.W.I.F.T. UPNBUS44XXX
PHONE (866)828-6928 FAX (205)420-6019

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 55109581

ISSUE DATE: AUGUST 4, 2020

EXPIRY DATE: AUGUST 4, 2021

AMOUNT: U.S. \$303,620.59

BENEFICIARY:

CITY OF LAKE SAINT LOUIS, MISSOURI
200 CIVIC CENTER DRIVE
LAKE SAINT LOUIS, MISSOURI 63367

APPLICANT:

MCBRIDE DUELLO, LLC
16091 SWINGLEY RIDGE RD, STE 300
CHESTERFIELD, MO 63017

WE HEREBY OPEN OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 55109581 ("LETTER OF CREDIT") IN YOUR FAVOR, FOR THE ACCOUNT OF MCBRIDE DUELLO, LLC, WHICH IS AVAILABLE AT SIGHT UP TO THE AMOUNT OF USD\$303,620.59 (US DOLLARS THREE HUNDRED THREE THOUSAND SIX HUNDRED TWENTY AND 59/100) (THE "MAXIMUM AMOUNT"), UPON PRESENTATION OF THIS ORIGINAL LETTER OF CREDIT AND BENEFICIARY'S STATEMENT, DATED AND SIGNED BY AN AUTHORIZED INDIVIDUAL, STATING EITHER:

(I) "MCBRIDE DUELLO, LLC HAS FAILED TO PERFORM THE IMPROVEMENTS FOR THE PROJECT KNOWN AS WYNDSTONE SUBDIVISION PLAT 3, A SUBDIVISION OF THE CITY OF LAKE SAINT LOUIS, ST. CHARLES COUNTY, MISSOURI. WE ARE DRAWING FOR USD (INSERT AMOUNT), UNDER LETTER OF CREDIT NO. 55109581. PLEASE WIRE PROCEEDS TO _____"

OR

(II) "REGIONS BANK HAS NOTIFIED US OF NON-EXTENSION OF ITS LETTER OF CREDIT NO. 55109581 AND AN ACCEPTABLE REPLACEMENT HAS NOT BEEN PROVIDED BY MCBRIDE DUELLO, LLC, AS ITS OBLIGATIONS ARE NOT SATISFIED, AS OF THE DATE OF THIS DRAWING. WE ARE DRAWING FOR USD (INSERT AMOUNT). PLEASE WIRE PROCEEDS TO US AT: _____."

MULTIPLE DRAWINGS ARE ALLOWED. IF A DRAWING IS PRESENTED AND PAID, THE ORIGINAL LETTER OF CREDIT WILL BE ENDORSED AND RETURNED TO YOU. IF YOUR DRAWING EXHAUSTS THE MAXIMUM AMOUNT, WE WILL RETAIN THE LETTER OF CREDIT.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE, REGIONS BANK NOTIFIES THE BENEFICIARY IN WRITING BY COURIER AT THE ABOVE ADDRESS OF OUR ELECTION NOT TO EXTEND THIS LETTER OF



Our reference Number: 55109581

Page: 2

CREDIT FOR AN ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW ON THIS LETTER OF CREDIT AS SET FORTH ABOVE IN CLAUSE (II).

PRESENTATION AND PAYMENT OF YOUR DRAWING UNDER THIS LETTER OF CREDIT ARE RESTRICTED TO OUR REGIONS BANK LOCATION 8351 MARYLAND AVE, CLAYTON, MO, 63105 ATTN: SCOTT MCLAY.

THIS LETTER OF CREDIT SETS FORTH IN FULL OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMPLIFIED OR LIMITED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT OR AGREEMENT REFERRED TO IN THIS LETTER OF CREDIT, EXCEPT ONLY THE UNIFORM CUSTOMS AND PRACTICE REFERRED TO HEREIN, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN ANY REFERENCE TO A DOCUMENT, INSTRUMENT OR AGREEMENT.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.

PURSUANT TO U.S. LAW, WE ARE PROHIBITED FROM ISSUING, TRANSFERRING, ACCEPTING OR PAYING LETTERS OF CREDIT TO ANY PARTY OR ENTITY IDENTIFIED BY THE OFFICE OF FOREIGN ASSETS CONTROL, U.S. DEPARTMENT OF TREASURY, OR SUBJECT TO THE DENIAL OF EXPORT PRIVILEGES BY THE U.S. DEPARTMENT OF COMMERCE.

WE AGREE WITH YOU TO HONOR YOUR DRAWING(S) PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WHEN RECEIVED AT OUR REGIONS BANK LOCATION 8351 MARYLAND AVE, CLAYTON, MO, 63105 ATTN: SCOTT MCLAY, PRIOR TO 4:00 P.M., LOCAL TIME, MONDAY THROUGH FRIDAY, ON OR BEFORE THE THEN CURRENT EXPIRATION DATE, UPON WHICH DATE THIS LETTER OF CREDIT EXPIRES EVEN IF THIS ORIGINAL LETTER OF CREDIT IS NOT RETURNED TO OUR 8351 MARYLAND AVE, CLAYTON, MO 63105, ATTN: SCOTT MCLAY, REGIONS BANK LOCATION.

IF YOU RETURN THIS ORIGINAL LETTER OF CREDIT PRIOR TO THE THEN CURRENT EXPIRATION DATE WITH YOUR INTENT TO TERMINATE SAME, IT MUST BE ACCOMPANIED BY YOUR ORIGINALLY SIGNED LETTER, ADDRESSED AND SENT DIRECTLY TO REGIONS BANK, INDICATING YOU NO LONGER REQUIRE THIS LETTER OF CREDIT AND RELEASE REGIONS BANK OF OUR OBLIGATION HEREUNDER.

REGIONS BANK

AUTHORIZED SIGNATURE

A handwritten signature in blue ink, appearing to read "Cinda Hodge", written over a horizontal line.

BILL NO. 4355

ORDINANCE NO. ____

AN ORDINANCE EXTENDING THE SITE PLAN APPROVAL TO THE LUTHERAN SENIOR SERVICES FOR THE PURPOSE OF BUILDING THE LAKE POINTE CONTINUING CARE RETIREMENT COMMUNITY ON APPROXIMATELY 37.29 ACRES; SAID PROPERTY BEING GENERALLY LOCATED NORTHWEST OF DAUPHINE DRIVE, NORTHEAST OF CIVIC CENTER DRIVE, AND WEST OF FREYMUTH ROAD.

WHEREAS, the petitioner, Lutheran Senior Services, has received site plan approval to construct a continuing care retirement community by Ordinance 3200 dated September 3, 2013; and

WHEREAS, Lake Saint Louis Code, Section 405.320.C, stipulates no site plan approval shall be valid for a period longer than twenty-four (24) months from the date of approval; and

WHEREAS, Lutheran Senior Services requested a twelve (12) month extension of the site plan approval to the Planning and Zoning Commission per City Code, which was approved on August 6, 2015; and

WHEREAS, Lutheran Senior Services requested a twelve (12) month extension of the site plan approval to the Board of Aldermen per City Code, which was approved in September 19, 2016 by Ordinance 3584; and

WHEREAS, Lutheran Senior Services requested a twelve (12) month extension of the site plan approval to the Board of Aldermen per City Code, which was approved on August 23, 2017 by Ordinance 3732; and

WHEREAS, Lutheran Senior Services requested a twelve (12) month extension of the site plan approval to the Board of Aldermen per City Code, which was approved on September 17, 2018 by Ordinance 3911; and

WHEREAS, Lutheran Senior Services requested a twelve (12) month extension of the site plan approval to the Board of Aldermen per City Code, which was approved on August 19, 2019 by Ordinance 4025; and

WHEREAS, Lutheran Senior Services has requested another twelve (12) month extension of the site plan approval to the Board of Aldermen per City Code, and the City Code allows the Board of Aldermen, upon recommendation of the Planning and Zoning Commission, to extend the site plan approval for an additional twelve (12) months; and

WHEREAS, the Planning and Zoning Commission considered the site plan extension at their August 6, 2020 meeting and recommend the site plan extension.

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

SECTION 1. The Board of Aldermen, pursuant to the recommendation of the Planning and Zoning Commission and City staff, does hereby extend a sixth twelve (12) month period of validity for the Lutheran Senior Services Lake Pointe Continuing Care Retirement Community until September 3, 2021.

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	August 6, 2020
PROJECT LOCATION	
PROPERTY OWNER/APPLICANT	Lisa G. Bulczak, Lutheran Senior Services
LOT SIZE	37.29 acres
ZONING	"BP" Business Park
APPLICATION TYPE	Extension of Validity
REQUEST	A 12-month extension of the Site Plan approval associated with the construction of a senior living community.
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND & REQUEST

On September 3, 2013, the Board of Aldermen passed Ordinance 3200 approving a rezoning of the subject property from “NU” Non-Urban to “BP” Business Park, and a site plan for a senior-living community consisting of 176 independent living apartment units; an 80-bed health center for long term care, assisted living, memory care, and rehab; and a 38,300-square-foot “Town Center” with offices, dining venues, and meeting space. A future phase would add an additional 89 independent living units and another 80-bed health center.

As specified in Section 405.320.C of the Municipal Code, no Site Plan approval shall be valid for a period longer than 24 months from the adoption date of the ordinance approving the Site Plan. The Planning and Zoning Commission may grant one 12-month extension. Upon recommendation of the Planning and Zoning Commission, the Board of Aldermen may grant additional 12-month extensions indefinitely. The following chart summarizes the project’s approval and extension dates.

Approval Date	Approval Type	Expiration Date	Ordinance
September 3, 2013	Zoning Amendment and Site Plan Review	September 3, 2015	3200
August 2, 2015	First 12-month extension	September 3, 2016	NA
September 19, 2016	Second 12-month extension	September 3, 2017	3584
August 23, 2017	Third 12-month extension	September 3, 2018	3732
September 17, 2018	Fourth 12-month extension	September 3, 2019	3911
August 19, 2019	Fifth 12-month extension	September 3, 2020	4025

On July 15, 2020, the applicant submitted a request for a 12-month extension of validity until September 3, 2021. According to the applicant, no changes are proposed to the approved site plan and the extension request is related to their marketing and financing efforts.

STAFF RECOMMENDATION

To *recommend approval* to the Board of Aldermen a 12-month extension of the Site Plan period of validity, to expire on September 3, 2021.

MOTION

Staff recommends the following motion which can be read verbatim or modified as desired.

“I move to recommend approval to the Board of Aldermen a 12-month extension of the Site Plan period of validity, to expire on September 3, 2021.”

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR A MULTI-BUILDING COMMERCIAL DEVELOPMENT LOCATED ON LOT C1 OF HAWK RIDGE VILLAGE PLAT 3.

WHEREAS, Dierbergs Lake Saint Louis, LLC, applicant, proposes a multi-building commercial development as detailed on the plans with a revision date of July 30, 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 Development Plan; 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 August 6, 2020, has recommended approval of the requested Preliminary Development Plan with the following condition: The brightness of the FCEMB shall not exceed 5,000 NIT (candela per square meter) during daylight hours and 300 NIT (candela per square meter) during non-daylight hours; 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 August 17, 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 Development Plan 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 Development Plan for the property as shown on Exhibit "A" is hereby approved, subject to the following condition:

1. The brightness of the FCEMB shall not exceed 5,000 NIT (candela per square meter) during daylight hours and 300 NIT (candela per square meter) during non-daylight hours.

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

BILL NO. 4356

ORDINANCE NO. _____

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney



DIERBERGS LAKE SAINT LOUIS

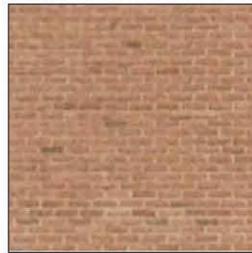




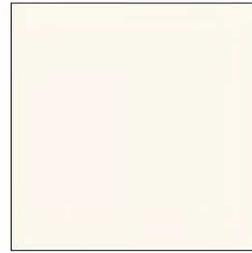
EAST ELEVATION



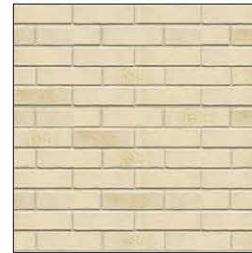
STONE VENEER



BRICK



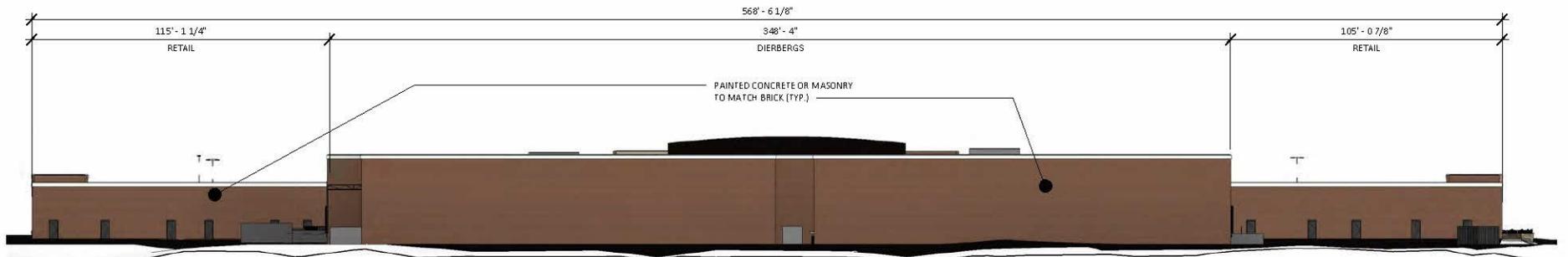
EIFS TRIM



CREAM BRICK



DARK BRONZE METAL AWNINGS

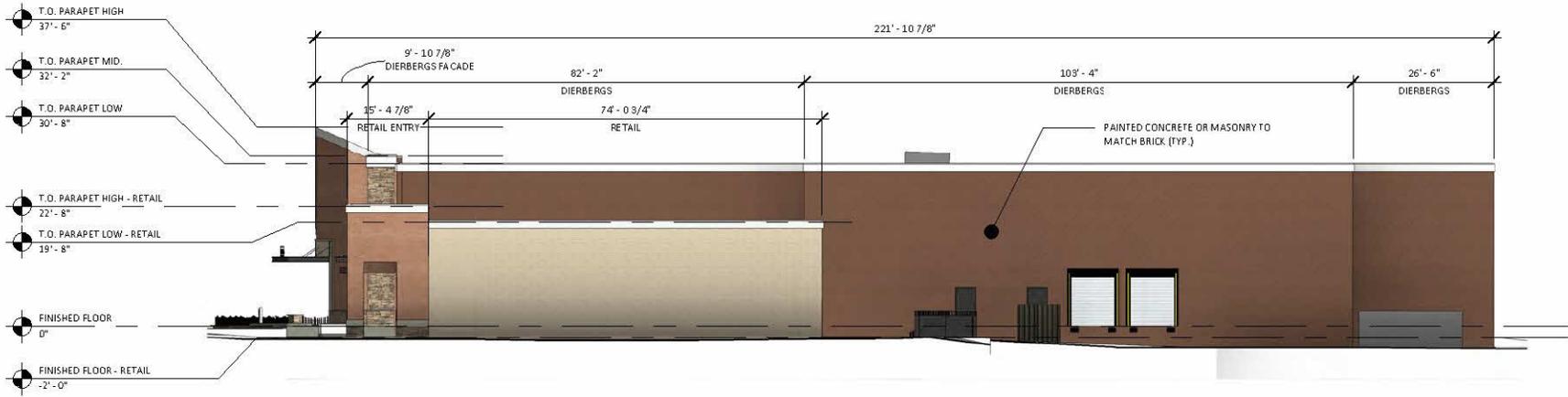


WEST ELEVATION

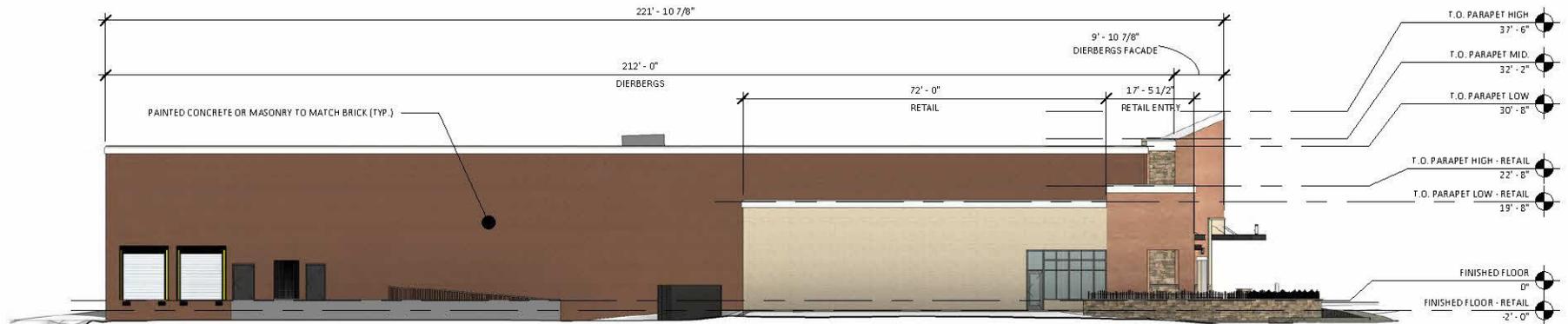


DIERBERGS LAKE SAINT LOUIS





NORTH ELEVATION



SOUTH ELEVATION



DIERBERGS LAKE SAINT LOUIS





1 EAST ELEVATION
S1.0

TOTAL FACADE FT²: 10,901.54 FT²

SCALE: 1" = 40'-0"

FLORIST AND GIFTS SIGN: 30.25 FT²



2 FLORIST & GIFTS
S1.0

SCALE: 1/8" = 1'-0"

BOB'S WINE SHOP SIGN: 49.9 FT²



3 BOB'S WINE SHOP
S1.0

SCALE: 1/8" = 1'-0"

DIERBERGS SIGN: 336.4 FT²

MARKET FRESH FOODS SIGN: 129.09 FT²



6 DIERBERGS
S1.0

SCALE: 1/8" = 1'-0"

BOB'S BBQ SIGN: 46.9 FT²



4 BOB'S BBQ
S1.0

SCALE: 1/8" = 1'-0"

DIERBERGS KITCHEN SIGN: 46.8 FT²



5 DIERBERGS KITCHEN
S1.0

SCALE: 1/8" = 1'-0"

BUILDING SIGNAGE RATIO

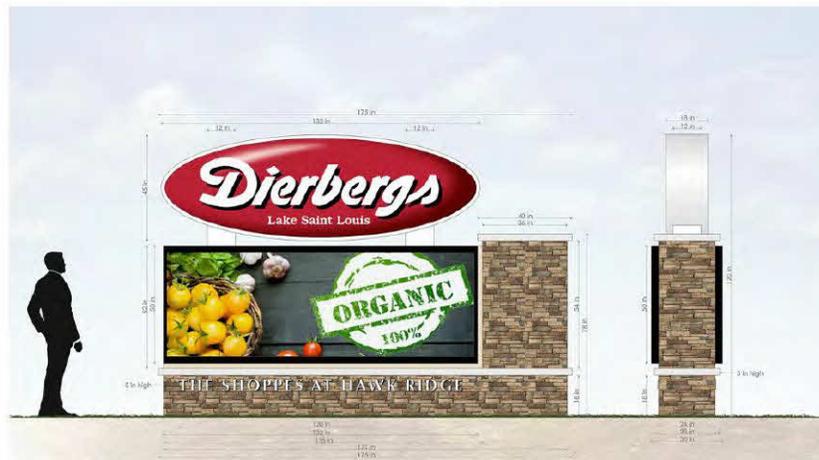
TOTAL FT ² OF SIGNAGE	639.34 FT ²
% OF TOTAL FACADE FT ²	5.8%
<small>= (639.34/10,901.54)x100</small>	



DIERBERGS LAKE SAINT LOUIS



MONUMENT SIGN "A"



SPECIFICATIONS A2

- Qty: 1
- Single-sided monument sign
- Welded aluminum construction
- Stone
- Faux stone base, columns, and caps

- Dierbergs Cabinet**
- Welded aluminum construction
 - Direct print on face/caps
 - Internally illuminated w/ white LEDs

- Electronic Message Center**
- Full Color Electronics
 - Cabinet Size: 132" w X 50" h
 - Active Area: 130" w X 44" h
 - Pitch: 16mm
 - NEMA 324C108

- THE SHOPPES AT HAWK RIDGE**
- Non-illuminated
 - Stamped 1/4" aluminum
 - Painted white
 - Stud-mounted to stone

Dierbergs Oval: (11.25w/2) X (3.25h/2) X 3.14 = 33.1 sq
 BMC: 132" w X 50" h = 46.2 sq
 Total: 33.1 sq + 46.2 sq = 79.3 sq

MONUMENT SIGN "B"



SPECIFICATIONS A2

- Qty: 1
- Double-sided monument sign
- Welded aluminum construction
- Stone
- Faux stone base, columns, and caps

- Dierbergs Cabinet**
- Welded aluminum construction
 - White acrylic face
 - Face to be overlaid w/ premium backlit print and laminated w/ 3M 4318 high glass
 - Internally illuminated w/ white LEDs

- Tensat Cabinet**
- Welded aluminum construction
 - White acrylic faces
 - Internally illuminated w/ white LED's

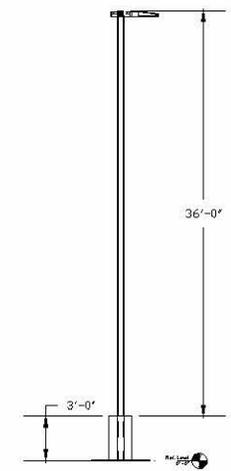
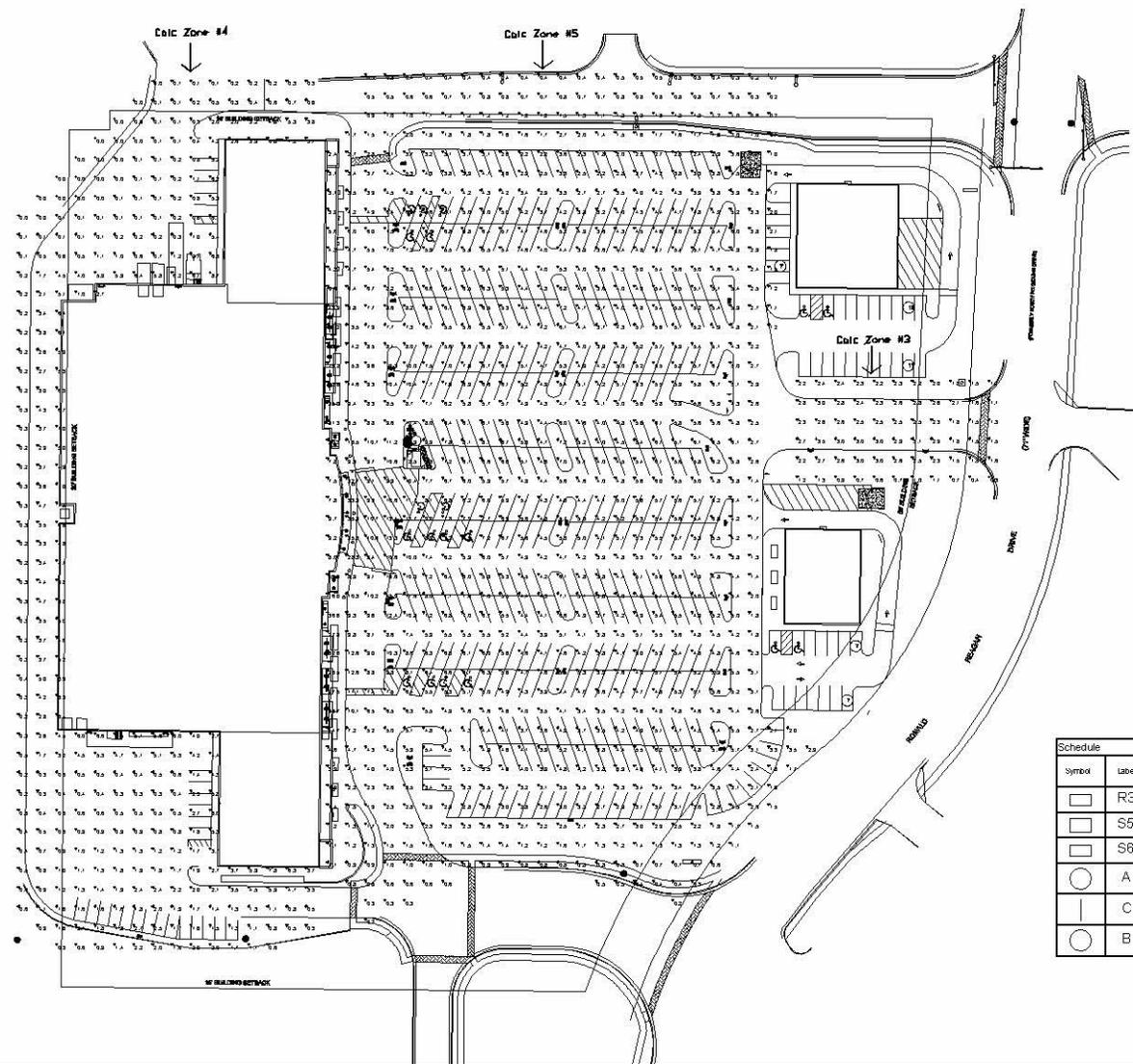
- THE SHOPPES AT HAWK RIDGE**
- Non-illuminated
 - Routed 1/4" aluminum
 - Painted white
 - Stud-mounted to stone

Dierbergs Oval: (9.8w/2) X (3.3h/2) X 3.14 = 24.6 sq
 Tensat Cabinet: 96" w X 37" h = 24.7 sq
 Total: 24.6 sq + 24.7 sq = 49.3 sq



DIERBERGS LAKE SAINT LOUIS





ALL POLES AND LUMINARIES SHALL BE BLACK IN COLOR. BASES SHALL BE UNPAINTED CONCRETE.

Statistics						
Description	Symbol	Avg	Min	Avg/Min	Max	Max/Min
Calc Zone #2	+	2.5 fc	0.2 fc	12.5:1	4.6 fc	23.0:1
Calc Zone #4	+	2.0 fc	0.0 fc	N/A	0.5 fc	N/A
Calc Zone #5	+	5.3 fc	0.1 fc	53.0:1	30.1 fc	301.0:1

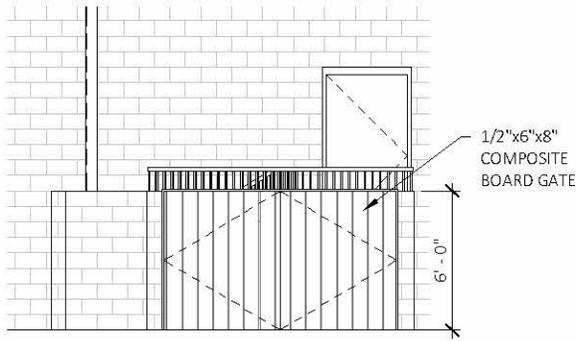
Schedule							
Symbol	Label	UI Y	Catalog Number	Number Lamps	Lumens per Lamp	LL*	Usage
□	R3	14	QWIC-AF-02-LED-E1-T2-8000	32	311	1	113
□	S5	32	OLEON-AR-30-LED-E1-14W-8000	96	301	1	333
□	S6	9	OLEON-AF-07-LED-E1-14W-8000	112	305	1	391
○	A	9	HCS4000D-HM34840-8IMDC	1	4095	1	40
	C	12	8STZL8040R	1	8800	1	70.18
○	B	4	HCS2000D-HM32840-8IMDC	1	2055	1	20

ALL LIGHT FIXTURES SHALL BE SHIELDED OR CONSTRUCTED SO THAT NO LIGHT RAYS ARE EMITTED BY THE INSTALLED FIXTURE AT ANGLES ABOVE THE HORIZONTAL PLANE.

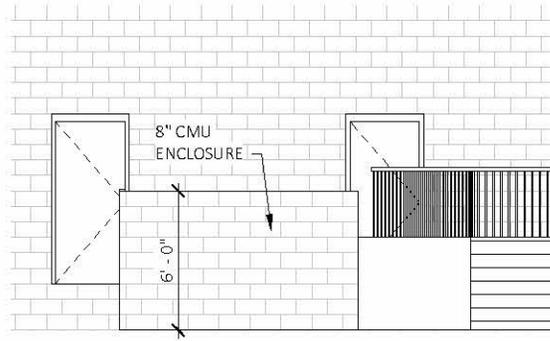


DIERBERGS LAKE SAINT LOUIS

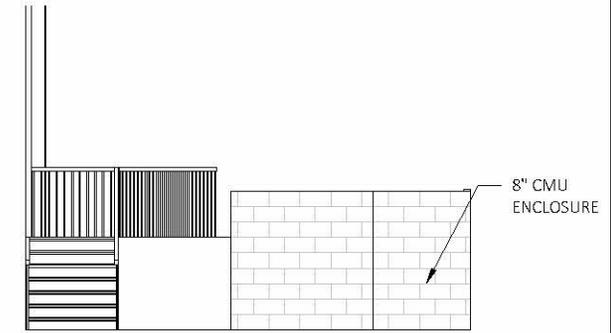




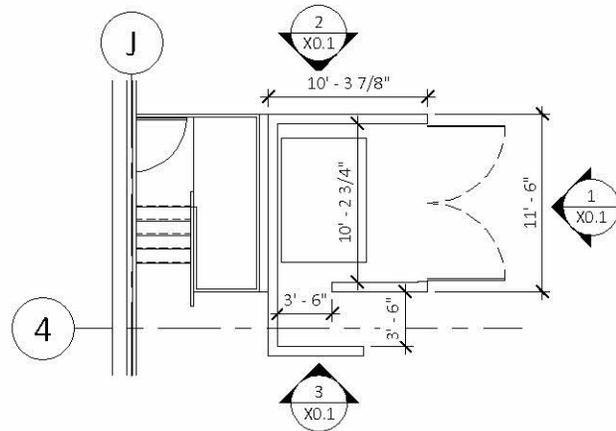
1 FRONT ELEVATION
X0.1 SCALE: 3/16" = 1'-0"



2 RIGHT ELEVATION
X0.1 SCALE: 3/16" = 1'-0"



3 LEFT ELEVATION
X0.1 SCALE: 3/16" = 1'-0"



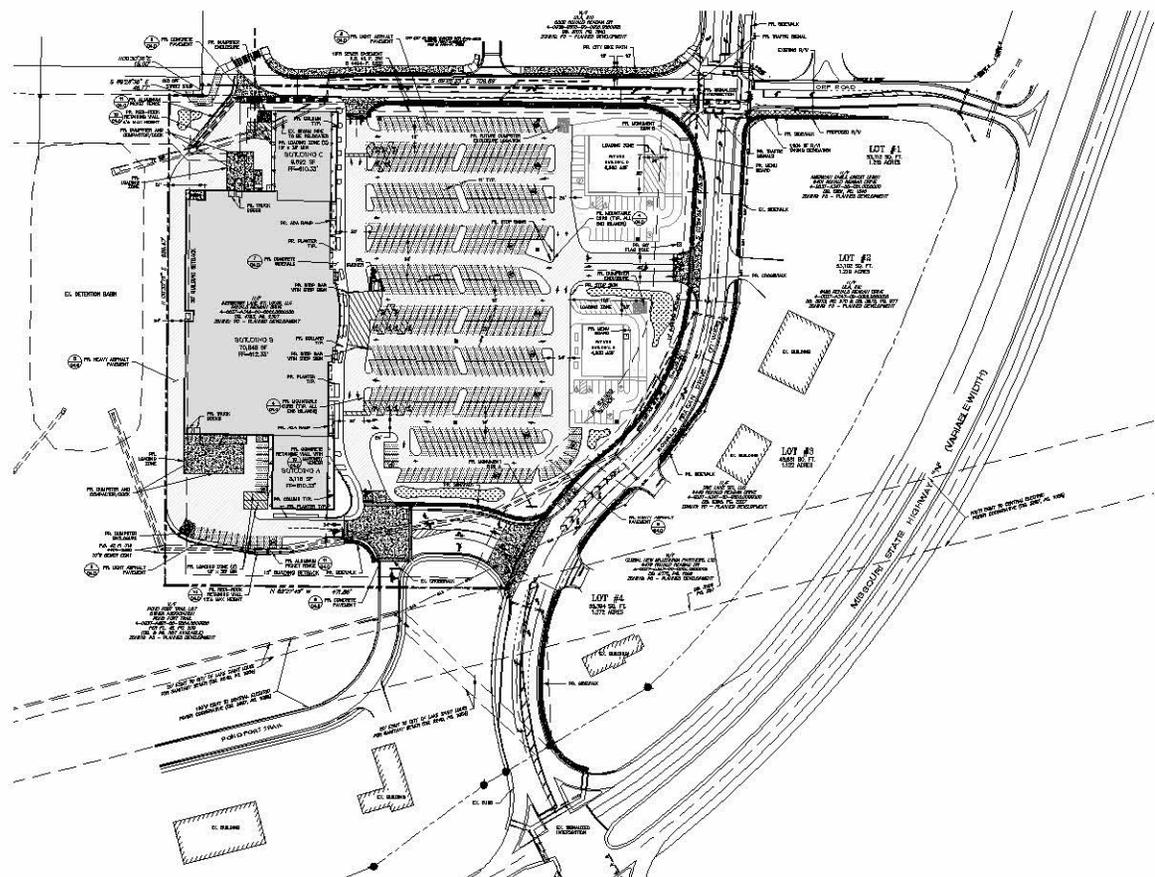
4 TRASH ENCLOSURE PLAN
X0.1 SCALE: 1/8" = 1'-0"

TRASH ENCLOSURE EXHIBIT



DIERBERGS LAKE SAINT LOUIS





PROJECT CONTROLS

NO.	DESCRIPTION	NO.	DESCRIPTION
1	UTILITY PLAN	10	CONCRETE FINISH
2	PRELIMINARY SITE PLAN	11	PAVING
3	UTILITY PLAN	12	LANDSCAPE ARCHITECTURE
4	UTILITY PLAN	13	MECHANICAL
5	UTILITY PLAN	14	ELECTRICAL
6	UTILITY PLAN	15	PLUMBING
7	UTILITY PLAN	16	MECHANICAL
8	UTILITY PLAN	17	ELECTRICAL
9	UTILITY PLAN	18	PLUMBING
10	UTILITY PLAN	19	MECHANICAL
11	UTILITY PLAN	20	ELECTRICAL
12	UTILITY PLAN	21	PLUMBING
13	UTILITY PLAN	22	MECHANICAL
14	UTILITY PLAN	23	ELECTRICAL
15	UTILITY PLAN	24	PLUMBING
16	UTILITY PLAN	25	MECHANICAL
17	UTILITY PLAN	26	ELECTRICAL
18	UTILITY PLAN	27	PLUMBING
19	UTILITY PLAN	28	MECHANICAL
20	UTILITY PLAN	29	ELECTRICAL
21	UTILITY PLAN	30	PLUMBING
22	UTILITY PLAN	31	MECHANICAL
23	UTILITY PLAN	32	ELECTRICAL
24	UTILITY PLAN	33	PLUMBING
25	UTILITY PLAN	34	MECHANICAL
26	UTILITY PLAN	35	ELECTRICAL
27	UTILITY PLAN	36	PLUMBING
28	UTILITY PLAN	37	MECHANICAL
29	UTILITY PLAN	38	ELECTRICAL
30	UTILITY PLAN	39	PLUMBING
31	UTILITY PLAN	40	MECHANICAL
32	UTILITY PLAN	41	ELECTRICAL
33	UTILITY PLAN	42	PLUMBING
34	UTILITY PLAN	43	MECHANICAL
35	UTILITY PLAN	44	ELECTRICAL
36	UTILITY PLAN	45	PLUMBING
37	UTILITY PLAN	46	MECHANICAL
38	UTILITY PLAN	47	ELECTRICAL
39	UTILITY PLAN	48	PLUMBING
40	UTILITY PLAN	49	MECHANICAL
41	UTILITY PLAN	50	ELECTRICAL
42	UTILITY PLAN	51	PLUMBING
43	UTILITY PLAN	52	MECHANICAL
44	UTILITY PLAN	53	ELECTRICAL
45	UTILITY PLAN	54	PLUMBING
46	UTILITY PLAN	55	MECHANICAL
47	UTILITY PLAN	56	ELECTRICAL
48	UTILITY PLAN	57	PLUMBING
49	UTILITY PLAN	58	MECHANICAL
50	UTILITY PLAN	59	ELECTRICAL
51	UTILITY PLAN	60	PLUMBING
52	UTILITY PLAN	61	MECHANICAL
53	UTILITY PLAN	62	ELECTRICAL
54	UTILITY PLAN	63	PLUMBING
55	UTILITY PLAN	64	MECHANICAL
56	UTILITY PLAN	65	ELECTRICAL
57	UTILITY PLAN	66	PLUMBING
58	UTILITY PLAN	67	MECHANICAL
59	UTILITY PLAN	68	ELECTRICAL
60	UTILITY PLAN	69	PLUMBING
61	UTILITY PLAN	70	MECHANICAL
62	UTILITY PLAN	71	ELECTRICAL
63	UTILITY PLAN	72	PLUMBING
64	UTILITY PLAN	73	MECHANICAL
65	UTILITY PLAN	74	ELECTRICAL
66	UTILITY PLAN	75	PLUMBING
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71	UTILITY PLAN	80	ELECTRICAL
72	UTILITY PLAN	81	PLUMBING
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80	UTILITY PLAN	89	ELECTRICAL
81	UTILITY PLAN	90	PLUMBING
82	UTILITY PLAN	91	MECHANICAL
83	UTILITY PLAN	92	ELECTRICAL
84	UTILITY PLAN	93	PLUMBING
85	UTILITY PLAN	94	MECHANICAL
86	UTILITY PLAN	95	ELECTRICAL
87	UTILITY PLAN	96	PLUMBING
88	UTILITY PLAN	97	MECHANICAL
89	UTILITY PLAN	98	ELECTRICAL
90	UTILITY PLAN	99	PLUMBING
91	UTILITY PLAN	100	MECHANICAL

PLANNING INFORMATION

DATE: 01/11/2011
 TIME: 10:00 AM
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 PROJECT NO.: 11-001
 SHEET NO.: 11-001-01

SCALE: 1/8" = 1'-0"

DATE: 01/11/2011
 TIME: 10:00 AM
 DRAWN BY: J. W. BROWN
 CHECKED BY: J. W. BROWN
 PROJECT NO.: 11-001
 SHEET NO.: 11-001-01

NOTES

1. THE SHOPPING CENTER IS TO BE DEVELOPED IN PHASES A, B, C, D, AND E. PHASE A IS THE FIRST PHASE TO BE DEVELOPED.

2. THE SHOPPING CENTER IS TO BE DEVELOPED IN PHASES A, B, C, D, AND E. PHASE A IS THE FIRST PHASE TO BE DEVELOPED.

3. THE SHOPPING CENTER IS TO BE DEVELOPED IN PHASES A, B, C, D, AND E. PHASE A IS THE FIRST PHASE TO BE DEVELOPED.

4. THE SHOPPING CENTER IS TO BE DEVELOPED IN PHASES A, B, C, D, AND E. PHASE A IS THE FIRST PHASE TO BE DEVELOPED.

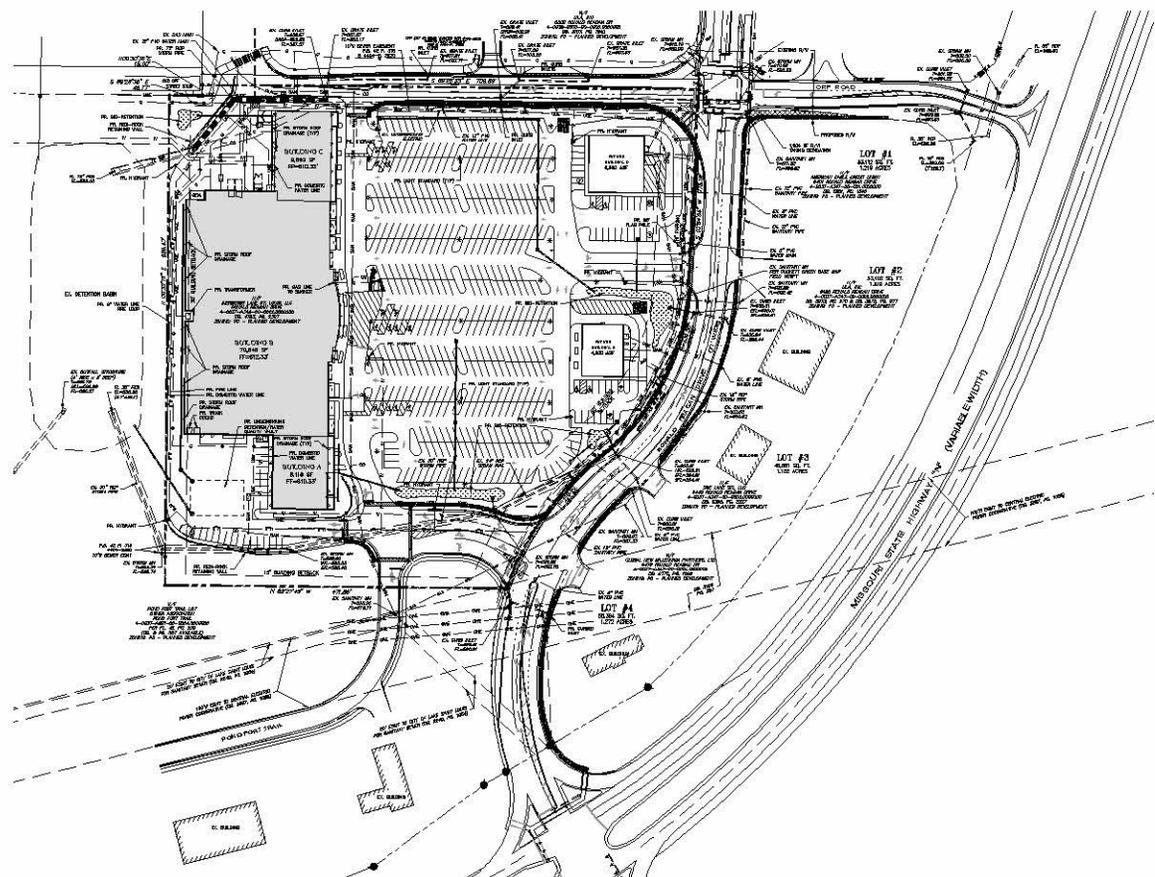
5. THE SHOPPING CENTER IS TO BE DEVELOPED IN PHASES A, B, C, D, AND E. PHASE A IS THE FIRST PHASE TO BE DEVELOPED.

UNIT SQUARE FOOT TABLE

NO.	DESCRIPTION	AREA (SQ. FT.)	VOLUME (CU. YD.)	WEIGHT (TONS)
1	CONCRETE	10,000	1,000	100
2	ASPHALT	5,000	500	50
3	PAVING	10,000	1,000	100
4	LANDSCAPE	10,000	1,000	100
5	MECHANICAL	10,000	1,000	100
6	ELECTRICAL	10,000	1,000	100
7	PLUMBING	10,000	1,000	100
8	MECHANICAL	10,000	1,000	100
9	ELECTRICAL	10,000	1,000	100
10	PLUMBING	10,000	1,000	100
11	MECHANICAL	10,000	1,000	100
12	ELECTRICAL	10,000	1,000	100
13	PLUMBING	10,000	1,000	100
14	MECHANICAL	10,000	1,000	100
15	ELECTRICAL	10,000	1,000	100
16	PLUMBING	10,000	1,000	100
17	MECHANICAL	10,000	1,000	100
18	ELECTRICAL	10,000	1,000	100
19	PLUMBING	10,000	1,000	100
20	MECHANICAL	10,000	1,000	100
21	ELECTRICAL	10,000	1,000	100
22	PLUMBING	10,000	1,000	100
23	MECHANICAL	10,000	1,000	100
24	ELECTRICAL	10,000	1,000	100
25	PLUMBING	10,000	1,000	100
26	MECHANICAL	10,000	1,000	100
27	ELECTRICAL	10,000	1,000	100
28	PLUMBING	10,000	1,000	100
29	MECHANICAL	10,000	1,000	100
30	ELECTRICAL	10,000	1,000	100
31	PLUMBING	10,000	1,000	100
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33	ELECTRICAL	10,000	1,000	100
34	PLUMBING	10,000	1,000	100
35	MECHANICAL	10,000	1,000	100
36	ELECTRICAL	10,000	1,000	100
37	PLUMBING	10,000	1,000	100
38	MECHANICAL	10,000	1,000	100
39	ELECTRICAL	10,000	1,000	100
40	PLUMBING	10,000	1,000	100
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45	ELECTRICAL	10,000	1,000	100
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53	MECHANICAL	10,000	1,000	100
54	ELECTRICAL	10,000	1,000	100
55	PLUMBING	10,000	1,000	100
56	MECHANICAL	10,000	1,000	100
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73	PLUMBING	10,000	1,000	100
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92	MECHANICAL	10,000	1,000	100
93	ELECTRICAL	10,000	1,000	100
94	PLUMBING	10,000	1,000	100
95	MECHANICAL	10,000	1,000	100
96	ELECTRICAL	10,000	1,000	100
97	PLUMBING	10,000	1,000	100
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99	ELECTRICAL	10,000	1,000	100
100	PLUMBING	10,000	1,000	100

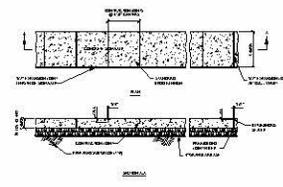
CONCRETE FINISH TABLE

NO.	DESCRIPTION	AREA (SQ. FT.)	VOLUME (CU. YD.)	WEIGHT (TONS)
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3	PAVING	10,000	1,000	100
4	LANDSCAPE	10,000	1,000	100
5	MECHANICAL	10,000	1,000	100
6	ELECTRICAL	10,000	1,000	100
7	PLUMBING	10,000	1,000	100
8	MECHANICAL	10,000	1,000	100
9	ELECTRICAL	10,000	1,000	100
10	PLUMBING	10,000	1,000	100
11	MECHANICAL	10,000	1,000	100
12	ELECTRICAL	10,000	1,000	100
13	PLUMBING	10,000	1,000	100
14	MECHANICAL	10,000	1,000	100
15	ELECTRICAL	10,000	1,000	100
16	PLUMBING	10,000	1,000	100
17	MECHANICAL	10,000	1,000	100
18	ELECTRICAL	10,000	1,000	100
19	PLUMBING	10,000	1,000	100
20	MECHANICAL	10,000	1,000	100
21	ELECTRICAL	10,000	1,000	100
22	PLUMBING	10,000	1,000	100
23	MECHANICAL	10,000	1,000	100
24	ELECTRICAL	10,000	1,000	100
25	PLUMBING	10,000	1,000	100
26	MECHANICAL	10,000	1,000	100
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28	PLUMBING	10,000	1,000	100
29	MECHANICAL	10,000	1,000	100
30	ELECTRICAL	10,000	1,000	100
31	PLUMBING	10,000	1,000	100
32	MECHANICAL	10,000	1,000	100
33	ELECTRICAL	10,000	1,000	100
34	PLUMBING	10,000	1,000	100
35	MECHANICAL	10,000	1,000	100
36	ELECTRICAL	10,000	1,000	100
37	PLUMBING	10,000	1,000	100
38	MECHANICAL	10,000	1,000	100
39	ELECTRICAL	10,000	1,000	100
40	PLUMBING			



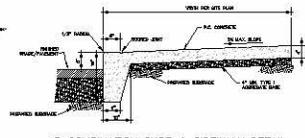
NOT FOR CONSTRUCTION
 FOR PLANNING PURPOSES ONLY

UTILITY PLAN
C2.0

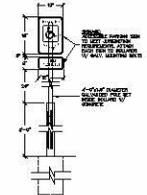


TYPICAL SLAB JOINT DETAILS

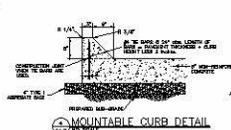
NOTES:
 1. ALL CONCRETE SHALL BE MIN. 28-MPa (4000 PSI).
 2. ALL REINFORCEMENT SHALL BE 100% WELDED WIRE FABRIC (W.W.F.) OR EQUIVALENT.
 3. ALL REINFORCEMENT SHALL BE 100% WELDED WIRE FABRIC (W.W.F.) OR EQUIVALENT.
 4. ALL REINFORCEMENT SHALL BE 100% WELDED WIRE FABRIC (W.W.F.) OR EQUIVALENT.



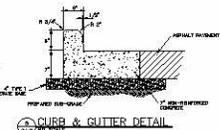
COMBINATION CURB & SIDEWALK DETAIL



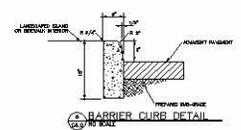
HANDICAP PARKING SIGN



MOUNTABLE CURB DETAIL

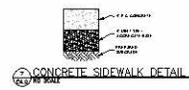


CURB & GUTTER DETAIL

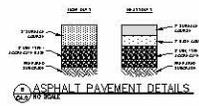


BARRIER CURB DETAIL

- NOTES:
1. ALL CONCRETE SHALL BE MIN. 28-MPa (4000 PSI).
 2. ALL REINFORCEMENT SHALL BE 100% WELDED WIRE FABRIC (W.W.F.) OR EQUIVALENT.
 3. ALL REINFORCEMENT SHALL BE 100% WELDED WIRE FABRIC (W.W.F.) OR EQUIVALENT.
 4. ALL REINFORCEMENT SHALL BE 100% WELDED WIRE FABRIC (W.W.F.) OR EQUIVALENT.



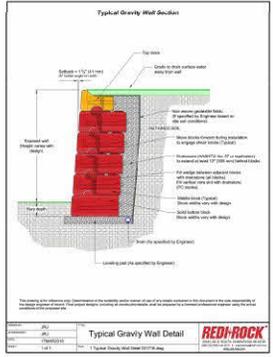
CONCRETE SIDEWALK DETAIL



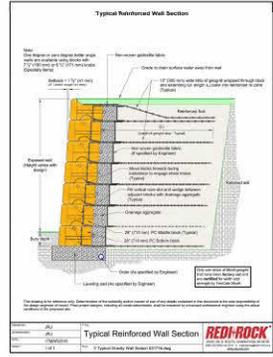
ASPHALT PAVEMENT DETAILS



CONCRETE PAVEMENT DETAIL

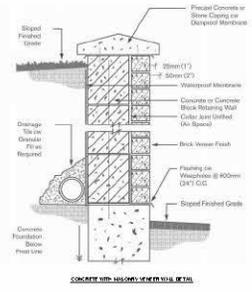


Typical Gravity Wall Detail

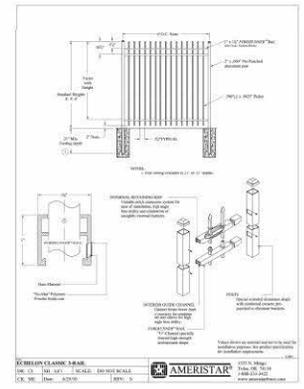


Typical Reinforced Wall Section

RETAINING WALL DETAILS



CONCRETE WITH HOLLOW CORE DETAIL

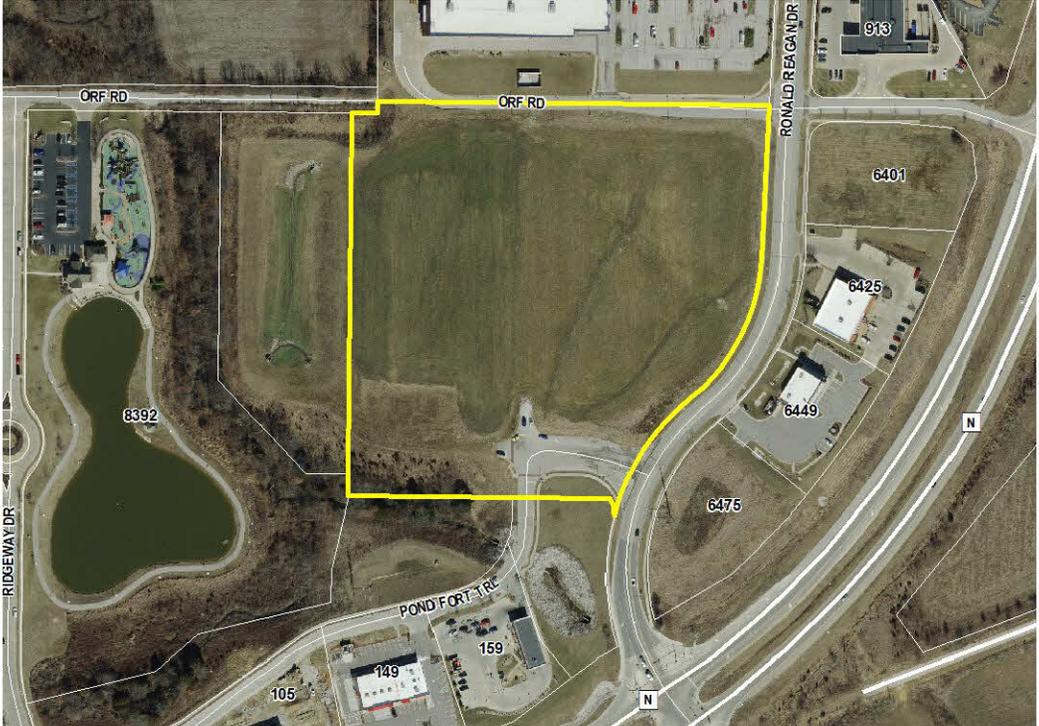


ALUMINUM FENCE DETAIL



PLANNING & ZONING COMMISSION

STAFF REPORT

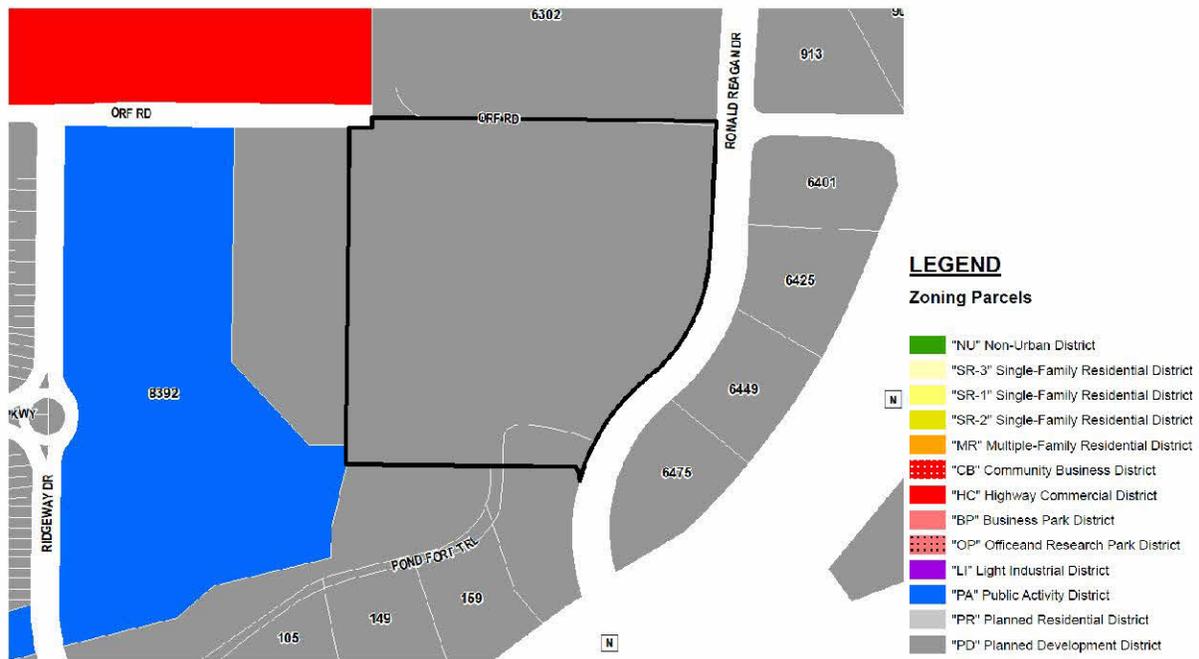
MEETING DATE	August 6, 2020
PROJECT LOCATION	<p>Southwest corner of Ronald Reagan Drive and Orf Road (Lot C1 of Hawk Ridge Village Plat 3).</p> 
PROPERTY OWNER/APPLICANT	Dierbergs Lake Saint Louis, LLC
LOT SIZE	+/- 11.11 acres
ZONING	"PD" Planned Development
APPLICATION TYPE	Zoning Amendment and Preliminary Development Plan
PROPOSAL	Construction of an 88,858 square-foot multi-tenant commercial development including a 70,848 grocery store known as Dierbergs Markets; and, amendments to the Detail to Development Standards for The Shoppes at Hawk Ridge as it relates to building setbacks and signage.
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND

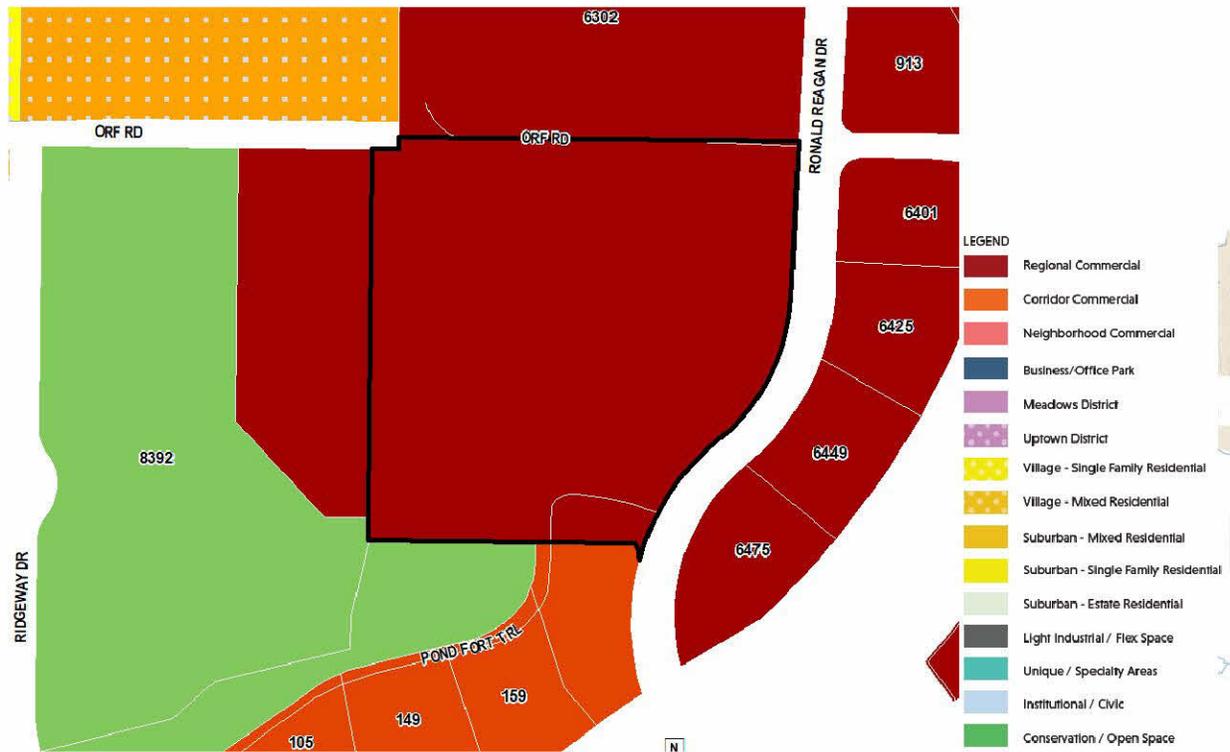
The subject property measures 11.11 acres and is located at the southwest corner of Ronald Reagan Drive and Orf Road. The site is currently vacant, and is part of The Shoppes at Hawk Ridge Planned Development District. On March 19, 2007, the Board of Aldermen approved via Ordinance 2435 a Preliminary Development Plan for the subject property which included a Dierbergs grocery store and shopping center. The approval subsequently expired.

The adjacent land uses and zoning designations are summarized in the following chart and map:

Direction	Land Use	Name/Subdivision	Zoning District
North	Commercial	Lowe's	"PD" Planned Development
South	Common Ground (detention basin)	Hawk Ridge Village	"PD" Planned Development
East	Commercial	Auto Zone, Sherwin Williams, Popeye's	"PD" Planned Development
West	Common Ground (detention basin)	Hawk Ridge Village	"PD" Planned Development



The Comprehensive Plan's Future Land Use Map designates the subject property as "Regional Commercial". Excerpts from the Comprehensive Plan are included below.



Regional Commercial

Regional Commercial are locations intended to provide retail and commercial businesses that serve a wide geographic area with a customer and employee base that extends beyond the City limits. While single uses may be applicable, typical Regional Commercial will primary have multiple businesses including retail, restaurants grocery, and office. National retailers and brands are a key feature. Regional Commercial include major employment and revenue generators that are valuable community resources. Aesthetic appearance should be a priority as Regional Commercial will attract a large number of residents and visitors.



Design Expectations

- Building, signage, streetscape, and amenity design is coordinated between sites as part of the same development.
- Logical sidewalk connections are between buildings and through parking lots.
- Layout encourages walking between businesses.
- Extensive landscaping in parking areas, near buildings, and buffer areas.
- Development should have a distinct and high aesthetic design style using quality materials such as stone, glass, and brick. Individual building should have massing variation, modulation, horizontal and vertical articulation, and architectural detailing to harmonize the scale of a building.

Details

Building Placement	■ Arrangement to help define streets, sidewalks, and public areas should be encouraged.
Building Height	■ 35 feet max. Taller structures may be allowed near I-64 or areas not impacting residential.
Density	■ 1.25 FAR. Higher densities allowed if public amenities are provided.
Parking	■ Off-Street. Shared parking between businesses. Side and rear parking should be encouraged.
Landscape	■ Extensive landscaping, including street trees along internal drives and adjacent streets.

PROJECT DESCRIPTION

The applicant proposes the construction of five commercial buildings in two phases, consisting of the following:

<i>Building</i>	<i>Use</i>	<i>Gross Square Feet</i>	<i>Phase</i>
A	Retail/service and sit down restaurant	8,118	1
B	Grocery (Dierbergs)	70,848	1
C	Retail/service	9,892	1
D	Retail/service and fast food restaurant	6,560	2
E	Fast food restaurant	4,500	2
TOTAL		99,918	

The proposed development is substantially similar to the Preliminary Development Plan approved in 2007 by Ordinance 2435. The development requires approval of a Preliminary Development Plan and is subject to the Development Standards and Detail to Development Standards for The Shoppes at Hawk Ridge.

Building Setbacks

The required setbacks for this property are 50 feet from the front property line, 15 feet from the side property lines, and 30 feet from the rear property line. The proposed building encroaches six feet into the required rear setback, and the applicant proposes to amend the Detail to Development Standards which would reduce the required rear setback from 30 feet to 24 feet (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: Developer believes that the purpose of the building setback requirement is to assure that there is sufficient “buffer” between adjoining properties, particularly when a commercial property abuts property with a less dense zoning classification. In order to provide sufficient parking and traffic circulation for our development, Developer is proposing to construct Building B (the Dierbergs store) 24’ from the western boundary (rear) of our parcel. It is important to note that the property immediately to west of (behind) Developer’s parcel is an approximately 3.25 acre parcel that is commercially zoned and is used as a shared water detention basin serving our parcel and the other neighboring commercial developments in the Shoppes of Hawk Ridge. It is reasonable to anticipate that this parcel will continue to be used as a detention basin for as long as the Shoppes of Hawk Ridge remains a commercial development. It is also important to understand that the detention basin runs the entire length (north to south) of Developer’s parcel’s western boundary and is approximately 560’ wide. As you are aware, the parcel immediately west of the detention basin parcel is owned by the City and is used as a City Park. Developer believes that the approximately 560’ wide vegetated detention basin and the City Park provide more than a than sufficient buffer between Developer’s proposed commercial development and any other reasonably anticipated use on properties located to the west (behind) of Developer’s proposed development.

Access and Circulation

Vehicular

Access to the site is proposed via three new drives: a full access drive on Ronald Reagan Drive between Orf Road and Pond Fort Trail, a full access drive on Orf Road, west of Ronald Reagan Drive, and a full access drive on Pond Fort Trail. Truck access is proposed near the end of Orf Road.

A traffic impact study was conducted to determine the number of trips that would be generated by the proposed development and evaluate the impact of those trips on operating conditions along the adjacent roadways. The study finds that in the short term, the southbound right-turn on Ronald Reagan Drive at Highway N would occasionally queue beyond the storage bay provided (1-2 times during the PM peak hour). Additionally, queues for the southbound through lane may occasionally block access to the southbound right turn lane, causing some delay for southbound right turning traffic. Such long queues are only expected during the peak 10-15 minutes of the weekday PM peak hour. These queues are not expected to back into adjacent intersections, therefore, operating conditions at Ronald Reagan Drive and Pond Fort Trail would not be impacted.

To mitigate potential traffic impacts, the study recommends, and the applicant (as applicable) has agreed to implement, the following roadway improvements:

1. At Ronald Reagan Drive and Orf Road
 - a. Install a new traffic signal;
 - b. Provide a southbound right-turn lane on Ronald Reagan Drive at Orf Road;
 - c. Construct the eastbound and westbound approaches of Orf Road with a left-turn lane and a shared through/right-turn lane; and
 - d. Provide protected plus flashing yellow arrow phasing for the left-turn movement on all approaches.
2. Provide a right-turn overlap phase for southbound Ronald Reagan Drive at Route N to minimize delays and shorten queues.
3. Minor signal timing modifications at Route N and Hawks Ridge Trail and at Route N and Ronald Reagan Drive/Sommers Road.

Bicycle and Pedestrian

Sidewalks are proposed along the perimeter of the site and will connect to the existing sidewalk network. A portion of a proposed bike path connecting Hawk Ridge Park to The Shoppes at Hawk Ridge is located on the northwest corner of the subject property.

Parking & Loading

The Shoppes at Hawk Ridge is subject to the following minimum parking requirements, as specified in the Detail to Development Standards:

- Commercial uses: 1 per 200 gross leasable square feet
- Fast food restaurants: 1 per 67 gross leasable square feet
- Sit-down restaurants: 1 per 100 gross leasable square feet

For the proposed project, 510 parking spaces are required and 485 are proposed. The proposed number of parking spaces is five percent less than required by the Detail to Development Standards. Pursuant to [Section 430.120](#) of the Municipal Code, the total number of parking spaces required may be reduced in mixed-use and commercial developments "where

same is justified to the satisfaction of the City by the parking analysis submitted by a traffic engineer or planner.”

The applicant has submitted a parking study conducted by CBB. Considering local parking demand data from other Dierbergs shopping centers, CBB estimates that the proposed development would need a parking supply between 400 and 450 parking spaces to accommodate the various land uses in the development, and that the proposed parking supply of 485 parking spaces would be adequate.

Based on the size of the building, 12 loading spaces are required and are shown on the plans.

Stormwater Management

Stormwater runoff from the site will be piped to an existing regional detention basin west of the property. The Public Works Department finds the stormwater plan acceptable.

Landscaping

The proposed landscaping complies with and/or exceeds the minimum planting requirements found in the Detail to Development Standards including interior parking lot landscaping, perimeter landscaping, and building foundation landscaping.

The applicant proposed understory trees in the parking lot instead of the required canopy trees due to a concern of the long-term health of the trees.

The City's contracted arborist has reviewed the landscape plan and is of the opinion that the landscape design and plant selection is acceptable.

Lighting

Proposed LED fixtures will be mounted onto 36-foot poles on 3-foot concrete bases. The fixtures are compatible with the type of fixture that is required by the Detail to Development Standards. The photometric plan conforms with the requirements of the Detail to Development Standards. Building lighting is subject to approval by the Development Review Board.

Building Design

The Development Review Board will consider the building's appearance to ensure conformance with the Detail to Development Standards for The Shoppes at Hawk Ridge.

Signage

Proposed Monument Signs

Sign "A" is located at the northeast corner of the site (southwest corner of Ronald Reagan Drive and Orf Road). The sign is single-sided and measures 79.3 square feet, including a 46.2 square-foot, full color electronic message board (FCEMB).

FCEMBs are not specifically addressed in the Detail to Development standards; however, the standards state that "No other signage – including temporary signs and banner signs - will be permitted except as allowed in the Lake Saint Louis Municipal Code." FCEMBs are permitted in accordance with Section 430.300.F.4 of the Municipal Code on properties zoned PD and having a use that is permitted in the HC zoning district, subject to specific requirements regarding location, size, and brightness.

Sign "B" is located at the southeast corner of the site (northwest corner of Ronald Reagan Drive and Pond Fort Trail). The sign is double-sided and measures 49.3 square feet (per side).



The proposed monument signs fail to conform with the following requirements of the Detail to Development Standards and the Municipal Code:

Standard	Regulation	Requirement	Proposed
Monument Sign - Number	Detail to Development Standards	One sign per lot (maximum)	Two signs
Monument Sign - Size	Detail to Development Standards	100 square feet maximum, total for both sides	79.3 square-feet (one sided) - Sign "A" only
Monument Sign - Design and Materials	Detail to Development Standards	Size, color, lettering, location, and arrangement shall conform to elevations shown on in the Development Standards	Alternative design and materials
Full Color Electronic Message Board - Size	Section 430.300.F.4.b	32 square feet (maximum), and may not cover more than 35% of the sign face area of the monument sign.	46.2 square feet (58% of total sign area)

Monument Sign – Number

One monument sign is permitted per lot, and the applicant proposes two monument signs. This requires an amendment to the Detail to Development Standards (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: As set forth in the answer to question 1 h. above, Developer does not intend to subdivide the approximately 11.11 acre parcel. Rather, Developer intends to develop the parcel as one, unified development to be constructed in phases. Given the size of the parcel, the multiple points of access to the development, and understanding that Developer does not intend to subdivide the parcel to create separate lots, Developer believes that one (1) monument sign will not be sufficient to identify our grocery store and the other tenants in the shopping center. Per Developer’s traffic engineering firm, CBB, approximately sixty percent (60%) of customers will be visiting the development from the north and forty percent (40%) will be visiting the development from the south.

Furthermore, given the amount of residential construction south of the development it is reasonable to assume that, in the near future, a greater percentage of customer traffic will be visiting the development from the south. It is likely that visitors coming to the development from the south would never see signage located near the Orf Road/Ronald Reagan intersection (the proposed location of Monument Sign "A"). Similarly, visitors coming to the development from the north would likely never see signage located at the Ronald Reagan/Pont Fort Trail entrance (the proposed location of Monument Sign "B").

Monument Sign – Size

The maximum permitted size for multi-tenant buildings or properties is "one hundred (100) square feet, total for both sides". In nearly all cases, monument signs are two sided and have equal sized signage on both sides. Staff interprets this requirement to mean that the maximum sign size per side is 50 feet. Sign "A" is one-sided, and measures 79.3 square-feet. This requires an amendment to the Detail to Development Standards (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: Developer proposes to locate Monument Sign "A" at the south entrance to our development at the intersection of Pont Fort Trail and Ronald Reagan Drive. Given its proposed location and orientation, Monument Sign "A" was intentionally designed as a one (1) sided sign. The total square footage of Monument Sign "A" is 79.3 SF which is 20+SF less than total amount of advertising space that would be allowed if Monument Sign "A" were two (2) sided.

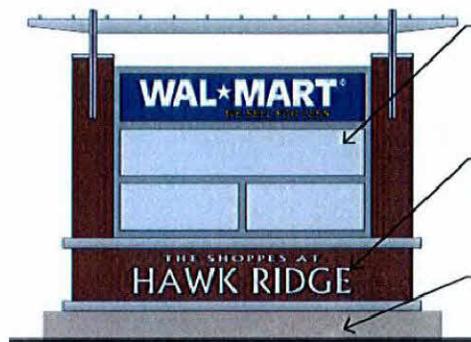
Monument Sign – Design and Materials

The proposed design and materials do not conform to the required design and materials required for The Shoppes at Hawk Ridge.



Sign "A"

Sign "B"



Required Monument Sign Design

This requires an amendment to the Detail to Development Standards (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: See Monument Sign Exhibit prepared by CD Companies (Sheet 1.1). Developer is proposing monument signage that has is architecturally harmonious with the proposed building design elements. Developer notes that other businesses in the Shoppes of Hawk Ridge have deviated from the Development Standards in an effort to match monument signage with building design elements. (See Lowe’s monument sign which “mirrors” the blue roof line on the front of its building). Developer believes that utilizing the colors and materials from the building palate on the monument signs offers a first class look and cutting-edge design that comports with community standards and is more consistent with recent developments Lake Saint Louis. Developer also believes there to be adequate separation from the original portion of the Hawk Ridge Development and Developer’s parcel such that adhering to the exact Detail to Development Standards is less important than having signage that is architecturally consistent with the proposed building designs.

Full Color Electronic Message Board - Size

Pursuant to Section 430.300.F.4.b of the Municipal Code, the maximum size for any FCEMB is 32 square feet and it may not cover more than 35 percent of the sign face area of the monument sign. The proposed FCEMB is 46.2 square feet and 58 percent of the total sign area. In accordance with Section 430.300.F.5, the Board of Aldermen may reduce or modify this requirement. According to the applicant, this requirement should be reduced for the following reasons:

Dierbergs has found EMC’s to be a very effective tool to communicate with existing and potential customers regarding daily and weekly specials, 15 hour sales, and other promotions. The technological advancement in EMC’s over the recent years have made them very attractive additions at many Dierbergs store locations with measurable positive impacts to top line sales. To date, Dierbergs has full color EMC’s at 10 supermarkets across its portfolio. The proposed EMC on Monument Sign “A” is significantly smaller (46.2 SF) than the EMC’s that Dierbergs has in other locations in surrounding municipalities in St. Charles County. Specifically, the Dierbergs locations at Wentzville Crossing in Wentzville, Missouri and Deer Creek Crossing in O’Fallon, Missouri each have EMC’s that are each approximately 120SF. It is important to Dierbergs that its newest and most innovative store in Lake Saint Louis has access to the same marketing and advertising strategies that are currently deployed in neighboring municipalities.

Full Color Electronic Message Board - Brightness

Pursuant to Section 430.300.F.4.j of the Municipal Code, the maximum brightness of FCEMBs will be determined by the Planning and Zoning Commission on a case-by-case basis considering such things as proximity to nearest residence(s), distance from roadway, traffic counts in non-daylight hours, light sources surrounding the sign, and capability of the proposed sign to distinguish and accommodate sunny and overcast days. To limit any potential impacts on adjacent properties and motorists, staff recommends that the FCEMB brightness not exceed 5,000 NIT (candela per square meter) during daylight hours and 300 NIT (candela per square meter) during non-daylight hours.

Detail to Development Standards – Amendments

The Detail to Development Standards for The Shoppes at Hawk Ridge were adopted on July 19, 2014 via Ordinance 2043. The standards apply to all lots in The Shoppes at Hawk Ridge

and Hawk Ridge Village with the exception of Hawk Ridge Village Lot B. The standards replace and/or supersede many of the requirements of the City's Municipal Code. The standards have subsequently been amended via Ordinances 2191, 2362, 2871, 3700 and 3714.

The City does not have a process by which to approve deviations from the Detail to Development Standards on a case-by-case basis; however, an applicant may propose an amendment to the standards to allow the type of development that is desired.

Staff has drafted the following amendments to the text of the Detail to Development Standards which would allow relief from the rear yard setback requirement and monument sign standards (new text is **bold and underlined**, eliminated text is ~~struck through~~):

IV. Specific Criteria

A.1. Setbacks

a. Buildings

(iii) Rear Yard: Thirty (30) feet. **The rear yard setback may be reduced by the Board of Aldermen when the rear property line abuts common ground.**

A.8 Signage

j. Monument signs for Hawk Ridge Village Plat 3 - Lot C1, shall substantially conform to the number, size, materials, and design as depicted on the Preliminary Development Plan approved via Ordinance XXXX.

CONCLUSION

Staff is of the opinion that overall, the proposed development is compatible with adjacent land uses and complies with the applicable requirements of the Municipal Code, Development Standards, and Detail to Development Standards for The Shoppes at Hawk Ridge, with the following exceptions which may be approved by the Board of Aldermen:

1. Rear building setback
2. Parking spaces
3. Parking lot tree species
4. Monument sign number, size, design and materials
5. Full Color Electronic Message Board size

STAFF RECOMMENDATION

To ***recommend approval*** of the Preliminary Development Plan to the Board of Aldermen with the following condition:

1. The brightness of the FCEMB shall not exceed 5,000 NIT (candela per square meter) during daylight hours and 300 NIT (candela per square meter) during non-daylight hours.

To ***recommend approval*** of amendments to the Detail to Development Standard for The Shoppes at Hawk Ridge to the Board of Aldermen as submitted.

MOTION

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

*"I move to ***recommend approval*** of the Preliminary Development Plan to the Board of Aldermen with the condition listed in the staff report and to ***recommend approval*** of amendments to the Detail to Development Standards for The Shoppes at Hawk Ridge to the Board of Aldermen as submitted."*

BILL NO. 4357

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE DETAIL TO DEVELOPMENT STANDARDS FOR THE SHOPPES AT HAWK RIDGE RELATED TO BUILDING SETBACKS AND MONUMENT SIGNS.

WHEREAS, the Board of Aldermen for the City of Lake Saint Louis, upon recommendation of the Planning and Zoning Commission, previously approved a Preliminary Development Plan for the Shoppes at Hawk Ridge commercial development, generally located south and west of Interstate 64, north of Missouri State Route N, and on both sides of Ronald Reagan Drive in Lake Saint Louis, which Plan included detailed building and signage design standards contained in the documents titled, "The Shoppes at Hawk Ridge Development Standards", dated July 9, 2004, and the "Detail to Development Standards", both approved by the Board of Aldermen through adoption of Ordinance No. 2043 on July 19, 2004; and,

WHEREAS, the Board of Aldermen approved subsequent amendments to the "Detail to Development Standards" via Ordinances 2191, 2362, 2871, 3700, and 3714; and

WHEREAS, Dierbergs Lake Saint Louis, LLC, applicant, has submitted an application to amend the "Detail to Development Standards"; and,

WHEREAS, subject to the required Public Hearing on August 6, 2020, the Planning and Zoning Commission of the City of Lake Saint Louis has reviewed said request and recommended that the Board of Aldermen approve the requested amendment to the "Detail to Development Standards" for the Shoppes at Hawk Ridge as submitted; and,

WHEREAS, a Public Hearing on the application was held by the Board of Aldermen on August 17, 2020 after due notice as required by law.

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

SECTION 1. That the "Detail to Development Standards" for The Shoppes at Hawk Ridge be amended as follows (additions shown in bold):

IV. Specific Criteria

A.1. Setbacks

a. Buildings

(iii) Rear Yard: Thirty (30) feet. **The rear yard setback may be reduced by the Board of Aldermen when the rear property line abuts common ground.**

A.8 Signage

j. Monument signs for Hawk Ridge Village Plat 3 - Lot C1, shall substantially conform to the number, size, materials, and design as depicted on the Preliminary Development Plan approved via Ordinance XXXX.

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

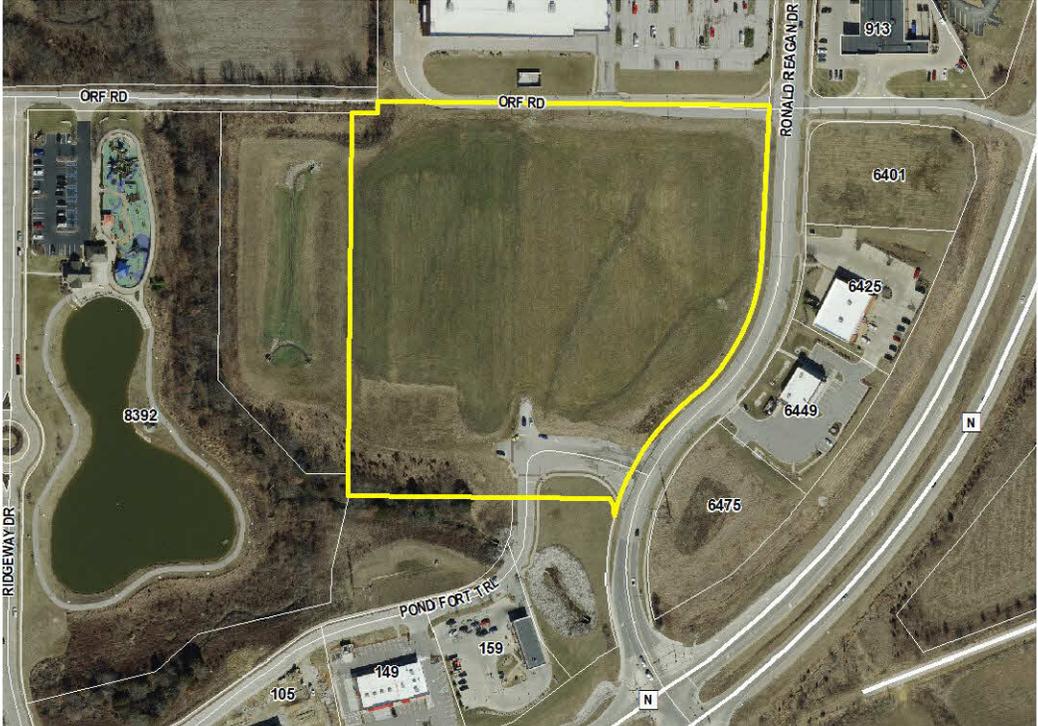
ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney



PLANNING & ZONING COMMISSION

STAFF REPORT

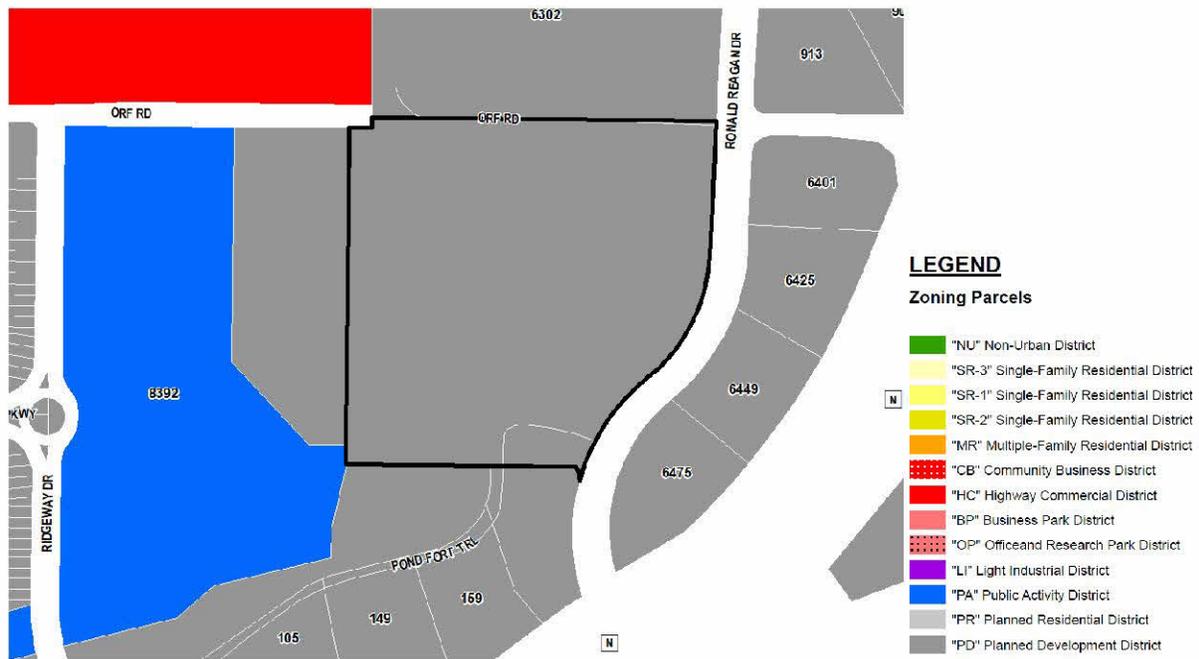
MEETING DATE	August 6, 2020
PROJECT LOCATION	<p>Southwest corner of Ronald Reagan Drive and Orf Road (Lot C1 of Hawk Ridge Village Plat 3).</p> 
PROPERTY OWNER/APPLICANT	Dierbergs Lake Saint Louis, LLC
LOT SIZE	+/- 11.11 acres
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APPLICATION TYPE	Zoning Amendment and Preliminary Development Plan
PROPOSAL	Construction of an 88,858 square-foot multi-tenant commercial development including a 70,848 grocery store known as Dierbergs Markets; and, amendments to the Detail to Development Standards for The Shoppes at Hawk Ridge as it relates to building setbacks and signage.
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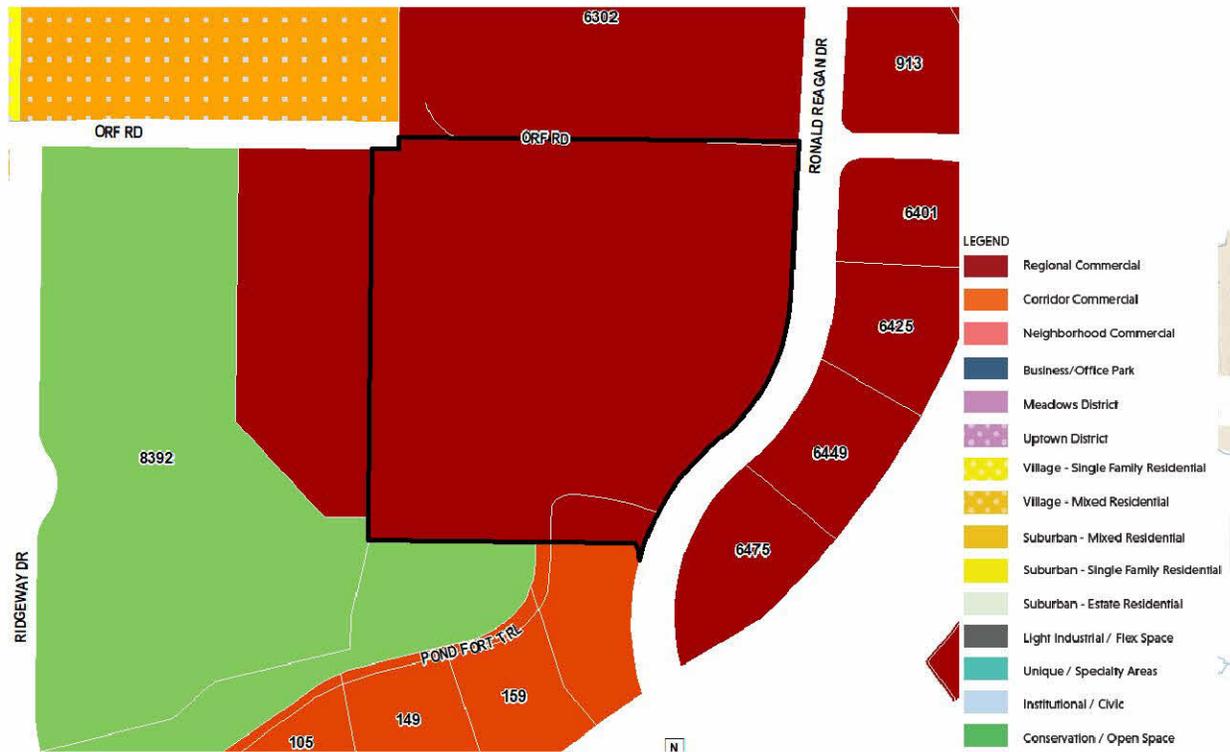
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The Comprehensive Plan's Future Land Use Map designates the subject property as "Regional Commercial". Excerpts from the Comprehensive Plan are included below.



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Building Placement	■ Arrangement to help define streets, sidewalks, and public areas should be encouraged.
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Landscape	■ Extensive landscaping, including street trees along internal drives and adjacent streets.

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D	Retail/service and fast food restaurant	6,560	2
E	Fast food restaurant	4,500	2
TOTAL		99,918	

The proposed development is substantially similar to the Preliminary Development Plan approved in 2007 by Ordinance 2435. The development requires approval of a Preliminary Development Plan and is subject to the Development Standards and Detail to Development Standards for The Shoppes at Hawk Ridge.

Building Setbacks

The required setbacks for this property are 50 feet from the front property line, 15 feet from the side property lines, and 30 feet from the rear property line. The proposed building encroaches six feet into the required rear setback, and the applicant proposes to amend the Detail to Development Standards which would reduce the required rear setback from 30 feet to 24 feet (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: Developer believes that the purpose of the building setback requirement is to assure that there is sufficient “buffer” between adjoining properties, particularly when a commercial property abuts property with a less dense zoning classification. In order to provide sufficient parking and traffic circulation for our development, Developer is proposing to construct Building B (the Dierbergs store) 24’ from the western boundary (rear) of our parcel. It is important to note that the property immediately to west of (behind) Developer’s parcel is an approximately 3.25 acre parcel that is commercially zoned and is used as a shared water detention basin serving our parcel and the other neighboring commercial developments in the Shoppes of Hawk Ridge. It is reasonable to anticipate that this parcel will continue to be used as a detention basin for as long as the Shoppes of Hawk Ridge remains a commercial development. It is also important to understand that the detention basin runs the entire length (north to south) of Developer’s parcel’s western boundary and is approximately 560’ wide. As you are aware, the parcel immediately west of the detention basin parcel is owned by the City and is used as a City Park. Developer believes that the approximately 560’ wide vegetated detention basin and the City Park provide more than a than sufficient buffer between Developer’s proposed commercial development and any other reasonably anticipated use on properties located to the west (behind) of Developer’s proposed development.

Access and Circulation

Vehicular

Access to the site is proposed via three new drives: a full access drive on Ronald Reagan Drive between Orf Road and Pond Fort Trail, a full access drive on Orf Road, west of Ronald Reagan Drive, and a full access drive on Pond Fort Trail. Truck access is proposed near the end of Orf Road.

A traffic impact study was conducted to determine the number of trips that would be generated by the proposed development and evaluate the impact of those trips on operating conditions along the adjacent roadways. The study finds that in the short term, the southbound right-turn on Ronald Reagan Drive at Highway N would occasionally queue beyond the storage bay provided (1-2 times during the PM peak hour). Additionally, queues for the southbound through lane may occasionally block access to the southbound right turn lane, causing some delay for southbound right turning traffic. Such long queues are only expected during the peak 10-15 minutes of the weekday PM peak hour. These queues are not expected to back into adjacent intersections, therefore, operating conditions at Ronald Reagan Drive and Pond Fort Trail would not be impacted.

To mitigate potential traffic impacts, the study recommends, and the applicant (as applicable) has agreed to implement, the following roadway improvements:

1. At Ronald Reagan Drive and Orf Road
 - a. Install a new traffic signal;
 - b. Provide a southbound right-turn lane on Ronald Reagan Drive at Orf Road;
 - c. Construct the eastbound and westbound approaches of Orf Road with a left-turn lane and a shared through/right-turn lane; and
 - d. Provide protected plus flashing yellow arrow phasing for the left-turn movement on all approaches.
2. Provide a right-turn overlap phase for southbound Ronald Reagan Drive at Route N to minimize delays and shorten queues.
3. Minor signal timing modifications at Route N and Hawks Ridge Trail and at Route N and Ronald Reagan Drive/Sommers Road.

Bicycle and Pedestrian

Sidewalks are proposed along the perimeter of the site and will connect to the existing sidewalk network. A portion of a proposed bike path connecting Hawk Ridge Park to The Shoppes at Hawk Ridge is located on the northwest corner of the subject property.

Parking & Loading

The Shoppes at Hawk Ridge is subject to the following minimum parking requirements, as specified in the Detail to Development Standards:

- Commercial uses: 1 per 200 gross leasable square feet
- Fast food restaurants: 1 per 67 gross leasable square feet
- Sit-down restaurants: 1 per 100 gross leasable square feet

For the proposed project, 510 parking spaces are required and 485 are proposed. The proposed number of parking spaces is five percent less than required by the Detail to Development Standards. Pursuant to [Section 430.120](#) of the Municipal Code, the total number of parking spaces required may be reduced in mixed-use and commercial developments "where

same is justified to the satisfaction of the City by the parking analysis submitted by a traffic engineer or planner.”

The applicant has submitted a parking study conducted by CBB. Considering local parking demand data from other Dierbergs shopping centers, CBB estimates that the proposed development would need a parking supply between 400 and 450 parking spaces to accommodate the various land uses in the development, and that the proposed parking supply of 485 parking spaces would be adequate.

Based on the size of the building, 12 loading spaces are required and are shown on the plans.

Stormwater Management

Stormwater runoff from the site will be piped to an existing regional detention basin west of the property. The Public Works Department finds the stormwater plan acceptable.

Landscaping

The proposed landscaping complies with and/or exceeds the minimum planting requirements found in the Detail to Development Standards including interior parking lot landscaping, perimeter landscaping, and building foundation landscaping.

The applicant proposed understory trees in the parking lot instead of the required canopy trees due to a concern of the long-term health of the trees.

The City's contracted arborist has reviewed the landscape plan and is of the opinion that the landscape design and plant selection is acceptable.

Lighting

Proposed LED fixtures will be mounted onto 36-foot poles on 3-foot concrete bases. The fixtures are compatible with the type of fixture that is required by the Detail to Development Standards. The photometric plan conforms with the requirements of the Detail to Development Standards. Building lighting is subject to approval by the Development Review Board.

Building Design

The Development Review Board will consider the building's appearance to ensure conformance with the Detail to Development Standards for The Shoppes at Hawk Ridge.

Signage

Proposed Monument Signs

Sign "A" is located at the northeast corner of the site (southwest corner of Ronald Reagan Drive and Orf Road). The sign is single-sided and measures 79.3 square feet, including a 46.2 square-foot, full color electronic message board (FCEMB).

FCEMBs are not specifically addressed in the Detail to Development standards; however, the standards state that "No other signage – including temporary signs and banner signs - will be permitted except as allowed in the Lake Saint Louis Municipal Code." FCEMBs are permitted in accordance with Section 430.300.F.4 of the Municipal Code on properties zoned PD and having a use that is permitted in the HC zoning district, subject to specific requirements regarding location, size, and brightness.

Sign "B" is located at the southeast corner of the site (northwest corner of Ronald Reagan Drive and Pond Fort Trail). The sign is double-sided and measures 49.3 square feet (per side).



The proposed monument signs fail to conform with the following requirements of the Detail to Development Standards and the Municipal Code:

Standard	Regulation	Requirement	Proposed
Monument Sign - Number	Detail to Development Standards	One sign per lot (maximum)	Two signs
Monument Sign - Size	Detail to Development Standards	100 square feet maximum, total for both sides	79.3 square-feet (one sided) - Sign "A" only
Monument Sign - Design and Materials	Detail to Development Standards	Size, color, lettering, location, and arrangement shall conform to elevations shown on in the Development Standards	Alternative design and materials
Full Color Electronic Message Board - Size	Section 430.300.F.4.b	32 square feet (maximum), and may not cover more than 35% of the sign face area of the monument sign.	46.2 square feet (58% of total sign area)

Monument Sign – Number

One monument sign is permitted per lot, and the applicant proposes two monument signs. This requires an amendment to the Detail to Development Standards (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: As set forth in the answer to question 1 h. above, Developer does not intend to subdivide the approximately 11.11 acre parcel. Rather, Developer intends to develop the parcel as one, unified development to be constructed in phases. Given the size of the parcel, the multiple points of access to the development, and understanding that Developer does not intend to subdivide the parcel to create separate lots, Developer believes that one (1) monument sign will not be sufficient to identify our grocery store and the other tenants in the shopping center. Per Developer’s traffic engineering firm, CBB, approximately sixty percent (60%) of customers will be visiting the development from the north and forty percent (40%) will be visiting the development from the south.

Furthermore, given the amount of residential construction south of the development it is reasonable to assume that, in the near future, a greater percentage of customer traffic will be visiting the development from the south. It is likely that visitors coming to the development from the south would never see signage located near the Orf Road/Ronald Reagan intersection (the proposed location of Monument Sign "A"). Similarly, visitors coming to the development from the north would likely never see signage located at the Ronald Reagan/Pont Fort Trail entrance (the proposed location of Monument Sign "B").

Monument Sign – Size

The maximum permitted size for multi-tenant buildings or properties is "one hundred (100) square feet, total for both sides". In nearly all cases, monument signs are two sided and have equal sized signage on both sides. Staff interprets this requirement to mean that the maximum sign size per side is 50 feet. Sign "A" is one-sided, and measures 79.3 square-feet. This requires an amendment to the Detail to Development Standards (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: Developer proposes to locate Monument Sign "A" at the south entrance to our development at the intersection of Pont Fort Trail and Ronald Reagan Drive. Given its proposed location and orientation, Monument Sign "A" was intentionally designed as a one (1) sided sign. The total square footage of Monument Sign "A" is 79.3 SF which is 20+SF less than total amount of advertising space that would be allowed if Monument Sign "A" were two (2) sided.

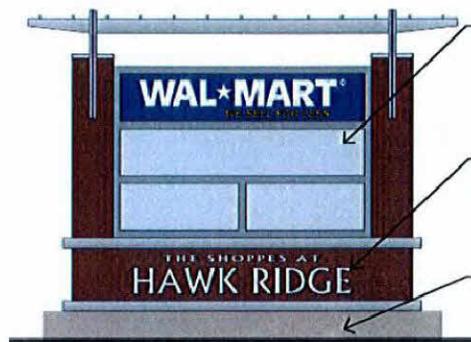
Monument Sign – Design and Materials

The proposed design and materials do not conform to the required design and materials required for The Shoppes at Hawk Ridge.



Sign "A"

Sign "B"



Required Monument Sign Design

This requires an amendment to the Detail to Development Standards (see pages 9-10). According to the applicant, this amendment should be approved for the following reasons:

Justification for amendment to Detail to Development Standard: See Monument Sign Exhibit prepared by CD Companies (Sheet 1.1). Developer is proposing monument signage that has is architecturally harmonious with the proposed building design elements. Developer notes that other businesses in the Shoppes of Hawk Ridge have deviated from the Development Standards in an effort to match monument signage with building design elements. (See Lowe’s monument sign which “mirrors” the blue roof line on the front of its building). Developer believes that utilizing the colors and materials from the building palate on the monument signs offers a first class look and cutting-edge design that comports with community standards and is more consistent with recent developments Lake Saint Louis. Developer also believes there to be adequate separation from the original portion of the Hawk Ridge Development and Developer’s parcel such that adhering to the exact Detail to Development Standards is less important than having signage that is architecturally consistent with the proposed building designs.

Full Color Electronic Message Board - Size

Pursuant to Section 430.300.F.4.b of the Municipal Code, the maximum size for any FCEMB is 32 square feet and it may not cover more than 35 percent of the sign face area of the monument sign. The proposed FCEMB is 46.2 square feet and 58 percent of the total sign area. In accordance with Section 430.300.F.5, the Board of Aldermen may reduce or modify this requirement. According to the applicant, this requirement should be reduced for the following reasons:

Dierbergs has found EMC’s to be a very effective tool to communicate with existing and potential customers regarding daily and weekly specials, 15 hour sales, and other promotions. The technological advancement in EMC’s over the recent years have made them very attractive additions at many Dierbergs store locations with measurable positive impacts to top line sales. To date, Dierbergs has full color EMC’s at 10 supermarkets across its portfolio. The proposed EMC on Monument Sign “A” is significantly smaller (46.2 SF) than the EMC’s that Dierbergs has in other locations in surrounding municipalities in St. Charles County. Specifically, the Dierbergs locations at Wentzville Crossing in Wentzville, Missouri and Deer Creek Crossing in O’Fallon, Missouri each have EMC’s that are each approximately 120SF. It is important to Dierbergs that its newest and most innovative store in Lake Saint Louis has access to the same marketing and advertising strategies that are currently deployed in neighboring municipalities.

Full Color Electronic Message Board - Brightness

Pursuant to Section 430.300.F.4.j of the Municipal Code, the maximum brightness of FCEMBs will be determined by the Planning and Zoning Commission on a case-by-case basis considering such things as proximity to nearest residence(s), distance from roadway, traffic counts in non-daylight hours, light sources surrounding the sign, and capability of the proposed sign to distinguish and accommodate sunny and overcast days. To limit any potential impacts on adjacent properties and motorists, staff recommends that the FCEMB brightness not exceed 5,000 NIT (candela per square meter) during daylight hours and 300 NIT (candela per square meter) during non-daylight hours.

Detail to Development Standards – Amendments

The Detail to Development Standards for The Shoppes at Hawk Ridge were adopted on July 19, 2014 via Ordinance 2043. The standards apply to all lots in The Shoppes at Hawk Ridge

and Hawk Ridge Village with the exception of Hawk Ridge Village Lot B. The standards replace and/or supersede many of the requirements of the City's Municipal Code. The standards have subsequently been amended via Ordinances 2191, 2362, 2871, 3700 and 3714.

The City does not have a process by which to approve deviations from the Detail to Development Standards on a case-by-case basis; however, an applicant may propose an amendment to the standards to allow the type of development that is desired.

Staff has drafted the following amendments to the text of the Detail to Development Standards which would allow relief from the rear yard setback requirement and monument sign standards (new text is **bold and underlined**, eliminated text is ~~struck through~~):

IV. Specific Criteria

A.1. Setbacks

a. Buildings

(iii) Rear Yard: Thirty (30) feet. **The rear yard setback may be reduced by the Board of Aldermen when the rear property line abuts common ground.**

A.8 Signage

j. Monument signs for Hawk Ridge Village Plat 3 - Lot C1, shall substantially conform to the number, size, materials, and design as depicted on the Preliminary Development Plan approved via Ordinance XXXX.

CONCLUSION

Staff is of the opinion that overall, the proposed development is compatible with adjacent land uses and complies with the applicable requirements of the Municipal Code, Development Standards, and Detail to Development Standards for The Shoppes at Hawk Ridge, with the following exceptions which may be approved by the Board of Aldermen:

1. Rear building setback
2. Parking spaces
3. Parking lot tree species
4. Monument sign number, size, design and materials
5. Full Color Electronic Message Board size

STAFF RECOMMENDATION

To ***recommend approval*** of the Preliminary Development Plan to the Board of Aldermen with the following condition:

1. The brightness of the FCEMB shall not exceed 5,000 NIT (candela per square meter) during daylight hours and 300 NIT (candela per square meter) during non-daylight hours.

To ***recommend approval*** of amendments to the Detail to Development Standard for The Shoppes at Hawk Ridge to the Board of Aldermen as submitted.

MOTION

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

*"I move to ***recommend approval*** of the Preliminary Development Plan to the Board of Aldermen with the condition listed in the staff report and to ***recommend approval*** of amendments to the Detail to Development Standards for The Shoppes at Hawk Ridge to the Board of Aldermen as submitted."*

AN ORDINANCE AUTHORIZING THE CITY OF LAKE SAINT LOUIS, MISSOURI, TO ENTER INTO AN ESCROW AGREEMENT RELATED TO THE DEFEASANCE AND REDEMPTION OF CERTAIN BONDS OF THE CITY; AUTHORIZING THE DEFEASANCE AND REDEMPTION OF CERTAIN BONDS OF THE CITY IN ADVANCE OF THE STATED MATURITY THEREOF AND PAYMENT OF CERTAIN COSTS OF SUCH DEFEASANCE; AUTHORIZING AND APPROVING CERTAIN OTHER DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE DEFEASANCE AND REDEMPTION OF THE BONDS.

WHEREAS, the City of Lake Saint Louis, Missouri (the “City”) is a fourth-class city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City previously authorized the issuance of its General Obligation Refunding Bonds, Series 2014, in the original principal amount of \$8,655,000 (the “Series 2014 Bonds”); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the City to provide for the defeasance of a portion of the outstanding Series 2014 Bonds maturing in the year 2024 in the aggregate principal amount of \$550,000 (the “Defeased Bonds”). The Defeased Bonds will be called for redemption on March 1, 2022 (the “Redemption Date”).

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

Section 1. Approval and Authorization of Escrow Agreement. The City is hereby authorized to enter into the Escrow Agreement between the City and UMB Bank, N.A., as Escrow Agent, in substantially the form presented to the Board of Aldermen at this meeting, a copy of which shall be filed in the records of the City.

Section 2. Defeasance of Defeased Bonds. The officers, agents and officials of the City are hereby authorized to take such actions and execute such additional documents as may be necessary to cause the defeasance of the Defeased Bonds, including the redemption of certain of the Defeased Bonds, on the Redemption Date. Stifel Nicolaus & Company, Incorporated, is hereby authorized to purchase securities, or to direct the purchase of securities by the Escrow Agent, for deposit into the Escrow Fund, including, if applicable, to subscribe for United States Government State and Local Government Series securities or United States Treasury Obligations, in an amount to sufficient to provide for the payment of the principal of and interest on the Defeased Bonds through and including the Redemption Date.

Section 3. Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Administrator, Director of Finance, and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen has enacted the valid portions without the void ones, or unless the court finds that the valid

portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 5. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 6. Further Authority. The City will, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds (including the payment of any transaction costs of the City related hereto) and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Escrow Agreement and the other documents authorized or approved hereby.

Section 7. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERMEN AND APPROVED BY THE MAYOR THIS
17TH DAY OF AUGUST, 2020.**

Mayor

(SEAL)

ATTEST:

City Clerk

ESCROW AGREEMENT

between the

CITY OF LAKE SAINT LOUIS, MISSOURI

and

**UMB BANK, N.A.,
as Escrow Agent**

Dated as of September 1, 2020

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of September 1, 2020, between the CITY OF LAKE SAINT LOUIS, MISSOURI, a city of the fourth class organized and existing pursuant to the laws of the State of Missouri (the “City”), and UMB BANK, N.A., a national banking association having a corporate trust office located in St. Louis, Missouri, in its capacity as escrow agent hereunder (the “Escrow Agent”);

WITNESSETH:

WHEREAS, the City has previously issued its General Obligation Refunding Bonds, Series 2014, in the original principal amount of \$8,655,000 (the “Series 2014 Bonds”), pursuant to an ordinance of the City (the “2014 Ordinance”) and desires to defease portions of the Series 2014 Bonds maturing in the year 2024 in the aggregate principal amount of \$550,000 (the “Defeased Bonds”); and

WHEREAS, the Defeased Bonds are payable and/or shall be redeemed on the date (the “Payment Date”) set forth on Exhibit B hereto; and

WHEREAS, the City proposes to prepay the principal of and interest on the Defeased Bonds by depositing or causing to be deposited with the Escrow Agent certain sums to purchase the Government Obligations (as defined herein) that are listed on Exhibit A attached hereto (the “Escrow Securities”) and to provide beginning cash, all to be held in trust and applied as herein set forth; and

WHEREAS, Robert Thomas, CPA, LLC, Shawnee Mission, Kansas, has certified that said beginning cash and the principal of and interest on the Escrow Securities when due will, without reinvestment, timely provide sufficient moneys to pay the principal of and interest on the Defeased Bonds as the same become due through and including the redemption date of March 1, 2022;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Definitions. In addition to the terms defined in the 2014 Ordinance and elsewhere herein, the following terms used in this Escrow Agreement shall have the following meanings, unless the context or use indicates another or different meaning:

“2014 Ordinance” means the Ordinance of the City authorizing the issuance of the Series 2014 Bonds.

“City” means the City of Lake Saint Louis, Missouri, a city of the fourth class existing pursuant to the laws of the State of Missouri, and its successors.

“Escrow Account” means the City of Lake Saint Louis, Missouri Series 2014 Bonds Escrow Account created by Section 3 of this Escrow Agreement.

“Escrow Agent” means UMB Bank, N.A., St. Louis, Missouri, its successor or successors and any other corporation or trust company that at any time may be substituted in its place pursuant to, and at the time serving as the escrow agent under, this Escrow Agreement.

“Escrow Agreement” means this Escrow Agreement.

“Escrow Securities” means the Government Obligations listed on Exhibit A attached hereto and any Substitute Escrow Securities.

“Government Obligations” means direct noncallable obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of Treasury).

“Paying Agent” means UMB Bank, N.A., as successor-in-interest to Commerce Bank when acting in that capacity under the 2014 Ordinance.

“Payment Date” means the dates set forth on Exhibit B hereto,

“Series 2014 Bonds” has the meaning set forth in the recitals hereto.

“Special Tax Counsel” means Armstrong Teasdale LLP or another firm of attorneys nationally recognized on the subject of municipal bonds.

“Substitute Escrow Securities” means Government Obligations that have been acquired by the Escrow Agent and substituted for Escrow Securities in accordance with Section 8 of this Escrow Agreement.

Section 2. The 2014 Ordinance. Reference herein to or citation herein of any provision of the 2014 Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if such provision thereof were fully set forth herein.

Section 3. Creation of the Escrow Account and Costs of Transaction Fund. There is hereby created and established with the Escrow Agent a special and irrevocable trust account designated “City of Lake Saint Louis, Missouri Series 2014 Bonds Escrow Account” (the “Escrow Account”) and the “City of Lake Saint Louis, Missouri Series 2014 Costs of Transaction Fund” (the “Costs of Transaction Fund”) to be held in the custody of the Escrow Agent in trust under this Escrow Agreement.

Section 4. Deposits to the Escrow Account and Costs of Transaction Fund. Concurrently with the execution and delivery of this Escrow Agreement, and pursuant to the provisions of the 2014 Ordinance, the sum of \$569,109.73 shall be deposited with the Escrow Agent into the Escrow Account. \$12,146.00 shall be deposited with the Escrow Agent into the Costs of Transaction Fund. The Escrow Agent acknowledges receipt and deposit into the Escrow Account and Costs of Transaction Fund of such moneys. The Escrow Agent shall apply such moneys as follows:

(a) \$569,109.00 shall be used to purchase the Escrow Securities described on Exhibit A, which Escrow Securities shall be delivered to and deposited in the Escrow Account.

(b) \$0.73 shall be deposited and held uninvested in the Escrow Account as a beginning cash balance.

(c) \$12,146.00 from the Costs of Transaction Fund shall be paid in accordance with the requisition provided to the Escrow Agent. Any amounts remaining in the Costs of Transaction Fund on November 1, 2020 that are not needed to pay any remaining costs of the transaction, shall be transferred by the Escrow Agent to the City for deposit into the City’s debt service fund.

Section 5. Report of Certified Public Accountants. According to the report of Robert Thomas, CPA, LLC, Shawnee Mission, Kansas, certified public accountants, the Escrow Securities will mature as to principal and interest in such amount and at such times as will, without reinvestment, insure the availability of sufficient monies, together with such beginning cash, to pay the principal of and interest on the Defeased Bonds as the same become due on the Payment Date, and the applicable Prepayment Price, if any, on such Payment Date and in such amounts being set out on **Exhibit B** attached hereto.

Section 6. Creation of Lien. The escrow created hereby shall be irrevocable. The registered owners of the Defeased Bonds are hereby granted an express lien on the Escrow Securities and cash in the Escrow Account and all earnings thereon until used and applied in accordance with this Escrow Agreement. The matured principal of and earnings on the Escrow Securities and any cash in the Escrow Account are irrevocably pledged and appropriated to the principal of and interest on the Defeased Bonds as set forth on **Exhibit B** and are held in trust under this Escrow Agreement for the benefit of the registered owners of the Defeased Bonds. The matured principal of and earnings on the Escrow Securities and the cash in the Escrow Account shall be applied solely as provided in this Escrow Agreement.

Section 7. Application of Escrow Securities and Cash in the Escrow Account.

(a) Except as otherwise expressly provided in this Section, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to sell, transfer or otherwise dispose of the Escrow Securities.

(b) On or prior to each Payment Date the Escrow Agent shall withdraw from the matured principal of and interest income on the Escrow Securities and the cash in the Escrow Account such amount as is equal to the principal of and interest on the Defeased Bonds becoming due and payable on such Payment Date as set out in **Exhibit B** and pay such amount to the Paying Agent for payment to the registered owners of the Defeased Bonds in accordance with the terms thereof and of the 2014 Ordinance. The liability of the Escrow Agent to make the transfers required by this subsection (b) shall be limited to the cash and Escrow Securities in the Escrow Account.

(c) Notwithstanding any other provision of this Escrow Agreement, the City and the Escrow Agent hereby covenant that no part of the monies or funds in the Escrow Account shall be used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date the initial sale of the Series 2014 Bonds closed, would have caused any of the Series 2014 Bonds or the bonds refunded thereby to be an "arbitrage bond" under Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date the Series 2014 Bonds were issued.

(d) After all transfers required by subsection (b) above have been made and this Escrow Agreement has terminated pursuant to **Section 14**, all remaining cash and Escrow Securities in the Escrow Account shall be distributed to the City.

Section 8. Substitute Escrowed Securities.

(a) If any of the Escrowed Securities are not available for delivery on the date the Escrow Fund is funded, the Escrow Agent is directed to accept substitute securities in lieu thereof, provided (1) the substitute securities are Government Obligations, (2) the maturing principal of and interest on such substitute securities (excluding any interest after any optional call date) is equal to or greater than the maturity value of such unavailable Escrowed Securities, (3) principal of and interest on such substitute

securities is payable on or before the maturity date of the unavailable Escrowed Securities, (4) the City approves such substitution and (5) the Escrow Agent receives (A) from an independent certified public accountant, a certification to the effect that the principal of and interest on the substitute securities, together with any cash to be held in the Escrow Account, will be sufficient to pay, as the same become due at maturity or upon prepayment, all principal of and interest on the Defeased Bonds and (B) an opinion of Special Tax Counsel to the effect that the use of the substitute securities will not cause the interest on the Series 2014 Bonds or the bond refunded thereby to become included in gross income for purposes of federal income taxation. If the original Escrowed Securities become available and are tendered to the Escrow Agent by or on behalf of the City, the Escrow Agent shall accept such Escrowed Securities, shall return the substitute securities as directed by such original purchaser and shall notify Special Tax Counsel and the City of the transaction.

(b) At the written request of the City and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, request the redemption of or otherwise dispose of the Escrow Securities and to substitute therefor Substitute Escrow Securities. The Escrow Agent shall purchase such Substitute Escrow Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Escrow Securities, together with any other funds available for such purpose. Any such transaction may be effected only if (i) the substitution of the Substitute Escrow Securities for the original Escrow Securities occurs simultaneously; (ii) the Escrow Agent receives from an independent certified public accountant a certification to the effect that after such transaction (A) the principal of and interest on the Escrow Securities to be held in the Escrow Account after giving effect to such transaction (including the Substitute Escrow Securities to be acquired), together with any other cash to be held in the Escrow Account after giving effect to such transaction, will be sufficient to pay, as the same become due at maturity or upon prepayment, all principal of and interest on the Defeased Bonds that have not been paid previously, as set forth on Exhibit B, and (B) the amounts and dates of the anticipated payments from the Escrow Account to the registered owners of the Defeased Bonds will not be diminished or postponed thereby; and (iii) an opinion of Special Tax Counsel is delivered to the Escrow Agent, which opinion shall be to the effect that such transaction will not cause the Series 2014 Bonds or the bonds refunded thereby to become included in gross income for purposes of federal income taxation.

Section 9. Redemption of Certain Defeased Bonds. The City hereby gives irrevocable instructions to the Paying Agent to call the Defeased Bonds maturing on March 1, 2024 for redemption and payment on March 1, 2022, pursuant to the terms and procedures of the 2014 Ordinance, and to give notice of such redemption as shall be required thereunder.

Section 10. Liability of Escrow Agent.

(a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof. The Escrow Agent shall have no lien whatsoever on any of the Escrow Securities or cash on deposit in the Escrow Account for the payment of fees and expenses for services rendered by the Escrow Agent under this Escrow Agreement or otherwise.

(b) The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrow Securities and monies to pay the principal of and premium, if any, and interest on the Defeased Bonds. So long as the Escrow Agent applies the Escrow Securities and monies as provided herein, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to make such payments caused by such calculations. Notwithstanding the foregoing, the Escrow Agent shall not be

relieved of liability arising from and proximate to its failure to comply fully with the terms of this Escrow Agreement.

(c) In the event of the Escrow Agent's failure to account for any of the Escrow Securities or monies received by it, said Escrow Securities or cash shall be and remain property held in trust for the registered owners of the Defeased Bonds, as herein provided, and if for any reason such Escrow Securities or cash is not applied as herein provided, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required application shall be made.

Section 11. Fees and Expenses of the Escrow Agent. The aggregate amount of the costs, fees and expenses of the Escrow Agent in connection with the creation of the Escrow Account and in carrying out of any of the duties, terms or provisions of this Escrow Agreement in the amount of \$400.00 will be paid from funds on deposit in the Costs of Transaction Fund pursuant to the terms of Section 4(c).

Section 12. Resignation or Removal of Paying Agent and Escrow Agent. In the event of any resignation or removal of the Paying Agent as paying agent under the 2014 Ordinance and any appointment of a successor paying agent thereunder such successor paying agent without any further act, deed or conveyance, shall become the successor Escrow Agent fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor hereunder, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the City, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall transfer and deliver all Escrow Securities and moneys held by it to its successor and shall execute any transfer, assignment or instrument in writing necessary to so transfer said Escrow Securities and moneys and to make the principal of and interest on said Escrow Securities payable to such successor Escrow Agent. Should any other transfer, assignment or instrument in writing from the City be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent hereunder, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the City. In the event of the resignation or removal of the Escrow Agent, a pro rata portion of the amount paid to the Escrow Agent pursuant to Section 11 hereof as an administrative fee shall be paid to the City.

Section 13. Amendments to this Escrow Agreement. This Escrow Agreement is made for the benefit of the City and the registered owners from time to time of the Defeased Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such registered owners, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such registered owners, enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such registered owners and as shall not be inconsistent with the terms and provisions of this Escrow Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Escrow Agreement;
- (b) to grant to, or confer upon, the Escrow Agent for the benefit of the registered owners of the Defeased Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such registered owners or the Escrow Agent; and
- (c) to subject to this Escrow Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of Special Tax Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the registered owners of the Series 2014 Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Section 14. Termination. This Escrow Agreement shall terminate when all transfers required to be made by the Escrow Agent under the provisions hereof shall have been made.

Section 15. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 16. Successors and Assigns. All of the covenants, promises and agreements in this Escrow Agreement contained by or on behalf of the City or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 17. Governing Law. This Escrow Agreement shall be governed by the applicable laws of the State of Missouri.

Section 18. Headings. Any headings preceding the text of the several Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Escrow Agreement, nor shall they affect its meaning, construction or effect.

Section 19. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been executed the day and year first written above.

UMB BANK, N.A.,
as Escrow Agent

By _____
Printed Name: _____
Title: _____

(SEAL)

ATTEST:

Printed Name: _____
Title: _____

CITY OF LAKE SAINT LOUIS, MISSOURI

(SEAL)

By _____
Printed Name: _____
Title: _____

ATTEST:

Printed Name: _____
Title: _____

**EXHIBIT A
TO ESCROW AGREEMENT**

ESCROW SECURITIES

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Sep 2, 2020:							
	SLGS	Certificate	03/01/2021	03/01/2021	6,372	0.160%	0.160%
	SLGS	Certificate	09/01/2021	09/01/2021	6,363	0.170%	0.170%
	SLGS	Note	03/01/2022	03/01/2021	556,374	0.180%	0.180%
					569,109		

SLGS Summary

SLGS Rates File	22JUN20
Total Certificates of Indebtedness	12,735.00
Total Notes	556,374.00
	569,109.00
Total original SLGS	569,109.00

EXHIBIT B
TO ESCROW AGREEMENT

SCHEDULE OF PAYMENTS

Period Ending	Interest	Principal Redeemed	Total
03/01/2021	6,875.00		6,875.00
09/01/2021	6,875.00		6,875.00
03/01/2022	6,875.00	550,000.00	556,875.00
	20,625.00	550,000.00	570,625.00

**NOTICE OF PARTIAL REDEMPTION AND DEFEASANCE
TO THE HOLDERS OF**

**THE CITY OF LAKE SAINT LOUIS, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014
DATED AUGUST __, 2020**

NOTICE IS HEREBY GIVEN by UMB Bank, N.A., as successor-in-interest to Commerce Bank, as trustee (the "Trustee"), on behalf of The City of Lake Saint Louis, Missouri (the "City"), that the City's General Obligation Refunding Bonds, Series 2014, dated May 15, 2014, with the scheduled redemption and stated maturity date of March 1, 2024 (the "Called Bonds") specified hereinafter in the aggregate principal amount of \$550,000, have been designated for redemption, pursuant to the optional redemption provisions of the Bond Ordinance, dated as of April 21, 2014, between the City and the Trustee pursuant to which the Called Bonds were issued. The Called Bonds shall be redeemed on March 1, 2022 at a redemption price equal to 100% of the principal amount thereof, together with the interest accrued on such principal amount to, but not including the date fixed for redemption. Redemption of the Called Bonds is conditioned upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Called Bonds.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP Number</u>
March 1, 2024	\$ 550,000	2.500 %	510669 GG3

Since the Called Bonds are held under the book entry system, payment will be made directly to the registered holder. Inquiries or requests for additional information should be directed to the corporate trust office of UMB Bank, N.A., 2 South Broadway, Suite 435, St. Louis, Missouri 63102, or by telephone at (314) 612-8487. The interest due on March 1, 2022 on the Called Bonds will be payable by check or draft mailed to the registered owners thereof at their respective addresses as the same appear on the books of registry kept by the undersigned as bond registrar. Interest on the Called Bonds designated for redemption in this notice shall cease to accrue on and after March 1, 2022.

Dated: August __, 2020

UMB BANK, N.A., as bond trustee

Under the provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), the Trustee (as paying agent) may be obligated to withhold that percentage of the redemption price designated in the Act for this current year from any bondholder who has failed to furnish that paying agent with a valid taxpayer identification number or a certification that such Bondholder is not subject to backup withholding under the Act.

CUSIP numbers appearing herein are included solely for the convenience of the holders of the bonds. The Trustee is not responsible for the use of the selection of the CUSIP numbers, nor is any representation made as to the correctness of such CUSIP numbers on the bonds or as indicated in any notice of redemption.

**PAYMENT REQUEST – REQUISITION NO. 1
CITY OF LAKE SAINT LOUIS, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2014**

UMB Bank, N.A., St. Louis, Missouri (the “Escrow Agent”), as escrow agent under that certain Escrow Agreement dated September 1, 2020 (the “Escrow Agreement”), by and among the City of Lake Saint Louis, Missouri (the “City”) and the Escrow Agent, is hereby requested to pay from the Costs of Transaction Fund, the amounts payable for costs incurred or expenditures made in connection with the partial defeasance of the City’s above-referenced bonds (the “Series 2014 Bonds”). The payees, the purpose, and the amount of the disbursement requested are as set forth below.

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee</u>	<u>Purpose</u>	<u>Amount</u>
Stifel, Nicolaus & Company, Inc.	Structuring Agent Fee	\$5,000.00
Armstrong Teasdale LLP	Bond Counsel Fee	5,000.00
UMB Bank, N.A.	Escrow Agent Fee	400.00
Robert Thomas CPA, LLC	Verification Agent Fee	1,000.00
Stifel, Nicolaus & Company, Inc.	CUSIPs, miscellaneous	246.00
	Contingency	500.00
TOTAL		<u>\$12,146.00</u>

The City hereby certifies that each disbursement requested above is a cost of defeasing a portion of the Series 2014 Bonds and has been properly incurred. Based on the foregoing, Escrow Agent is hereby authorized and directed to disburse the payments as requested herein.

[remainder of page intentionally blank]

Date: September 2, 2020.

CITY OF LAKE SAINT LOUIS, MISSOURI

By:

Name:

Title:

RESOLUTION NO. 08-17-20 (1)

A RESOLUTION APPROVING A SITE PLAN ASSOCIATED WITH THE CONSTRUCTION OF AN ADULT RETIREMENT COMMUNITY CONSISTING OF 120 DWELLING UNITS IN FIVE BUILDINGS AND RELATED SITE IMPROVEMENTS LOCATED ON LOT 8 OF THE HAWK RIDGE BUSINESS PARK AND GOLF COURSE.

WHEREAS, LSL Land Company, LLC, applicant on behalf of Balam Properties, LLC, property owner, proposes construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements as detailed on the plans with a revision date of July 29, 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 Site Plan; 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 August 6, 2020 has recommended denial of the requested Site Plan; 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 August 17, 2020 to consider the request and recommendation; and

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

NOW, THEREFORE, BE IT RESOLVED 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 subject to the following conditions:

1. Where the existing trees and vegetation located along the western and northern property lines do not satisfy the minimum depth or density requirements of the required "Condition A" buffer, additional plantings will be required and shall be shown on a revised landscape plan.
2. The applicant shall pay a cash contribution in lieu of parkland dedication in the amount of \$84,000 in accordance with Section 425.460.F.2 of the Municipal Code, prior to issuance of a building permit.

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.

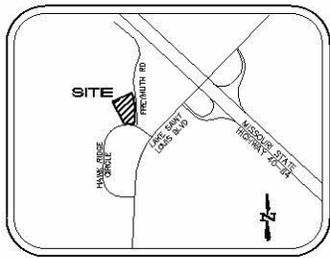
PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

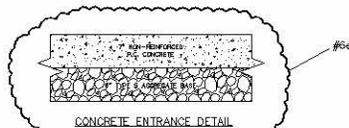
ATTEST: _____
Donna F. Daniel, City Clerk

A SITE PLAN FOR HAWK RIDGE SENIOR LIVING

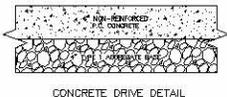
A TRACT OF LAND IN US SURVEY 825 & 1801,
SECTION 4 & 33,
TOWNSHIP 44 & 47 NORTH, RANGE 2 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
CITY OF LAKE SAINT LOUIS
ST. CHARLES COUNTY, MISSOURI



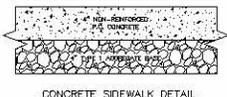
LOCATION MAP
NOT TO SCALE



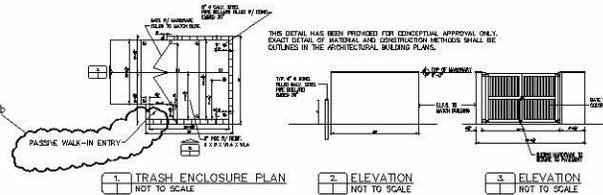
CONCRETE ENTRANCE DETAIL
NOT TO SCALE



CONCRETE DRIVE DETAIL
NOT TO SCALE



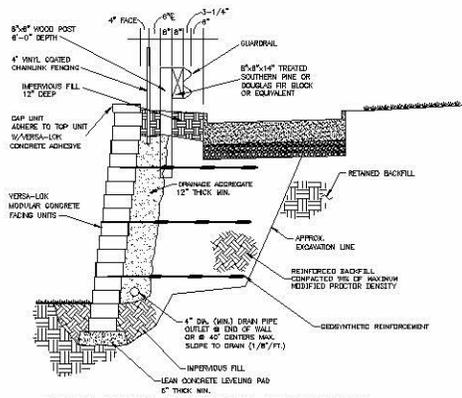
CONCRETE SIDEWALK DETAIL
NOT TO SCALE



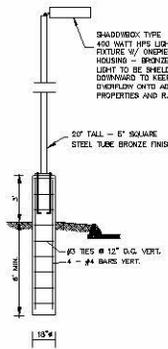
1 TRASH ENCLOSURE PLAN
NOT TO SCALE

2 ELEVATION
NOT TO SCALE

3 ELEVATION
NOT TO SCALE



TYPICAL SECTION—REINFORCED RETAINING WALL
MODULAR CONCRETE UNIT
NOT TO SCALE



LIGHT POLE & BASE
NOT TO SCALE

VEGETATION ESTABLISHMENT
For Urban Development Sites
APPENDIX A

SEEDING RATES:

PERMANENT:
Tall Fescue - 120 lbs./ac.
Smooth Stems - 10 lbs./ac. MD
Combed - 50 lbs./ac. MD

TEMPORARY:
Tall Fescue - 150 lbs./ac. (135 lbs. per 1,000 sq ft)
Smooth Stems - 120 lbs./ac. (108 lbs. per 1,000 sq ft)

SOILING RATES:
Fescue or Ryegrass - March 1 to June 1
Smooth Stems - March 1 to October 1
Tall Fescue - March 15 to November 15
Smooth Stems - March 15 to September 15

MULCH RATES:
100 lbs. per 1,000 sq. ft. (4,200 lbs. per acre)

FERTILIZER RATES:
Nitrogen - 30 lbs./ac.
Phosphate - 30 lbs./ac.
Potash - 30 lbs./ac.
Lime - 400 lbs./ac. (based on soil test evaluation of quarried rock)

* ENH = effective maintenance material as per State evaluation of quarried rock.

DEVELOPMENT NOTES:

- AREA OF TRACT: 8.57 ACRES
- CURRENT ZONING: 2ND BUSINESS PARK DISTRICT (LAKELAND-400)
- PROPOSED USE: ADULT RETIREMENT COMMUNITY (60 OR GREATER) 120 UNITS (6 BUILDINGS X 24 UNITS) BUILD HEIGHT = 40'
- AREA OF BUILDINGS: 55,300 SQ.FT.
REQUIRED BUILDING & PARKING SETBACKS FOR BP:
BUILDING: FRONT YARD - 60', SIDE YARD - 10', REAR YARD - 50'
PARKING: FRONT YARD - 25', SIDE YARD - 10', REAR YARD - 10'
ADULTING RESIDENTIAL DISTRICT SETBACK REQUIREMENT: BUILDING SETBACK OF 150', PARKING SETBACK OF 50'
INTERNAL BUILDING SETBACKS: 20' BETWEEN BUILDINGS, 15' BUILDING TO PARKING LOT, INTERNAL ACCESS ROAD OR DRIVEWAY
- THIS PROPERTY IS CURRENTLY SERVICED BY THE FOLLOWING UTILITIES:
CURVE RIVER ELECTRIC 636-441-7410
CENTURYTEL 636-333-7705
SPIRE ENERGY 314-858-5418
P.N.S.D. #2 636-261-3737
CHARTER COMMUNICATIONS 636-223-0178
- PARKING REQUIREMENTS & PROVISIONS:
1 SPACE PER 4 DWELLINGS (120 UNITS/4 = 30)
PLUS 1 GUEST SPACE PER 10 UNITS (120/10 = 12)
42 SPACES REQUIRED
PROVIDED SPACES = 144 (INCLUDING 12 HC SPACES, 3 OF WHICH WILL BE DESIGNATED "LIFT VAN ONLY" PER MISSOURI STATE STATUTES)
- LANDSCAPING REQUIREMENTS:
STREET TREES - 1 PER 40 LINEAL FEET OF STREET FRONTAGE
FRONTIUM ROAD FRONTAGE: 925/40 = 23.1 ~ 24 TREES REQUIRED
23 TREES PROVIDED
HAWK RIDGE CIRCLE FRONTAGE: 250/40 = 6.25 ~ 7 TREES REQUIRED
7 TREES PROVIDED
PARKING LOT TREES - 100 SQ.FT. OF LANDSCAPING AREA AND 1 TREE PER 7 PARKING SPACES PROVIDED.
156 PARKING SPACES / 7 = 22.28 ~ 23 TREES AND 2300 SQ.FT. REQUIRED
23 TREES AND 2500 SQ.FT. INCLUDING 44 SHRUBS PROVIDED
TOTAL TREES = 33
-BUILDING FOUNDATIONS SHALL BE LANDSCAPED AT A RATIO OF AT LEAST ONE (1) -SHRUB FOR EVERY TEN (10) FEET OF EXTERIOR WALL TO BE PROVIDED.
-50% OF EXISTING WOODLAND AREA TO BE REMOVED.
- BASES OF REBARWORK FOR THIS SURVEY ADOPTED FROM THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, 690 NORTH.
- ALL TIES SHOWN ARE PERPENDICULAR TO THE PROPERTY LINES TO WHICH THEY ARE TIED UNLESS NOTED OTHERWISE.
- ONLY ABOVE GROUND UTILITIES WHICH HAVE BEEN LOCATED ARE SHOWN ON THIS PLAN. UNDERGROUND UTILITIES HAVE BEEN SHOWN BASED ON THE RESPECTIVE UTILITY COMPANY BASE MAPS ONLY. THESE UTILITIES SHOULD BE VERIFIED BEFORE DESIGN OR CONSTRUCTION, IF ANY REBAR ON THIS PROJECT.
- ALL HYDRAULIC AND MECHANICAL UNITS SHALL BE GROUND MOUNTED AND SCREENED ON ALL SIDES FROM PUBLIC VIEW.
- SITE COVERAGE:
TOTAL ACREAGE: 8.57 ACRES
BUILDING: 1.27 ACRES (15%)
PAVEMENT: 1.08 ACRES (12%)
GREENSPACE: 6.14 ACRES (71%)
- DOWNPOUTS WILL BE PIPED TO STORM SEWER SYSTEM
- THE PRIVATE PARK IS RESTRICTED FOR RECREATIONAL PURPOSES BY RECORDED COVENANT WHICH RUNS WITH THE LAND IN FAVOR OF THE FUTURE OWNERS OF THE PROPERTY AND WHICH CAN NOT BE DELETED OR ELIMINATED WITHOUT THE CONSENT OF THE CITY. UP TO FIFTY PERCENT (50%) OF THE TOTAL PARK LAND RECREATION REQUIREMENTS OF A SUBDIVISION OR LAND DEVELOPMENT MAY BE SATISFIED BY THE ESTABLISHMENT AND IMPROVEMENT OF PRIVATE RECREATIONAL AMENITIES. THE REMAINING REQUIREMENT MUST BE SATISFIED THROUGH IN KIND CONTRIBUTIONS OF \$70,000 PER UNIT, IF NO PARK LAND IS DEDICATED THE DEVELOPER WILL MAKE A CONTRIBUTION OF \$140,000 TO SATISFY THIS REQUIREMENT.
PARK LAND CALCULATIONS (TAC. PER 1,000 POPULATION)
185 = 1,148 PEOPLE X 50 = 40,250
289 = 2,148 PEOPLE X 50 = 107,400
234.18 PEOPLE/1,000 X 7 AC. = 1,644 AC. REQUIRED

A SITE PLAN FOR
HAWK RIDGE SENIOR LIVING
48 HAWK RIDGE CIRCLE
LAKE SAINT LOUIS, ST. CHARLES COUNTY, MO



ENGINEERING
PLANNING
SURVEYING

81 Point West Blvd.
St. Charles, MO 63301
636-298-5552
FAX 636-219-1110

Res. Engineering Services, Inc.
Missouri State Certificate of Authority
Engineering #00555
Missouri State Certificate of Authority
Surveying #00044

REVISIONS

NO.	DATE	DESCRIPTION
07-22-20	07-22-20	CITY COMMENTS
07-28-20	07-28-20	CITY COMMENTS

DISCLOSURE OF RESPONSIBILITY
I hereby declare that I am the author of this site plan, and I am a duly licensed professional engineer, architect, or other professional person, and I am not providing these services as an agent or employee of another person or entity, and I am not providing these services in violation of any law or regulation, and I am not providing these services in violation of any contract or agreement, and I am not providing these services in violation of any public policy, and I am not providing these services in violation of any other law or regulation, and I am not providing these services in violation of any contract or agreement, and I am not providing these services in violation of any public policy, and I am not providing these services in violation of any other law or regulation.

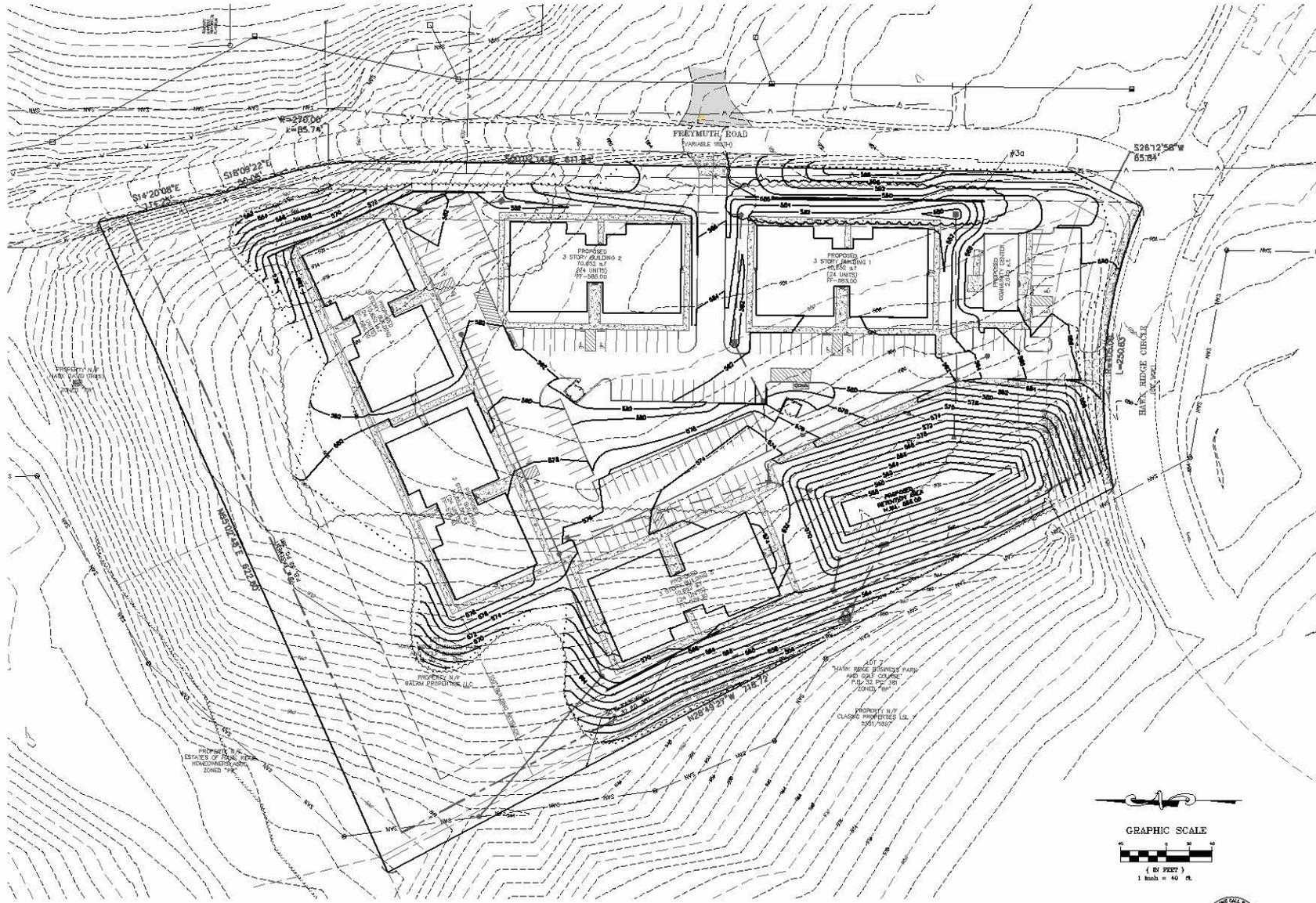
Clifford L. Helms
Civil Engineer
Expert

07-15-20
REV
20-18075
PROJECT NUMBER
18075PRE.DWG
FILE NAME
BY: JCM
DATE: 07/15/20
JCM CLH
DESIGNED CHECKED

COVER SHEET

1 OF 3

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.



A SITE PLAN FOR
HAWK RIDGE SENIOR LIVING
 HAWK RIDGE CIRCLE
 LAKE ST. LOUIS, ST. CHARLES COUNTY MO



**ENGINEERING
 PLANNING
 SURVEYING**
 221 Point West Blvd.
 St. Charles, MO 63301
 636-265-0563
 FAX 636-414-1118

Bay Engineering Company, Inc.
 Missouri State Certificate of Authority
 Engineering 650006
 Missouri State Certificate of Authority
 Surveying 470044

REVISIONS

NO.	DATE	DESCRIPTION
07-22-20		CITY COMMENTS
07-29-20		CITY COMMENTS

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 authorized by
 my seal.

Charles L. Hesterman
 Civil Engineer
 E20671

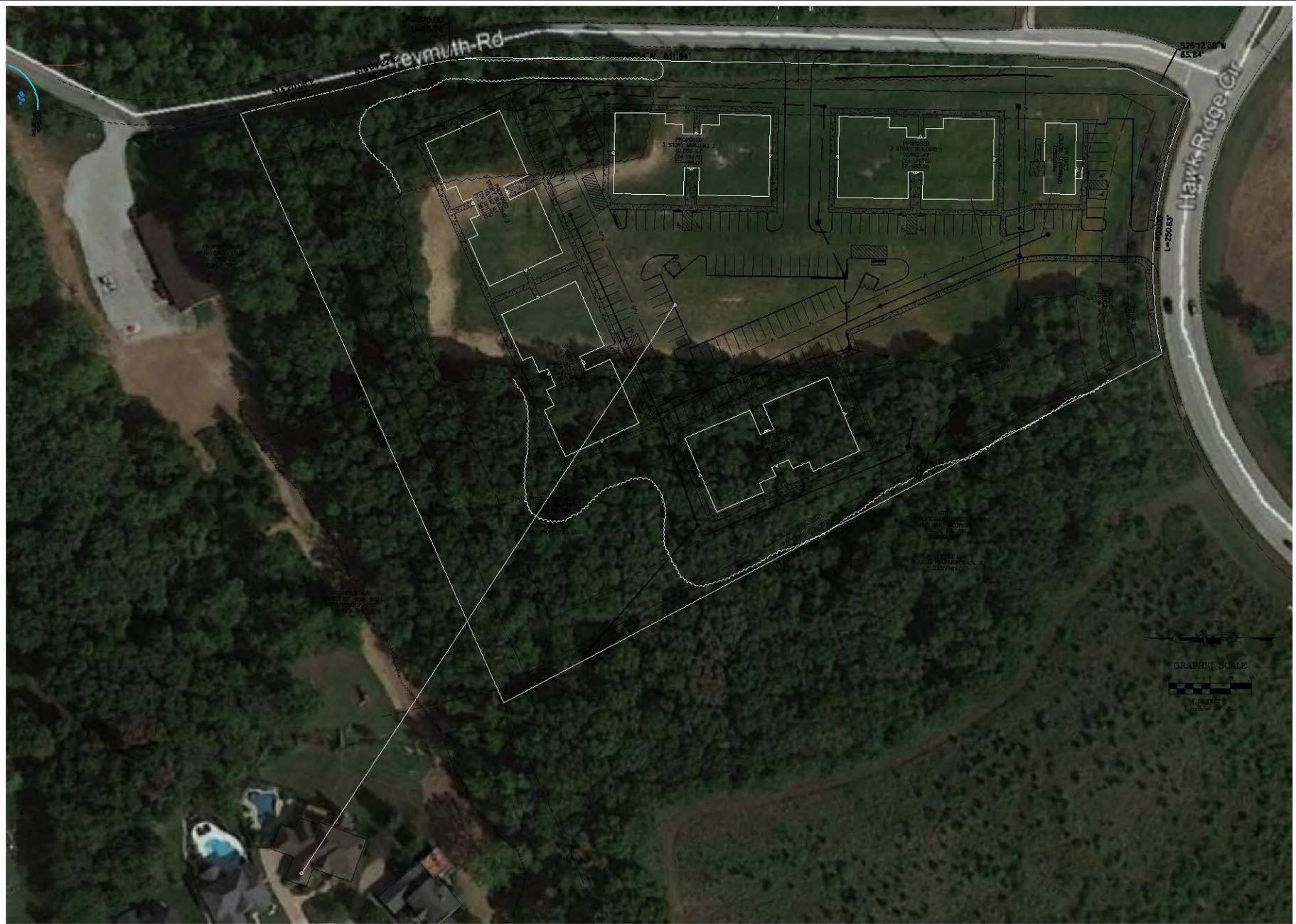
07-15-20
 DATE
 20-18075
 PROJECT NUMBER
 18075PRE.DWG
 DRAW NAME
 JCM
 DWG
 CHECKED
 JCM CLH
 DRAWN/CHECKED

GRADING
 PLAN



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

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE THEIR LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE RESPONSIBILITY OF THE LOCATION OF ALL UNDERGROUND UTILITIES, OTHER 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.



A SITE PLAN FOR
HAWK RIDGE SENIOR LIVING
 HAWKS RIDGE CIRCLE
 LAKE ST. LOUIS, ST. CHARLES COUNTY MO

PREPARED FOR:
 LUSAS ARCHITECTS, PLLC
 PROJECT NUMBER:



**ENGINEERING
 PLANNING
 SURVEYING**
 221 Felsk Veet Blvd.
 St. Charles, MO 63011
 636-265-0262
 FAX: 636-265-0188

Box Engineering Company, Inc.
 Missouri State Certificate of Authority
 Engineering 000002
 Missouri State Certificate of Authority
 Surveying 070144

REVISIONS

NO.	DATE	DESCRIPTION
07-22-20		CITY COMMENTS

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 authorized by my seal.



Oliver L. Heilmann
 Civil Engineer
 E2887

07-27-20
 DATE
 20-18075
 PROJECT NUMBER
 18075PRE.DWG
 DRAW NAME
 JCM
 DWG
 JCM CLH
 PREPARED CHECKED

SITE
 AERIAL

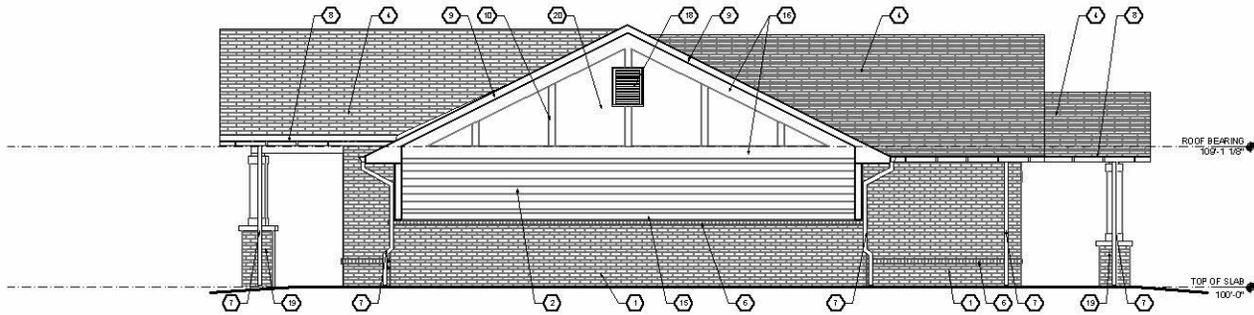
FIXTURES MOUNTED ON 20' POLE & 3' BASE
 LIGHT LEVEL CALCULATED ON THE GROUND

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
SITE	illuminance	Fc	2.20	7.3	0.5	4.40
SPILL LIGHT	illuminance	Fc	0.02	0.5	0.0	N.A.

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Lum. Watts	Total Watts	LLF	Description
	4	S1	SINGLE	234	936	0.900	PRV-XL-PA3B-740-U-SHQ
	1	S2	SINGLE	234	234	0.900	PRV-XL-PA3B-740-U-T4W
	2	S3	SINGLE	112	224	0.900	PRV-PA2A-740-U-T3
	2	S4	SINGLE	303	606	0.900	PRV-XL-PA4B-740-U-T4W-HSS

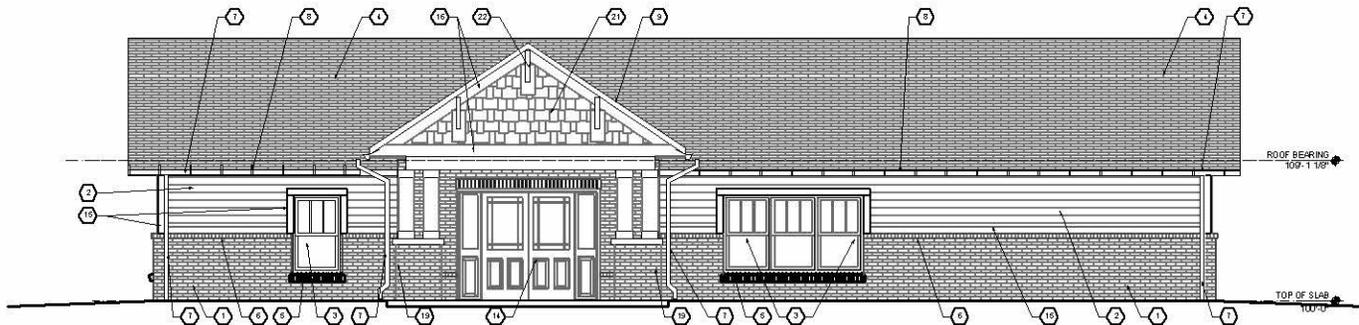
DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
 ANY CHANGES TO YOUR PLANS (SIZE, TYPE OR LOCATION, AIR INTAKE, AIR FLOW, ALL)
 SYSTEMS, OR CONDITIONS, THAT AFFECT ANY OF THE SPECIFICALLY MENTIONED DATA
 VALID CURRENT LAYOUT AND REQUIRE CHANGE REQUEST AND RECALCULATION.





2 CLUBHOUSE BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



1 CLUBHOUSE BUILDING ELEVATION

SCALE: 1/8" = 1'-0"



KEYED ELEVATION NOTES:

- 1 BRICK VENEER PER SPECIFICATIONS.
- 2 FIBER CEMENT LAP SIDING PER SPECIFICATIONS.
- 3 VINYL WINDOW PER SPECIFICATIONS.
- 4 DIMENSIONAL SHINGLE ON 15# FELT ON EXTERIOR SHEATHING PER SPECIFICATIONS.
- 5 BRICK ROWLOCK SILL.
- 6 BRICK ROWLOCK COURSE.
- 7 PRE-FINISHED ALUMINUM GUTTER AND DOWNSPOUT.
- 8 PRE-FINISHED ALUMINUM WRAPPED FASCIA.
- 9 PRE-FINISHED ALUMINUM WRAPPED RAKE BOARD.
- 10 4" TRIM BOARD.
- 11 BRICK SOLDIER COURSE.
- 12 LOMANCO 135 ROOF JACK OR EQUAL.
- 13 PRE-FINISHED ALUMINUM COLUMN.
- 14 DOOR PER SCHEDULE.
- 15 6" TRIM BOARD.
- 16 10" TRIM BOARD.
- 17 42" HIGH VINYL HANDRAIL W/ VINYL SPINDLES @ 5" O.C. MAX. (4" MAX. BETWEEN).
- 18 PRE-FINISHED WEATHERPROOF LOUVER WITH DECORATIVE TRIM AND BIRD SCREEN PER SPEC.
- 19 FIBER CEMENT CLAD COLUMN W/ BRICK BASE.
- 20 FIBER CEMENT PANEL "SMOOTH" FINISH.
- 21 FIBER CEMENT "SHAKE" PANEL.
- 22 FYPON BRACKET.

DEVELOPER 7/20/20

HAWK RIDGE SENIOR LIVING, LP

2461 EXECUTIVE DRIVE, SUITE 203 ST CHARLES, MO 63303

HAWK RIDGE SENIOR LIVING

48 HAWK RIDGE CIRCLE LAKE ST. LOUIS, MISSOURI 63367

PRELIMINARY STUDIES

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2 APARTMENT BUILDING ELEVATION



1 APARTMENT BUILDING ELEVATION

DEVELOPER _____ 7/20/20
 HAWK RIDGE SENIOR
 LIVING, LP
 2451 EXECUTIVE DRIVE, SUITE 203
 ST CHARLES, MO 63305

HAWK RIDGE SENIOR LIVING
 48 HAWK RIDGE CIRCLE
 LAKE ST. LOUIS, MISSOURI 63367
PRELIMINARY STUDIES
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2

APARTMENT BUILDING ELEVATIONS



1

APARTMENT BUILDING ELEVATIONS

DEVELOPER 7/20/20

HAWK RIDGE SENIOR
LIVING, LP

2451 EXECUTIVE DRIVE, SUITE 203
ST CHARLES, MO 63305

HAWK RIDGE SENIOR LIVING

48 HAWK RIDGE CIRCLE
LAKE ST. LOUIS, MISSOURI 63367



PRELIMINARY STUDIES

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2 CLUBHOUSE BUILDING ELEVATION



1 CLUBHOUSE BUILDING ELEVATION

DEVELOPER 7/20/20

HAWK RIDGE SENIOR
LIVING, LP

2451 EXECUTIVE DRIVE, SUITE 203
ST CHARLES, MO 63305

HAWK RIDGE SENIOR LIVING

48 HAWK RIDGE CIRCLE
LAKE ST. LOUIS, MISSOURI 63367



PRELIMINARY STUDIES

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PRELIMINARY STUDIES

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PLANNING & ZONING COMMISSION

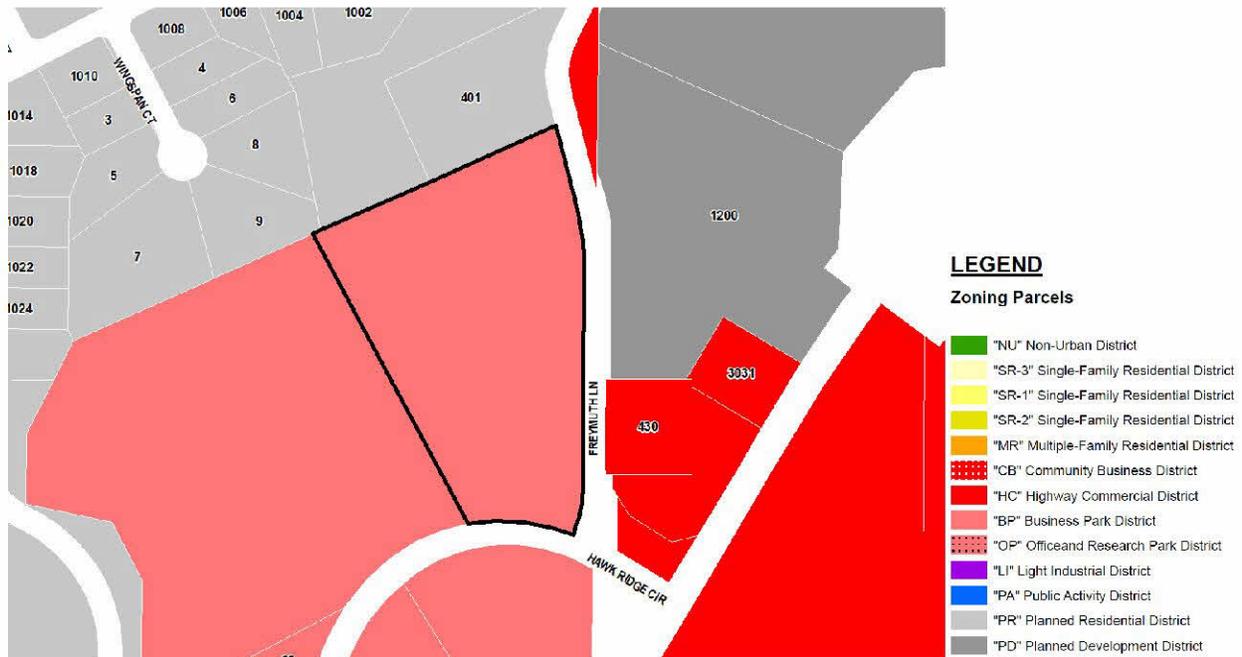
STAFF REPORT

MEETING DATE	August 6, 2020
PROJECT LOCATION	<p>Northwest corner of Freymuth Lane and Hawk Ridge Circle (Lot 8 of Hawk Ridge Business Park and Golf Course)</p>
PROPERTY OWNER	Balam Properties LLC
APPLICANT	LSL Land Company, LLC
LOT SIZE	8.37 acres
ZONING	"BP" Business Park
APPLICATION TYPE	Site Plan Review
PROPOSAL	Construction of an adult retirement community consisting of 120 dwelling units in five buildings and related site improvements.
STAFF	Louis Clayton, AICP, Director of Community Development

BACKGROUND

The subject property measures 8.37 acres and is located northwest corner of Freymuth Lane and Hawk Ridge Circle (Lot 8 of Hawk Ridge Business Park and Golf Course). The property was annexed into the city in 1990 (Ordinance 689) along with 351 acres which includes Hawk Ridge Business Park and The Heritage of Hawk Ridge Subdivision. The Hawk Ridge Business Park and Golf Course was platted in 1995. The property is currently vacant and has a zoning designation of "BP" Business Park. Adjacent land uses and zoning designations are summarized in the following chart and map:

Direction	Land Use	Name	Zoning
North	Single-Family	Estates of Hawk Ridge	"PR" Planned Residential
Northeast	Commercial (under development)	Hawk Ridge Crossing	"PD" Planned Development
Southeast	Vacant		"HC" Highway Commercial
South	Vacant	Hawk Ridge Business Park	"BP" Business Park
West	Vacant	Hawk Ridge Business Park	"BP" Business Park



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



Business / Office Park

Business / Office Park are locations that are major employment centers with architecturally distinctive office buildings grouped to create a campus-like layout. Business / Office Park locations are primarily located along Lake Saint Louis Boulevard near the I-64 interchange with the goal of creating a synergy of an office campus to complement existing development such as NISC and MTM. Extensive open space and landscaping are a key feature of Business / Office Park locations. Pedestrian and bicycle connections are to be provided for internal circulation and to provide connections to citywide networks.



Design Expectations

- Public, multi-use trail connections shall connect to adjacent sites. Trail connections shall utilize common areas or buffer areas.
- Buildings grouped to create a campus-like layout that promotes common areas such as plazas and formal open space.
- Design of buildings should be architecturally distinctive and contribute to the architectural value of the City. High quality materials such brick, stone, and glass shall be utilized. Quality of design should be visible from a distance and also up close at a pedestrian scale.
- Buildings should be set in a natural setting with extensive landscaping. Large expanse of parking should be avoided.
- Extensive buffering between adjacent uses.

Details

Building Placement	<ul style="list-style-type: none"> Grouped for campus-like layout that promotes pedestrian and bicycle connections.
Building Height	<ul style="list-style-type: none"> 65' max. Taller structures may be allowed near I-64 and areas not impacting residential.
Density	<ul style="list-style-type: none"> 2.0 FAR. Higher densities allowed if public amenities are provided.
Parking	<ul style="list-style-type: none"> Off-street. Shared parking is encouraged.
Landscape	<ul style="list-style-type: none"> Extensive landscaping, including street trees along internal drives and adjacent streets.
Other	<ul style="list-style-type: none"> 40% of the site retained for open space. Public, multi-use trail connections shall connect to adjacent sites.

PROJECT DESCRIPTION

The applicant proposes the construction of an adult retirement community (60 or older) consisting of 120 dwelling units in five buildings. Each building is three stories tall, measures 10,652 square feet, and contains six one-bedroom units and 18 two-bedroom units. A one-story, 2,040-square-foot community center is also proposed. The proposed use is a permitted use in the "BP" Business Park Zoning District and requires approval of Site Plan Review.

Dimensional Standards

The proposed development complies with the dimensional standards of the "BP" Business Park Zoning District, including height, setback and lot coverage requirements.

	Required (Section 410.680)	Proposed
Height	70 feet (maximum)	+/- 40 feet (3 stories)
Front Yard Setback	50 feet (minimum)	51 feet (Freymuth Lane), +/-80 feet (Hawk Ridge Circle)
Side Yard Setback	15 feet (minimum)	+/- 53.81 feet
Rear Yard Setback	30 feet (minimum)	+/- 151.1 feet
Site Coverage	60% (maximum)	38%

Access & Circulation

The site will have full access from both Hawk Ridge Circle and Freymuth Lane. A sidewalk is proposed along the property's frontage on Hawk Ridge Trail.

Parking

For age-restricted housing (over 60 years of age), the parking requirements are one parking space per four dwelling units plus one guest space per 10 dwelling units. Based on the number of proposed units, 42 parking spaces are required, and 144 parking spaces are proposed.

Section 430.170 of the Municipal Code states that if an applicant requests more than 150% of the minimum number of required spaces, they must present to the Planning and Zoning Commission a parking-traffic study prepared by a traffic engineer demonstrating, by clear and convincing evidence, that the expected vehicle use and parking space demand for the development will require more than 150% of the minimum number of required spaces.

The applicant has submitted a parking study conducted by GBA. Considering local parking demand data from other local senior-living apartment developments of a similar nature and nationally-accepted parking generation data available from the Institute of Traffic Engineers (ITE), GBA states that in their opinion, the proposed parking supply of 144 parking spaces is appropriate.

Based on the proposed use and gross-floor area of the building, two loading spaces are required and are shown on the plans.

Stormwater Management

Stormwater runoff from the site will be piped to a new retention area located at the southwest corner of the lot. The Public Works Department finds the stormwater plan acceptable.

Landscaping

The proposed landscaping complies with and/or exceeds the minimum planting requirements for street trees, parking lot trees and building foundation landscaping found in Section 245.030 of the Municipal Code.

The "Condition A" landscape buffer (two canopy trees, two evergreen trees, three understory trees and 20 shrubs per 100 linear feet) is required along the western and northern property lines. Where the existing trees and vegetation do not satisfy the minimum depth or density requirements of the required buffer, additional plantings will be required and shall be shown on a revised landscape plan.

The City's contracted arborist has reviewed the landscape plan and is of the opinion that the landscape design and plant selection is acceptable.

Park Land

Pursuant to [Section 425.460.F.2](#) of the Municipal Code, where a subdivision or development is too small to include an adequate park site, or when the available land is inappropriate for recreational uses, or when the City determines that the recreational needs of the residents of a proposed development would be better served through the development of land outside of a proposed project boundary, the City shall require the subdivider/developer to pay a cash contribution in lieu of the land dedication requirement. This contribution is calculated \$700 per multi-family dwelling unit. For this project, the required contribution in lieu of parkland dedication is \$84,000 (\$700 x 120 units).

Lighting

Nine single-headed pole lights are proposed along the entrance drive and parking lot. The LED fixtures will be mounted at 23 feet. The photometric plan shows that along the property lines light levels are between 0.0 foot-candles. Building lighting is subject to approval by the Development Review Board.

Building Design

The Development Review Board will review the building's proposed design and materials to ensure compatibility with adjacent buildings and compliance with applicable requirements of the Municipal Code, including Section 410.690.3, *Building Siting and Design*.

CONCLUSION

Staff is of the opinion that the proposed development complies with the applicable requirements of the Municipal Code and that the proposed development is compatible with adjacent land uses. The Comprehensive Plan does not contemplate the "Business/Office Park" land use to include residential uses; however, adult retirement communities are permitted in the "BP" Business Park Zoning District. Staff is of the opinion that the proposed development meets the spirit of the design expectations and details of the "Business/Office Park" land use in the Comprehensive Plan.

STAFF RECOMMENDATION

To *recommend approval* of the proposed Site Plan to the Board of Aldermen with the following conditions:

1. Where the existing trees and vegetation located along the western and northern property lines do not satisfy the minimum depth or density requirements of the required "Condition A" buffer, additional plantings will be required and shall be shown on a revised landscape plan.
2. The applicant shall pay a cash contribution in lieu of parkland dedication in the amount of \$84,000 in accordance with [Section 425.460.F.2](#) of the Municipal Code, prior to issuance of a building permit.

MOTION

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

"I move to recommend approval of the Site Plan to the Board of Aldermen with the conditions listed in the staff report".

August 17, 2020

SUPPLEMENTAL PACKET

The following items are submitted for your review and information:

1. Municipal Court Monthly Status and Income Reports for July 2020
2. Brochure about Pipeline Safety and Land Use Planning Information

Municipal Division Summary Reporting

11th Judicial Circuit - St. Charles County - Lake St. Louis Municipal Division

I. COURT INFORMATION

Reporting Period:		
July	2020	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
200 Civic Center Drive Lake Saint Louis, MO 63367		200 Civic Center Drive Lake Saint Louis, MO 63367
Telephone Number:		Vendor
(636) 625-1058		Incode (Tyler Technologies)
Fax Number:		
Prepared by:		Prepared by E-mail Address:
Mary Vance		mary.vance@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Dennis Chassaniol

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		25	660	456
B. Cases (citations / informations) filed		0	83	40
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	2	34	17
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	25	3
	6. dismissed by court	0	3	4
	7. nolle prosequi	0	0	1
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	2	62	25
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		23	681	471
E. Trial de Novo and / or appeal applications filed		0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	32	Does court staff process parking tickets? No	
2. # Served/withdrawn during reporting period:	32	1. # Issued during reporting period:	
3. # Outstanding at end of reporting period:	522		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$6,588.50
Clerk Fee – Excess Revenue	\$660.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$20.35
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$7,268.85
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$5,735.00
Clerk Fee – Other	\$396.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$86.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$627.44
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$12.21
Law Enforcement Training (LET) Fund surcharge	\$172.50
Domestic Violence Shelter surcharge	\$172.00
Inmate Prisoner Detainee Security Fund surcharge	\$174.50
Sheriffs' Retirement Fund (SRF) surcharge	\$261.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$100.00
Total Other Revenue	\$7,736.65
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Probation Fee	\$25.00
DWI Recoupment	\$284.00
Total Other Disbursements	\$309.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$15,314.50
Bond Refunds	\$100.00
Total Disbursements	\$15,414.50

Distribution That has Been Deposited by Court
From 07/1/2020 thru 07/31/2020

FINE	12,323.50
FINE (construction zone)	0.00
COURT COSTS	1,056.00
BOND FORFEITURES	100.00
PROBATION FEE	25.00
POSTAGE COSTS	0.00

POLICE TRAINING (CITY)	172.50
DWI RECOUPMENT	284.00
INMATE SECURITY FUND	174.50
CRIME VICTIMS (CITY)	32.56

DOMESTIC SHELTERS	172.00
CRIME VICTIM (STATE)	627.44
POLICE TRAINING (STATE)	86.00
SHERIFF'S RETIREMENT FUND	261.00

Total:	15,314.50
--------	-----------

GREEN: GENERAL FUND	13,504.50
RED: CITY OTHER	663.56
BLACK: STATE/OTHER AGENCIES	1,146.44

8/4/2020
Mary Vance

**City of Lake Saint Louis
Court Receivable Reconciliation**

Beginning balance, 7/1/2020:

Warrant Cases	\$27,606.11
Docketed Cases	\$ 3,506.00
Total Beginning Balance	\$31,112.11

Fines/Cost Assessed during Month (plead guilty at court)	\$15,560.50
	\$46,672.61

Reductions to Receivables:

Cash	\$14,734.50
Bonds Applied	\$ 580.00
Non-Cash**	\$ 80.00
Total Reductions to Receivables	\$15,394.50

Ending Balance \$31,278.11

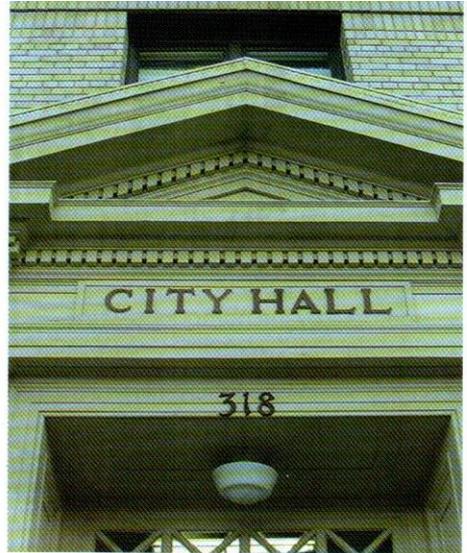
Warrant Cases	\$26,702.11
Docket Cases	\$ 5,828.50

\$32,530.61

Balance Due Report \$32,530.61

**Non-Cash: Judge gave someone credit for jail time served, waived or adjusted fines/costs, abated by death, closed as uncollectable.

MV 8/4/2020



Pipeline safety and land use planning information



Please share this important information within your office and other departments



Know what's below.
Call before you dig.

Pipelines are near you

Pipeline operators share/encourage an emphasis of **PUBLIC SAFETY** and **ENVIRONMENTAL PROTECTION** as top priorities in any pipeline emergency response.

You have received this information because the decisions you make regarding land use and property development in your jurisdiction may impact the pipelines in your area. These pipelines, operated by the companies whose fact sheets accompany this booklet, are part of the network of over 2.6 million miles of gathering, transmission, and distribution pipelines in the United States, transporting two-thirds of the energy we use each year.



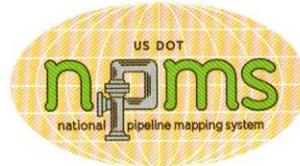
Buried Pipeline

National Pipeline Mapping System (NPMS)

The National Pipeline Mapping System (NPMS) is a geographic information system created by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry to provide information about companies and their pipelines. The NPMS web site is searchable by ZIP Code or by county and state, and can display a printable county map.

Within the NPMS, PHMSA has developed the Pipeline Integrity Management Mapping Application (PIMMA) for use by pipeline companies and federal, state, and local government officials only. The application contains sensitive pipeline infrastructure information that can be viewed via internet browsers. Access to PIMMA is limited to federal, state, and local government officials, as well as pipeline companies. PIMMA access cannot be given to any person who is not a direct employee of a government agency.

For a list of companies with pipelines in your area and their contact information, or to apply for PIMMA access, go to <https://www.npms.phmsa.dot.gov/ApplyForPIMMAAccess.aspx>. Companies that operate production facilities, gas/liquid gathering piping, and distribution piping are not represented by NPMS nor are they required to be.



What pipelines transport and what the potential hazards are

Many pipelines transport petroleum products and natural gas. Some pipelines transport other hazardous products such as chemicals, highly volatile liquids, anhydrous ammonia, or carbon dioxide. Exposure to these products can be harmful if inhaled, can cause eye and skin irritation, and/or difficulty in breathing. Fortunately, pipeline accidents are extremely rare, but they can occur. Natural gas and petroleum products are flammable, potentially hazardous, and explosive under certain conditions. Pipeline companies undertake many prevention and safety measures to ensure the integrity of their pipeline systems. You can obtain more specific information regarding pipelines and the products they carry by contacting the pipeline company directly.

How you can help keep pipelines safe

While accidents pertaining to pipeline facilities are rare, awareness of the location of the pipeline, the potential hazards, and what to do if a leak occurs can help minimize the number of accidents. A leading cause of pipeline incidents is third-party excavation damage. Pipeline companies are responsible for the safety and security of their respective pipelines. To help maintain the integrity of pipelines and their right-of-way, it is essential that pipeline and facility neighbors protect against unauthorized excavations or other destructive activities. You can help by:

- Keeping the enclosed **fact sheets** for future reference.
- Attending a pipeline safety training program in your area.
- Familiarizing yourself and your agency with the Pipelines and Informed Planning Alliance (PIPA) best practices regarding land use planning near transmission pipelines (below).
- Completing and returning the enclosed postage-paid survey.
- Report to the pipeline company localized flooding, ice dams, debris dams, and extensive bank erosion that may affect the integrity of pipeline crossings.

How to recognize the location of a pipeline

Markers are located in the pipeline right-of-way and indicate the approximate location, but not the depth, of a buried pipeline. Although not present in certain areas, these can be found at road crossings, fence lines, and street intersections. The markers display the product transported in the pipeline, the name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency.



TriView™ Marker, Dome Marker, Flat Marker, Round Marker, Aerial Marker, Casing Vent Markers.

Land use planning and transmission pipelines

The Pipelines and Informed Planning Alliance (PIPA) is a broad stakeholder initiative led and supported by the US Department of Transportation's Pipeline and Hazardous Materials Safety Administration. The goal of PIPA is to reduce risks and improve the safety of affected communities and transmission pipelines through implementation of recommended practices related to risk-informed land use and development near transmission pipelines. The PIPA recommended practices describe actions that can be taken by stakeholders when there are proposed changes in land use or new development adjacent to existing transmission pipelines.

PIPA has developed recommended practices to help in making decisions about what, where, and how to build safely near transmission pipelines. The decisions you make can impact the safety of the community surrounding the pipeline.

- Have you consulted with the pipeline company?
- Have you considered access for pipeline maintenance and emergency response?
- Is enhanced fire protection needed?
- How will excavation damage to the pipeline be prevented?

For more information, please go to <https://www.npms.phmsa.dot.gov>.



How to recognize a pipeline leak



Sight - Natural gas and Highly Volatile Liquids (HVL) are colorless and nearly invisible to the eye. Small leaks can be identified by looking for dying or discolored vegetation in a naturally green area. Hazardous liquids produce a strong sheen or film standing on a body of water.

An HVL leak may be identified by a fog-like vapor cloud in areas of high humidity. Natural gas is colorless, but blowing dirt around a pipeline area may be observed, or vapor and "ground frosting" may be visible at high pressures, regardless of temperature.

Other ways to recognize a leak may include: water bubbling up or standing in an unusual area, a mist or vapor cloud, a powerful fire or explosion with dense smoke plumes, or an area of petroleum-stained ground.

Sound - The volume of a pipeline leak can range from a quiet hissing to a loud roar, depending on the size and nature of the leak.

Smell - An unusual smell, petroleum or gaseous odor will sometimes accompany pipeline leaks. Natural gas and HVLs are colorless, tasteless and odorless unless odorants, such as Mercaptan, are added.

Most HVLs contain a slight hydro-carbon or pungent odor. Most are nontoxic; however, products such as ammonia are considered a toxic chemical and can burn the senses when it seeks out moisture (eyes, nose or lungs). If inhaled, HVLs may cause dizziness or asphyxiation without warning.



Vapor Cloud



Sheen on Water



Dead Vegetation



Bubbling Water

Call before you dig



99%* of all incidents involving injury, damage and service outages can be avoided by making a FREE CALL to 811. Your call should be made at least two to three business days prior to excavating. Examples of some activities that require a call to 811 include:

- Utility excavation
- Land development activities
- Maintenance construction activities
- Landscaping

Once your underground utilities have been marked, you will know their approximate location and can safely begin your dig, following safe excavation practices.

* CGA Dirt Report 2013

Maintaining safety and integrity of pipelines

Pipeline companies invest significant time and capital maintaining the quality and integrity of their pipeline systems. Most active pipelines are monitored 24 hours a day via manned control centers. Pipeline companies also utilize aerial surveillance and/or on-ground observers to identify potential dangers. Control center personnel continually monitor the pipeline system and assess changes in pressure and flow. They notify field personnel if there is a possibility of a leak. Automatic shut-off valves are sometimes utilized to isolate a leak. Gas transmission and hazardous liquid pipeline companies have developed supplemental hazard and assessment programs known as Integrity Management Programs (IMPs). IMPs have been implemented for areas designated as "high consequence areas" (HCAs) in accordance with federal regulations. Specific information about companies' programs may be found on their company web sites or by contacting them directly.

Responding to a pipeline emergency

First Response Call Intake Check List

The following protocol is intended to be a solid framework for call intake, but should not in any manner rescind or override agency procedures for the timing of broadcasts and messaging.

These procedures are established as recommended practices to consider with existing agency policy and procedure to ensure the most swift and accurate handling of every incident involving the release of dangerous gases and/or hazardous liquids.

All information should be simultaneously entered, as it is obtained by the telecommunicator, into an electronic format (when available) that will feed/populate any directed messages sent to emergency responders in conjunction with on-air broadcasts.

Location

Request exact location of the incident (structure addresses, street names, intersections, directional identifiers, mile posts, etc.) and obtain callback and contact information.

The following guidelines are designed to ensure the safety of those in the area if a petroleum product or natural gas pipeline leak is suspected or detected:

Secure the area around the leak to a safe distance.

Because vapors from products transported in pipelines can migrate great distances, it is important to avoid creating ignition sources in the area. Keep in mind, Highly Volatile Liquid (HVL) vapors are heavier than air and can collect in low areas such as ditches, sewers, etc. If safe, evacuating people from homes, businesses, schools, and other places of congregation, as well as controlling access to the site may be required in some incident scenarios. Sheltering in place may be the safest action if the circumstances make going outdoors dangerous.

- **Evacuate or shelter in place.** Depending on the level of chemical, natural gas, or product, and whether or not the product was released, or other variables, it may be necessary to evacuate the public or have the public shelter in place. Evacuation route and the location of the incident will determine which procedure is required, but both may be necessary. Evacuate people upwind of the incident, if necessary. Involving the pipeline company may be important in making this decision.

If the pipeline leak is **not** burning:

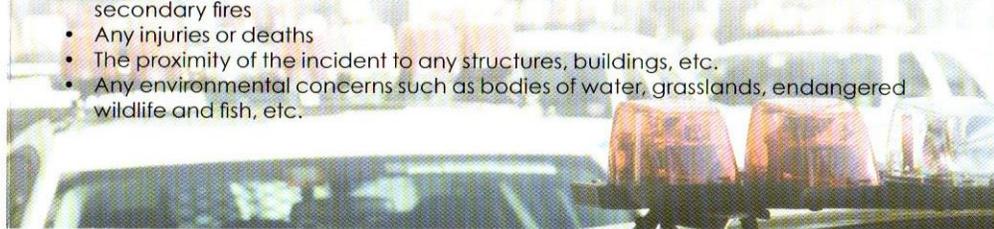
- **DO NOT** create any potential source of ignition such as an electrical switch, vehicle ignition, lighting a match, etc.
- **DO NOT** start motor vehicles or electrical equipment.
- **DO NOT** ring doorbells. Knock with your hand to avoid potential sparks from knockers.
- **DO NOT** drive into a leak or vapor cloud at any time.

If the pipeline leak **is** burning, attempt to control the spread of the fire, but:

- **DO NOT** attempt to extinguish a petroleum product or natural gas fire. When extinguished, petroleum products, gas and vapor could collect and explode if reignited by secondary fire or ignition source.
- **DO NOT** attempt to operate any pipeline valves yourself. You may inadvertently route more product to the leak or cause a secondary incident.
- **DO NOT** come into direct contact with any escaping liquid or gas.

Establish a command center. Work with pipeline representatives as you develop a plan to address the emergency. The pipeline representatives will need to know:

- Your contact information and the location of the emergency
- Size, characteristics and behavior of the incident, and if there are any primary or secondary fires
- Any injuries or deaths
- The proximity of the incident to any structures, buildings, etc.
- Any environmental concerns such as bodies of water, grasslands, endangered wildlife and fish, etc.



High consequence area identification*

Pipeline safety regulations use the concept of HCAs, to identify specific locales and areas where a release could have the most significant adverse consequences. Once identified, operators are required to devote additional focus, efforts, and analysis in HCAs to ensure the integrity of pipelines.

Releases from pipelines can adversely affect human health and safety, cause environmental degradation, and damage personal or commercial property. Consequences of inadvertent releases from pipelines can vary greatly, depending on where the release occurs, and the commodity involved in the release.

More information on HCAs in your area may be available upon request from your local pipeline operator(s).

What criteria define HCAs for pipelines?

Because potential consequences of natural gas and hazardous liquid pipeline releases differ, criteria for HCAs also differ. HCAs for natural gas transmission pipelines focus solely on populated areas. (Environmental and ecological consequences are usually minimal for releases involving natural gas.) Identification of HCAs for hazardous liquid pipelines focuses on populated areas, drinking water sources, and unusually sensitive ecological resources.

HCAs for hazardous liquid pipelines:

- Populated areas include both high population areas (called "urbanized areas" by the U.S. Census Bureau) and other populated areas (areas referred to by the Census Bureau as a "designated place").
- Drinking water sources include those supplied by surface water or wells and where a secondary source of water supply is not available. The land area in which spilled hazardous liquid could affect the water supply is also treated as an HCA.
- Unusually sensitive ecological areas include locations where critically imperiled species can be found, areas where multiple examples of federally listed threatened and endangered species are found, and areas where migratory water birds concentrate.

HCAs for natural gas transmission pipelines:

- An equation has been developed based on research and experience that estimates the distance from a potential explosion at which death, injury or significant property damage could occur. This distance is known as the "potential impact radius" (or PIR), and is used to depict potential impact circles.
- Operators must calculate the potential impact radius for all points along their pipelines and evaluate corresponding impact circles to identify what population is contained within each circle.

- Potential impact circles that contain 20 or more structures intended for human occupancy; buildings housing populations of limited mobility; buildings that would be hard to evacuate (Examples are nursing homes, schools); or buildings and outside areas occupied by more than 20 persons on a specified minimum number of days each year, are defined as HCAs.



High Consequence Area (PHMSA Fact Sheet: High Consequence Area (HCA))

* <https://primis.phmsa.dot.gov/comm/FactSheets/FSHCA.htm>

Planning, zoning, and property development

It is crucial to coordinate with pipeline companies to take the location of pipelines into consideration in land-use plans, zoning, and property-development activities. Developments can make use of pipeline easements as open spaces and greenway connectors. Pipeline depth is a crucial consideration during development planning to ensure that costs for lowering or relocation are identified. Changes to the topography on either side of a pipeline may impose unacceptable stresses on the pipeline. Pipeline companies would like to coordinate in the development of site plans where large numbers of people congregate, including schools, churches, etc.

Pipeline Safety and Damage Prevention*

PROHIBITION APPLICABLE TO EXCAVATORS. A person who engages in demolition, excavation, tunneling, or construction.

1. May not engage in a demolition, excavation, tunneling, or construction activity in a State that has adopted a One-Call notification system without first using that system to establish the location of underground facilities in the demolition, excavation, tunneling, or construction area;
2. May not engage in such demolition, excavation, tunneling, or construction activity in disregard of location information or markings established by a pipeline facility operator...;
3. And who causes damage to a pipeline facility that may endanger life or cause serious bodily harm or damage to property.
 - A. May not fail to promptly report the damage to the owner or operator of the facility; and
 - B. If the damage results in the escape of any flammable, toxic, or corrosive gas or liquid, may not fail to promptly report to other appropriate authorities by calling the 911 emergency telephone number.

* Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (Section 2)

Identified sites*

Owners and companies of gas transmission pipelines are regulated by the US Department of Transportation (DOT). According to integrity management regulations, gas pipeline companies are required to accept the assistance of local public safety officials in identifying certain types of sites or facilities adjacent to the pipeline which meets the following criteria:

- (a) A small, well-defined outside area that is occupied by twenty or more persons on at least 50 days in any twelve-month period (the days need not be consecutive). Examples of such an area are playgrounds, parks, swimming pools, sports fields, and campgrounds.
- (b) A building that is occupied by 20 or more persons on at least 5 days a week for 10 weeks in any 12 month period (the days and weeks need not be consecutive). Examples included in the definition are: religious facilities, office buildings, community centers, general stores, 4-H facilities, and roller rinks.
- (c) A facility that is occupied by persons who are confined, are of impaired mobility, or would be difficult to evacuate. Examples of such a facility are hospitals, schools, elder care, assisted living/nursing facilities, prisons and child daycares.

If you know of sites within your jurisdiction that fit any of the above requirements, please go to my.spatialobjects.com/isr/home to provide this valuable information to pipeline companies.

* 49 CFR §192.903.

Download the Pipeline Awareness Viewer™ (PAV) app for important emergency response information. Use PAV to:



- The PIMMA application and apply for access



- Land use planning and transmission pipelines



- The 811 process



- How to recognize a pipeline leak



- The different types of pipelines



- How to recognize the location of a pipeline



- Take online survey

How to use PAV:

- Launch the app on your device.
- Review the brief instructions.
- Tap the SCAN button and aim your camera at the brochure cover.*
- When the buttons appear, tap the lock icon  to view the available content.
- Tap the buttons to view important pipeline safety information.



*For best results, enable Wi-Fi on your device prior to using the PAV app.

MoGas Pipeline LLC

329 Josephville Rd.
Wentzville, Mo. 63385

Phone: 1-636-856-8035

Web site: <http://www.mogaspipeline.com>

EMERGENCY NUMBER: 800-282-4916

About MoGas Pipeline LLC

MoGas Pipeline LLC is a limited liability company based in Wentzville, Missouri. The company operates 263 miles of high pressure natural gas transmission pipeline located in eastern and south central Missouri and western Illinois, ranging in diameter from 4" to 16". The company's primary mission is to take receipt of natural gas from interstate pipelines and to redeliver natural gas to suburbs of St. Louis and communities along Interstate 44.

What does MoGas Pipeline LLC do if a leak occurs?

To prepare for the event of a leak, pipeline companies regularly communicate, plan and train with local emergency responders. Upon the notification of an incident or leak, the pipeline company will immediately dispatch trained personnel to assist emergency responders.

Pipeline operators and emergency responders are trained to protect life, property and facilities in the case of an emergency.

Pipeline operators will also take steps to minimize the amount of product that leaks out and to isolate the pipeline emergency.

Maintaining safety and integrity of pipelines

MoGas Pipeline LLC invests significant time and capital maintaining the quality and integrity of their pipeline systems. We monitor our pipelines 24 hours a day via a manned control center. MoGas Pipeline LLC also utilizes aerial surveillance and/or on-ground observers to identify potential dangers. Control center personnel continually monitor the pipeline system and assess changes in pressure and flow. They notify field personnel if there is a possibility of a leak. Automatic shut-off valves are sometimes utilized to isolate a leak.

Gas transmission and hazardous liquid pipeline operators have developed supplemental hazard and assessment programs known as Integrity Management Programs (IMPs). Specific information about MoGas Pipeline LLC's program may be found on our Web site, or by contacting us directly.

How to get additional information

For an overview of MoGas Pipeline LLC's IMP, go to <http://www.mogaspipeline.com> or contact us at 636-856-8035.

PRODUCTS TRANSPORTED

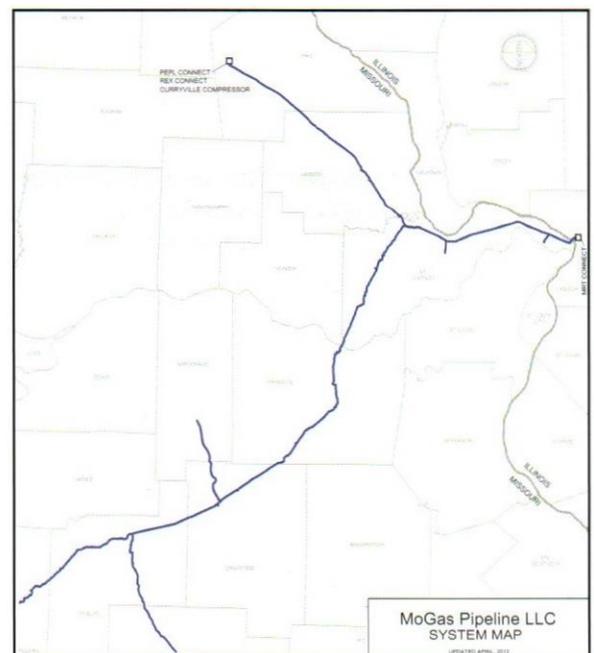
PRODUCTS TRANSPORTED IN YOUR AREA

PRODUCT	LEAK TYPE	VAPORS
NATURAL GAS	Gas	Lighter than air and will generally rise and dissipate. May gather in a confined space and travel to a source of ignition.
HEALTH HAZARDS	Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite.	

PIPELINE MARKER



SYSTEM MAP



Pipelines ranging from 4" to 16"

Acerca de la compañía MoGas Pipeline LLC

MoGas Pipeline LLC es una compañía de responsabilidad limitada basada en Wentzville, Missouri. La compañía opera una línea de tuberías de transmisión de gas natural de alta presión de 263 millas de largo localizada en el este y el sur centro de Missouri y la parte oeste de Illinois, variando en diámetro entre 4" hasta 16". La misión principal de la compañía es recibir gas natural de las líneas de tuberías interestatales y repartir el gas natural a los suburbios de St. Louis y las comunidades a lo largo de la Interestatal 44.

¿Qué hace MoGas Pipeline LLC si ocurre una fuga?

Para estar preparados en caso de una fuga, las compañías de líneas de tuberías regularmente se comunican, planean y entrenan con los respondedores locales de emergencias. Al recibir una notificación de un incidente o fuga, la compañía de líneas de tuberías enviará inmediatamente su personal entrenado para asistir a los respondedores de emergencias.

En caso de una emergencia los operadores de líneas de tuberías y los respondedores de emergencias están entrenados para proteger vidas, propiedades e instalaciones.

Los operadores de líneas de tuberías también tomarán pasos para minimizar la cantidad de producto que se esté escapando y aislar la emergencia en la línea de tuberías.

Manteniendo la seguridad y la integridad de las líneas de tuberías

La compañía MoGas Pipeline LLC invierte una cantidad considerable de tiempo y capital para mantener la calidad e integridad de sus sistemas de líneas de tubería. Monitoreamos nuestras líneas de tuberías las 24 horas del día a través de un centro de control con personal. MoGas Pipeline LLC también utiliza vigilancia aérea y/o observadores en la tierra para identificar daños potenciales. El personal del centro de control monitorea continuamente el sistema de líneas de tubería y evalúa cambios en presión y flujo. Ellos le notifican al personal de campo si hay una posibilidad de una fuga. Las válvulas automáticas de corte general en ocasiones son utilizadas para aislar la fuga.

Los operadores de líneas de tuberías de transmisión de gas y de líquidos peligrosos han desarrollado programas suplementales de peligros y evaluación conocidos como Programas de Manejo de Integridad ("IMP" por sus siglas en inglés). Usted puede encontrar información específica acerca de los programas de la compañía MoGas Pipeline LLC en nuestro sitio web o poniéndose en contacto con nosotros directamente.

Como obtener información adicional

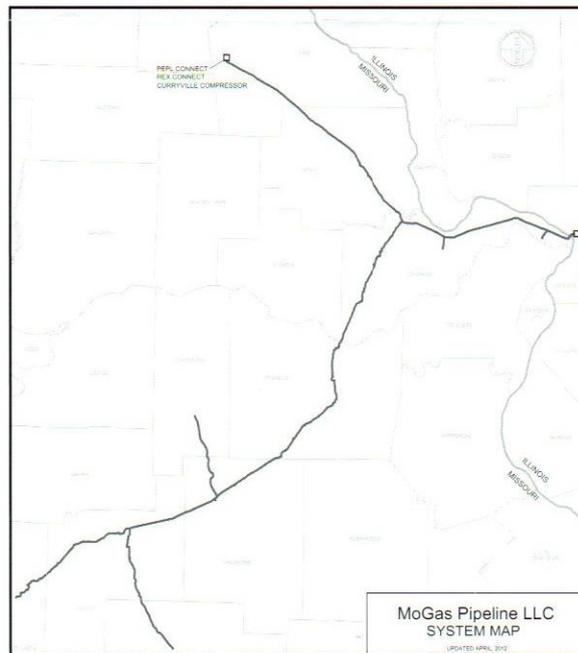
Para tener una visión general del "IMP" de la compañía MoGas Pipeline LLC, visite el lugar web <http://www.mogaspipeline.com> o póngase en contacto con nosotros llamando al 636-856-8035.

PRODUCTOS TRANSPORTADOS

MAPA DE SISTEMA

PRODUCTOS TRANSPORTADOS EN SU AREA

PRODUCTO	TIPO DE FUGA	VAPORES
GAS NATURAL	Gas	Es más liviano que el aire y generalmente se eleva y se disipa. Se puede acumular en espacios confinados y viajar hasta fuentes de encendido.
PELIGROS PARA LA SALUD	Son muy fáciles de incendiarse con el calor, chispas o llamas y forman una mezcla explosiva con el aire. Los vapores pueden causar mareos o asfixia sin dar ningún aviso y pueden ser tóxicos si se inhalan en concentraciones grandes. El contacto con gas o con gas líquido puede causar quemaduras, heridas graves y/o congelamiento.	



Tuberías que van desde 4" a 16"

MARCADORES DE DUCTO





NuStar Pipeline Operating Partnership L.P.

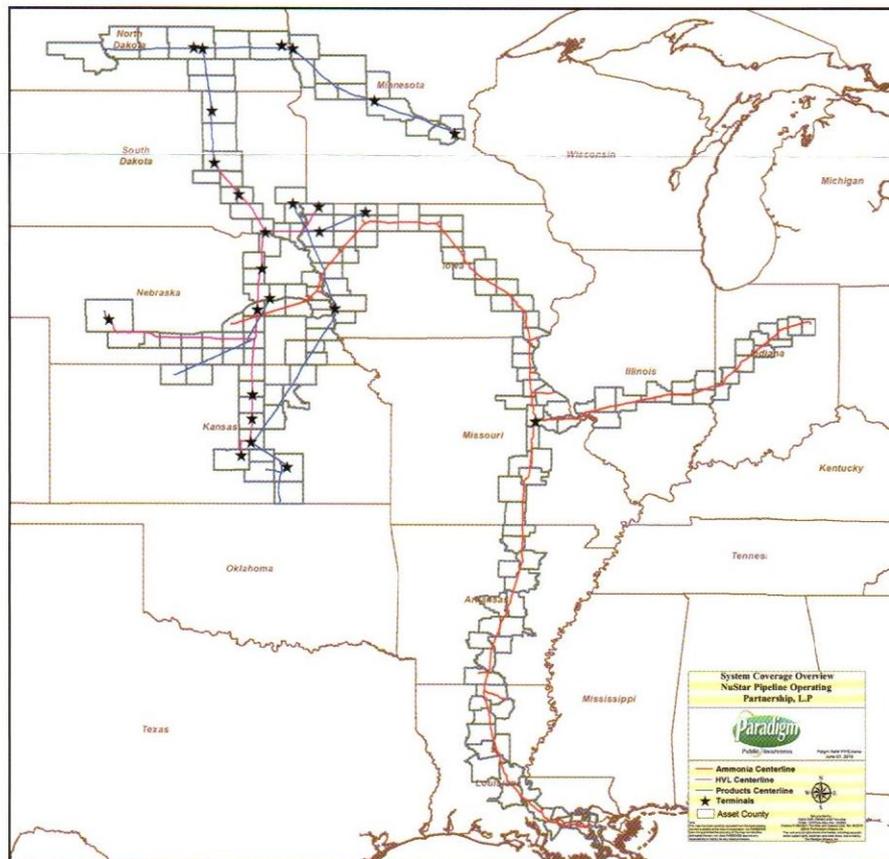
The goal of the NuStar Energy Pipeline Public Awareness Program is to enhance safety and environmental protection through increased public awareness and knowledge. Public awareness programs should raise the awareness of the affected public and key stakeholder audiences of the presence of pipelines in their communities and increase their understanding of the role of pipelines in transporting energy.

NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.

NuStar Pipeline Operating Partnership L.P. is a subsidiary of NuStar Energy L.P. Our business unit consists of pipeline systems that transports refined petroleum products, including gasoline, diesel and propane throughout Kansas, Nebraska, Iowa, South Dakota, North Dakota and Minnesota. We also operate an anhydrous ammonia pipeline system in Louisiana, Arkansas, Missouri, Illinois, Indiana, Iowa and Nebraska. Anhydrous ammonia is primarily used as agricultural fertilizer and used as a feedstock to a number of industrial applications.

Please read and keep these important safety messages located in the brochure and company profile provided in the event you need to reference them in the future.

Contact us for more information about our Integrity Management Program or Emergency Response Plan.



Pipe sizes range from 4-16"

CONTACT US

Website: www.nustarenergy.com • Email: webmaster@nustarenergy.com

NuStar Energy L.P. Corporate Headquarters
19003 IH-10 West
San Antonio, TX 78257
Phone: (800) 866-9060 or (210) 918-2000

NuStar Regional Office
7340 West 21st St N
Wichita KS 67205
Phone: 316-773-9000

PRODUCTS TRANSPORTED

HIGHLY VOLATILE LIQUIDS

Product: Propane, Butane

Leak Type: Gas

Vapors: Initially heavier than air, spread along ground and may travel to source of ignition and flash back. Product is colorless, tasteless and odorless.

Health Hazards: Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite. Fire may produce irritating and/or toxic gases.

Product: Anhydrous Ammonia

Leak Type: Gas

Vapors: Vapors are lighter than air and will generally rise and dissipate. In presence of moisture, vapors become heavier than air and may spread along ground or into low-lying areas where exposure could occur.

Health Hazards: Vapors are toxic and may be fatal if inhaled, ingested or absorbed through skin. Vapors are extremely irritating and corrosive. Contact with gas may cause burns, severe injury and/or frostbite.

HAZARDOUS LIQUIDS

Product: Diesel Fuel, Jet Fuel, Gasoline, Natural Gas Liquids

Leak Type: Liquid

Vapors: Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.

Health Hazards: Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.

TERMINAL FACILITIES

Products we may store but do not transport:

HAZARDOUS LIQUIDS

Product: Bio-Fuel, Ethanol

Leak Type: Liquid

Vapors: Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.

Health Hazards: Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.

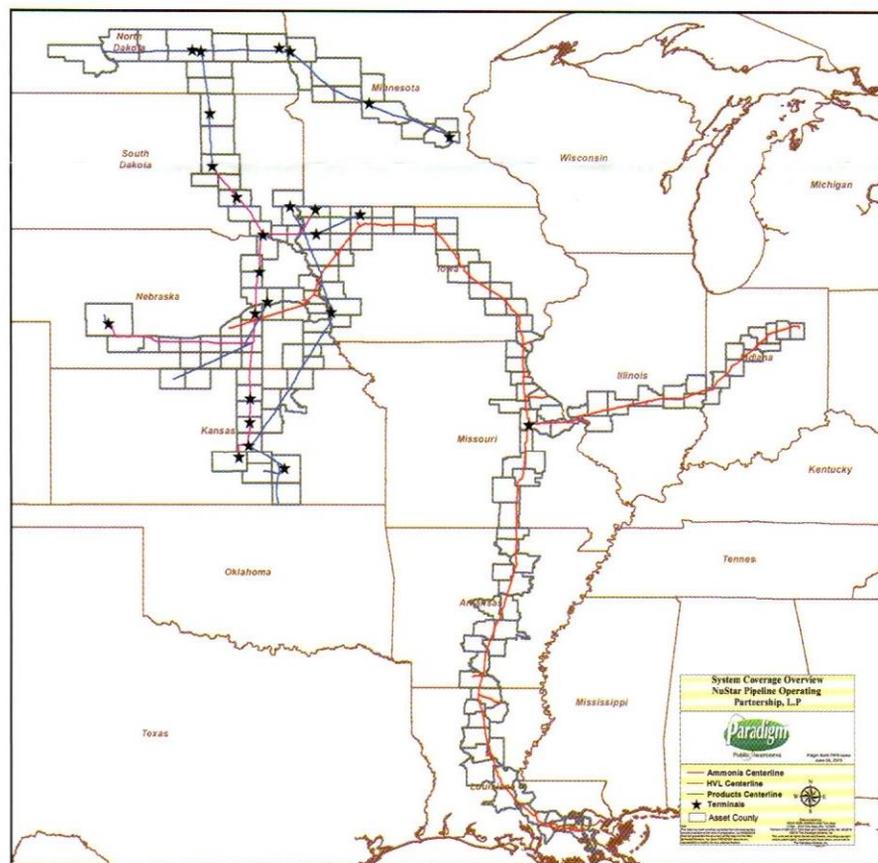
El objetivo del Programa de Concienciación Pública de NuStar Energy Pipeline es mejorar la seguridad y la protección del medio ambiente a través de una mayor concienciación pública y conocimiento. Los programas de concienciación pública deberían aumentar la conciencia del público afectado y las audiencias de partes interesadas clave sobre la presencia de líneas de tuberías en sus comunidades e incrementar su comprensión sobre la función de las líneas de tuberías en el transporte de energía.

NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.

NuStar Pipeline Operating Partnership L.P. es una subsidiaria de NuStar Energy L.P. Nuestra unidad de negocios consiste en sistemas de líneas de tuberías que transportan productos refinados de petróleo, incluyendo gasolina, diésel y propano a través de Kansas, Nebraska, Iowa, South Dakota, North Dakota y Minnesota. También operamos un sistema de línea de tuberías de amoniaco anhidro en Louisiana, Arkansas, Missouri, Illinois, Indiana, Iowa y Nebraska. El amoniaco anhidro se utiliza principalmente como fertilizante agrícola y se utiliza como materia prima para varias aplicaciones industriales.

Por favor, lea y conserve estos importantes mensajes de seguridad que se encuentran en el folleto al igual que el perfil de la compañía, en el caso de que necesite consultarlos en el futuro.

Contáctenos para obtener más información sobre nuestro Programa de Manejo de Integridad o Plan de Respuesta de Emergencia.



Los tamaños de la tubería varían desde 4" a 16"

CONTÁCTENOS

Sitio web: www.nustarenergy.com • Email: webmaster@nustarenergy.com

Sede corporativa de NuStar Energy L.P.

19003 IH-10 West

San Antonio, TX 78257

Phono: (800) 866-9060 o (210) 918-2000

Oficina Regional de NuStar

7340 West 21st St N

Wichita KS 67205

Phono: 316-773-9000

PRODUCTOS TRANSPORTADOS

LÍQUIDOS ALTAMENTE VOLÁTILES

Producto: Propano, Butano

Tipo de Fuga: Gas

Vapores: Inicialmente más pesado que el aire, se esparce a lo largo del suelo y puede viajar a la fuente de ignición y causar un retroceso de llamas. El producto es incoloro, insípido e inodoro.

Riesgos Para la Salud: Se incendiará fácilmente por calor, chispas o llamas y formará mezclas explosivas con el aire. Los vapores pueden causar mareos o asfixia sin advertencia y pueden ser tóxicos si se inhalan en altas concentraciones. El contacto con gas o gas licuado puede causar quemaduras, lesiones graves y/o congelación de la piel. El fuego puede producir gases irritantes y/o tóxicos.

Producto: Amoniaco Anhidro

Tipo de Fuga: Gas

Vapores: Los vapores son más livianos que el aire y generalmente se elevarán y se disiparán. En presencia de humedad, los vapores se vuelven más pesados que el aire y se pueden esparcir a lo largo del suelo o hacia áreas bajas donde pueden exponerse.

Riesgos Para la Salud: Los vapores son tóxicos y pueden ser fatales si se inhalan, se ingieren o se absorben a través de la piel. Los vapores son extremadamente irritantes y corrosivos. El contacto con gas puede causar quemaduras, lesiones graves y/o congelación de la piel.

LÍQUIDOS PELIGROSOS

Producto: Combustible Diésel, Combustible para Aviones, Gasolina, Líquidos del Gas Natural

Tipo de Fuga: Líquido

Vapores: Inicialmente más pesado que el aire y se esparce a lo largo del suelo y se acumula en áreas bajas o confinadas. Los vapores pueden viajar hasta una fuente de ignición y causar un retroceso de llamas. Peligro de explosión en interiores, exteriores o en alcantarillados.

Riesgos Para la Salud: La inhalación o el contacto con el material puede irritar o quemar la piel y los ojos. El fuego puede producir gases irritantes, corrosivos y/o tóxicos. Los vapores pueden causar mareos y asfixia. Los residuos del fuego controlado o del agua diluida pueden causar contaminación.

INSTALACIONES DE TERMINALES

Products we may store but do not transport:

LÍQUIDOS PELIGROSOS

Producto: Biocombustible, Etanol

Tipo de Fuga: Líquido

Vapores: Inicialmente más pesado que el aire y se esparce a lo largo del suelo y se acumulan en áreas bajas o confinadas. Los vapores pueden viajar hasta una fuente de ignición y causar un retroceso de llamas. Peligro de explosión en interiores, exteriores o en alcantarillados.

Riesgos Para la Salud: La inhalación o el contacto con el material puede irritar o quemar la piel y los ojos. El fuego puede producir gases irritantes, corrosivos y/o tóxicos. Los vapores pueden causar mareos y asfixia. Los residuos del fuego controlado o del agua diluida pueden causar contaminación.



EMERGENCY NUMBER: 1-800-548-6482

About BP Pipelines (North America), Inc.

BP Pipelines (North America), Inc., is headquartered in Chicago, IL. BP's core and joint venture pipeline operations span 14 states and are managed from pipeline control centers in Oklahoma and Washington.

Altogether, BP Pipelines North America owns or operates 3,500 miles of pipeline. And holds joint venture interest in various pipeline systems, which are operated by third parties.

What does BP Pipelines (North America), Inc. do if a leak occurs?

All Pipeline operators share/encourage an emphasis of **PUBLIC SAFETY** and **ENVIRONMENTAL PROTECTION** as top priorities in any pipeline emergency response.

To prepare for the event of a leak, pipeline companies regularly communicate, plan and train with local emergency responders. Upon the notification of an incident or leak the pipeline company will immediately dispatch trained personnel to assist emergency responders.

Pipeline operators and emergency responders are trained to protect life, property and facilities in the case of an emergency.

Pipeline operators will also take steps to minimize the amount of product that leaks out and to isolate the pipeline emergency.

Maintaining safety and integrity of pipelines

BP Pipelines (North America), Inc. invests significant time and capital maintaining the quality and integrity of their pipeline systems. Most active pipelines are monitored 24 hours a day via manned

control centers. BP Pipelines (North America), Inc. also utilizes aerial surveillance and/or on-ground observers to identify potential dangers. Control center personnel continually monitor the pipeline system and assess changes in pressure and flow. They notify field personnel if there is a possibility of a leak. Automatic shut-off valves are sometimes utilized to isolate a leak.

How to get additional information

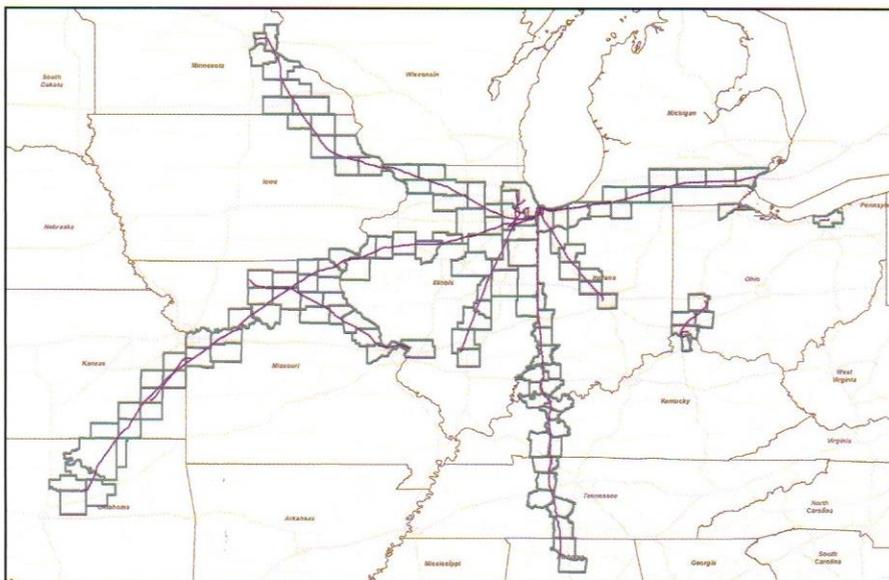
For additional information for BP Pipelines (North America), Inc. go to www.bppipelines.com or contact the BP Pipelines (North America), Inc. Damage Prevention Standards Coordinator @ 918-660-4360 (Monday - Friday: 7:30am - 4:30pm (CST)).

PRODUCTS TRANSPORTED

PRODUCTS TRANSPORTED IN YOUR AREA

PRODUCT	LEAK TYPE	VAPORS
HAZARDOUS LIQUIDS [SUCH AS: CRUDE OIL, DIESEL FUEL, JET FUEL, GASOLINE, AND OTHER REFINED PRODUCTS]	Liquid	Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.
HEALTH HAZARDS		Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.
HIGHLY VOLATILE LIQUIDS [SUCH AS: BUTANE, PROPANE, ETHANE, PROPYLENE, AND NATURAL GAS LIQUIDS (NGL)]	Gas	Initially heavier than air, spread along ground and may travel to source of ignition and flash back. Product is colorless, tasteless and odorless.
HEALTH HAZARDS		Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite. Fire may produce irritating and/or toxic gases.

SYSTEM MAP



LEGEND

- Pipeline
- County Line



Acerca de la compañía BP Pipelines (North America), Inc.

La compañía BP Pipelines (Norteamérica), Inc., tiene su sede en Chicago, IL. Las operaciones de líneas de tuberías de la empresa principal y conjunta de BP se extienden a 14 estados y son manejadas desde centros de control de líneas de tuberías en Oklahoma y Washington.

En total, BP Pipelines North America es propietaria u operadora de 3,500 millas de líneas de tuberías. Además, tiene intereses en empresas en conjunto en varios sistemas de líneas de tuberías, las cuales son operadas por terceras personas.

¿Qué hace BP Pipelines (North America), Inc. si ocurre una fuga?

Todos los operadores de Líneas de Tuberías comparten/alientan el énfasis de la **SEGURIDAD PÚBLICA** y la **PROTECCIÓN DEL MEDIO AMBIENTE** como prioridades principales en toda respuesta a una emergencia en una línea de tuberías.

Para estar preparados en caso de una fuga, las compañías de líneas de tuberías se comunican, planean y entrenan regularmente con los respondedores locales de emergencias. Al recibir una notificación de un incidente o fuga, la compañía de líneas de tuberías enviará inmediatamente su personal entrenado para asistir a los respondedores de emergencias.

Los operadores de las líneas de tuberías y los respondedores de emergencias están entrenados para proteger vidas, propiedades e instalaciones en caso de una emergencia.

Los operadores de las líneas de tuberías también tomarán los pasos necesarios para minimizar la cantidad de producto que se esté escapando y aislar la emergencia en la línea de tuberías.

Manteniendo la seguridad y la integridad de las líneas de tuberías

La compañía BP Pipelines (North America), Inc. invierte una cantidad considerable de tiempo y capital para mantener la calidad e integridad de sus sistemas de líneas de tubería. La mayoría de las líneas de tuberías activas son monitoreadas las 24 horas del día a través de centros de

controles con personal. BP Pipelines (North America), Inc. también utiliza vigilancia aérea y/o observadores en la tierra para identificar daños potenciales. El personal del centro de control monitorea continuamente el sistema de líneas de tubería y evalúa cambios en presión y flujo. Ellos le notifican al personal de campo si hay una posibilidad de una fuga. Las válvulas automáticas de corte general en ocasiones son utilizadas para aislar la fuga.

Como obtener información adicional

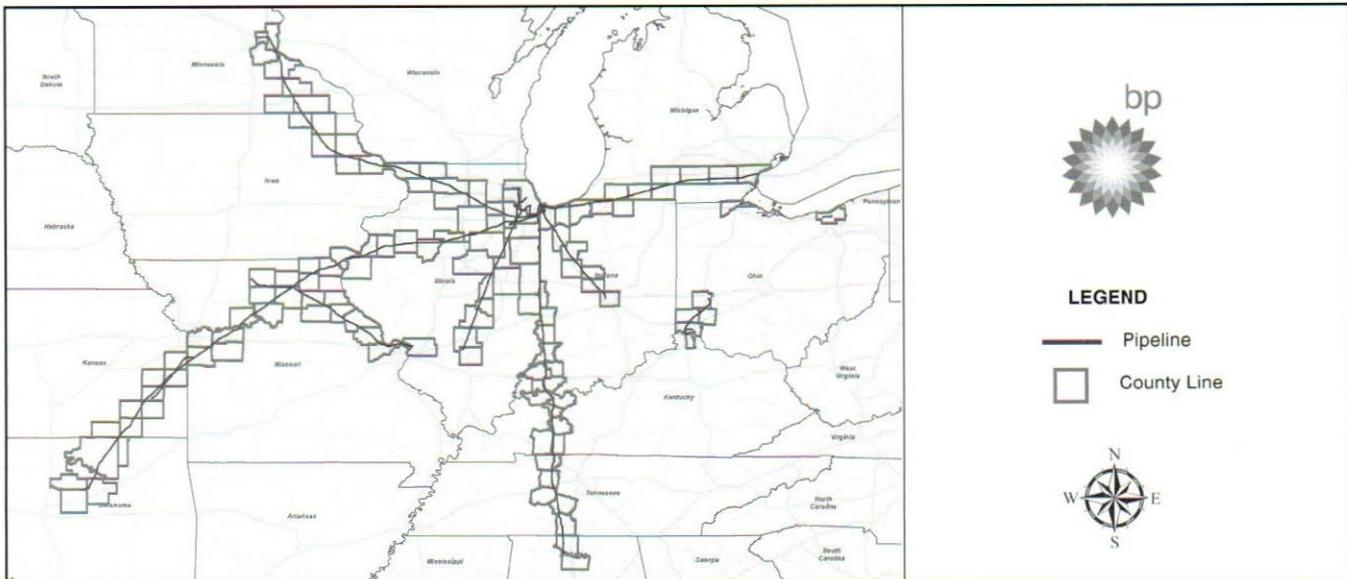
Para obtener información adicional acerca de las líneas de tuberías de BP Pipelines (North America), Inc. visite el sitio web www.bppipelines.com o póngase en contacto con el Coordinador de Estándares de Prevención de Daños de BP Pipelines (North America), Inc. llamando al 918-660-4360 (Lunes - Viernes: 7:30am - 4:30pm (CST) hora oficial en el centro de los Estados Unidos).

PRODUCTOS TRANSPORTADOS

PRODUCTOS TRANSPORTADOS EN SU AREA

PRODUCTO	TIPO DE FUGA	VAPORES
LIQUIDOS PELIGROSOS [TALES COMO: PETROLEO CRUDO, COMBUSTIBLE DIESEL, COMBUSTIBLE PARA AVIONES, GASOLINA Y OTROS PRODUCTOS REFINADOS]	Líquido	Inicialmente es más pesado que el aire, se esparce en el suelo y se acumula en lugares bajos y confinados. Los vapores pueden viajar hasta la fuente de incendio y causar un retroceso de llamas. Peligro de explosión en interiores, exteriores o en alcantarillados.
PELIGROS PARA LA SALUD		La inhalación o el contacto con esta materia pueden irritar o quemar la piel y los ojos. El fuego puede producir gases irritantes, corrosivos y/o tóxicos. Los vapores pueden causar mareos y asfixia. Los residuos del fuego controlado o del agua diluida pueden causar contaminación.
LIQUIDOS ALTAMENTE VOLATILES [TALES COMO: BUTANO, PROPANO, ETANO, PROPILENO Y LIQUIDOS DE GAS NATURAL (NGL)]	Gas	Inicialmente es más pesado que el aire, se esparce en el suelo y puede viajar hasta la fuente de incendio y causar un retroceso de llamas. El Producto no tiene color, sabor ni olor.
PELIGROS PARA LA SALUD		Son muy fáciles de incendiarse con el calor, chispas o llamas y forman una mezcla explosiva con el aire. Los vapores pueden causar mareos o asfixia sin dar ningún aviso y pueden ser tóxicos si se inhalan en concentraciones grandes. El contacto con gas o con gas líquido puede causar quemaduras, heridas graves y/o congelamiento. El fuego puede producir irritación y/o gases tóxicos.

MAPA DE SISTEMA



FINANCIAL SUPPLEMENT TO BOARD OF ALDERMEN PACKET

BOARD OF ALDERMEN

8/17/20

A. Warrant

Renee Camp, Finance Director
8/12/20

BOARD OF ALDERMEN

8-17-2020

FUND	DESCRIPTION	DATE	AMOUNT
AP PAYMENTS	(See Attached)	8-05-2020	4,950.96
		8-17-2020	4,542.48
		8-19-2020	464,789.37
P Cards		7-27-2020	35,517.66
ACH TRANSFERS		8-10-2020	137,514.46
PAYROLL		8-13-2020	154,127.34
			<hr/> 801,442.27

MAYOR
CITY CLERK



Lake Saint Louis, MO

Warrantl Register 8-7-2020 EFT's

Packet: APPKT00473 - 8/7/2020 Early EFT's

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 101 - GENERAL FUND					
Department: 011 - INFO TECHNOLOGY					
CHARTER COMMUNICATION	7/19-8/18/20 CH Fiber (#834	101-011-5000	11634	08/07/2020	1,956.52
CHARTER COMMUNICATION	7/19-8/18/20 PW Fiber #834	101-011-5000	11633	08/07/2020	612.67
Department 011 - INFO TECHNOLOGY Total:					2,569.19
Department: 020 - COMMUNITY DEVELOPMENT					
VERIZON WIRELESS	7/1-7/23/20 Cell phones	101-020-5005	11637	08/07/2020	226.14
VERIZON WIRELESS	6/24-6/30/20 Cell phones (#	101-020-5005	11637	08/07/2020	68.81
Department 020 - COMMUNITY DEVELOPMENT Total:					294.95
Department: 030 - POLICE					
US BANK EQUIPMENT FINAN	7/20-8/20/20 PD Copier Leas	101-030-7400	11636	08/07/2020	205.69
VERIZON WIRELESS	7/1-7/23/20 Cell phones	101-030-5005	11637	08/07/2020	932.60
VERIZON WIRELESS	6/24-6/30/20 Cell phones (#	101-030-5005	11637	08/07/2020	283.85
Department 030 - POLICE Total:					1,422.14
Department: 050 - PUBLIC WORKS					
US BANK EQUIPMENT FINAN	7/20-8/20/20 PW Copier Ls.	101-050-6130	11635	08/07/2020	249.45
VERIZON WIRELESS	7/1-7/23/20 Cell phones	101-050-5005	11637	08/07/2020	267.96
VERIZON WIRELESS	6/24-6/30/20 Cell phones (#	101-050-5005	11637	08/07/2020	81.55
Department 050 - PUBLIC WORKS Total:					598.96
Department: 060 - PARK & RECREATION					
VERIZON WIRELESS	7/1-7/23/20 Cell phones	101-060-5005	11637	08/07/2020	50.39
VERIZON WIRELESS	6/24-6/30/20 Cell phones (#	101-060-5005	11637	08/07/2020	15.33
Department 060 - PARK & RECREATION Total:					65.72
Fund 101 - GENERAL FUND Total:					4,950.96
Grand Total:					4,950.96

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	4,950.96
Grand Total:	4,950.96

Account Summary

Account Number	Account Name	Expense Amount
101-011-5000	TELEPHONE	2,569.19
101-020-5005	MOBILE TELEPHONE	294.95
101-030-5005	MOBILE TELEPHONE	1,216.45
101-030-7400	REPAIR/MAINT-OFFICE E	205.69
101-050-5005	MOBILE PHONE	349.51
101-050-6130	RENT/LEASE EQUIPMEN	249.45
101-060-5005	MOBILE TELEPHONE	65.72
Grand Total:		4,950.96

Project Account Summary

Project Account Key	Expense Amount
None	4,950.96
Grand Total:	4,950.96



Lake Saint Louis, MO

Warrant Register 8/17 Cks&8/19/20EFT

it: APPKT00479 - 8/17 Checks & 8/19/2020 EFT's

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 101 - GENERAL FUND					
Department: 000 - NON DEPARTMENTAL					
CITY OF O'FALLON	Repl.lost ck#72493 Eastern	101-000-3923	11644	08/19/2020	3,190.64
NEWSTIME	PROJ#PZ-20-5 Windsor Park	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	PROJ#PZ-20-5 Windsor Park	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	Proj#PZ-20-7 McBride 76B	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	Proj#PZ-02-7 McBride 76B	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	Proj#PZ-20-4 LSL Land	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	PZ-20-4 LSL Land	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	Proj#PZ-20-6 Dierberg's	101-000-1765	11679	08/19/2020	177.75
NEWSTIME	Proj#PZ-20-6 Dierbergs	101-000-1765	11679	08/19/2020	177.75
MISSOURI LAWYERS MEDIA	Proj#PZ-20-4 Balam Prop.	101-000-1765	11677	08/19/2020	103.60
MISSOURI LAWYERS MEDIA	Proj#PZ-20-6 Dierberg's	101-000-1765	11677	08/19/2020	107.00
MISSOURI LAWYERS MEDIA	Proj#PZ-20-5 Windsor Park	101-000-1765	11677	08/19/2020	100.20
MISSOURI LAWYERS MEDIA	Proj#PZ-20-4 Balam site plan	101-000-1765	11677	08/19/2020	103.60
MISSOURI LAWYERS MEDIA	Proj#PZ-20-6 Dierbergs	101-000-1765	11677	08/19/2020	107.00
MISSOURI LAWYERS MEDIA	Proj#PZ-20-5 Windsor Park	101-000-1765	11677	08/19/2020	100.20
MISSOURI LAWYERS MEDIA	Proj#PZ-20-7 McBride 76B	101-000-1765	11677	08/19/2020	103.60
MISSOURI LAWYERS MEDIA	Proj#PZ-20-7 McBride 76B	101-000-1765	11677	08/19/2020	103.60
FLORISSANT PSYCHOLOGICA	Reissue lost ck#72541 PD pr	101-000-3923	11654	08/19/2020	285.00
PROVIDENCE BANK	Escrow Rel. Lt30 Manors@M	101-000-1775	11684	08/19/2020	725.00
PROVIDENCE BANK	Escrow Rel. Lt30 Manors@M	101-000-3655	11684	08/19/2020	-50.00
Rolwes Company	R19-000040 103 Brookfield C	101-000-1775	11687	08/19/2020	1,575.00
Rolwes Company	R19-000373 410 Mason Cree	101-000-1775	11687	08/19/2020	1,575.00
MCBRIDE DUELLO LLC	R19-000386 625 Creek Bend	101-000-1775	11673	08/19/2020	335.00
Rolwes Company	R19-000392 120 Brookfield C	101-000-1775	11687	08/19/2020	1,575.00
Rolwes Company	R19-000418 244 Mason Glen	101-000-1775	11687	08/19/2020	155.00
MCBRIDE DUELLO LLC	R19-000422 805 Hazy Hills D	101-000-1775	11673	08/19/2020	3,425.00
Rolwes Company	R19-000430 408Mason Cree	101-000-1775	11687	08/19/2020	1,575.00
MH Thornton Homes	R19-000443 109 Cedar Sprin	101-000-1775	11674	08/19/2020	3,775.00
MCBRIDE DUELLO LLC	R19-000523 637 Creek Bend	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000010 411 Cozy Pines	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000017 627 creek Bend	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000027 164 Hidden Bul	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000071 402 Cozy pines	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000082 46 Hidden Bluffs	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000083 408 Cozy Pines	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000122 520 Golden Leaf	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000134 510 Golden Leaf	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000157 523 Golden Leaf	101-000-1775	11673	08/19/2020	3,425.00
MCBRIDE DUELLO LLC	R20-000158 Hidden Bluffs Dr	101-000-1775	11673	08/19/2020	3,425.00
Wayne Knaut	8/13/2020 Payroll Garnishm	101-000-1410	11695	08/19/2020	119.04
Department 000 - NON DEPARTMENTAL Total:					58,185.48
Department: 010 - ADMINISTRATION					
PETTY CASH	3/12/20 SLACMA G.E.	101-010-4550	72637	08/17/2020	15.00
ST CHAR CO DEPT OF PUBLIC	6/4-6/26/20 Mosquito treat	101-010-6052	11691	08/19/2020	564.41
ST CHAR CO ECON DEV COU	2020 EDC Annual contract	101-010-6110	11692	08/19/2020	6,000.00
Department 010 - ADMINISTRATION Total:					6,579.41
Department: 011 - INFO TECHNOLOGY					
DELL MARKETING L.P.	IT-2 Optiplex 3070	101-011-9600	11647	08/19/2020	1,164.78
DELL MARKETING L.P.	Dell Replacement Workstatio	101-011-9600	11647	08/19/2020	7,219.52
Manning NavComp, Inc.	July 2020 Rastrac tracking @	101-011-6049	11672	08/19/2020	219.50
IMAGENET CONSULTING LLC	7/1-7/23/20 CH copier	101-011-6130	11660	08/19/2020	39.79

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
IMAGENET CONSULTING LLC	6/24-6/30/20 CH copier	101-011-6130	11660	08/19/2020	12.11
Department 011 - INFO TECHNOLOGY Total:					8,655.70
Department: 015 - FINANCE					
PETTY CASH	2/28/20 Not. fee	101-015-5110	72637	08/17/2020	3.00
PETTY CASH	2/24/20 Fin. Office supplies	101-015-5110	72637	08/17/2020	9.98
ST CHAR CO BUS.RECORD	2020 St. Char Co Bus Record	101-015-4600	11690	08/19/2020	189.94
Department 015 - FINANCE Total:					202.92
Department: 020 - COMMUNITY DEVELOPMENT					
WEX BANK	7/1-7/31/2020 Gas charges #	101-020-5100	11696	08/19/2020	227.88
IMAGENET CONSULTING LLC	7/1-7/23/20 CD copier	101-020-5120	11660	08/19/2020	16.21
IMAGENET CONSULTING LLC	6/24-6/30/20 CD copier	101-020-5120	11660	08/19/2020	4.97
Department 020 - COMMUNITY DEVELOPMENT Total:					249.06
Department: 030 - POLICE					
Mo Police Chiefs Charitable F	Certification 2020	101-030-6052	72636	08/17/2020	4,500.00
DIGITAL ALLY, INC.	PD-repaired Chest Camera	101-030-7000	11649	08/19/2020	145.00
DASH MEDICAL GLOVES	PD-cases Hi-Risk gloves	101-030-5235	11645	08/19/2020	135.80
FIRESTONE COMPLETE AUTO	PD100-Oil change	101-030-7100	11653	08/19/2020	21.99
FIRESTONE COMPLETE AUTO	PD106-Oil change,brakes,rot	101-030-7100	11653	08/19/2020	3,358.27
FIRESTONE COMPLETE AUTO	PD Ba3A0y Oil Change	101-030-7100	11653	08/19/2020	27.99
FIRESTONE COMPLETE AUTO	PD BA3A0Y wiper blades	101-030-7100	11653	08/19/2020	39.08
FIRESTONE COMPLETE AUTO	PD105-Battery replacement	101-030-7100	11653	08/19/2020	155.74
FIRESTONE COMPLETE AUTO	PD109-Oil chg.,	101-030-7100	11653	08/19/2020	24.99
FIRESTONE COMPLETE AUTO	PD109 wiper blades	101-030-7100	11653	08/19/2020	39.08
REJIS COMMISSION	PD-July 2020 Subscription Ser	101-030-6050	11685	08/19/2020	90.00
MINUTEMAN PRESS	PD-inventory log label/full sh	101-030-5120	11676	08/19/2020	82.73
LEON UNIFORM COMPANY I	PD-Taclite uniform pants	101-030-4650	11671	08/19/2020	73.50
LEON UNIFORM COMPANY I	PD-flap set Reflexite	101-030-4650	11671	08/19/2020	59.99
LEON UNIFORM COMPANY I	PD-L/S Blue shirts	101-030-4650	11671	08/19/2020	136.00
LEON UNIFORM COMPANY I	PD-Duty jacket	101-030-4650	11671	08/19/2020	168.00
LEON UNIFORM COMPANY I	PD-5 star cap	101-030-4650	11671	08/19/2020	45.50
LEON UNIFORM COMPANY I	PD-duty belt	101-030-4650	11671	08/19/2020	67.00
LEON UNIFORM COMPANY I	PD-Nameplate	101-030-4650	11671	08/19/2020	15.00
LEON UNIFORM COMPANY I	PD-Reflective transfer	101-030-4650	11671	08/19/2020	11.00
LEON UNIFORM COMPANY I	PD-Soft Shell Jacket	101-030-4650	11671	08/19/2020	110.00
LEON UNIFORM COMPANY I	PD-Mock T-Neck Shirt	101-030-4650	11671	08/19/2020	70.00
LEON UNIFORM COMPANY I	PD-Embroidery	101-030-4650	11671	08/19/2020	14.00
LEON UNIFORM COMPANY I	PD-taclite uniform pants	101-030-4650	11671	08/19/2020	142.50
LEON UNIFORM COMPANY I	PD-Handcuff cases	101-030-4650	11671	08/19/2020	65.00
LEON UNIFORM COMPANY I	PD-Crew Rib Sweaters	101-030-4650	11671	08/19/2020	48.00
LEON UNIFORM COMPANY I	PD-clip on tie	101-030-4650	11671	08/19/2020	6.99
LEON UNIFORM COMPANY I	PD-collar pins	101-030-4650	11671	08/19/2020	21.00
LEON UNIFORM COMPANY I	PD-Whistle chain	101-030-4650	11671	08/19/2020	5.95
LEON UNIFORM COMPANY I	PD-Whistle	101-030-4650	11671	08/19/2020	8.50
LEON UNIFORM COMPANY I	PD-Nametag	101-030-4650	11671	08/19/2020	6.99
LEON UNIFORM COMPANY I	PD-navy uniorm pants	101-030-4650	11671	08/19/2020	52.00
LEON UNIFORM COMPANY I	PD_Double high gloss mag c	101-030-4650	11671	08/19/2020	38.00
LEON UNIFORM COMPANY I	PD-H2O Sabre Red MK3.3oz	101-030-4650	11671	08/19/2020	14.95
LEON UNIFORM COMPANY I	PD-d cell flashlflight	101-030-4650	11671	08/19/2020	26.99
LEON UNIFORM COMPANY I	PD-s/s duty shirt	101-030-4650	11671	08/19/2020	128.00
LEON UNIFORM COMPANY I	PD-Belt keeper	101-030-4650	11671	08/19/2020	13.00
LEON UNIFORM COMPANY I	PD-s/s zip duty white shirt	101-030-4650	11671	08/19/2020	79.00
LEON UNIFORM COMPANY I	PD-Reflex External Cargo pan	101-030-4650	11671	08/19/2020	78.00
WEX BANK	7/1-7/31/2020 Gas charges #	101-030-5100	11696	08/19/2020	3,735.94
OFFICE ESSENTIALS INC.	PD-ink cartridges	101-030-5110	11682	08/19/2020	94.46
OFFICE ESSENTIALS INC.	PD-Toners	101-030-5110	11682	08/19/2020	590.06
FLORISSANT PSYCHOLOGICA	6/25/2020 PD-pre employ ev	101-030-6050	11654	08/19/2020	300.00
FLORISSANT PSYCHOLOGICA	7/23/20 PD-pre employ eval	101-030-6050	11654	08/19/2020	300.00
DEPT OF PATHOLOGY	Feb.2020 Toxicology labs-PD	101-030-6050	11648	08/19/2020	152.00
Department 030 - POLICE Total:					15,297.99

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Department: 040 - COURT					
THE LAW OFFICE OF DENNIS	7/9 & 7/28/20 Mun.Court Ju	101-040-6032	11694	08/19/2020	916.66
Department 040 - COURT Total:					916.66
Department: 050 - PUBLIC WORKS					
PETTY CASH	3/12/2020 MO Dept of Rev.	101-050-7100	72637	08/17/2020	14.50
MISSOURI ONE CALL SYSTEM	July 2020 324 Mo one calls	101-050-6050	11678	08/19/2020	405.00
Schreiter Ready Mix & Mater	7/16 St. Mat-10 Regatta Bay	101-050-5280	11688	08/19/2020	588.00
Schreiter Ready Mix & Mater	7/20 St.Mat-10 Regatta Bay	101-050-5280	11688	08/19/2020	392.00
Schreiter Ready Mix & Mater	7/21/20 St. Mat-10 Regatta B	101-050-5280	11688	08/19/2020	686.00
Schreiter Ready Mix & Mater	7/22 St.Mat-Regatta Bay CT	101-050-5280	11688	08/19/2020	1,078.00
Schreiter Ready Mix & Mater	7/23 St. Mat-Regatta Bay	101-050-5280	11688	08/19/2020	539.00
Schreiter Ready Mix & Mater	7/24 St. Mat-Regatta Bay	101-050-5280	11688	08/19/2020	539.00
FRED WEBER INC.	7/13 HMA	101-050-5280	11655	08/19/2020	185.63
FRED WEBER INC.	7/13 5 gal.bucket Liquid asp	101-050-5280	11655	08/19/2020	150.00
FRED WEBER INC.	7/15 MODOT stone	101-050-5280	11655	08/19/2020	62.84
FRED WEBER INC.	7/20 St.Mat patching	101-050-5280	11655	08/19/2020	266.63
FRED WEBER INC.	7/21 MODOT HMA	101-050-5280	11655	08/19/2020	274.73
FRED WEBER INC.	7/23 MODOT stone	101-050-5280	11655	08/19/2020	61.70
DEKA SERVICE	Quarterly HVAC Maintenanc	101-050-6154	11646	08/19/2020	296.13
CINTAS CORPORATION #452	7/27/20 PW carpet runner m	101-050-6130	11643	08/19/2020	20.00
WEX BANK	7/1-7/31/2020 Gas charges #	101-050-5100	11696	08/19/2020	1,802.28
Keeven Brothers, Inc.	PW-4 sod rolls	101-050-5280	11669	08/19/2020	10.80
Keeven Brothers, Inc.	Pw-2 pieces sod	101-050-5280	11669	08/19/2020	5.40
K & P PRECAST, INC.	PW-rolls of sealant	101-050-5280	11667	08/19/2020	140.00
K & P PRECAST, INC.	PW-Grated grates	101-050-5280	11667	08/19/2020	330.00
K & P PRECAST, INC.	PW-Grated inlet	101-050-5280	11667	08/19/2020	320.00
EMERALD VIEW TURF FARM	PW-Fescue Harvesting sod ro	101-050-5280	11651	08/19/2020	5.40
EMERALD VIEW TURF FARM	PW-Sq.Foot tall fescue sod r	101-050-5280	11651	08/19/2020	1.44
Department 050 - PUBLIC WORKS Total:					8,174.48
Department: 060 - PARK & RECREATION					
SIEVEKING INC.	8/5/2020 Off road fuel @Fnd	101-060-5100	11689	08/19/2020	43.97
SIEVEKING INC.	8/5/2020 Off road fuel @Fnd	101-060-5100	11689	08/19/2020	458.24
INTERFACE SECURITY SY.LLC	8/1-10/31/2020 Fnd. Park &	101-060-7500	11661	08/19/2020	247.74
WEX BANK	7/1-7/31/2020 Gas charges #	101-060-5100	11696	08/19/2020	476.30
MISSOURI LAWYERS MEDIA	7/22 BID#05-20 New Restroo	101-060-5140	11677	08/19/2020	54.40
Andrew J. Hellmann	8/3/2020 Yth umpire	101-060-6306	11639	08/19/2020	32.50
WILLIAM J. MEYER	8/6/2020 UIC Yth umpire	101-060-6306	11697	08/19/2020	92.00
Brayden Seiler	7/29/2020 Yth umpire	101-060-6306	11641	08/19/2020	22.50
Christopher Witt	7/20-7/23 Adtl. owed & 8/5/	101-060-6306	11642	08/19/2020	85.00
HAYDEN A. SCHROEDER	8/3 & 8/5/2020 Yth umpire	101-060-6306	11657	08/19/2020	65.00
Jack Robert Becker	7/29/20 Yth umpire	101-060-6306	11662	08/19/2020	22.50
John Joseph Hecei	7/9-7/29/2020 UIC Yth ump	101-060-6306	11666	08/19/2020	230.00
John Joseph Hecei	7/6-7/27/2020 Scheduling	101-060-6306	11666	08/19/2020	368.00
John Hellmann	8/3/20 Yth umpire	101-060-6306	11665	08/19/2020	37.50
James Ullery	7/29 & 8/6/2020 Yth umpire	101-060-6306	11663	08/19/2020	105.00
T THOMSON ELECTRIC	7/17 PK-bypass pump timer	101-060-6050	11693	08/19/2020	84.50
JAMES WORLEY	8/3 & 8/6/2020 Yth umpire	101-060-6306	11664	08/19/2020	120.00
Kevin L. Dudley	8/3 & 8/6/2020 Yth umpire	101-060-6306	11670	08/19/2020	112.50
Karson Lynne Miller	7/29 & 8/6/2020 Yth umpire	101-060-6306	11668	08/19/2020	97.50
Nora Pryor	7/29 & 8/5/2020 Yth umpire	101-060-6306	11680	08/19/2020	55.00
Olivia Guffey	7/29 & 8/5/2020 Yth umpire	101-060-6306	11683	08/19/2020	65.00
Department 060 - PARK & RECREATION Total:					2,875.15
Department: 080 - PROPERTY MANAGEMENT					
DEKA SERVICE	Quarterly HVAC Maintenanc	101-080-6154	11646	08/19/2020	1,697.54
CINTAS CORPORATION #452	7/28/20 CH carpet runner m	101-080-6130	11643	08/19/2020	29.82
AMERICAN BURGLARY & FIR	7/1/20-9/30/20 PW alarm m	101-080-6050	11638	08/19/2020	104.97
Department 080 - PROPERTY MANAGEMENT Total:					1,832.33
Fund 101 - GENERAL FUND Total:					102,969.18

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 401 - WATER LINE INSURANCE FUND					
Department: 050 - PUBLIC WORKS					
Roden's Landscaping, Inc.	WATER SERVICE REPAIR	401-050-6050	11686	08/19/2020	2,750.00
Armstrong Plumbing	WATER SERVICE REp-Forseth	401-050-6050	11640	08/19/2020	3,000.00
Department 050 - PUBLIC WORKS Total:					5,750.00
Fund 401 - WATER LINE INSURANCE FUND Total:					5,750.00
Fund: 601 - CAPITAL PROJECTS FUND					
Department: 050 - PUBLIC WORKS					
OATES ASSOCIATES, INC.	SHOPPES @ HAWK RIDGE DE	601-050-9710	11681	08/19/2020	9,216.65
OATES ASSOCIATES, INC.	LSL BLVD-170 ROUNDABOUT	601-050-9112	11681	08/19/2020	22,378.71
MID RIVER ASPHALT INC	ANNUAL ASPHALT OVERLAY	601-050-9207	11675	08/19/2020	43,816.00
MID RIVER ASPHALT INC	ANNUAL ASPHALT OVERLAY	601-050-9207	11675	08/19/2020	116,291.12
GERSHENSON CONSTRUCT.C	FREYMUTH LANE WIDENING	601-050-9117	11656	08/19/2020	158,445.65
EAST WEST GATEWAY COUN	Lake Saint Louis Blvd Uptow	601-050-6055	11650	08/19/2020	4,458.42
Department 050 - PUBLIC WORKS Total:					354,606.55
Department: 060 - PARK & RECREATION					
HUTCHINSON RECREATION &	Picnic tables-PK	601-060-9230	11659	08/19/2020	2,339.00
Herc Rentals	New city park-Rent Compact	601-060-9230	11658	08/19/2020	2,518.56
Herc Rentals	New City Pk-rent CompactTr	601-060-9230	11658	08/19/2020	698.56
EXPERT RENTALS LLC	PK-Rent soil conditioner atta	601-060-9230	11652	08/19/2020	450.00
Department 060 - PARK & RECREATION Total:					6,006.12
Fund 601 - CAPITAL PROJECTS FUND Total:					360,612.67
Grand Total:					469,331.85

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	102,969.18
401 - WATER LINE INSURANCE FUND	5,750.00
601 - CAPITAL PROJECTS FUND	360,612.67
Grand Total:	469,331.85

Account Summary

Account Number	Account Name	Expense Amount
101-000-1410	ESCROW-WAGE GARNIS	119.04
101-000-1765	ZONING APPLICATION ES	2,250.80
101-000-1775	ESCROW-LANDSCAPING	52,390.00
101-000-3655	TEMP OCCUPANCY ESCR	-50.00
101-000-3923	MISC CLEARING ACCT	3,475.64
101-010-4550	TRAVEL/CONFERENCE-ST	15.00
101-010-6052	MOSQUITO CONTROL	564.41
101-010-6110	EDC CONTRIBUTION	6,000.00
101-011-6049	SOFTWARE SUPPORT-PU	219.50
101-011-6130	RENT/LEASE EQUIPMEN	51.90
101-011-9600	COMPUTER REPLACEME	8,384.30
101-015-4600	DUES/SUBSCRIPTIONS	189.94
101-015-5110	OFFICE SUPPLIES	12.98
101-020-5100	GAS/OIL/WASH VEHICLE	227.88
101-020-5120	PRINTING	21.18
101-030-4650	UNIFORM/CLOTHING	1,504.86
101-030-5100	GAS/OIL/WASH VEHICLE	3,735.94
101-030-5110	OFFICE SUPPLIES	684.52
101-030-5120	PRINTING	82.73
101-030-5235	SAFETY/MEDICAL SUPPLI	135.80
101-030-6050	OTHER CONTRACTED SE	842.00
101-030-6052	MPCA ACCREDITATION	4,500.00
101-030-7000	REPAIR/MAINT-SMALL E	145.00
101-030-7100	REPAIR/MAINT-VEHICLE	3,667.14
101-040-6032	CONTRACT SVC - JUDGE	916.66
101-050-5100	GAS/OIL/WASH VEHICLE	1,802.28
101-050-5280	STREET REPAIR MATERIA	5,636.57
101-050-6050	OTHER CONTRACTED SE	405.00
101-050-6130	RENT/LEASE EQUIPMEN	20.00
101-050-6154	ELECTRICAL/HVAC	296.13
101-050-7100	REPAIR/MAINT-VEHICLE	14.50
101-060-5100	GAS/OIL/WASH VEHICLE	978.51
101-060-5140	LEGAL NOTICES/ADVERT	54.40
101-060-6050	OTHER CONTRACTED SE	84.50
101-060-6306	YOUTH BASEBALL	1,510.00
101-060-7500	REPAIR/MAINT-ALARM S	247.74
101-080-6050	OTHER CONTRACTED SE	104.97
101-080-6130	RENT/LEASE EQUIPMEN	29.82
101-080-6154	ELECTRICAL/HVAC	1,697.54
401-050-6050	OTHER CONTRACTED SE	5,750.00
601-050-6055	GRANT APPLICATIONS	4,458.42
601-050-9112	LSL BLVD RAB Design	22,378.71
601-050-9117	FREYMUTH LN ROW & C	158,445.65
601-050-9207	ASPHALT OVERLAY	160,107.12
601-050-9710	Shoppes @ Hawk Ridge	9,216.65
601-060-9230	PARK DEVELOPMENT	6,006.12
Grand Total:		469,331.85

Project Account Summary

Project Account Key	Expense Amount
None	469,331.85

Project Account Summary

Project Account Key	Expense Amount
None	
Grand Total:	<u>469,331.85</u>

CARD SERVICES
 PO BOX 419734
 KANSAS CITY MO 64141-6734

Account Number Ending In: XXXX XXXX XXXX 0152



Please Detach And Enclose Top Portion With Payment

New Balance	Payment Due Date	Past Due Amount	Minimum Payment	Amount Enclosed
35,517.66	08/21/20	0.00	35,517.66	\$

Make Check Payable To:
 Card Services

Please check box if making address change as indicated on the back

Card Services
 PO Box 875852
 Kansas City MO 64187-5852

CONTROL ACCOUNT
 CITY OF LAKE ST LOUIS
 200 CIVIC CENTER DR
 CITY LAKE ST LOUIS MO 63367



XXXXXXXXXXXX0152 3551766 3551766

Account Number Ending In: XXXX XXXX XXXX 0152

Summary of Account Activity		
Previous Balance	\$	31,614.63
Payments	-	31,614.63
Other Credits	-	102.04
Purchases/Debits	+	35,619.70
Cash Advances	+	0.00
Finance Charges	+	0.00
New Balance		35,517.66
Credit Limit		250,000.00
Available Credit		214,213.00

Payment Information	
Statement Closing Date	07/27/20
New Balance	35,517.66
Minimum Payment Due	35,517.66
Payment Due Date	08/21/20
Past Due Amount	0.00

An amount followed by a minus (-) is a credit or a credit balance, unless otherwise indicated.

PAYMENT ADDRESS
 CARD SERVICES
 PO BOX 875852
 KANSAS CITY, MO 64187-5852

ACCOUNT INQUIRIES AND
 LOST OR STOLEN CARDS
 888-484-5141

CARD SERVICES
 PO BOX 419734
 KANSAS CITY MO 64141-6734

Telephoning about billing errors will not preserve your rights under federal law. See the Billing Rights Summary on the reverse side.

Transaction Information

Transaction Date	Posting Date	Reference Number	Purchases, Cash Advances, Payments, Credits and Adjustments since last statement	Amount
TOTAL XXXX XXXX XXXX 0152				\$31,614.63-
07/20	07/20	F558000JU00CHGDDA	PAYMENT-THANK YOU	31,614.63-
MIKE MEATTE				\$289.56
07/10	07/12	2444500JHBLN566Z1	WM SUPERCENTER #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367	43.17
07/16	07/17	2443106JP5SSH8H8H	BATTERIES+BULBS #0943 WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63385	5.95
07/20	07/21	2444500JVBLMSLRR7	WM SUPERCENTER #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367	4.88
07/23	07/24	2449215JXLW80DVWQ	SIMPLE TIRE 215-642-8299 PA MCC: 5532 MERCHANT ZIP: 19053	235.56
GARY KAYSER				\$108.05
06/26	06/28	2469216J22X5J9LDH	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	7.14
07/07	07/08	2469216JD2XK55SKQ	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	6.49
07/13	07/14	2469216JK2XJ5LNVF	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	15.33
07/14	07/16	2473309JM5V2RMFVN	CHARLIES FARM AND HOME WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63385	7.99
07/23	07/24	2469216JX2XHB023R	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	71.10
JOE HUBBART				\$726.84
06/25	06/26	2406720J1QBZLT40D	BOBCAT OF ST LOUIS OFALLO636-2409020 MO MCC: 5599 MERCHANT ZIP: 63366	122.72
06/29	06/30	2406720J5QFNVD9L	BOBCAT OF ST LOUIS OFALLO636-2409020 MO MCC: 5599 MERCHANT ZIP: 63366	53.44
07/01	07/02	2469216J72XGBXJJP	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	27.01
07/02	07/05	2413746J95SDW8PEN	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	134.76
07/09	07/10	2413746JG016847LT	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	39.38
07/15	07/16	2406720JMQ2ML4AGE	BOBCAT OF ST LOUIS OFALLO FALLON MO MCC: 5599 MERCHANT ZIP:	151.84
07/15	07/16	2413746JN016HNA1E	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	23.63
07/17	07/19	2413746JR5SDNGP80	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	42.19
07/20	07/21	2406720JSQ7ALD53A	BOBCAT OF ST LOUIS OFALLO636-2409020 MO MCC: 5599 MERCHANT ZIP: 63366	102.04

Continued on next page

BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill

If you think your bill is wrong or if you need more information about a transaction on your bill, write to us on a separate sheet at the address shown below as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are

investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price was more than \$50 and the purchase was made in your home state or within 100 miles of your mailing address, (if we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase).

SEND INQUIRIES AND BILLING ERROR NOTICES TO: Card Center, P.O. Box 419734, Kansas City, MO. 64141 (800) 821-5184. In the Kansas City area, call 816-843-2000. Telephoning us will not preserve your Billing Error Rights.

In order to be credited to your account on the date received, your payment must be accompanied by the top portion of your statement and must be received at P.O. Box 219736, Kansas City, Missouri 64121-9736 by 10:00 a.m. Payments received at such location after 10:00 a.m. will be credited on the following business day, and payments received at any other address will be credited promptly but may be delayed up to five (5) days.

Notice regarding electronic collection of your check. When you send us a check drawn on a consumer account as payment on your account, you consent to our converting the check to an electronic (ACH) debit to collect it. See your Cardholder Agreement for further information. If we are unable to collect the debit electronically, you consent to our creation of a paper draft in the amount of your original check, which we will send to your financial institution for collection.

EXPLANATION OF FINANCE CHARGES

1. Finance Charges. During the Billing Period that ends on the "Statement Closing Date" printed on the front of each Monthly Statement, your Account may, subject to stated exceptions and conditions, be assessed a Finance Charge for the applicable Billing Period. The Finance Charge may consist of one or more of the following: a cash advance fee finance charge (which is a fixed amount) and/or a periodic rate finance charge. Any periodic rate finance charge charged to your Account during the Current Billing Period is calculated by multiplying a monthly periodic rate times the "Cash Advance Average Daily Balance", the "Purchase Advance Average Daily Balance" and each "Same-as-Cash Purchase (or Promotional Item) Average Daily Balance" of your Account for the Current Billing Period and, if applicable, times the "Purchase Advance Average Daily Balance" of your Account for the immediately-preceding Billing Period (the "Previous Billing Period").

2. Balance Computation. The Cash Advance Average Daily Balance of your Account for the Current Billing Period is computed by adding together the "Cash Advance Daily Balance" for each day in the Current Billing Period and dividing that sum by the number of days in the Current Billing Period. The "Purchase Advance Average Daily Balance" of your Account for the Current Billing Period is computed by adding together the "Purchase Advance Daily Balance" for each day in the Current Billing Period (exclusive of Same-as-Cash Purchases and other Promotional Items) and dividing that sum by the number of days in the Current Billing Period. The "Same-as-Cash Purchase (or Promotional Item) Average Daily Balance" for the Current Billing Period of each Same-as-Cash Purchase or Promotional Item on your Account is computed by adding together the Same-as-Cash Purchase (or Promotional Item) Daily Balance for each day in the Current Billing Period. The "Cash Advance Daily Balance", "Purchase Advance Daily Balance" and "Same-as-Cash Purchase (or Promotional Item) Daily Balance" for each day in the Current Billing Period are calculated as explained below. For purposes of such calculations, each qualifying Purchase made under a "Same-as-Cash Program" is referred to as a "Deferral" for the period of time (the "Deferral Period") during which no periodic rate finance charge is assessed to your account for the Same-as-Cash Purchase pursuant to the terms and conditions of the promotional program. The transaction information section on the front of each Monthly Statement will reflect the amount of each Same-as-Cash Purchase and Promotional Item posted to your Account, together with the date on which the Deferral Period for a Same-as-Cash Purchase will expire.

A. If the New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement was zero or was paid in full within 25 days of the Statement Closing Date shown thereon, then: (i) the Cash Advance Daily Balance for each day in the Current Billing Period is calculated by taking the amount of all of your posted unpaid Cash Advances as of the beginning of that day, adding any new Cash Advances posted to your Account as of that day and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your posted unpaid Cash Advances, and (ii) the Purchase Advance Daily Balance for each day in the Current Billing Period will be zero, and the Purchase Advance Average Daily Balance will not be computed during the Current Billing Period.

B. If, however, the New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement was not paid in full on or before the Payment Due Date shown thereon, then: (i) the Cash Advance Daily Balance for each day in the Current Billing Period is calculated in the same way as described in subsection 2.A. (i) above, and (ii) the Purchase Advance Daily Balance for each day in the Current Billing Period is calculated by taking the amount of all posted unpaid Purchase Advances (exclusive of Same-as-Cash Purchases and Promotional Items) and return check charges and documentation charges on your Account as of the beginning of that day, adding any new Purchase Advances (other than Same-as-Cash Purchases and Promotional Items) and return check charges and documentation charges posted to your Account as of that day, and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your posted unpaid Purchase Advances (other than Same-as-Cash Purchases and Promotional Items) and return check charges and documentation charges.

C. Each Same-as-Cash Purchase (or Promotional Item) Daily Balance for each day in the Current Billing Period is equal to the difference between the original amount of the Same-as-Cash Purchase or Promotional Item and the sum of all payments or credits posted to your Account prior to and as of that day that were applied against the Same-as-Cash Purchase or Promotional Item. The Purchase Advance Average Daily Balance for the Previous Billing Period (exclusive of Same-as-Cash Purchases and Promotional Items) is calculated by adding together the Purchase Advance Daily Balance for each day in the Previous Billing Period and dividing that sum by the number of days in the Previous Billing Period. The Purchase Advance Daily Balance for each day in the Previous Billing Period is calculated by taking the amount of all Purchase Advances (other than the Same-as-Cash Purchases and Promotional Items) and return check charges and documentation charges first posted to your Account during the Previous Billing Period that remain unpaid as of the beginning of that day, adding any new Purchase Advances (other than the Same-as-Cash Purchases and Promotional Items) and return check charges and documentation charges posted to your Account as of that day, and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your unpaid Purchase Advances (other than the Same-as-Cash Purchases and Promotional Items) and return check charges and documentation charges. The balances for Same-as-Cash Purchases will be included in the Purchase Advance Average Daily Balance when the applicable Deferral Period expires and will no longer appear on your Monthly Statement as a separate Same-as-Cash (or promotional item) Daily Balance).

3. Free Ride Period.

A. **Cash Advances.** A periodic rate finance charge applies to all Cash Advances from the date they are posted to your Account until paid in full.

B. **Same-as-Cash Purchases.** Although a periodic rate finance charge will accrue monthly on a Same-as-Cash Purchase from the date it is first posted to your Account, the accrued periodic rate finance charges will not be charged to your Account if the full amount of the Same-as-Cash Purchase is paid by the end of its Deferral Period. At the end of the Deferral Period, however, if the full amount of the Same-as-Cash Purchase has not been paid, the periodic rate finance charges that accrued on the Same-as-Cash Purchase during the prior Billing Periods of its Deferral Period, and a periodic rate finance charge on the unpaid balance of the Same-as-Cash Purchase for the Current Billing Period, will be charged to your Account. A periodic rate finance charge on a Same-as-Cash Purchase whose Deferral Period has expired will continue to be charged to your Account during each following Billing Period in which any portion of the Same-as-Cash Purchase remains unpaid. On the front side of each Monthly Statement, the amount of the periodic rate finance charge for each Same-as-Cash Purchase whose Deferral Period has expired (i) appears in the transaction information section, and (ii), on the last page, is included in the "Account Summary" or the "Finance Charge" box, but will not be part of the "Finance Charge Computation" disclosed in the "Finance Charge Information" box. After expiration of the Deferral Period, Same-as-Cash Purchases will no longer be reported on your Monthly Statement.

C. **Other Purchase Advances.** Purchase Advances (including Promotional Items, but excluding Same-as-Cash Purchases) and return check charges and documentation charges first posted to your Account during the Current Billing Period incur a periodic rate finance charge from the date they are posted to your Account until paid in full, unless: (i) the New Balance (after subtracting all Deferrals) shown on your Previous Monthly Statement was zero or was paid in full on or before the Payment Due Date shown thereon, and (ii) the New Balance (after subtracting all Deferrals) shown on your Current Monthly Statement is paid in full on or before the Payment Due Date shown thereon. If the conditions described in (i) and (ii) above are both satisfied, you will avoid periodic rate finance charges on all Purchase Advances (including on Promotional Items) that are not Cash Advances, and other than accrue on Deferrals, return check charges and documentation charges first posted during the Current Billing Period. If the condition described in (i) above (relating to the payment of your prior balance) is satisfied, but the condition described in (ii) above (relating to the payment of your current balance) is not satisfied, then, at the beginning of the immediately-following Billing Period, a periodic rate finance charge will be assessed on all Purchase Advances (including Promotional Items) that are not Cash Advances, but excluding Deferrals) first posted to your Account during the Current Billing Period; the amount of such Finance Charge (exclusive of Finance Charges on Promotional Items) will appear on your immediately-following Monthly Statement, and will show the dollar amount of the Current Billing Period Purchase Advance Average Daily Balance on which it was calculated (such Purchase Advance Average Daily Balance will be identified on the front of the last page of such following Monthly Statement as your "Average Daily Balance" for the "Previous Billing Period").

Transaction Information Continued

Transaction Date	Posting Date	Reference Number	Purchases, Cash Advances, Payments, Credits and Adjustments since last statement	Amount
07/20	07/21	7406720JSQ7ALD560	BOBCAT OF ST LOUIS OFALLO636-2409 CREDIT MCC: 5599 MERCHANT ZIP: 63368	102.04
07/20	07/21	2413746JV014BATMH	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	78.76
07/20	07/21	2469216JS2XF1TR7T	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	24.16
07/22	07/23	2469216JW2XWLX0LS	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	15.96
07/22	07/24	2413746JX5SDQ2BLN	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	12.99
DAVE HUMPHREY				
TOTAL XXXX XXXX XXXX 0202 \$245.16				
07/07	07/08	2413746JE0146E5VX	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	23.24
07/13	07/14	2443106JL5SSGZQ8P	BATTERIES+BULBS #0943 WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63385	148.95
07/13	07/14	2469216JK2XPMYNT3	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	23.85
07/15	07/17	2401339JN01VF55MM	NU WAY WENTZVILLE WENTZVILLE MO MCC: 7394 MERCHANT ZIP:	19.40
07/23	07/24	2469216JX2XKGPS12	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	29.72
BRENDA CUELLER				
TOTAL XXXX XXXX XXXX 0244 \$5.07				
07/07	07/08	2441295JD60L3D97M	RECORDER OF DEEDS 636-949-7511 MO MCC: 9399 MERCHANT ZIP: 63301	5.07
MICHELLE DEBORD				
TOTAL XXXX XXXX XXXX 0251 \$89.66				
07/05	07/06	2469216JB2X6EDBEG	Amazon.com*MJ5BS0AP0 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109	89.66
KIMBRA CALLIS				
TOTAL XXXX XXXX XXXX 0277 \$53.83				
07/06	07/08	2426978JDEJ6FYGO	GOIN POSTAL - LAKE ST LAKE SAINT LO MO MCC: 7399 MERCHANT ZIP:	53.83
AP GHOST ACCOUNT				
TOTAL XXXX XXXX XXXX 0301 \$27,014.30				
07/01	07/02	2443106J88AH2X2HX	ROTO-ROOTER 10189 SAINT CHARLES MO MCC: 1711 MERCHANT ZIP: 63301	2,479.00
07/01	07/03	2449215J80TYSX0N0	TLO TRANSUNION 561-988-4200 FL MCC: 7372 MERCHANT ZIP: 33431	165.00
07/14	07/15	2475542JMM9NJQP1M	PWSD 2 OF ST CHARLES COUN636-5613737 MO MCC: 4900 MERCHANT ZIP: 63368	1,024.14
07/14	07/16	2475542JM4DH4XF6P	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	8,074.18
07/14	07/16	2475542JM4DH4XF65	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	9,851.27
07/14	07/16	2475542JM4DH4XJN1	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	5,240.68
07/15	07/16	2469216JM2XRKSEAL	SPIRE BILL PAY 800-887-4173 MO MCC: 4900 MERCHANT ZIP: 63101	46.79
07/15	07/16	2469216JM2XRKS6SW	SPIRE BILL PAY 800-887-4173 MO MCC: 4900 MERCHANT ZIP: 63101	73.98
07/20	07/21	2475542JVM9RQG1EH	PWSD 2 OF ST CHARLES COUN636-5613737 MO MCC: 4900 MERCHANT ZIP: 63368	15.75
07/20	07/21	2475542JVM9RQG1QR	PWSD 2 OF ST CHARLES COUN636-5613737 MO MCC: 4900 MERCHANT ZIP: 63368	43.51
PAUL MARKWORTH				
TOTAL XXXX XXXX XXXX 0335 \$75.00				
06/30	07/02	2470780J70VZ6Q9QH	Missouri Municipal League573-635-9134 MO MCC: 7399 MERCHANT ZIP: 65109	75.00
ADAM COLE				
TOTAL XXXX XXXX XXXX 0368 \$580.79				
06/25	06/26	2469216J12XAH6J13	Amazon.com*MS6EH4BQ2 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109	298.90
06/28	06/29	2490641J42SB4Y4VN	NEXTIVA*VOIP SERVICE 800-9834289 AZ MCC: 4814 MERCHANT ZIP: 85250	126.01
07/09	07/10	7408342JF0003F6VZ	AJ TEK CORPORATION OAKVILLE CD MCC: 5734 MERCHANT ZIP:	60.00
07/21	07/22	7408342JV0003K4PM	1PASSWORD TORONTO CD MCC: 5734 MERCHANT ZIP:	35.88
07/23	07/24	2443099JYBM92757M	MSFT *E0800BOL77 800-642-7676 WA MCC: 5045 MERCHANT ZIP: 98052	60.00
PAT DOERING				
TOTAL XXXX XXXX XXXX 0400 \$883.15				
07/08	07/09	2471705JE5033HNDK	TOTAL LOCK AND SECURITY 314-2983433 MO MCC: 7399 MERCHANT ZIP: 63146	95.94
07/10	07/10	2443106JG2DKJSHTF	AMAZON.COM*MJ00I88S0 AMZN.AMZN.COM/BILL WA MCC: 5942 MERCHANT ZIP: 98109	59.90
07/14	07/15	2400341JLS66HPMVV	CARTRIDGE WORLD - STL 636-3912278 MO MCC: 5943 MERCHANT ZIP: 63011	350.61
07/14	07/15	2469216JL2Y1VZPVH	AMZN Mktp US*MV8G65ZS1 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109	125.91
07/16	07/17	2469216JN2XMLEMKX	AMZN Mktp US*MV4NE1ES1 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109	195.80
07/16	07/17	2490641JN2VJ70DHA	HLU*Hulu 1241704303276-U HULU.COM/BILL CA MCC: 4899 MERCHANT ZIP: 90404	54.99
CHRIS WHITE				
TOTAL XXXX XXXX XXXX 0434 \$16.98				
07/16	07/17	2469216JN2XSJR5D6	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	16.98

Transaction Information Continued

Transaction Date	Posting Date	Reference Number	Purchases, Cash Advances, Payments, Credits and Adjustments since last statement	Amount
ED HULSEY				
TOTAL XXXX XXXX XXXX 0517 \$1,696.62				
06/25	06/28	2401339J20Z2BWWQ	NU WAY WENTZVILLE 636-3278877 MO MCC: 7394 MERCHANT ZIP: 63385	735.00
06/26	06/28	2432303J3BLH69X37	TRAFFIC CONTROL COMPAN 6362257800 MO MCC: 5085 MERCHANT ZIP: 63088	177.68
07/06	07/08	2432303JDBLH1HAA1	TRAFFIC CONTROL COMPAN 6362257800 MO MCC: 5085 MERCHANT ZIP: 63088	284.99
07/14	07/16	2432303JMBLGP80WV	TRAFFIC CONTROL COMPAN 6362257800 MO MCC: 5085 MERCHANT ZIP: 63088	65.87
07/19	07/21	2404083JSS66K866A	CHUCKS BOOTS ST PETERS 636-9702668 MO MCC: 5661 MERCHANT ZIP: 63376	129.99
07/23	07/26	2401339JY02S6QASQ	NU WAY WENTZVILLE 636-3278877 MO MCC: 7394 MERCHANT ZIP: 63385	173.00
07/24	07/26	2404083JYS66KP3LD	CHUCKS BOOTS ST PETERS 636-9702668 MO MCC: 5661 MERCHANT ZIP: 63376	129.99
DARRELL HARRISON				
TOTAL XXXX XXXX XXXX 0533 \$111.52				
07/13	07/14	2405523JLBRMMV1J	WENTZVILLE RURAL KING#45 WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63385	111.52
DENNIS KNAUST				
TOTAL XXXX XXXX XXXX 0541 \$177.39				
06/25	06/26	2469216J12XDZ3KBY	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	31.96
06/30	07/02	2401339J7002R5S4L	NU WAY WENTZVILLE WENTZVILLE MO MCC: 7394 MERCHANT ZIP:	100.00
07/08	07/09	2469216JE2X9FB32S	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	20.52
07/20	07/21	2469216JS2XHF51KG	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	10.23
07/24	07/26	2469216JY2XA845PN	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	14.68
DARIN JOHNSON				
TOTAL XXXX XXXX XXXX 0558 \$468.27				
06/25	06/26	2469216J12XDZ3K9J	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	18.38
07/01	07/02	2469216J72XMN9L99	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	31.60
07/02	07/03	2416407J831TMV9H5	STAPLS7309453801000001 877-8267755 MI MCC: 5111 MERCHANT ZIP: 48375	43.98
07/08	07/09	2471705JE5033HNDV	TOTAL LOCK AND SECURITY SAINT LOUIS MO MCC: 7399 MERCHANT ZIP: 63146	6.49
07/21	07/22	2422638JWBLH41XL6	WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367	63.88
07/23	07/24	2469216JX2XHB01YL	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	164.30
07/23	07/26	2413746JY5SDKNQ1N	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	139.64
ANNA ROTHERMICH				
TOTAL XXXX XXXX XXXX 0616 \$1,419.66				
07/01	07/02	2480187J861AGRLB5	ACTIVE SCREENING/PROTECT 800-319-5587 FL MCC: 7375 MERCHANT ZIP: 33618	79.20
07/02	07/03	2422638J9BLGZDPN9	WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367	29.18
07/13	07/14	2449215JKMNNZA54R	SESAC 866-218-5823 TN MCC: 7299 MERCHANT ZIP: 37203	473.80
07/13	07/14	2490641JK2VD37GTZ	Broadcast Music Inc BMI 800-4012000 TN MCC: 5969 MERCHANT ZIP: 37203	364.00
07/14	07/15	2469216JL2XH7TR8X	ASCAP LICENSE FEE 800-505-4052 NY MCC: 7399 MERCHANT ZIP: 10023	364.50
07/17	07/19	2422638JRBLH28171	WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367	22.02
07/18	07/19	2443106JRLQEFR6YJ	ADOBE CREATIVE CLOUD 408-536-8000 CA MCC: 5734 MERCHANT ZIP: 95110	82.98
07/18	07/20	2444500JT2XBJ2M1K	SCHNUCKS LAKE ST. LOUIS LAKE ST. LOUI MO MCC: 5411 MERCHANT ZIP:	3.98
BARBARA COURTNEY				
TOTAL XXXX XXXX XXXX 0632 \$263.90				
06/24	06/26	2413746J1EJBGVJN1	OFFICEMAX/OFFICEDEPT#6874800-463-3768 KS MCC: 5965 MERCHANT ZIP: 66111	4.69
06/24	06/26	2413746J1EJBGVJRL	OFFICEMAX/OFFICEDEPT#6874800-463-3768 KS MCC: 5965 MERCHANT ZIP: 66111	132.71
06/24	06/26	2413746J1EJBGVJXE	OFFICEMAX/DEPOT 6869 800-463-3768 IL MCC: 5965 MERCHANT ZIP: 60143	31.98
06/25	06/26	2441295J18B4VJDKN	ST CHARLES FAMILY ARENA SAINT CHARLES MO MCC: 7941 MERCHANT ZIP: 63301	37.20
06/25	06/28	2413746J2EJQLFEFP	OFFICEMAX/OFFICEDEPT#6877800-463-3768 OH MCC: 5965 MERCHANT ZIP: 43228	9.08
07/10	07/12	2441295JG8B4VJDKP	ST CHARLES FAMILY ARENA SAINT CHARLES MO MCC: 7941 MERCHANT ZIP: 63301	34.64
07/11	07/12	2469216JJ2XKZ124B	THE UPS STORE 4757 WENTZVILLE MO MCC: 7399 MERCHANT ZIP: 63385	13.60
STEVE WALLER				
TOTAL XXXX XXXX XXXX 0005 \$723.35				
06/30	07/02	2405523J7BLRTFXFP	WENTZVILLE RURAL KING#45 WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63385	61.14
06/30	07/02	2461043J709FS1P8V	THE HOME DEPOT #3025 WENTZVILLE MO MCC: 5200 MERCHANT ZIP: 63385	31.98
07/10	07/12	2469216JG2XR14ZRY	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	42.09

Transaction Information Continued

Transaction Date	Posting Date	Reference Number	Purchases, Cash Advances, Payments, Credits and Adjustments since last statement	Amount
07/17	07/19	2469216JR2XN18YKE	AMZN Mktg US*MV6099PT1 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109	137.98
07/20	07/21	2405523JVBLRTFXM1	WENTZVILLE RURAL KING#45 WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63385	229.96
07/22	07/24	2461043JX09FSAF7Y	THE HOME DEPOT #3025 WENTZVILLE MO MCC: 5200 MERCHANT ZIP: 63385	197.92
07/23	07/24	2469216JX2XKGPS08	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	22.28
MELINDA KUES				
TOTAL XXXX XXXX XXXX 0047 \$236.50				
06/24	06/26	2416407J17DLGLOGE	SUBWAY 00364885 LAKE ST LOUIS MO MCC: 5814 MERCHANT ZIP: 63367	21.74
06/28	06/28	2449215J4LR29B1HB	PSI SERVICES LLC 818-847-6180 CA MCC: 8299 MERCHANT ZIP: 91203	160.00
07/01	07/03	2444500J82X8R9ZE1	SCHNUCKS LAKE ST. LOUIS LAKE ST. LOUI MO MCC: 5411 MERCHANT ZIP:	36.08
07/17	07/19	2422638JRBLH47QM0	WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367	18.68
CHAD LAYTON				
TOTAL XXXX XXXX XXXX 0054 \$332.16				
07/20	07/22	2412157JV90TAH59R	AXON 800-9782737 AZ MCC: 5085 MERCHANT ZIP: 85255	332.16

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Current Billing Period Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	0.00	0.00	0.00
Cash Advances	0.00	0.00	0.00

Periodic rates and APRs may vary. See your Cardmember Agreement for an explanation. There is a 25-day grace period for Purchases but not for Cash Advances. You can avoid additional finance charges on Purchases if you pay the New Balance within 25 days of the Statement Closing Date (which may not be the same as the Payment Due Date). See reverse side for important information and disclosures and, if an Annual Fee was posted above, regarding renewals.

Additional Account Information

**\$35,517.66 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED
AS YOUR AUTOMATIC PAYMENT ON 08/21/20.**

UMB will begin using text messaging to confirm suspicious transactions for credit cardholders with mobile phone numbers on record. Learn more about how UMB looks out for our customers by visiting UMB.com/fraudalerts.

ACH TRANSFERS: - GENERAL FUND

8/11/2020 ELEC TX TSFR	08/13/2020 PY	50,265.32
8/11/2020 ACH-ICMA	08/13/2020 PY	5,418.09
8/11/2020 TASC	08/13/2020 PY	2,554.70
7/28/2020 FP Mailing Solutions 06/25/2020-09/24/2020		102.00
7/31/2020 LAGERS Payment/July 2020		55,701.46
8/3/2020 MO-941 Employers Withholding Tax/July 2020		22,240.50
8/3/2020 Sams Club 06/23/2020-07/23/2020		406.10
8/3/2020 Merchant Services Credit Card Fees/July 2020		343.18
8/3/2020 Global Payments Credit Card Fees/July 2020		461.36
8/10/2020 Duckett Creek Sanitary District 05/31/2020-06/30/2020		21.75
TOTAL		<hr/> 137,514.46
PAYROLL	08/13/2020 PY	154,127.34