

“Due to the outbreak of COVID-19, public attendance at the September 21, 2020 5 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

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To join by telephone

(Audio only): (312) 626-6799

Meeting ID: 815 8897 5602

Password: 58802369

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, September 21, 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 5 P.M. on Monday, September 21, 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. DEVELOPER PRESENTATION HAWK RIDGE SENIOR LIVING SITE PLAN
- IV. EXECUTIVE SESSION: LEGAL RSMO 610.021.1 exemption
- V. GENERAL DISCUSSION
- VI. 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 16th day of September, 2020.

A handwritten signature in blue ink that reads "Donna F. Daniel". The signature is written in a cursive style and is positioned above a horizontal line.

By: Donna F. Daniel, City Clerk

Time: 1:00 p.m.

NOTICE OF OPEN
VIRTUAL MEETING
CITY OF LAKE SAINT LOUIS

ADMINISTRATIVE/FINANCE
PUBLIC WORKS
JOINT WORK SESSION

MONDAY, SEPTEMBER 21, 2020
6:15 P.M. - CITY HALL

“Due to the outbreak of COVID-19, public attendance at the September 21, 2020 6:15 p.m. Board of Alderman Work Session meeting will be through virtual presence only. Use the following information to participate and/or access the virtual “Zoom” meeting:

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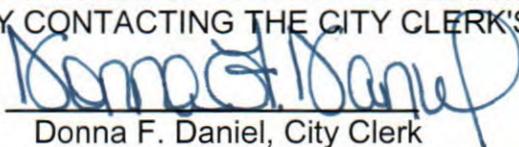
The Board will accept comments by e-mail at Board@lakesaintlouis.com or in writing until 4 p.m., Monday, September 21, 2020; comments received in a timely fashion will be read or summarized during the 7 p.m. business meeting. To review the agenda, visit <http://www.lakesaintlouis.com/AgendaCenter/Board-of-Alderman-2> “

AGENDA

1. Discussion – Use Tax
2. General Discussion

PLEASE CONTACT CITY HALL 48 HOURS PRIOR TO THE MEETING IF
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NOTICE BY CONTACTING THE CITY CLERK'S OFFICE.

Posted By: 
Donna F. Daniel, City Clerk

Date: September 16, 2020
Time: 1:00 p.m.



September 15, 2020

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

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

FROM: Paul Markworth, City Administrator

Handwritten initials "PM" in blue ink, positioned to the right of the "FROM:" line.

SUBJECT: Use Tax Discussion

The Chief invited Ken McDonald and Mike Force to discuss forming a use tax support committee. Both Ken and Mike led the last effort to pass the tax and want to be involved in voter outreach when the tax is on the ballot again.

The Board expressed interest to put the question before voters in April 2021. If so, a decision should be made in November or December and the ballot language given to the Election Authority in January. O'Fallon put the question to voters in June and their ballot language is much different than previously submitted to voters. It said:

In order to increase funding for O'Fallon police services and road improvements, shall the City of O'Fallon impose a local use tax at the same rate as the total local sales tax rate, currently two percent (2%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

This language is so much better than what we and other cities previously used and I presume the Election Authority will allow us to use it as a template. O'Fallon passed the tax with 54% support.

O'Fallon marketed the tax increase saying the money would be spent on public safety which they defined as police and street repairs/construction. The police department gets technology improvements and in the future more police officers. Public Works gets additional funding for asphalt and concrete residential street improvements. No specific percent is allocated to the departments.

Attached you will find information from O'Fallon's website and a Mid Rivers Magazine news article.





English

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O'FALLON

CITY OF

Proposition 1 – Vote June 2

...
EXPLORE
O'FALLON

Proposition 1 passed with a simple majority in the Tuesday, June 2nd, General Municipal Election with 54.81% of O'Fallon residents voting "Yes" on the measure. Thank you for your support on Proposition 1, O'Fallon!

When O'Fallon voters go to the polls on Tuesday, June 2, they will have the opportunity to vote on Proposition 1, which would increase funding to the O'Fallon Police Department and road improvements. The funds would come from a use tax placed on items purchased from out-of-state retailers.



WHAT WILL THE FUNDS BE USED FOR?

Initial improvements for the O'Fallon Police Department focus on technological improvements to help officers do their jobs more safely and more efficiently. These improvements include:

- In-car cameras
- Body cameras
- A new computer-aided dispatch system to replace the current 20-year-old system
- License plate readers

Future plans also call for the addition of more police officers to keep up with the growth of the City.

The City's Street and Road Improvement Fund also will see additional funds through the passing of Prop 1. These funds will be used to make City streets safer through additional asphalt and concrete improvements on residential streets.



WHY ARE USE TAXES BEING CONSIDERED?



Local sales tax revenues cannot be collected for online, out-of-state purchases and can only be collected through a use tax.

Estimates from the Missouri Municipal League show that the City of O'Fallon would receive about \$3 million per year if a use tax was in place. These revenues would have been collected as sales taxes had the purchases been made at O'Fallon retailers, but for purchases were made online or from out-of-state retailers, no City sales taxes are collected.

Any local use taxes collected from the passing of Proposition 1 will be used to increase funding for the O'Fallon Police Department and to make road improvements throughout the City.

HOW DOES A USE TAX WORK?

Local use tax is collected instead of sales tax when an out-of-state vendor does not have a sufficient presence in Missouri to be subject to local sales tax. More than 110 Missouri cities and 45 States already have a use tax, including the State of Missouri and St. Charles County. O'Fallon currently does not have a use tax.

Without an O'Fallon use tax in place, out-of-state purchases do not get charged the 2% City of O'Fallon sales tax that is charged on local purchases. With a use tax in place, the same amount of sales tax applied on local purchases would apply to out-of-state purchases.



Because the Use Tax rate mirrors the Sales Tax rate on retail purchases made within the City, the Use Tax will always be equal to the Sales Tax rate. That means with a Use Tax in place, a business buying out of state will pay the same tax rate charged on products purchased locally. If the business buys locally, the Sales Tax applies. If the out-of-state purchase does not have sales tax applied, then the Use Tax applies.

Voter approval is necessary for the City of O'Fallon to receive local use tax revenue on goods purchased for use in the City from out-of-state and online vendors. At no time can local use tax and local sales tax be collected on the same transaction.

Citizens will have the opportunity to vote on Prop 1 on the June 2, 2020, ballot:

PROPOSITION 1

In order to increase funding for O'Fallon police services and road improvements, shall the City of O'Fallon impose a local use tax at the same rate as the total local sales tax rate, currently two percent (2%), provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A

use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

KEY FACTS ABOUT PROP 1

On June 2, 2020, O'Fallon voters will decide the following ballot issue regarding a use tax. The local use tax is applied, in lieu of the local sales tax, on transactions conducted with out-of-state vendors including catalog and direct market and many online sales.



- ✓ **Purchasers will not pay both a sales tax and use tax on a transaction:** A purchaser pays one or the other, depending on the type of purchase. The use tax rate will always be the same as the sales tax rate (currently 2%). The use tax would go up or down with the sales tax rate.

- ✓ **The Missouri Municipal League estimates O'Fallon would collect approximately \$3 million per year if the use tax is approved by voters:** This money would be used first for technology improvements and safety equipment for the O'Fallon Police Department. Future funds also may be utilized to add new officers to keep up with the growth of the City. After police needs are covered each year, remaining funds will be used to improve additional residential streets.

- ✓ **The use tax will not increase the sales tax:** If approved, the use tax means the city would begin to collect its 2% portion of the use tax (in lieu of the local sales tax) for sales to buyers in O'Fallon by certain online retailers and out-of-state sellers.

If the use tax is not passed, online stores located out of state won't collect any local tax. Passage of the use tax means out-of-state vendors would begin to collect the use tax in lieu of sales tax as dictated by State and Federal laws.

- ✓ **Other cities have approved the use tax:** Wentzville, Foristell, St. Charles County and more than 105 cities across the State of Missouri already have a use tax in place. Having a local use tax, eliminates any incentive for purchases to be made from out of state or from online sellers.

FREQUENTLY ASKED QUESTIONS

What is a local use tax?



How is the use tax different from sales tax?



Will I be double-taxed for purchases?



Isn't the local use tax a new tax?



If approved, how will the local use tax be applied to online purchases?



Will I pay a use tax if I shop in O'Fallon?



Is this only a business tax?



Why is O'Fallon asking for yet another tax? Aren't we taxed enough?



Are any items exempt?



This website was prepared and paid for by the City of O'Fallon, Bill Hennessy, Mayor, 100 North Main Street, O'Fallon, MO 63366 solely to educate and inform residents about questions that may be presented at the polls. It is NOT intended to advocate, support or oppose the passage or defeat of any measure or candidate. Each voter should vote based on his or her own best judgment.

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100 North Main Street O'Fallon, MO 63366 Phone: 636-240-2000 Hours: 9 a.m. – 3:30
p.m., Monday – Friday

An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and residents with underlying medical conditions are especially vulnerable. By visiting any City of O'Fallon facility, you voluntarily assume all risks related to exposure to COVID-19.

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🏠 Home >> News >> Missouri >> Local municipality, state legislator seek passage of use tax legislation

Local municipality, state legislator seek passage of use tax legislation

🕒 May 4, 2020 👁️ 133 Views

In its simplest form, a use tax is sales tax collected by an e-commerce vendor and distributed to the municipality in which the purchased item will be used. Use tax revenue functions exactly the same way sales tax revenue does – it helps municipalities provide services to residents.

On April 22, the Missouri Municipal League [MML] predicted that “failure to pass an e-commerce use tax could bankrupt local governments in wake of the COVID-19 pandemic.”

“It’s not a new tax,” said Pat Kelly, executive director of the Municipal League of Metro St. Louis. “It’s just one – already approved by voters – that we [as a state] are failing to collect. That’s bad for brick and mortar stores because internet sellers are not collecting local sales taxes and that’s a competitive disadvantage. But I think one of the bigger concerns going forward is that because of the stay-at-home orders over the last six to eight weeks, people are going to become even more accustomed to purchasing items over the internet.”

Throughout St. Charles County, local governments have pointed toward internet sales as a major player in the loss of operating revenue. As such, several cities have put use tax measures on previous ballots. This June, only O’Fallon has a use tax measure on its ballot. The ballot language reads as follows:

“In order to increase funding for O’Fallon police services and road improvements, shall the City of O’Fallon impose a local use tax at the same rate as the total local sales tax rate, currently two percent [2%], provided that if the local sales tax rate is reduced or raised by voter approval, the local use tax rate shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.”

Thomas Drabelle, O’Fallon’s communications director, explains that under the current system, use taxes are self-reported. That means individuals who purchase more than \$2,000 from out-of-state vendors are obligated to report their purchases on a separate tax return at year’s end and remit a check for the use tax [sales tax] only on those purchases over \$2,000.

“It’s complicated,” Drabelle said.



Missouri is one of only two states in the nation that does not collect local sales [use] taxes on internet purchases.

Further complicating matters is that e-commerce companies that have a nexus [physical presence] in Missouri already collect sales tax. Capturing sales tax [use tax] revenue from out-of-state sellers is the larger concern.

KATE UPTERGROVE



Kate joined West

News magazine as its managing editor in 2012. She added managing editor of Mid Rivers News magazine to her title in 2014. Kate came to the News magazine Network from the St. Louis Post-Dispatch, where she most notably served as the writer/editor of a variety of specialty magazines and sections, including Thrive, College Connection, Golden Age and The Workplace. Additionally, Kate has worked as a fundraising professional, aiding nonprofits across the country. She and her husband, Michael, have two dogs – a border collie named Linus, who competes with St. Louis Disc Dogs, and a chow-chow named Minga.

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Hwy. DD improvements could require eminent domain
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Sen. Andrew Koenig [R-District 15] currently has a bill in the Senate [SB648] that, if passed, could help to address that concern. The bill was the last item being debated on the Senate floor prior to the COVID-19 closures. Its goal, according to Koenig's policy director, Daniel Wilhelm, is to level the playing field so that whether someone purchases something online or at a brick and mortar location, the local government receives the same approved sales tax, which they can use to pay for city expenditures as allowed by voters.

Missouri is one of only two states in the nation that does not collect local sales [use] taxes on internet purchases.

"In most states, they just collect sales tax but in Missouri we have a use tax system that's built into our tax code," Kelly explained. "So we need to pass legislation at the state level to start capturing the internet sales tax, and local municipalities or taxing districts need to pass legislation in order to collect it."

Koenig was quick to point out that passage of SB648 would not immediately affect municipal budgets impacted by COVID-19.

"If passed, it has an effective date of Jan. 1, 2022," he said. "[But] it is good policy because under the current system we create an incentive to purchase from non-Missouri businesses and that's not an incentive that we want."

Additionally, Koenig pointed out that his bill is designed to "offset any increased revenue to the state with an income tax cut so that the bill is revenue neutral."

"My bill also has sales tax caps in it that would prevent cities raising sales tax above a specified level, which the state Municipal League is in agreement with," Koenig said.

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CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
MONDAY, SEPTEMBER 21, 2020
7:00 P.M. REGULAR MEETING
AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL:

PRESENT ABSENT

Mayor Kathy Schweikert	_____	_____
Jason Law, Alderman Ward III	_____	_____
Gary Turner, Alderman Ward I	_____	_____
Gary Torlina, Alderman Ward I	_____	_____
John Pellerito, Alderman Ward III	_____	_____
Mike Potter, Alderman Ward II	_____	_____
Karen Vennard, Alderman Ward II	_____	_____

Paul Markworth, City Administrator
Donna F. Daniel, City Clerk
Matthew Reh, City Attorney

Next Ord. 4150

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 21, 2020
AGENDA

George Ertle, Assistant City Administrator
Derek Koestel, Public Works Director
Renee Camp, Finance Director
Louis Clayton, Community Development Director
Chris DiGiuseppi, Chief of Police

IV. INVOCATION: Deacon Richard Moore, Saint Gianna Catholic Church

V. ANNOUNCEMENTS:

VI. COMMITTEE REPORTS:

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

VII. PUBLIC HEARINGS:

- **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**. At the August 17, 2020 and September 8, 2020 **BOA** the Public Hearing was **continued**.)

- **Text Amendment – Business Associations Text amendments to Municipal Code Title IV:** Land Use, regarding business associations.

(At the September 3, 2020 **P&Z** meeting this item was recommended for **APPROVAL**.)

CITY OF LAKE SAINT LOUIS
 BOARD OF ALDERMEN
 REGULAR MEETING
 SEPTEMBER 21, 2020
 AGENDA

- **Citizens may be heard on the proposed property tax rates**, which are projected to be required from the property tax, to produce revenues for the budget year beginning July 1, 2020 and ending June 30, 2021. Property taxes are determined by multiplying the current tax rate by the assessed valuation. The result is divided by \$100.00 so the tax rate will be assessed at 49.86 cents (\$.4986) per one hundred dollars (\$100.00) for the General Fund and 47.00 cents (\$.4700) per one hundred dollars (\$100.00) valuation for the General Obligation Debt Service fund.

		Current Year 2020	Prior Year 2019
Assessed Valuation:			
Real Estate		\$420,420,622	\$418,493,376
		Estimated Tax Rate – 2020	Rate - 2019
Revenue by Fund:			
General Fund	\$2,096,217	\$.4986	\$.4986
General Obligation Fund	\$1,975,977	\$.4700	\$.4700

VIII. CALENDAR: September 2020 and October 2020

IX. MINUTES FROM: September 8, 2020 Special Meeting
 September 8, 2020 Regular Meeting

X. CONSENT AGENDA:

1. Warrant dated September 21, 2020 in the amount of \$622,562.31

XI. APPOINTMENTS:

Mayor Schweikert recommends the following appointment:

Planning and Zoning Commission

Ken Spoden

Un-expired term ending 12/31/21

XII. PUBLIC COMMENT:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 21, 2020
AGENDA

XIII. TABLED:

1. 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.

(This item was tabled at the August 17, 2020 and September 8, 2020 BOA meeting.)

XIV. OLD BUSINESS:

XV. NEW BUSINESS:

1. Resolution No. 09-21-20 (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.
2. Bill No. 4363 – An ordinance establishing the annual tax rate and special tax levy for the year 2020 on all property in the City of Lake Saint Louis, St. Charles County, Missouri, and establishing a new ordinance on the same matter.
3. Bill No. 4364 – An ordinance to authorize the Mayor and/or City Administrator to enter into a License Agreement with Lake Forest Country Club to install and maintain landscaping irrigation and a monument sign in the island located in the Yard Drive cul-de-sac.
4. Bill No. 4365 – An ordinance to award a contract to Aspire Construction Services, LLC for work related to the construction of a new restroom facility to serve Deer Ridge Park for the City of Lake Saint Louis, Missouri, and authorize the Mayor and/ or City Administrator to execute said contract on behalf of the City.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 21, 2020
AGENDA

5. Bill No. 4366 – An ordinance amending certain provisions of Municipal Code Title IV: Land Use, related to business associations.
6. Bill No. 4367 – 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.

XVI. BOARD COMMENTS:

XVII. STAFF COMMENTS:

XVIII. EXECUTIVE SESSION: Legal exemption 610.021.1 exemption

XIX. GENERAL DISCUSSION

XX. ADJOURNMENT:

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

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>6:00 PM A/F Work Session - Virtual</u> <u>6:30 PM Special Board of Aldermen Meeting - Virtual</u>	09	10	11	12 <u>City-Wide Garage Sale</u>
13	14	15 <u>8:30 A.M. ARB Meeting - Cancelled. No Agenda</u> <u>Park Board Meeting</u> <u>Tree Board Meeting-Canceled</u>	16	17 <u>Board of Adjustment</u>	18	19
20	21 <u>5:00 PM Special Board of Aldermen Meeting - Virtual</u> <u>6:15 PM A/F Work Session - Virtual</u> <u>7:00 PM Board of Aldermen Meeting - Virtual</u>	22 <u>8:30 A.M. ARB Meeting - Virtual</u> <u>MUNICIPAL COURT</u>	23	24 <u>Blood Drive</u>	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 - Cancelled, No Agenda

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, 5:00 PM @ Council Chambers

The public hearing will be conducted by video and teleconference only, via Zoom. The public may participate in the public hearing using the following information: To join by computer or mobile application (video and/or audio): [https://www.zoom.us/](https://www.zoom.us/j/83319895545?pwd=djJFQXBWbkpmbIZDT25zNlVMYVpCQT09) or <https://us02web.zoom.us/j/83319895545?pwd=djJFQXBWbkpmbIZDT25zNlVMYVpCQT09> To join by telephone (audio only): +1 312 626 6799 Meeting ID: 833 1989 5545 Password: 500818

[More Details](#)

Board of Aldermen

5:00 PM Special Board of Aldermen Meeting - Virtual

September 21, 2020, 5:00 PM - 6:15 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: 815 8897 5602 Password: 58802369

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6:15 PM A/F Work Session - Virtual

September 21, 2020, 6:15 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: 815 8897 5602 Password: 58802369

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[More Details](#)

7:00 PM Board of Aldermen Meeting - Virtual

September 21, 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: 815 8897 5602 Password: 58802369

"Due to the outbreak of COVID-19, public attendance at the September 21, 2020 7p.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](#)

Community Events

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

September 22, 2020, 5:15 PM

[More Details](#)

Park Board

Park Board Meeting

September 15, 2020, 7:00 PM @ Boulevard Park Pavilion

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

[More Details](#)

Police Department

Blood Drive

September 24, 2020, 1:00 PM - 7:00 PM

LSLPD will be hosting a community blood drive on September 24, 1:00 - 7:00. The need for blood is always real. You must make an appointment and wear a mask. Walk-ins will NOT be accepted. We have to limit the number of people in the room. Go to the following link to schedule your appointment and enter the sponsor code: LSLPD or call 1-800-RED-CROSS.

[More Details](#)

Tree Board

Tree Board Meeting-Canceled

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](#)

October 2020

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

October 2020

Su	M	Tu	W	Th	F	Sa
27	28	29	30	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

Architecture Review Board

8:30 A.M. ARB Meeting - Virtual

October 6, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

October 13, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

October 20, 2020, 8:30 AM - 9:30 AM

[More Details](#)

8:30 A.M. ARB Meeting - Virtual

October 27, 2020, 8:30 AM - 9:30 AM

[More Details](#)

Board of Adjustment

Board of Adjustment

October 15, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Board of Aldermen

5:30 PM A/F Work Session

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

[More Details](#)

7:00 PM Board of Aldermen Meeting

October 5, 2020, 7:00 PM @ Council Chambers

[More Details](#)

5:30 PM A/F Work Session

October 19, 2020, 5:30 PM - 7:00 PM @ Council Chambers

[More Details](#)

7:00 PM Board of Aldermen Meeting

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

[More Details](#)

City Image Advisory Committee

City Image Advisory Committee

October 12, 2020, 8:00 AM - 10:00 AM @ Administrative Conference Room

[More Details](#)

Community Events

Halloween Party in the Park

October 23, 2020, 6:00 PM @ Founders Park Sports Complex

[More Details](#)

Municipal Court

MUNICIPAL COURT

October 13, 2020, 5:15 PM

[More Details](#)

MUNICIPAL COURT

October 27, 2020, 5:15 PM

[More Details](#)

Park Board

Park Board Meeting

October 20, 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

October 1, 2020, 7:00 PM @ Council Chambers

[More Details](#)

Tree Board

Tree Board Meeting

October 20, 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
SPECIAL MEETING
SEPTEMBER 8, 2020
(JOURNAL AND MINUTES)

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in Special Session via teleconference on Tuesday, September 8, 2020, at 6:30 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:

Alderman Gary Torlina, President of the Board, presided over the meeting in the absence of Mayor Schweikert. Aldermen present were John Pellerito, Ward III; Mike Potter, Ward II; Jason Law, Ward III; Gary Torlina, Ward I; and Gary Turner, Ward I. Alderman Karen Vennard, Ward II, was absent. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Matthew Reh, City Attorney; Derek Koestel, Public Works Director; Louis Clayton, Community Development Director; Chris DiGiuseppi, Police Chief; and Adam Cole, IT Administrator.

PURPOSE OF MEETING:

The purpose of the meeting was to consider a vote to close part of the meeting pursuant to the legal 610.021.1 exemption in the 610.021 RSMo.

EXECUTIVE SESSION:

MOTION TO RECESS SPECIAL SESSION AND CONVENE EXECUTIVE SESSION:

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

Special Session recessed, Executive Session convened at approximately 6:31 p.m.

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

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
SPECIAL MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

SPECIAL SESSION RECONVENED:

GENERAL DISCUSSION:

ADJOURNMENT:

There being no further business to come before the Board in Special Session, the meeting was on motion duly made, seconded and unanimously voted on, adjourned at approximately 7:00 p.m.

Donna F. Daniel, City Clerk

BOARD OF ALDERMEN
REGULAR MEETING
TUESDAY, SEPTEMBER 8, 2020
(JOURNAL AND MINUTES)

The Board of Aldermen for the City of Lake Saint Louis, Missouri met in a regular session via teleconference on Tuesday, September 8, 2020 at approximately 7:00 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:

Alderman Gary Torlina, President of the Board, presided over the meeting in the absence of Mayor Schweikert. Aldermen present were: Mike Potter, Ward II; Gary Torlina, Ward I; Jason Law, Ward III; John Pellerito, Ward III; and Gary Turner, Ward I. Alderman Karen Vennard, Ward II was absent. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Matthew Reh, City Attorney; Chris DiGiuseppi, Police Chief; Louis Clayton, Community Development Director; Derek Koestel, Public Works Director; and Adam Cole, IT Administrator.

INVOCATION: Alderman Torlina read the invocation provided by Pastor Steve Thacker.

ANNOUNCEMENTS:

COMMITTEE REPORTS:

Planning and Zoning Commission – Alderman Pellerito gave a report on the September 3, 2020 Planning and Zoning Commission meeting.

Park Board – Alderman Law gave a report on the August 18, 2020 Park Board meeting.

Tree Board – Alderman Torlina gave a report about the tour of Deer Ridge Park.

Administrative/Finance/Public Works Committee – Alderman Torlina gave a report on the September 8, 2020 meeting.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

PUBLIC HEARINGS:

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.

Alderman Torlina opened the meeting to a Public Hearing as duly advertised in a legal publication on the above topic, noting this item was tabled at the request of the applicant.

Hearing no comment, Alderman Torlina stated the Public Hearing will be continued.

CALENDAR:

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

- City-Wide Garage Sale – September 12, 2020
- Park Board – September 15, 2020
- Tree Board – September 15, 2020
- Board of Adjustment – September 17, 2020
- Next Regular Board of Aldermen Work Session – September 21, 2020
- Next Regular Board of Aldermen Meeting – September 21, 2020

MINUTES: August 17, 2020 Special Meeting
August 17, 2020 Regular Meeting

MOTION TO APPROVE THE MINUTES FROM THE AUGUST 17, 2020 SPECIAL BOA MEETING AND THE AUGUST 17, 2020 REGULAR BOA MEETING.

Alderman Turner made a motion to waive the reading of the minutes from the August 17, 2020 Special BOA Meeting and the August 17, 2020 Regular BOA Meeting and approve same as submitted. The motion was seconded by Alderman Pellerito and passed unanimously.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

THE MINUTES FROM THE AUGUST 17, 2020 SPECIAL BOA MEETING AND THE AUGUST 17, 2020 REGULAR BOA MEETING STAND APPROVED AS SUBMITTED.

CONSENT AGENDA:

MOTION TO APPROVE THE CONSENT AGENDA:

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

Warrant dated September 8, 2020 in the amount of \$1,434,999.90
Budget Transfer dated September 8, 2020

APPOINTMENTS:

PUBLIC COMMENT:

TABLED:

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.

OLD BUSINESS:

NEW BUSINESS:

Bill No. 4359 – An ordinance levying an annual fee to fund the Lake St. Louis Water Service Repair Program and authoring collection of such fee with the City's property taxes.

FIRST READING:

Alderman Law made a motion to authorize the first reading of Bill No. 4359. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4359 was read.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

SECOND READING:

Alderman Law made a motion to authorize the second reading of Bill No. 4359. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4359 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4359 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4146.

Alderman Law made a motion to approve the second reading of Bill No. 4359 and pass same by assigning Ordinance No. 4146. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Law, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Vennard was absent. The motion passed.

Bill No. 4360 – An ordinance levying an annual fee to fund the Lake St. Louis Sewer Lateral Repair Program and authoring collection of such fee with the City's property taxes.

FIRST READING:

Alderman Turner made a motion to authorize the first reading of Bill No. 4360. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4360 was read.

SECOND READING:

Alderman Turner made a motion to authorize the second reading of Bill No. 4360. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4360 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4360 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4147.

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

Alderman Turner made a motion to approve the second reading of Bill No. 4360 and pass same by assigning Ordinance No. 4147. The motion was seconded by Alderman Pellerito; the poll of the Board being ayes: Law, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Vennard was absent. The motion passed.

Bill No. 4361 – An ordinance of the Board of Aldermen of the City of Lake Saint Louis, Missouri approving the form of a Second Amended and Restated Transportation Project Reimbursement Agreement by and among the South Ridge Transportation Development District, SR Development, LLC and the City, and authorizing and directing the execution thereof; and authorizing certain other actions in connection therewith.

FIRST READING:

Alderman Pellerito made a motion to authorize the first reading of Bill No. 4361. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4361 was read.

SECOND READING:

Alderman Pellerito made a motion to authorize the second reading of Bill No. 4361. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4361 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4361 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4148.

Alderman Pellerito made a motion to approve the second reading of Bill No. 4361 and pass same by assigning Ordinance No. 4148. The motion was seconded by Alderman Turner; the poll of the Board being ayes: Law, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Vennard was absent. The motion passed.

Bill No. 4362 – 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:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

Alderman Potter made a motion to authorize the first reading of Bill No. 4362. The motion was seconded by Alderman Turner and passed unanimously. Bill No. 4362 was read.

SECOND READING:

Alderman Potter made a motion to authorize the second reading of Bill No. 4362. The motion was seconded by Alderman Pellerito and passed unanimously. Bill No. 4362 was read.

MOTION TO PASS AND ADOPT THE SECOND READING OF BILL NO. 4362 AND ADOPT SAME BY ASSIGNING ORDINANCE NO. 4149.

Alderman Potter made a motion to approve the second reading of Bill No. 4362 and pass same by assigning Ordinance No. 4149. The motion was seconded by Alderman Torlina; the poll of the Board being ayes: Law, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Vennard was absent. The motion passed.

Resolution No. 09-08-20 (1) – A resolution imposing a 180-day moratorium to temporarily halt the acceptance and processing of new applications associated with the development or construction of new multi-family housing.

Alderman Torlina read Resolution No. 09-08-20 (1).

MOTION TO AMEND RESOLUTION NO. 09-08-20 (1):

Alderman Turner made a motion to amend Resolution No. 09-08-20 (1) by changing the 180-day moratorium to a 90-day moratorium. The motion was seconded by Alderman Law; the poll of the Board being ayes: Law, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Vennard was absent. Resolution No. 09-08-20 (1) was amended.

MOTION TO APPROVE RESOLUTION NO. 09-08-20 (1) AS AMENDED:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

Alderman Pellerito made a motion to approve Resolution No. 09-08-20 (1) as amended. The motion was seconded by Alderman Turner; the poll of the Board being ayes: Law, Turner, Torlina, Pellerito and Potter. Nays, none. Alderman Vennard was absent. The motion passed.

BOARD COMMENTS:

STAFF:

Chris DiGiuseppi, Police Chief, said Use Tax Committee members will be at the next Board meeting.

EXECUTIVE SESSION:

MOTION TO RECESS REGULAR SESSION AND CONVENE EXECUTIVE SESSION:

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

Regular Session recessed, Executive Session convened at approximately 7:20 p.m.

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

RECONVENE:

The regular meeting reconvened at approximately 7:43 p.m.

GENERAL DISCUSSION:

ADJOURNMENT:

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
REGULAR MEETING
SEPTEMBER 8, 2020

(JOURNAL AND MINUTES)

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

DRAFT

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

SEPTEMBER 8, 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 Tuesday, September 8, 2020 at 6:00 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:

Alderman Gary Torlina, President of the Board, presided over the meeting in the absence of Mayor Schweikert. Aldermen present were: Mike Potter, Ward II; Gary Torlina, Ward I; Gary Turner, Ward I; John Pellerito, Ward III; and Jason Law, Ward III. Aldermen Karen Vennard, Ward II, was absent. Also present were: Paul Markworth, City Administrator; Donna Daniel, City Clerk; Louis Clayton, Community Development Director; Chris DiGiuseppi, Police Chief; Derek Koestel, Public Works Director; and Adam Cole, IT Administrator.

Natalie Denando, Meridian Waste Community Affairs Manager

Natalie Denando, Meridian Waste Community Affairs Manager, introduced herself to the Board. Ms. Denando asked the Board if there were any issues with Meridian's service. The Board did not have any concerns with the service at this time. Ms. Denando said she would forward her personal contact information should the Board or the residents need assistance in the future.

Schedule to Review General Fund Revenues and Expenditure Requests

Paul Markworth, City Administrator, informed the Board that he believes that fiscal year 2019/20 went better than anticipated. Mr. Markworth discussed revenues which were greater than the projected revenues in the approved budget.

Mr. Markworth noted, the department heads, as requested, limited their spending the last four months resulting in a sizeable amount of money left

CITY OF LAKE SAINT LOUIS
BOARD OF ALDERMEN
ADMINISTRATIVE/FINANCE/
PUBLIC WORKS
JOINT WORK SESSION
SEPTEMBER 8, 2020

over. He said he believes we will be able to transfer the \$400,000 we took out of street capital last March back to the general fund.

Mr. Markworth asked the Board if/when they want to consider adding purchases back into the budget. A lot of purchases that staff proposed were not funded. One of the unfunded items was the police department's request to purchase a voice recorder for 911 calls. It is a \$10,000 purchase and has an eight week lead time for delivery after you place the order.

The Board held a general discussion about the schedule to review General Fund revenues and expenditure requests. The Board directed staff to prepare a budget adjustment for the next Board meeting to add the following items back into the budget:

- Police Department's 911 recorder
- City's Christmas tree lights

The Board said they want to discuss other unfunded budget requests starting with the October meeting.

General Discussion

ADJOURNMENT:

There being no further business to come before the Board in the Administrative/Finance/Public Works Joint Work Session, the meeting adjourned at approximately 6:15 p.m.

Donna F. Daniel, City Clerk

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.

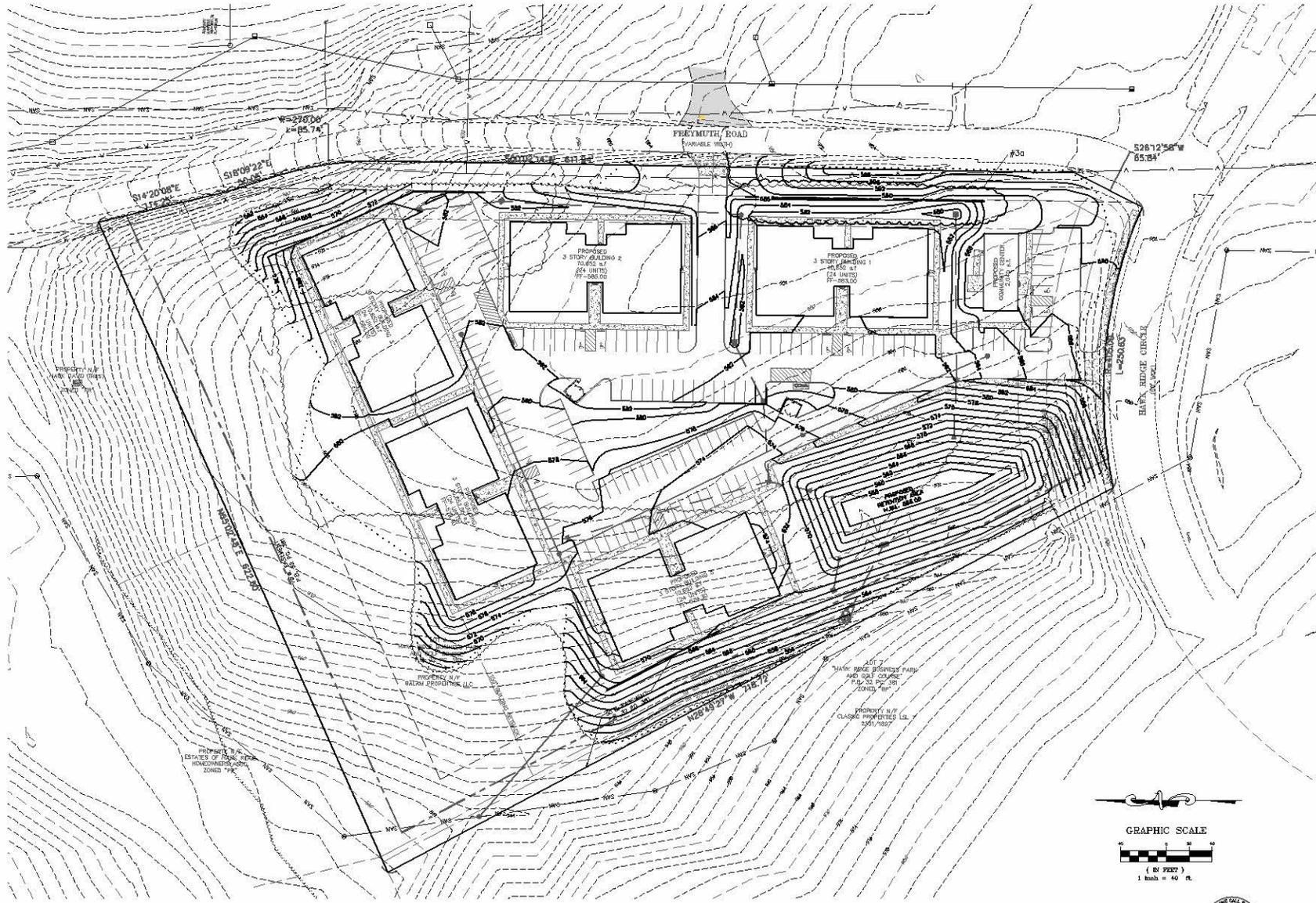
SECTION 2. The Board of Aldermen hereby authorizes such approval be endorsed under the hands of the Mayor and the City Clerk for the City.

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
 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

Bob 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

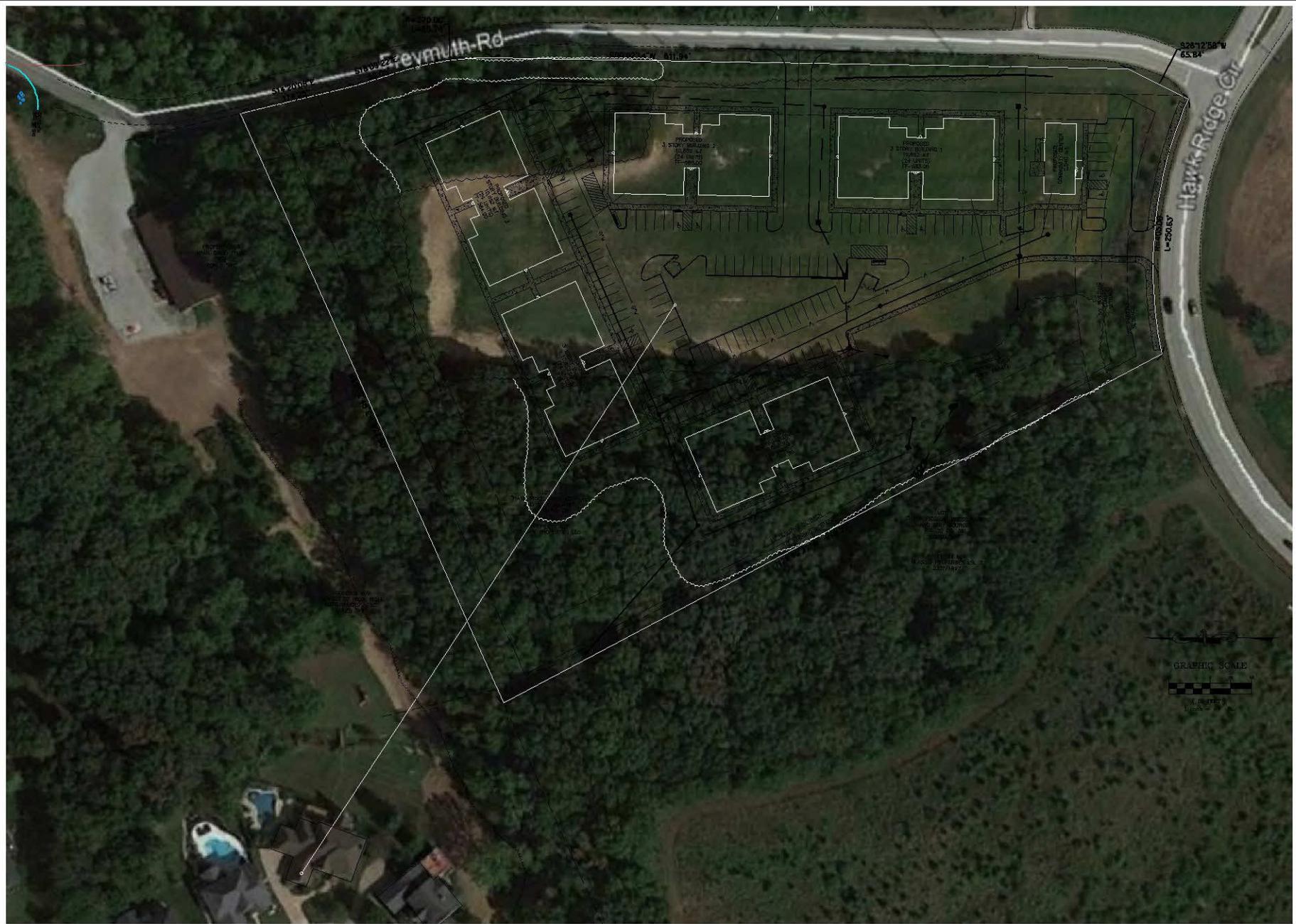
07-15-20
 DATE
 20-18075
 PROJECT NUMBER
 18075PRE.DWG
 DRAW NAME
 JCM
 DWG
 JCM CLH
 DRAWN BY CHECKED BY

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
 E2687

07-27-20
 DATE
 20-18075
 PROJECT NUMBER
 18075PRE.DWG
 DRAW NAME
 JCM
 DWG
 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 TIME, SIZE OR LOCATION, AIR OR UTILITY, AIR OR VIB. ALL,
 SYSTEMS OR CONDITIONS, THAT AFFECT ANY OF THE PREVIOUSLY MENTIONED DATA
 VALID CURRENT LAYOUT AND REQUIRE CHANGE REQUEST AND RECALCULATION.





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
e+a
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

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PLANNING & ZONING COMMISSION

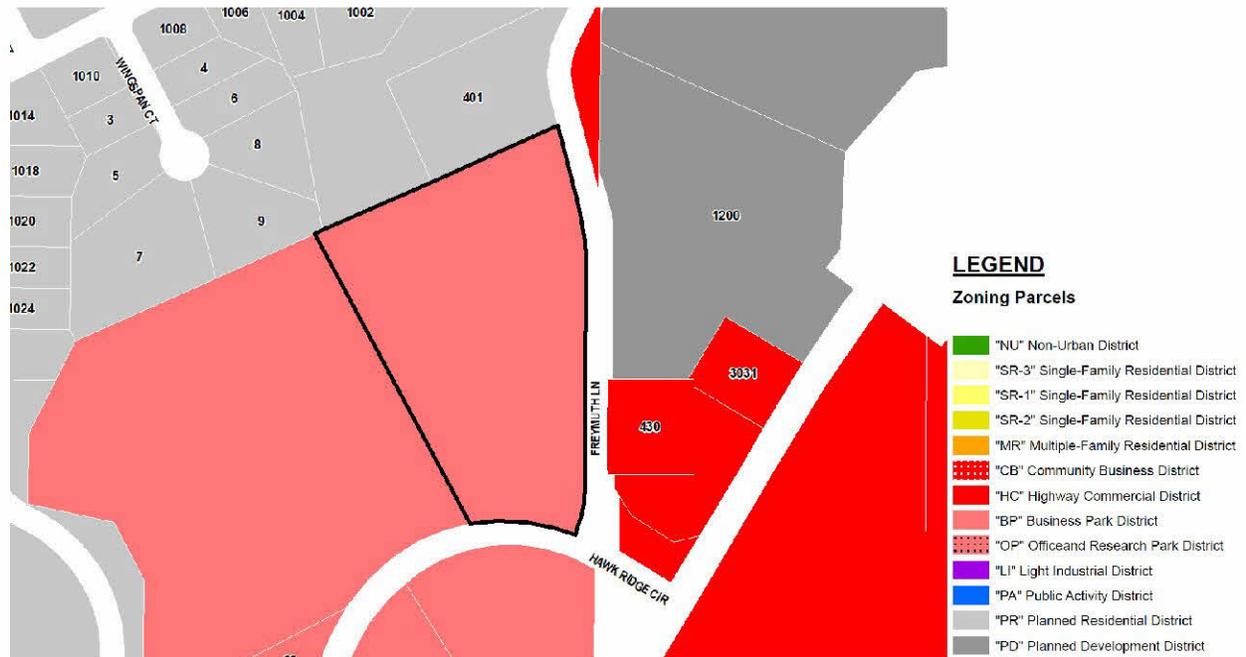
STAFF REPORT

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".

RESOLUTION NO. 09-21-20 (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 and building elevations with a revision date of September 8, 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 a 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.

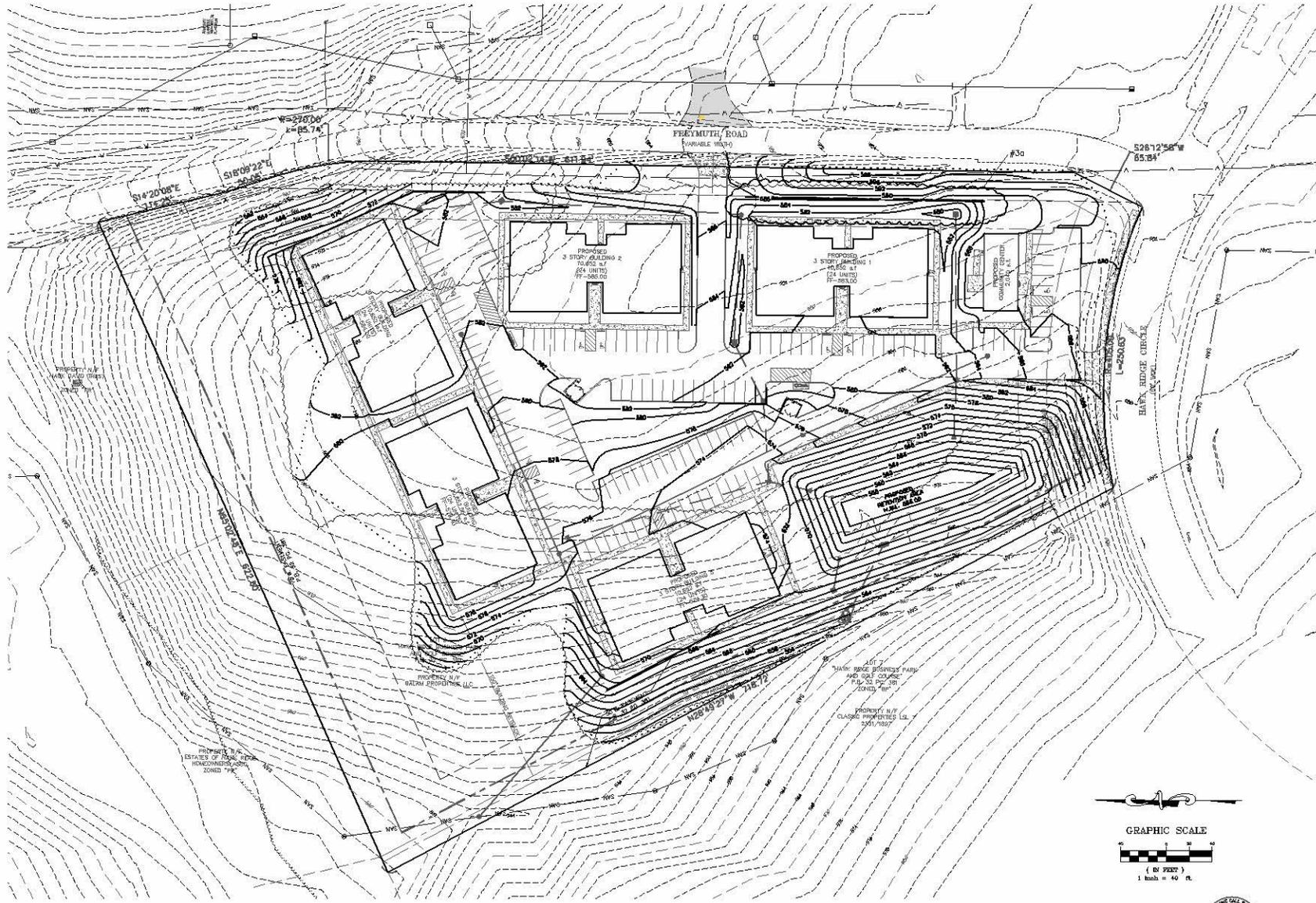
SECTION 2. The Board of Aldermen hereby authorizes such approval be endorsed under the hands of the Mayor and the City Clerk for the City.

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
 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

Bob 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

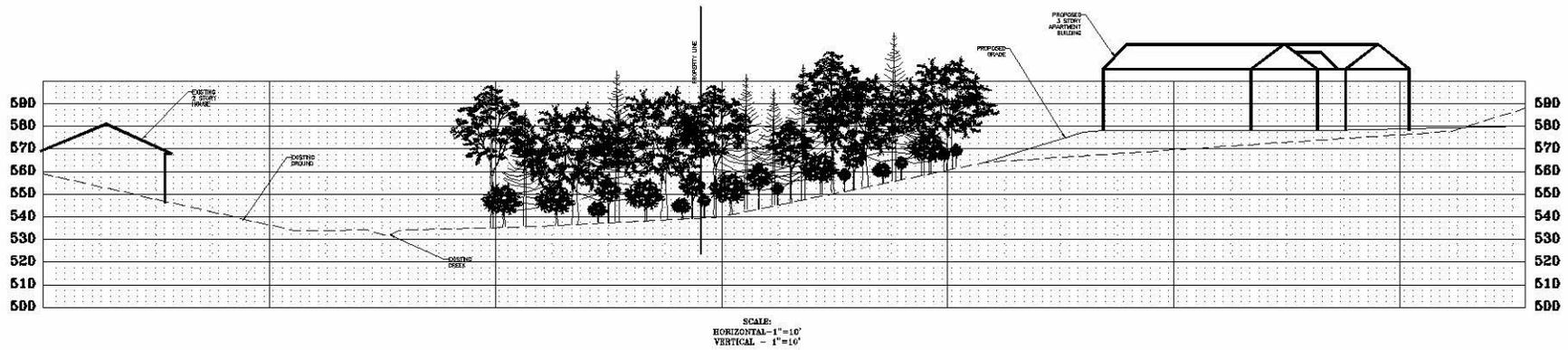
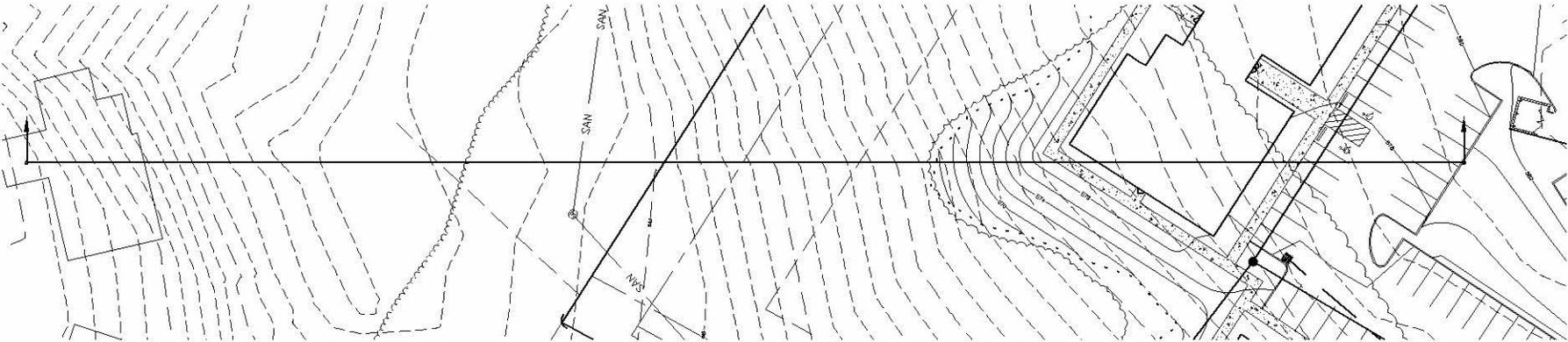
GRADING
 PLAN



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 CROSS SECTION PLAN FOR HAWK RIDGE SENIOR LIVING



A CROSS SECTION PLAN FOR
HAWK RIDGE SENIOR LIVING
 LAKE ST. LOUIS, ST. CHARLES COUNTY, MO



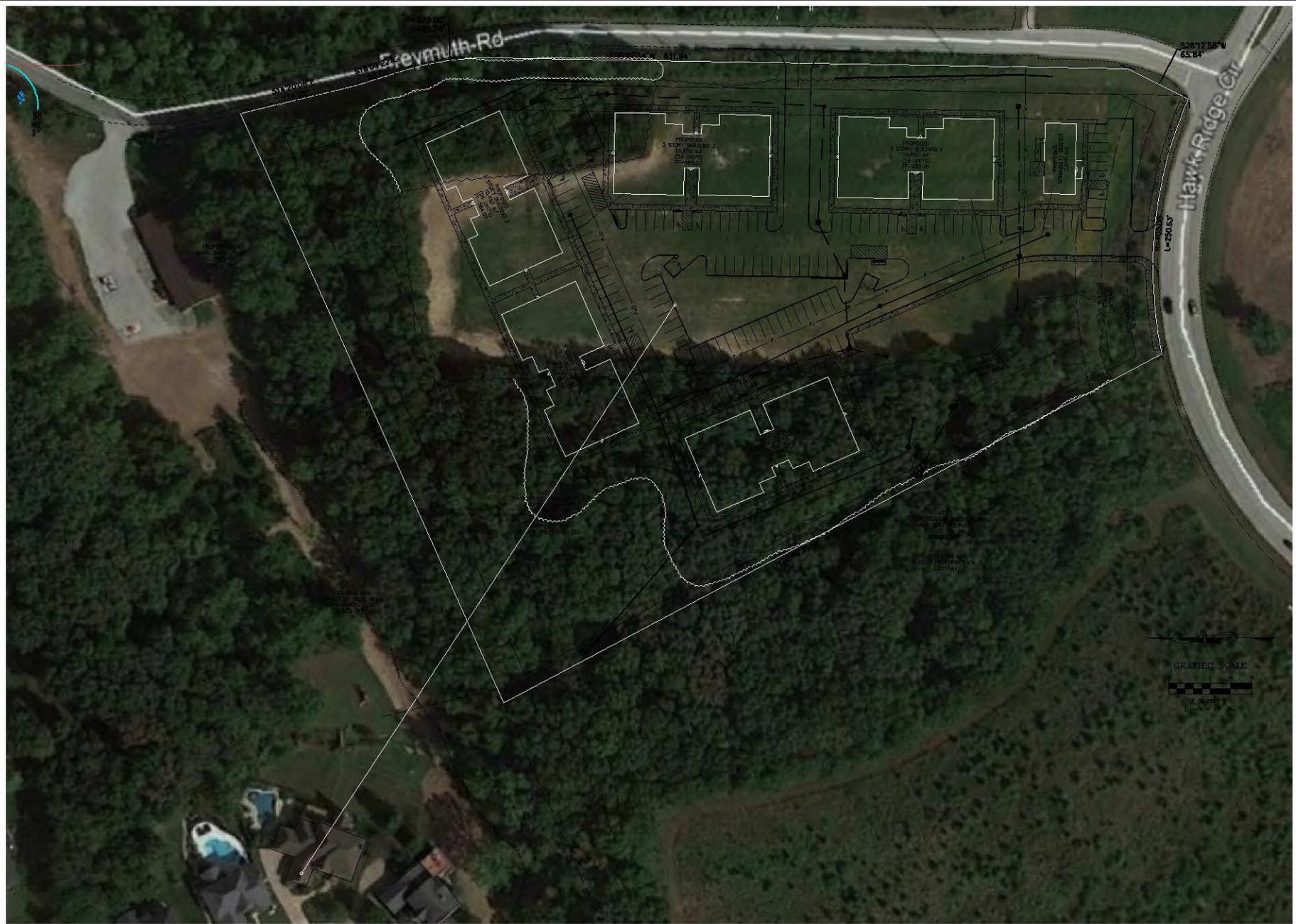
ENGINEERING & SURVEYING
 111 Park West Blvd.
 St. Charles, MO 63041
 636-266-1000
 FAX 636-266-1100
 The Engineering Council, Inc.
 Missouri State Division of Professional Engineers #00026
 Missouri State Division of Professional Surveyors #00014

REVISIONS

EXCLUSIONS OF RESPONSIBILITY
 I/We, the undersigned, accept no responsibility for all costs, drawings, specifications, erection, repairs or other documents or instruments resulting to or prepared by or for the client or parts of the construction or engineering project or items other than those substituted by me.

Engineer Name
 Old Drawing
 Engineer License #
 00-00-00
 00-0000
 PROJECT NUMBER
 0000000000
 SHEET NUMBER
 XXX
 0000
 XXX XXX
 00000000 00000000

COVER SHEET



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

PREPARED FOR:
 LUSAS ARCHITECTS, PLLC
 10000 WOODBURN BLVD
 SUITE 1000
 ST. LOUIS, MO 63143



**ENGINEERING
 PLANNING
 SURVEYING**
 221 Felsk Veet Blvd.
 St. Charles, MO 63011
 636-265-0522
 FAX 636-265-0118

Box Engineering Company, Inc.
 Missouri State Certificate of Authority
 Engineering 000002
 Missouri State Certificate of Authority
 Surveying 477044

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
 E2687

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

SITE
 AERIAL

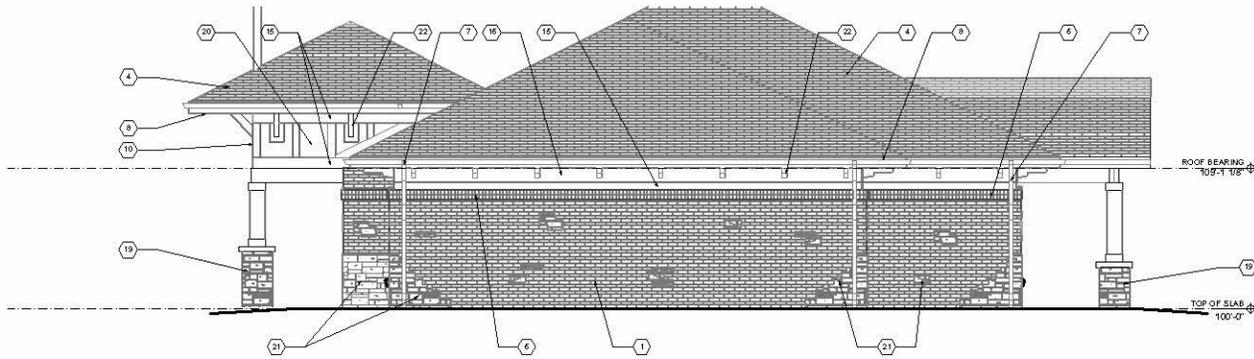
FIXTURES MOUNTED ON 20' POLE & 3' BASE
 LIGHT LEVEL CALCULATED ON THE GROUND

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

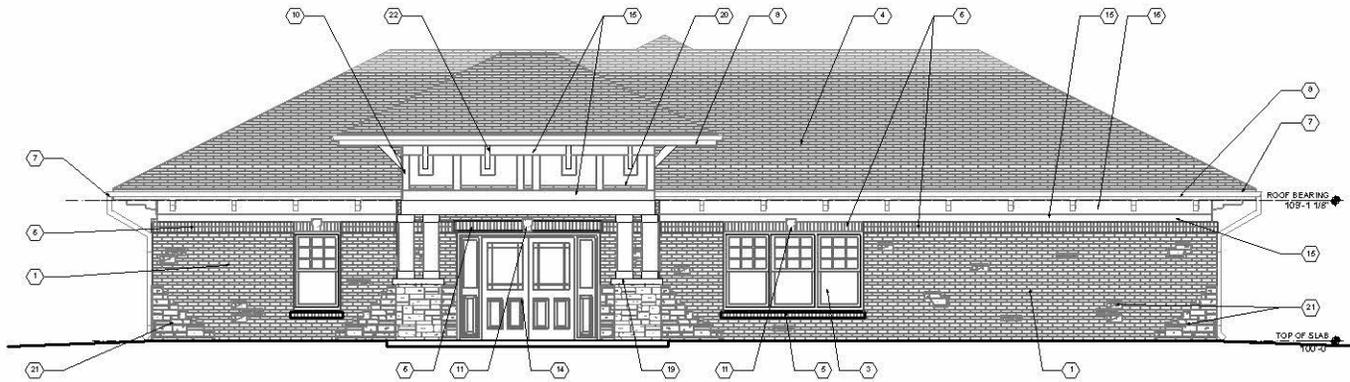
DESIGN IS BASED ON CURRENT INFORMATION PROVIDED AT THE TIME OF REQUEST.
 ANY CHANGES TO YOUR PLAN, SPECIFICATIONS, AIR OR UTILITY, AIR OR VIB. ALL,
 EXISTING SITE CONDITIONS, THAT AFFECT ANY OF THE PREVIOUSLY MENTIONED DATA
 VALID CURRENT LAYOUT AND REQUIRE CHANGE REQUEST AND RECALCULATION.





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 PANEL "STUCCO" TEXTURE PER SPECIFICATIONS.
- 3 VINYL WINDOW PER SPECIFICATIONS.
- 4 DIMENSIONAL SHINGLE ON 15# FELT ON EXTERIOR SHEATHING PER SPECIFICATIONS.
- 5 BRICK ROWLOCK SILL.
- 6 BRICK SOLDIER 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 PRE-CAST STONE KEYSTONE
- 12 LOMANCO 135 ROOF JACK OR EQUAL.
- 13 FIBER CEMENT CLAD COLUMN.
- 14 DOOR PER SCHEDULE.
- 15 8" TRIM BOARD.
- 16 10" TRIM BOARD.
- 17 42" HIGH VINYL HANDRAIL W/ VINYL SPINDLES @ 5" O.C. MAX. (4" MAX. BETWEEN).
- 18 PATIO DOOR PER SCHEDULE
- 19 FIBER CEMENT CLAD COLUMN W/ STONE BASE.
- 20 FIBER CEMENT PANEL "SMOOTH" FINISH.
- 21 STONE VENEER.
- 22 FYPON BRACKET.
- 23 PRE-CAST STONE BAND.
- 24 ARBOR STRUCTURE.

DEVELOPER 9/8/20

HAWK RIDGE SENIOR LIVING, LP

2451 EXECUTIVE DRIVE, SUITE 203 ST CHARLES, MO 63303

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48 HAWK RIDGE CIRCLE
LAKE ST. LOUIS, MISSOURI 63367

PRELIMINARY STUDIES

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AN ORDINANCE ESTABLISHING THE ANNUAL TAX RATE AND SPECIAL TAX LEVY FOR THE YEAR 2020 ON ALL PROPERTY IN THE CITY OF LAKE SAINT LOUIS, ST. CHARLES COUNTY, MISSOURI, AND ESTABLISHING A NEW ORDINANCE ON THE SAME MATTER.

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

SECTION 1. In accordance with Section 137.073, RSMO, and the results of the vote of the people at a November 8, 1988 election, there is hereby levied on all real property within the corporate limits of the City of Lake Saint Louis, Missouri a tax rate of forty-nine and 86/100 Cents (\$.4986) on the one hundred dollars (\$100.00) assessed valuation as shown on the assessment books of the St. Charles County Assessor, as corrected or amended by the Board of Equalization and certified to by the County Clerk for the taxable year 2020.

SECTION 2. On April 3, 1990, the voters of Lake Saint Louis approved a three million three hundred thousand dollar (\$3,300,000) general obligation bond for the purpose of assisting in the construction, acquisition of property, engineering and planning costs for a highway interchange and related improvements and equipment at Lake Saint Louis Boulevard and Highway 40/61. On November 7, 2000, the voters of the City of Lake Saint Louis approved a general obligation bond in the amount of two million five hundred thousand dollars (\$2,500,000) for the purpose of street resurfacing, street reconstruction and storm water basins or drainage ways construction or reconstruction. On October 23, 2002, the voters of the City of Lake Saint Louis approved a general obligation bond in the amount of three million eight hundred eighty thousand dollars (\$3,880,000) for the purpose of constructing a City Hall and a Police Facility. On August 8, 2006, the voters of the City of Lake Saint Louis approved a general obligation bond in the amount of five million five hundred twenty nine thousand dollars (\$5,529,000) for the purpose of construction, improvement, installation, equipping, resurfacing, repair, and renovation of streets, storm water basins, and storm water drainage systems. On August 8, 2006, the voters of the City of Lake Saint Louis approved a general obligation bond in the amount of two million forty thousand dollars (\$2,040,000) for the purpose of acquisition, construction, improvement, furnishing, installation and equipping of a new Public Works facility. On August 8, 2006, the voters of the City of Lake Saint Louis approved a general obligation bond in the amount of one million three hundred and seventy three thousand dollars (\$1,373,000) for acquisition, construction, improvement, furnishing, installation, and equipping of new parks.

BILL NO. 4363

ORDINANCE NO. ____

SECTION 3. In addition to the tax levy of forty-nine and 86/100 Cents (\$.4986) on the one hundred dollars (\$100.00) assessed valuation established in Section 1, there is hereby levied an additional forty-seven cents (\$.4700) on the one hundred dollars assessed valuation, as shown on the assessment books of St. Charles County as corrected or amended by the Board of Equalization and certified by the County Clerk, for the taxable year 2020 for the purpose of the general obligation bonds as approved by the voters of the City of Lake Saint Louis on April 3, 1990, November 7, 2000, October 23, 2002, and August 8, 2006.

SECTION 4. The Clerk of the County of St. Charles, Missouri is hereby authorized to extend on the books of the Collector the amount of taxes due and collectible according to the above tax rate on 96.86/100 cents (\$0.9686) on the one hundred dollar (\$100.00) assessed valuation, on all real property within the corporate limits of the City of Lake Saint Louis, Missouri.

SECTION 5. The Collector and/or any deputies who may be appointed for the City of Lake Saint Louis is hereby authorized to collect taxes so extended by the Clerk of St. Charles County and due to the City of Lake Saint Louis, and the collection of all taxes shall be enforced in the same manner and under the same rules and regulations as may be provided by law for the collection and enforcing the payment of State and County taxes.

SECTION 6. All other ordinances or parts of ordinances contrary hereto are hereby repealed.

SECTION 7. 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

BILL NO. 4364

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE MAYOR AND/OR CITY ADMINISTRATOR TO ENTER INTO A LICENSE AGREEMENT WITH LAKE FOREST COUNTRY CLUB TO INSTALL AND MAINTAIN LANDSCAPING IRRIGATION AND A MONUMENT SIGN IN THE ISLAND LOCATED IN THE YARD DRIVE CUL-DE-SAC.

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 Lake Forest Country Club to install and maintain landscaping irrigation and a monument sign in the island located in the Yard Drive cul-de-sac.

SECTION 2. The Board of Aldermen hereby authorizes the Mayor and/or City Administrator to sign said license agreement with the Lake Forest Country Club 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 1 day of July,
2020, by and between the Lake Saint Louis, Missouri (hereinafter "Licensor") and
Lake Forest C.C. (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 located in the Yard Drive Cul-de-sac west of South Charlemagne.

2. Purposes for which License is Granted

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

To install and maintain landscaping irrigation, and a monument sign within the cul-de-sac.

3. License is Revocable at Will

This License may be revoked, without notice, at any time and for any reason by the Licensor. Upon revocation, Licensee shall remove the licensed improvements within ninety (90) days except as provided for in paragraph 5.

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

These improvements are not warranted by City of Lake Saint Louis therefore will remain private along with any appurtenances there to.

The City of Lake Saint Louis will not maintain these improvements. The maintenance will be the sole responsibility of Lake Forest County Club.

At the discretion of the City, these items can be required to be removed.

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.

6. Indemnification

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 camera on the property,

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.

AN ORDINANCE TO AWARD A CONTRACT TO ASPIRE CONSTRUCTION SERVICES, LLC FOR WORK RELATED TO THE CONSTRUCTION OF A NEW RESTROOM FACILITY TO SERVE DEER RIDGE PARK FOR THE CITY OF LAKE SAINT LOUIS, MISSOURI, AND AUTHORIZE THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY.

WHEREAS, the City of Lake Saint Louis did seek sealed bids (Bid No. 05-20) for services related to the construction of a new restroom facility at 92 Hidden Bluffs Drive for the City of Lake Saint Louis; and

WHEREAS, City Staff submitted their recommendation to the Board of Aldermen that a contract be awarded to Aspire Construction Services, LLC for work related to the construction of the new restroom facility to serve Deer Ridge Park; and

WHEREAS, the Board of Aldermen for the City of Lake Saint Louis finds it is reasonable and necessary to enter into a contract with Aspire Construction Services, LLC.

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

SECTION 1. The Board of Aldermen hereby authorizes the Mayor and/or City Administrator to sign all necessary paperwork to enter into a contract with Aspire Construction Services, LLC for services related to construction of a new park restroom facility at 92 Hidden Bluffs Drive for the City of Lake Saint Louis. The City Clerk is hereby authorized to sign said documents as attesting witness for the City.

The contract and bid documents, marked Exhibit "A" attached hereto and made a part hereof, is for an amount of \$109,838.00.

Contractor with low bid inspected site and determined a retaining wall would be too close to the restroom. A site plan adjustment is necessary to demolish existing paving and curb. The change order cost is \$10,862.57, marked Exhibit "B" and Exhibit "C" attached hereto and made a part hereof, for a total cost not to exceed \$120,700.57.

SECTION 2. Safety Training Requirements:

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

documentation of the required training shall have twenty (20) days to produce such documentation.

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

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

SECTION 4. Aspire Construction Services, LLC shall comply in all respects with provisions as set forth by current standards of the Missouri Division of Labor, including, but not limited to, the following:

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

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

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Kathy Schweikert, Mayor

ATTEST: _____
Donna F. Daniel, City Clerk

APPROVED AS TO FORM: _____
Matthew Reh, City Attorney

**NEW RESTROOM FACILITY – HIDDEN BLUFFS DRIVE
CONTRACT BETWEEN
CITY OF LAKE SAINT LOUIS
AND
ASPIRE CONSTRUCTION SERVICES, LLC.**

This agreement, made the 21 day of September, 2020, and between Aspire Construction Services, LLC., Party of the First Part, hereinafter called the "Contractor", and CITY OF LAKE SAINT LOUIS, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1 – SCOPE OF WORK

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled **New Restroom Facility – Hidden Bluffs Drive, Bid No. 05-20**, prepared by the City of Lake Saint Louis, 200 Civic Center Drive, Lake Saint Louis, Missouri.

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

ARTICLE 2 – TIME OF COMPLETION

The contractor shall commence work no later than 30 calendar days upon execution of this contract. Contractor shall complete all work no later than 90 days after starting.

In the event that all work on the project is not complete within the time period outlined above, the Contractor shall pay the Owner a sum equal to FOUR HUNDRED DOLLARS (\$400.00) per calendar day.

ARTICLE 3 – THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract a sum not-to-exceed **One hundred-twenty thousand, seven hundred dollars and fifty seven cents, (\$120,700.57)** for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4 – PROGRESS PAYMENTS

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

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

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

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

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

ARTICLE 5 – ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6 – OWNERS RIGHT TO WITHHOLD PAYMENT

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

ARTICLE 7 – THE CONTRACT DOCUMENTS

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

ARTICLE 8 – COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract except as expressly listed in the proposal. For breach or violation of this warranty, the CITY shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee for which the City may be liable, plus reasonable attorney's fee reimbursement for any legal fees incurred in connection therewith.

ARTICLE 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

ARTICLE 10 – DECISIONS UNDER THIS CONTRACT

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

ARTICLE 11 – SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – COMPLIANCE WITH LAWS

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

ARTICLE 13 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE 14 – NONDISCRIMINATION

CONTRACTOR , with regard to the work performed by it after award and prior to the completion of the contract work, will not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors. CONTRACTOR will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurement of material or equipment, each potential subcontract or supplier shall be notified by CONTRACTOR 'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE 15 – ANTI DISCRIMINATION AGAINST ISRAEL

CONTRACTOR warrants that he is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

ARTICLE 16 – GENERAL CONSIDERATIONS

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

ARTICLE 17 – PREVAILING WAGES

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the **Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof)** applicable to St. Charles County. The latest version of the wage rates can be accessed at: https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO26/26_WO092.pdf. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

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

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

ARTICLE 18 – SAFETY TRAINING

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

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

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

ARTICLE 20 – AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF MISSOURI)
)
COUNTY OF)

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

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

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A PARTNERSHIP

STATE OF MISSOURI)
)
COUNTY OF)

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

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

Notary Public

My Commission Expires: _____

PERFORMANCE BOND

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

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

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

*Mark out the inapplicable designation

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

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

PRINCIPAL

SURETY

By

By

Title

Title

ATTEST:

(Seal)



Aspire Construction Services LLC

Project: Hidden Bluff Restroom

RCO No. 001

Date: 9/9/2020

Scope of Work: 1. Demo existing paving and concrete curb 2.
 Add New concrete curb and paving 3.
 Remove Brick on back wall and replace with siding 4.
 Add time for layout

Labor:

Classification (Unit)	Man Hours	Rate per Hour (\$)	COST (\$)		15% GC		TOTAL (\$)
Carpenter hr	24	80.45	1,930.80		289.62		2,220.42
Cconcrete Finisher hr	8	77.65	621.20		93.18		714.38
Laborer hr	32	69.75	2,232.00		334.80		2,566.80
Operator hr	16	79.50	1,272.00		190.80		1,462.80
TOTAL LABOR:							\$6,964.40

Materials:

Item (Unit)	Quantity (Units)	Cost per Unit (\$)	COST (\$)		10% GC		TOTAL (\$)
Siding ls	1	150.00	150.00		15.00		165.00
Concrete ls	1	1,000.00	1,000.00		100.00		1,100.00
Form Material ls	1	300.00	300.00		30.00		330.00
Rebar ls	1	300.00	300.00		30.00		330.00
TOTAL MATERIALS:							\$1,760.00

Equipment & Tools:

Item (Unit)	Quantity (Units)	Cost per Unit (\$)	COST (\$)		10% GC		TOTAL (\$)
Bobcat hr	16	55.00	880.00		88.00		968.00
Demo Saw ls	1	250.00	250.00		25.00		275.00
TOTAL EQUIPMENT:							\$968.00

Subcontractors:

Item (Unit)	Quantity (Units)	Cost per Unit (\$)	COST (\$)		5% GC		TOTAL (\$)
Trucking and dump fees ls	1	1,000.00	1,000.00		50.00		1,050.00

E. Meier Aspahlt	Is	1	2,000.00	2,000.00	100.00	2,100.00
Swanson Masonry	Is	1	-866.00	-866.00	-43.30	-909.30
TOTAL SUBCONTRACTORS:						\$1,190.70

Approved by: _____

Date: _____

Subtotal: **\$10,883.10**
Profit (5%): **\$544.16**
Bond/Insurance (1.1%): **\$119.71**
TOTAL: \$11,546.97



Aspire Construction Services LLC

Project: Hidden Bluff Restroom

RCO No. 002

Date:

9/10/2020

Scope of Work:

1. Eliminate 56 sf of sidewalk on one of the short sides of the building

Labor:

Classification (Unit)	Man Hours	Rate per Hour (\$)	COST (\$)		15% GC		TOTAL (\$)
Carpenter hr	-2	80.45	-160.90		-24.14		-185.04
Concrete Finisher hr	-2	77.65	-155.30		-23.30		-178.60
Laborer hr	-2	69.75	-139.50		-20.93		-160.43
TOTAL LABOR:							-\$524.06

Materials:

Item (Unit)	Quantity (Units)	Cost per Unit (\$)	COST (\$)		10% GC		TOTAL (\$)
Concrete yd	-1	110.00	-110.00		-11.00		-121.00
TOTAL MATERIALS:							-\$121.00

Equipment & Tools:

Item (Unit)	Quantity (Units)	Cost per Unit (\$)	COST (\$)		10% GC		TOTAL (\$)
TOTAL EQUIPMENT:							\$0.00

Subcontractors:

Item (Unit)	Quantity (Units)	Cost per Unit (\$)	COST (\$)		5% GC		TOTAL (\$)
TOTAL SUBCONTRACTORS:							\$0.00

Approved by: _____

Date: _____

Subtotal: **-\$645.06**
 Profit (5%): **-\$32.25**
 Bond/Insurance (1.1%): **-\$7.10**
TOTAL: -\$684.40

ADVERTISEMENT FOR BID NO. 12-19

Notice is hereby given that the City of Lake Saint Louis will receive sealed proposals at City Hall, 200 Civic Center Drive, Lake Saint Louis, Missouri until **12:00pm local time, AUGUST 10, 2020 for NEW RESTROOM FACILITY – HIDDEN BLUFFS DRIVE, BID NO. 05-20**. All bids will be publicly opened and read at **2:00 pm** or soon thereafter on the same day.

The project consists of site grading, construction of new restroom building (2 single toilet rooms, plus utility closet,) all fixtures and furnishings, utility connections, and concrete sidewalk.

The bid proposal shall be made on a form of proposal, provided in the specifications and delivered in a sealed envelope clearly marked on the outside **Bid No. 05-20** to the City Clerk's Office on or before the time specified above. No facsimiles will be accepted. **Bidders are requested to submit 3 copies of the bid proposal in the sealed envelope.**

The City reserves the right to require the successful bidder to file proof of his ability to properly finance and execute the project together with his record of successful completion of similar projects. The City reserves the right to reject any and all bids, offers, or proposals submitted, or to advertise for new bids. The City reserves the right to defer the acceptance of any proposal and the execution of a contract for a period not exceeding thirty (30) days after the date of opening of the bids. The successful bidder to whom the contract has been awarded shall sign the contract and performance bond and other required certificates in triplicate and return the signed documents within seven (7) days after the date of their receipt.

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

The contractor may commence work upon execution of contract and shall complete all work within 45 calendar days.

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

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

Any questions should be directed in writing to Darren Noelken, Director of Parks and Recreation, dnoelken@LakeSaintLouis.com.

Return three (3) copies of the bid to:

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

INFORMATION FOR BIDDERS
NEW RESTROOM FACILITY – HIDDEN BLUFFS DRIVE
BID NO. 05-20
LAKE SAINT LOUIS, MISSOURI

1. OPENING OF BIDS:

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

2. FORM OF PROPOSAL:

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

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

3. BASIS OF AWARD:

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

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

4. AWARD OF CONTRACT:

The City will award the contract within a period not exceeding thirty (30) days after the date of opening the bids, or else will reject all bids. The City reserves the right to require the successful bidder to file proof by the contract of their successful completion of similar projects.

5. EXECUTION OF CONTRACT:

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

6. PERFORMANCE AND PAYMENT BOND:

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

7. RIGHT RESERVED TO REJECT BIDS:

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

8. COMPLETION TIME:

The Contractor can commence work immediately after the date of written notice, and shall complete all work within the number of days detailed in the Contract Agreement. Progress and completion of work and damage if required for failure to complete the work within the time required shall be further set out in detail in the general conditions and the special provisions.

9. SURVEYS, PERMITS AND REGULATIONS:

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

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

See Section 2.2.15 of the General Conditions.

10. NO OTHER INTERESTED PARTIES:

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

11. WITHDRAWAL OF BIDS:

Bidders may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids.

12. CONTRACTOR'S UNDERSTANDING:

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

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

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

13. CONDITIONS IN BIDDER'S PROPOSAL:

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

14. TAXES:

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

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

15. RIGHTS-OF-WAY:

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

16. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. CONTRACTOR'S WORK SCHEDULE:

The contractor shall submit a preliminary work schedule for approval prior to initiation of construction. This schedule must show that steady uninterrupted progress is planned for the improvements and that minimum disruption of local traffic will take place. This schedule shall be updated through the length of the project. The Contractor shall meet the schedule requirements of the time of completion found in Article 2 of the included sample Contract Agreement.

18. PRICE TO BE WRITTEN:

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

19. COMPLIANCE:

If the overall project is \$75,000 or more, the successful bidder will be required to comply with the Missouri Division of Labor Standards, General Wage Order Rate, and is made a part of this specification.

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

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

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

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

20. TRAFFIC CONTROL / SIGNAGE (If Applicable)

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

21. CITY WILL FURNISH:

The City will furnish the engineered plans for the project.

22. CONSTRUCTION COSTS:

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

23. UTILITIES:

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

24. SAFETY:

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

25. CITY PERMITS/INSPECTIONS:

The contractor is responsible for obtaining any and all permits and coordinating required inspections.

26. GROUD RESTORATION:

For this project, all disturbed areas will be vegetated with seed and mulch per City specifications.

27. E-VERIFY REQUIREMENT (HOUSE BILL 1549)

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

28. SAFETY TRAINING:

a. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.

b. Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the date work on the Project commences.

c. Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the Project.

d. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo. The Contractor shall maintain on the job site proof that all employees and subcontractor employees have completed a 10 hour Occupational Safety and Health Instruction and safety program within 60 days of the beginning of the work. A penalty of \$2,500 plus \$100 for each worker per day without documentation will be forfeited to the City.

29. NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

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

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

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

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

30. ENROLLMENT IN FEDERAL WORK AUTHORIZATION PROGRAM

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

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

31. REQUEST FOR INFORMATION OR CLARIFICATION:

Any request for information or clarification deemed necessary by any respondent to present a proper proposal shall be submitted in writing to Darren Noelken, Director of Parks and Recreation, 200 Civic Center Drive, Lake Saint Louis, MO 63367 or dnoelken@LakeSaintLouis.com, referencing this bid number: 05-20. The request for

information or clarification shall be submitted no less than a minimum of ten calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.

32. ADDENDA:

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

33. LATE PROPOSALS:

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

34. MISTAKES IN PROPOSALS:

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

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

35. NEGOTIATION:

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

36. OFFICIALS NOT TO BENEFIT:

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

37. GRATUITIES ILLEGAL TO ANY EMPLOYEE:

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

claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

38. GRATUITIES ILLEGAL IN SUBCONTRACTING:

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

SUMMARY OF REQUIRED SUBMITTALS

Submittals by Contractor:

Prior to Construction

- | | |
|---|------------------|
| • Contract Agreement | Submitted: _____ |
| • Performance Bond (p. IB-3) | Submitted: _____ |
| • Payment Bond (p. IB-3) | Submitted: _____ |
| • Certificate of Insurance (p. IB-5) | Submitted: _____ |
| • Preliminary Work Schedule (p. IB-7) | Submitted: _____ |
| • List of Desired Substitutions - Materials and Equipment | Submitted: _____ |
| • Everify Affidavit (EA-1, EA-2) | Submitted: _____ |
| • List of Subcontractors | Submitted: _____ |

During Construction

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

Prior to Final Payment

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

BID FORM PROPOSAL

BID TIME _____

BID DATE _____

TO: THE CITY OF LAKE SAINT LOUIS

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

(Signature)

(Print Name)

(Company Name)

(Address)

(Telephone Number)

(Seal – if bid by Corporation)

**CITY OF LAKE SAINT LOUIS
NEW RESTROOM FACILITY – HIDDEN BLUFFS DRIVE**

ITEM NO.	ITEM	COST
1	Site/Grading	_____
2	Exterior Elevations	_____
3	First Floor Plan and Schedules	_____
4	Mechanical/Plumbing/Electrical	_____
5	Unclassified	_____
a.	Please list/describe any unclassified Labor/materials in this section	

TOTAL (in figures): _____

TOTAL (in words): _____

View Page SP-2 (last page of bid docs) for items/work covered for the bidding sections listed above. Overall total is most important for City's review. Use your best judgment for completing the sections above. Contractors are responsible for all items, materials and labor listed and/or described in the 6 page engineered plans

All other costs including but not limited to bedding, borrow, hauling, etc. are incidental.

Company Name:

Company Address:

Phone Number:

Authorized Officer:

Signature:

References within the last 2 years:

Company/Municipality
Address

Address

Phone

Contact Person

**NEW RESTROOM FACILITY HIDDEN BLUFFS DRIVE
CONTRACT BETWEEN
CITY OF LAKE SAINT LOUIS
AND
TBD**

This agreement, made the ____ day of _____, 2020, and between _____ **(TBD)**, Party of the First Part, hereinafter called the "Contractor", and CITY OF LAKE SAINT LOUIS, MISSOURI, Party of the Second Part, hereinafter called the "Owner".

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

ARTICLE 1 – SCOPE OF WORK

The Contractor shall furnish all of the labor, materials, machinery, and equipment and perform all of the work outlined in the specifications and plans entitled **NEW RESTROOM FACILITY – HIDDEN BLUFFS DRIVE, Bid No. 05-20**, prepared by the City of Lake Saint Louis, 200 Civic Center Drive, Lake Saint Louis, Missouri.

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

ARTICLE 2 – TIME OF COMPLETION

The contractor can begin immediately after contract execution. All work shall be completed within 45 calendar days of executed contract.

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, party of the first part, the Contractor, shall pay damages to the Owner. Such damages are further described as follows:

- 1) In the event that all work on the project is not complete within the time period outlined above, the Contractor shall pay the Owner a sum equal to FOUR HUNDRED DOLLARS (\$400.00) per calendar day. This amount shall be added to the damages outlined in Item 1 if such damages related to tree clearing are assessed.

Those damages shall be used to pay the expenses of the inspectors and the services of the Engineer and City for the extra time required for the completion of the work and for the delays or damages to the traveling public affected by the project. Extra time shall in all cases

be construed as the time required for completion after the date herein named. Extensions of time granted by the party of the second part, the Owner, for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Engineer, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

ARTICLE 3 – THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract a sum not-to-exceed , (\$XXXXXX.00) for the performance of the Contract, subject to additions and deductions provided herein, in current funds at the prices named in the proposal attached to and a part of these documents and the contract.

ARTICLE 4 – PROGRESS PAYMENTS

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

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

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

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

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

ARTICLE 5 – ACCEPTANCE AND FINAL PAYMENT

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

ARTICLE 6 – OWNERS RIGHT TO WITHHOLD PAYMENT

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

ARTICLE 7 – THE CONTRACT DOCUMENTS

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

ARTICLE 8 – COVENANT AGAINST CONTINGENT FEES

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

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

ARTICLE 9 – SUBLETTING, ASSIGNMENT OR TRANSFER

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

ARTICLE 10 – DECISIONS UNDER THIS CONTRACT

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

ARTICLE 11 – SUCCESSORS AND ASSIGNS

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

ARTICLE 12 – COMPLIANCE WITH LAWS

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

ARTICLE 13 – RESPONSIBILITY FOR CLAIMS AND LIABILITY

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

ARTICLE 14 – NONDISCRIMINATION

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

notified by CONTRACTOR 'S obligations under this contract and the regulations relative to nondiscrimination on the grounds of color, race or national origin.

ARTICLE 15 – GENERAL CONSIDERATIONS

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

ARTICLE 16 – PREVAILING WAGES

Contractor shall ensure that all labor performed in construction shall be compensated at prevailing wage, in accordance with the **Missouri Division of Labor Standards Annual Wage Order No. 26 (or the most current version thereof)** applicable to St. Charles County. The latest version of the wage rates can be accessed at: https://laborwebapps.mo.gov/DLS/PrevailingWage/AWO/AWO26/26_WO092.pdf. Certified Payroll Sheets complying with the current wage order shall be submitted with each request for payment.

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

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

ARTICLE 17 – THE CONTRACT DOCUMENTS

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

ARTICLE 18 – SAFETY TRAINING

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

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

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

ARTICLE 20 – AUTHORIZED EMPLOYEES

Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A CORPORATION

STATE OF MISSOURI)
)
COUNTY OF)

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

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

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT WHERE THE CONTRACTOR
IS A PARTNERSHIP

STATE OF MISSOURI)
)
COUNTY OF)

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

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

Notary Public

My Commission Expires: _____

PERFORMANCE BOND

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

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

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

*Mark out the inapplicable designation

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

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

PRINCIPAL

SURETY

By

By

Title

Title

ATTEST:

(Seal)

E-VERIFY AFFIDAVIT

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

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

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 DEFINITIONS

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

a) Legal and Procedural Documents

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

b) Special Provisions

c) General Conditions of the Contract

d) Detailed Specification Requirements

e) Drawings

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

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

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

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

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

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

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

SECTION 2.2 DRAWINGS, SPECIFICATIONS AND RELATED DATA

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.3 ENGINEER-OWNER CONTRACTOR RELATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2.4 MATERIALS AND WORKMANSHIP

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

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

SECTION 2.5 PROGRESS AND COMPLETION OF WORK

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

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

SECTION 2.6 MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

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

2.6.14 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR: Upon suspension of the work or termination of the contract by the contractor within accordance with Paragraph 2.3.15, the contractor shall recover payment from the owner for the work performed, plus loss on plant and materials, plus established profit and damages, as approved by the Engineer.

2.6.15 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Paragraph 2.2.11 shall be furnished by the contractor at their expense.

- a) Testing of samples and materials furnished in accordance with Paragraph 2.2.11 shall be arranged and paid for by the contractor unless noted otherwise.

2.6.16 RELEASE OF LIENS: The contractor shall deliver to the owner a complete release of all liens arising out of this contract before the retained percentage or before the final request for payment is paid. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the owner such amounts as the owner may have been compelled to pay in discharging of such liens including all costs and a reasonable attorney's fee.

2.6.17 ACCEPTANCE AND FINAL PAYMENT: When the contractor shall have completed the work in accordance with the terms of the contract documents, the Engineer shall certify his (her) acceptance to the owner and his (her) approval of the contractor's final request for payment, which shall be the contract amount plus all approved additions less all approved deductions (including retention) and less previous payments made. The contractor shall furnish evidence that they have fully paid all debts for labor, material, and equipment incurred in connection with the work, following which the owner shall accept the work and release the contractor except as to the conditions of the performance bond, any legal rights of the owner, required guarantees, and corrections of faulty work after final payment, and shall authorize payment of the contractor's final request for payments per the Contract Agreement. The contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment for the Engineer to assemble and check the necessary data.

2.6.18 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the project accepted in writing by the owner. The contractor's responsibility shall then cease, except as set forth in their performance bond, as required by the guaranty period in accordance with Paragraph 2.4.09 and as provided in Paragraph 2.6.19.

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

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

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

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

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

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

SECTION 2.7 INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISIONS

SP-1: UTILITY DISCLAIMER

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

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

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

ITEM DESCRIPTIONS

ITEM NO. 1 **SITE/GRADING**

This item shall consist of site prep, grading, and items shown on C1 and A3.1 of the plans. All materials, fixtures, etc... to be purchased by contractor. Items include, but are not limited to the following Items: 4" concrete sidewalk, drinking fountains, new inlet protection, new ada ramp, new parking stall sign, sanitary lateral, sanitary cleanout, water service, water/electric meters

ITEM NO. 2 **EXTERIOR ELEVATIONS**

This work shall consist of exterior finish of restroom facility. All materials, fixtures, etc... to be purchased by contractor. Items include plans shown on A1.1, A2.1 & A3.1

ITEM NO. 3 **FIRST FLOOR PLANS & SCHEDULES**

This work shall consist of room finish schedule, door schedule, toilet accessories schedule, hardware schedule, and interior finish schedule. All materials, fixtures, etc... to be purchased by contractor. Items include plans shown on A1.1, A2.1 and A3.1.

ITEM NO. 4 **MECHANICAL/PLUMBING/ELECTICAL**

This work shall consist of all mechanical, plumbing and electrical work specified on MPE-1 of the plans. All materials, fixtures, etc...to be purchased by contractor.

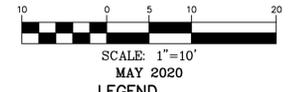
ITEM NO. 5 **UNCLASSIFIED**

Any work, supplies, materials, etc... not covered in items 1-4.

SITE / GRADING PLAN

SITE & GRADING LEGEND

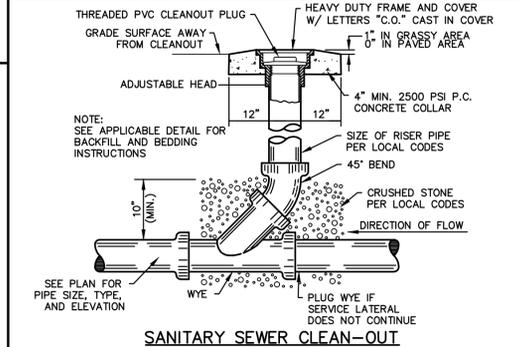
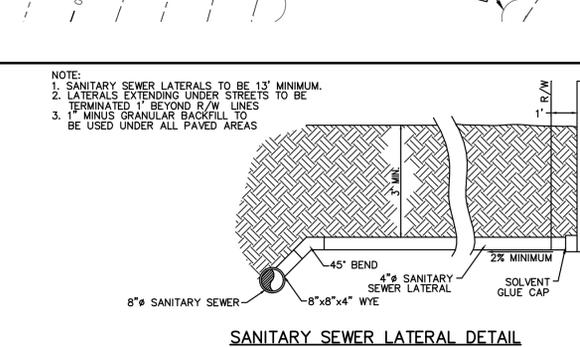
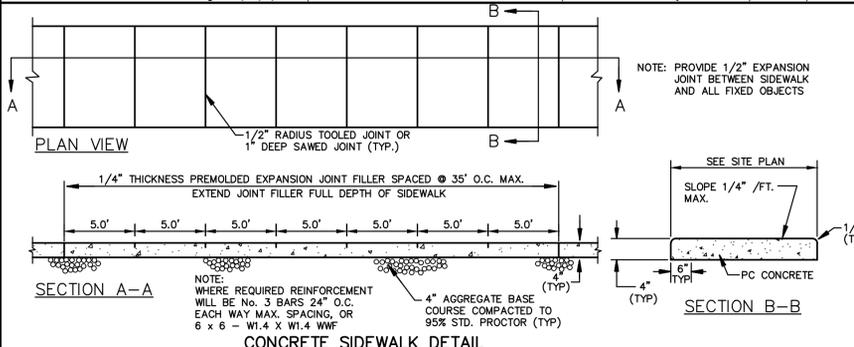
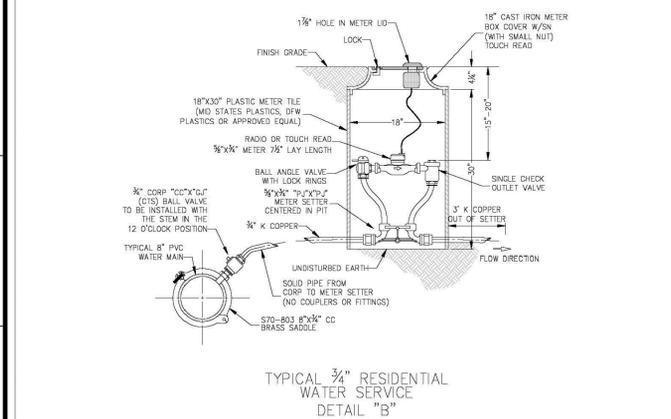
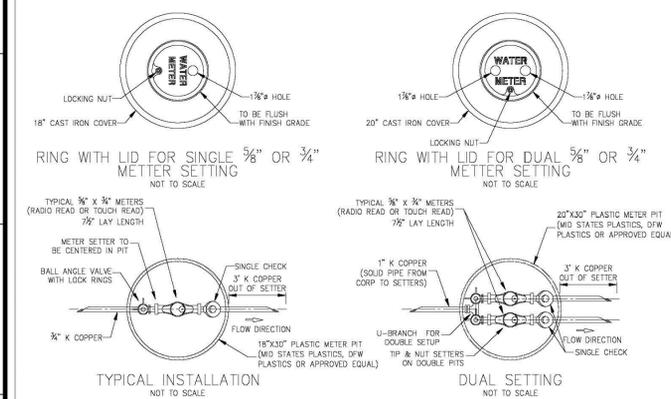
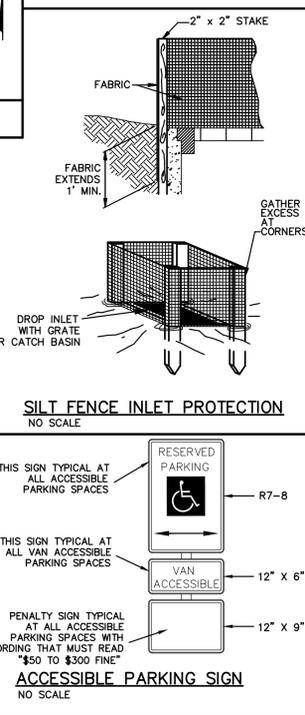
- (A) NEW RESTROOM FACILITY. SEE ARCHITECTURAL PLANS.
- (B) NEW 4" CONCRETE SIDEWALK.
- (C) NEW DRINKING FOUNTAINS. SEE ARCHITECTURAL PLANS.
- (D) NEW ACCESSIBLE PARKING STALL SIGNAGE.
- (E) NEW 13 LF. OF 4" SDR 26 SANITARY LATERAL.
- (F) NEW SANITARY CLEANOUT.
- (G) NEW 3/4" WATER SERVICE LINE, PER PWS#2 STANDARDS.
- (H) NEW 3/4" WATER METER, PER PWS#2 STANDARDS.
- (I) NEW INLET PROTECTION.
- (J) NEW ADA RAMP.
- (K) NEW ELECTRIC METER.



- LEGEND**
- EXISTING RIGHT-OF-WAY
 - EXISTING PROPERTY LINE
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - EXISTING EASEMENT
 - EXISTING STORM SEWER
 - EXISTING SANITARY LATERAL
 - EXISTING SANITARY LATERAL
 - EXISTING WATER LINE
 - EXISTING FENCE
 - EXISTING EROSION CONTROL
 - EXISTING SANITARY MANHOLE
 - EXISTING STORM MANHOLE
 - EXISTING STORM GRATED INLET
 - EXISTING STORM CURB INLET
 - EXISTING STORM AREA INLET
 - EXISTING STORM FLARED END
 - EXISTING GAS VALVE
 - EXISTING CABLE PEDESTAL
 - EXISTING SIGN
 - EXISTING TREE LINE
 - EXISTING TREE
 - EXISTING BUILDING
 - EXISTING RIP RAP
 - EXISTING ASPHALT PAVEMENT
 - EXISTING CONCRETE PAVEMENT
 - NEW WATER LINE
 - NEW SANITARY LATERAL
 - NEW EROSION CONTROL
 - NEW SANITARY CLEANOUT
 - NEW WATER METER
 - NEW ELECTRIC METER
 - NEW SIGN
 - NEW BUILDING
 - NEW CONCRETE SIDEWALKS

VICINITY MAP NO SCALE

- NOTES**
- TOTAL SITE ACREAGE: ±0.20 ACRES (±8,712 SF)
 - EXISTING ZONING - PR "PLANNED RESIDENTIAL DISTRICT"
 - PROPOSED ZONING - PR "PLANNED RESIDENTIAL DISTRICT"
 - BUILDING SETBACKS: FRONT - 0', REAR - 0', SIDE - 0'
 - THE SITE LAND USE SHALL BE GENERAL PUBLIC RESTROOM.
 - THIS SITE IS SERVED BY: WATER - PWS#2, SEWER - PWS#2, TELEPHONE - CENTURYLINK, ELECTRIC - CUIVRE RIVER GAS - SPIRE, FIRE - LAKE ST. LOUIS FIRE DEPARTMENT
 - THIS SITE FALLS WITHIN UNSHADED "ZONE X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL FLOOD PLAIN, PER FIRM, FLOOD INSURANCE RATE MAP, FOR LAKE ST. LOUIS, MISSOURI AND INCORPORATED AREAS, MAP NUMBER 29183C0215G, EFFECTIVE DATE OF JANUARY 20, 2016. FLOOD ZONES ARE DETERMINED BY SCALING.
 - EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
 - ALL STORM WATER RUNOFF SHALL MEET GOVERNING AUTHORITY CURRENT STANDARDS.
 - ALL UTILITIES ARE TO BE LOCATED UNDERGROUND.
 - THE SITE SHALL CONFORM TO CITY OF LAKE ST. LOUIS STANDARDS.
 - THE TOPOGRAPHIC INFORMATION AS SHOWN HEREON PER INFORMATION PROVIDED BY THE CITY OF LAKE ST. LOUIS.
 - THE DEVELOPMENT SHALL BE SERVED BY UNDERGROUND ELECTRIC.
 - BOUNDARY INFORMATION IS PER INFORMATION PROVIDED BY THE CITY OF LAKE ST. LOUIS.
 - THIS SITE WILL DEVELOP IN ONE PHASE.
 - NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
 - THIS DRAWING DOES NOT CONSTITUTE A BOUNDARY SURVEY.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR.
 - LOCATION, REPLACEMENT, AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
 - ALL MECHANICAL, HVAC, AND UTILITY EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ACCORDING TO CITY ORDINANCE AND SHALL BE SCREENED OR PAINTED TO MATCH THE ADJACENT BUILDING COLOR.
 - STORMWATER SHALL BE DIRECTED TO THE EXISTING STORM SYSTEM.
 - ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED.
 - UNDERGROUND STRUCTURES, FACILITIES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, DEEDS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT KNOWN.



APRIL 20, 2005
 OWNER / DEVELOPER:
 CITY OF LAKE ST. LOUIS
 307 PARKWAY INDUSTRIAL
 LAKE ST. LOUIS, MO 63367

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ERIC SCOTT KIRCHNER
 E-2001004618
 5/17/2020

ERIC S. KIRCHNER
 E-2001004618

SITE IMPROVEMENT PLAN
NEW RESTROOM BUILDING
LAKE ST. LOUIS, MISSOURI

DATE	REVISION	APP'D BY
7-14-20	ADD ELEC. METER/ADJUST. WATER SERVICE	NTB
7-17-20	UPDATE BUILDING FOOTPRINT	ESK

DATE: MAY 2020
 SCALE: 1" = 10'
 PROJ. NO: M19-7805
 DATE: C1

DWG NAME: J:\2019\W19-7805 - New Restroom Bldg. Lake St. Louis\ENGINEERING\AUTOCAD DRAWINGS\03_Construction Drawings\7805_C1 - site and grading plan.dwg LAYOUT TAB: C1 PLOTTED ON: Jul 17, 2020 - 11:51am PLOTTED BY: nbuhrle

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide cast-in-place concrete for general building construction, including, without limitation:
 - 1. Slabs on grade.
 - 2. Requirements (materials, mixes, finishes) apply to concrete work specified in other sections, such as sidewalk paving.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
 - 1. Shop drawings shall be prepared and stamped by a qualified engineer licensed in the jurisdiction of the project.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
 - B. Testing:
 - 1. Employ an independent testing agency acceptable to perform material evaluation tests. Provide 7 and 28 day cylinder tests. Comply with ASTM C 143, C 173, C 31 and C 39. (Submit all test reports to the Architect and Engineer.
 - 2. Make one set of four cylinders for each major pour or each 50 cubic yards.
 - 3. Concrete slump at point of placement to be not less than 2" and not greater than 4".
 - C. Standards:
 - 1. ACI 301, Specifications for structural Concrete for Buildings.
 - 2. ACI 318, Building Code Requirements for Reinforced Concrete, and CRSI Manual of Standard Practice.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Concrete Design Mixes, ASTM C 94, 28 Day Compressive Strength:
 - 1. Slabs on Grade, Foundations, and Footings.
 - a. Compressive Strength: 4000 psi.
 - 2. Exterior Site Concrete and Pads Exposed to Weather:
 - a. Compressive Strength: 4000 psi.
 - B. Formwork: Plywood or metal panel formwork sufficient for structural and visual requirements.
 - C. Reinforcing Materials:
 - 1. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
 - 2. Steel Wire: ASTM A 82.
 - 3. Fibermesh 300 Synthetic Fiber.
 - D. Concrete Materials: ASTM C 150, Type I, Portland cement; potable water.
 - 1. Normal weight aggregates, ASTM C 33.
 - 2. Concrete Admixtures: Containing less than 0.1 percent chloride ions.
 - 1. Air-Entraining Admixture: ASTM C 260, for exterior exposed concrete and foundations exposed to freeze-thaw.
 - 2. Water-Reducing Admixture: ASTM C 494, Type A, for placement and workability.
 - 3. High-Range Water-Reducing Admixture, Super Plasticizer: ASTM C 494, Type F or G for placement and workability.
 - 4. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E for placement and workability.
 - 5. Water-Reducing, Retarding Admixture: ASTM C 494, Type D for placement and workability.
 - E. Auxiliary Materials:
 - 1. Vapor Retarder: ASTM D 4397 polyethylene sheet, 10 mils.
 - F. Concrete Finishes For Formed Surfaces:
 - 1. Surfaces Not Exposed To View: As-cast form finish.
 - 2. Surfaces Exposed To View: Smooth form finish.
 - G. Concrete Finishes For Monolithic Slabs:
 - 1. Trowel finish for surfaces to be exposed to view.
 - 2. Nonslip broom finish for exterior concrete walks and pads.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Comply with ASTM C 94. Do not change mix design without approval. Calcium chloride admixtures are not permitted.
 - B. Chamfer exposed edges/corners to provide straight lines.
 - C. Tolerance: Plus 1/8" in 10' for grade, alignment, and straightness.
 - D. Construction Joints: Use keyways, continue reinforcement through joint.
 - E. Expansion Joints: For exterior work locate 30' o.c. at approved locations. Provide smooth dowels across joint which permit 1" horizontal movement and no vertical shear movement.
 - F. Isolation Joints: Provide between slabs and vertical elements such as columns and structural walls.
 - G. Control Joints: Provide sawn or tooled joints or removable insert strips; depth equal to 1/4 slab thickness. Spacing per plan.
 - H. Wall Finishes: As-cast and patched for concealed work; rubbed smooth, filled and cement paste coated for exposed work.
 - I. Slab Finishes:
 - 1. Broom: After trowel finishing, roughen surface by fine brooming perpendicular to traffic direction for exposed exterior walks, steps and ramps.
 - 2. Hardener Finish: For exposed interior concrete floors. Follow manufacturer's directions.
 - 3. Cure and protect work. Report defective work in writing.

SECTION 06100
ROUGH CARPENTRY

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide rough carpentry:
 - 1. Framing with dimension lumber.
 - 2. Wood grounds, nailers, and blocking.
 - 3. Wood furring.
 - 4. Backing panels.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
 - B. Lumber Standards and Grade Stamps: DOC PS 20, American Softwood Lumber Standard and inspection agency grade stamps.
 - C. Construction Panel Standards: DOC PS 1, U.S. Product Standard for Construction and Industrial Plywood, APA PRP-108.
 - D. Preservative Treatment: AWPAC C2 for lumber and AWPAC C9 for plywood; waterborne pressure treatment. Provide for wood in contact with soil, concrete, masonry, roofing, flashing, dampproofing and waterproofing.
 - E. Fire-Retardant Treatment: AWPAC C20 for lumber and AWPAC C27 for plywood; noncorrosive type. Provide at building interior where required by code.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Dimension Lumber:
 - 1. Light Framing: Stud, No. 3 or Standard grade.
 - 2. Species: Any species of grade indicated.
 - B. Boards:
 - 1. Exposed Boards: 19 percent moisture content.
 - 2. Concealed Boards: 19 percent moisture content.
 - C. Miscellaneous Lumber:
 - 1. Moisture Content: 19 percent.
 - 2. Grade: Standard grade light framing.
 - D. Construction Panels:
 - 1. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.
 - B. Plywood: Comply with applicable recommendations contained in APA Form No. E30K, "APA Design/Construction Guide: Residential & Commercial"
 - C. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
 - D. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with other work.
 - E. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.
 - F. Restore damaged components. Protect work from damage.

SECTION 06175
WOOD TRUSSES

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide prefabricated and pre-engineered wood trusses.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
 - 1. Shop drawings shall be prepared and stamped by a qualified engineer licensed in the jurisdiction of the project.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
 - B. Standards: TPI 1, "National Design Standard for Metal Plate Connected Wood Truss Construction," and fabricate wood trusses within manufacturing tolerances in TPI 1
 - C. Design Engineering: Registered engineer in the State of Missouri.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Wood Trusses:
 - 1. Lumber Standard: PS 20 American Softwood Lumber Standard.
 - 2. Species: Manufacturer's option.
 - 3. Moisture Content: Seasoned, 15 percent maximum.
 - 4. Grade for Chord Members: No. 1.
 - 5. Grade for Web Members: Same as chord grade.
 - 6. Design Values: Modulus of elasticity at least 1,800,000 psi; extreme fiber stress in bending of at least 1800 psi.
 - B. Connectors, Fasteners, and Metal Framing Anchors:
 - 1. Nails, Wire, Brads, and Staples: FS FF-N-105.
 - 2. Power Driven Fasteners: CABO NER-272.
 - 3. Wood Screws: ASME B18.6.1
 - 4. Lag Bolts: ASME B18.2.1.
 - 5. Bolts: ASTM A 307, Grade A; ASTM A 563 for hex nuts and, where indicated, flat washers.
 - 6. Metal Framing Anchors: Hot-dip galvanized steel sheet, ASTM A 653, G60.
 - 7. Connectors: Electrolytic zinc-coated steel sheet, ASTM A 653; ASTM A 591, Coating Class C.
 - C. Design Loads
 - 1. Top chord
 - a. Live Load = 30 psf
 - b. Dead Load = 15 psf
 - 2. Bottom Chord
 - a. Dead Load = 10 psf

PART 3 - EXECUTION

- 3.1 INSTALLATION
- A. Install and brace trusses according to TPI recommendations and within installation tolerances in TPI 1.
 - B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
 - C. Install trusses plumb, square, and true to line and securely fasten to supporting construction.
 - D. Restore damaged components. Clean and protect work from damage.

SECTION 07210
BUILDING INSULATION

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide building insulation.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Submit for approval test reports.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Blanket/Batt Insulation:
 - 1. Application: Thermal insulation at ceiling - R-30.
 - 2. Type: Mineral fiber, ASTM C 665, Type 1.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections. Provide full thickness in one layer over entire area, tightly fitting around penetrations.
 - B. Pour loose insulation into cavities indicated; provide uniform coverage at correct density and thickness.
 - C. Protect installed insulation.

SECTION 07400
METAL SOFFIT

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide vented 12" wide panels with major rib spacing of 6" o.c., 26 gauge panel
- 1.2 SUBMITTALS
- A. Product: ALCOA "Envoy" Double 6" Perforated V-Groove.
 - B. Color - See Exterior Finish Schedule.
2. FASCIA
- A. 24 ga. smooth metal.
 - B. Materials
 - a.) Color - See Exterior Finish Schedule.
4. Execution
- A. Follow recommendations of SMACNA Sheet Metal Manual. Allow for expansion. Isolate dissimilar materials.
 - B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
 - C. Restore damaged components and finishes. Clean and protect work from damage.

SECTION 07900
JOINT SEALERS

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide joint sealers at interior and exterior vertical and horizontal joints.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Elastomeric Joint-Sealant
 - 1. Products: Provide one of the following:
 - a. 786 Mildew Resistant; Dow Corning.
 - b. Sanitary 1700; GE Silicones.
 - 2. Applications: Use to seal nonporous surfaces around ceramic tile, showers, sinks, plumbing fixtures or wherever wet or humid conditions exist such as in toilet rooms, shower rooms, and kitchens.
 - B. Single-Component Nonsag Urethane Sealant:
 - 1. Products: Provide one of the following:
 - a. Vulkem 116; Mameco International.
 - b. NP 1; Sonneborn Building Products Div., ChemRex Inc.
 - 2. Applications: Install in window and door frame perimeters and similar types of exterior construction joints.

SECTION 08100
STEEL DOORS AND FRAMES

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide steel doors and frames.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Shop Drawings: Submit shop drawings indicating material characteristics, details of construction, connections, and relationship with adjacent construction.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Manufacturers: Amweld Building Products, Ceco Door Products, Curries Co., Mesker Door, Steelcraft Manufacturing, or approved equal.
 - B. Steel Doors:
 - 1. Door Type: Standard steel doors with hollow or composite construction.
 - 2. Exterior Doors: ANSI/SDI-100, Grade III, extra-heavy-duty, minimum 16 gauge (.0598 inch) galvanized sheet steel, 1-3/4 inches thick.
 - 3. Finish: Factory primed and field painted.
 - C. Steel Frames:
 - 1. Exterior Frames:
 - a. Material: Galvanized sheet steel.
 - b. Corners: Mitered.
 - c. Type: Welded.
 - d. Thickness: 16 gauge (.0358 inch).
 - 2. Finish: Factory primed and field painted.

PART 3 - EXECUTION

- 3.1 INSTALLATION
- A. Fabricate work to be rigid, neat and free from seams, defects, dents, warp, buckle, and exposed fasteners. Install doors and frames in compliance with SDI-100, NFPA 80, and requirements of authorities having jurisdiction.
 - B. Provide thermally improved doors with maximum U-value of 0.24 BTU/hr./sq. ft. degree F (ASTM C 236) for all exterior doors and elsewhere as noted.
 - C. Provide acoustically improved doors with minimum STC of 33 (ASTM E 90 and ASTM E 413) where indicated.
 - D. Hardware: Prepare doors and frames to receive hardware on final schedule. Provide for 3 silencers on single doorframes; 2 on double doorframes.
 - E. Shop Finish: Clean, treat and prime paint all work with rust-inhibiting primer comparable with finish paint specified in Division 9 section. Provide asphalt emulsion sound deadening coating on concealed frame interiors.
 - F. Touch-up damaged coatings ready to receive finish painting.

SECTION 08710
DOOR HARDWARE

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide door hardware.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. See Hardware Schedule on Sheet A1.2.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Follow guidelines of DHI "Recommended Locations for Builder's Hardware and hardware manufacturers' instructions.
 - B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
 - C. Adjust operation, clean and protect.

SECTION 08710
DOOR HARDWARE

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide door hardware.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. See Hardware Schedule on Sheet A1.2.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Follow guidelines of DHI "Recommended Locations for Builder's Hardware and hardware manufacturers' instructions.
 - B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
 - C. Adjust operation, clean and protect.

SECTION 08710
DOOR HARDWARE

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide door hardware.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. See Hardware Schedule on Sheet A1.2.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Follow guidelines of DHI "Recommended Locations for Builder's Hardware and hardware manufacturers' instructions.
 - B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
 - C. Adjust operation, clean and protect.

SECTION 09910
PAINTING

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide the following:
 - 1. Painting and surface preparation for interior unfinished surfaces as scheduled.
 - 2. Painting and surface preparation for exterior unfinished surfaces as scheduled.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
 - 1. Include manufacturer's full range of color and finish options if additional selection is required.
 - C. Extra Stock: Submit 1 unopened gallon of each paint and color used in the project.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
 - B. Regulations: Compliance with VOC and environmental regulations.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Manufacturers of Regular Paints: Pittsburgh Paints, Benjamin Moore, Sherwin Williams or approved equal.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
 - B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
 - C. Before applying paint/primer to concrete or CMU verify moisture levels are at manufacturer's recommended content and materials cured to the recommended number of days.
- 3.2 PAINT SCHEDULE
- A. All systems listed are PITTSBURGH PAINTS:
 - P1 - Interior CMU Walls
 - (1) Coat SPEEDHIDE Interior Latex Undercoater # 6-855
 - (2) Coats "Aquaapon" Polyamide-Epoxy Coating # 97-53
 - P2 - Interior Gyp. Board Ceilings:
 - (1) Coat Pure Performance Interior Latex Primer # 9-2
 - (2) Coats Pure Performance Interior Flat Latex # 9-110
 - P3 - Interior Wood:
 - (1) Coat SPEEDHIDE Interior Latex Enamel Undercoater # 6-855
 - (2) Coats SPEEDPRO Interior Enamel Eggshell Latex # 14-310
 - P4 - Interior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-212
 - (2) Coats SPEEDHIDE Interior Enamel Wall & Trim Semi-Gloss Oil # 6-1110
 - P5 - Exterior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-21
 - (2) Coats SPEEDHIDE Exterior House & Trim Semi-gloss Acrylic Latex # 6-900

SECTION 09910
PAINTING

PART 1 - GENERAL

- 1.1 SUMMARY
- A. Provide the following:
 - 1. Painting and surface preparation for interior unfinished surfaces as scheduled.
 - 2. Painting and surface preparation for exterior unfinished surfaces as scheduled.
- 1.2 SUBMITTALS
- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
 - B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
 - 1. Include manufacturer's full range of color and finish options if additional selection is required.
 - C. Extra Stock: Submit 1 unopened gallon of each paint and color used in the project.
- 1.3 QUALITY ASSURANCE
- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
 - B. Regulations: Compliance with VOC and environmental regulations.

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Manufacturers of Regular Paints: Pittsburgh Paints, Benjamin Moore, Sherwin Williams or approved equal.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
 - B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
 - C. Before applying paint/primer to concrete or CMU verify moisture levels are at manufacturer's recommended content and materials cured to the recommended number of days.
- 3.2 PAINT SCHEDULE
- A. All systems listed are PITTSBURGH PAINTS:
 - P1 - Interior CMU Walls
 - (1) Coat SPEEDHIDE Interior Latex Undercoater # 6-855
 - (2) Coats "Aquaapon" Polyamide-Epoxy Coating # 97-53
 - P2 - Interior Gyp. Board Ceilings:
 - (1) Coat Pure Performance Interior Latex Primer # 9-2
 - (2) Coats Pure Performance Interior Flat Latex # 9-110
 - P3 - Interior Wood:
 - (1) Coat SPEEDHIDE Interior Latex Enamel Undercoater # 6-855
 - (2) Coats SPEEDPRO Interior Enamel Eggshell Latex # 14-310
 - P4 - Interior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-212
 - (2) Coats SPEEDHIDE Interior Enamel Wall & Trim Semi-Gloss Oil # 6-1110
 - P5 - Exterior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-21
 - (2) Coats SPEEDHIDE Exterior House & Trim Semi-gloss Acrylic Latex # 6-900

SECTION 09910
PAINTING

PART 2 - PRODUCTS

- 2.1 MATERIALS
- A. Manufacturers of Regular Paints: Pittsburgh Paints, Benjamin Moore, Sherwin Williams or approved equal.
- PART 3 - EXECUTION**
- 3.1 INSTALLATION
- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
 - B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
 - C. Before applying paint/primer to concrete or CMU verify moisture levels are at manufacturer's recommended content and materials cured to the recommended number of days.
- 3.2 PAINT SCHEDULE
- A. All systems listed are PITTSBURGH PAINTS:
 - P1 - Interior CMU Walls
 - (1) Coat SPEEDHIDE Interior Latex Undercoater # 6-855
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 - P2 - Interior Gyp. Board Ceilings:
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 - P3 - Interior Wood:
 - (1) Coat SPEEDHIDE Interior Latex Enamel Undercoater # 6-855
 - (2) Coats SPEEDPRO Interior Enamel Eggshell Latex # 14-310
 - P4 - Interior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-212
 - (2) Coats SPEEDHIDE Interior Enamel Wall & Trim Semi-Gloss Oil # 6-1110
 - P5 - Exterior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-21
 - (2) Coats SPEEDHIDE Exterior House & Trim Semi-gloss Acrylic Latex # 6-900

SECTION 09910
PAINTING

PART 3 - EXECUTION

- 3.1 INSTALLATION
- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
 - B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
 - C. Before applying paint/primer to concrete or CMU verify moisture levels are at manufacturer's recommended content and materials cured to the recommended number of days.
- 3.2 PAINT SCHEDULE
- A. All systems listed are PITTSBURGH PAINTS:
 - P1 - Interior CMU Walls
 - (1) Coat SPEEDHIDE Interior Latex Undercoater # 6-855
 - (2) Coats "Aquaapon" Polyamide-Epoxy Coating # 97-53
 - P2 - Interior Gyp. Board Ceilings:
 - (1) Coat Pure Performance Interior Latex Primer # 9-2
 - (2) Coats Pure Performance Interior Flat Latex # 9-110
 - P3 - Interior Wood:
 - (1) Coat SPEEDHIDE Interior Latex Enamel Undercoater # 6-855
 - (2) Coats SPEEDPRO Interior Enamel Eggshell Latex # 14-310
 - P4 - Interior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-212
 - (2) Coats SPEEDHIDE Interior Enamel Wall & Trim Semi-Gloss Oil # 6-1110
 - P5 - Exterior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-21
 - (2) Coats SPEEDHIDE Exterior House & Trim Semi-gloss Acrylic Latex # 6-900

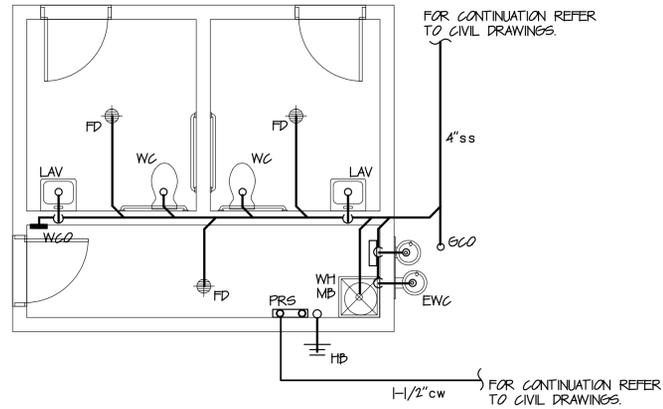
SECTION 09910
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 - P4 - Interior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-212
 - (2) Coats SPEEDHIDE Interior Enamel Wall & Trim Semi-Gloss Oil # 6-1110
 - P5 - Exterior Ferrous Metal:
 - (1) Coat SPEEDHIDE Steel Primer # 6-208, # 6-21
 - (2) Coats SPEEDHIDE Exterior House & Trim Semi-gloss Acrylic Latex # 6-900

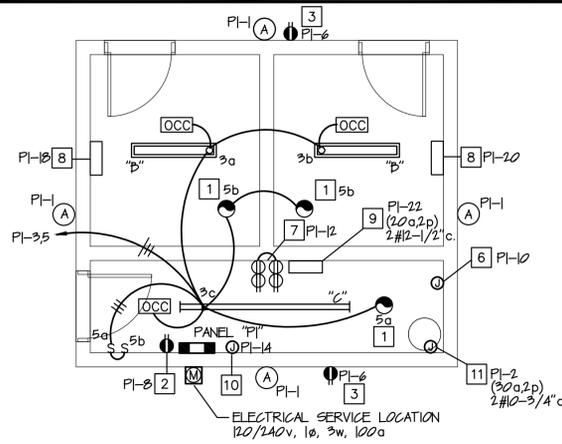
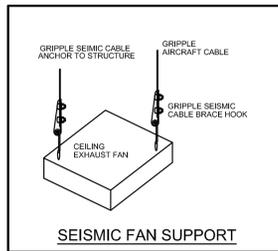
MPE GENERAL SPECIFICATION

- All work shall be done in strict accordance with all codes, regulations, laws and ordinances which may be applicable.
- Contractors shall refer to existing conditions, architectural, electrical, plumbing, structural, etc. drawings during bidding and construction to avoid any and all conflicts. Failure to do so will not alleviate this contractor's responsibilities or allow extra monies.
- Fabricate and install ductwork in compliance with SMACNA publication and all other regulation, codes, ordinances, etc.
- Contractors are responsible for all permits and inspection fees.
- All equipment shown shall be restrained for seismic forces in accordance with the latest edition of the IBC and applicable codes.
- All work is to be coordinated with the G.C. and/or Owner for acceptable work times and access.
- Contractors shall examine the site and determine relocated and/or removed items to be included in the contract. Contractor shall disconnect and remove from the site to be remodeled all mechanical equipment, ductwork, straps, etc. not to be reused. The contractor shall relocate all items of unused equipment and material which must be revised and/or relocated due to the remodeling. Any item which is in the area to be remodeled and serves equipment in other areas is to remain in operation during and after remodeling is complete.
- Vents, exhaust discharge, etc. are to be located a minimum of 10'-0" in distance from any fresh air intake.
- All items that are installed by this contractor are to be UL listed for the application.
- All water lines are to be copper. Type "K" below grade and type "L" above grade. Sanitary lines in or under slab are to be cast iron. Sanitary lines in grade can be PVC if presented to the engineer for review. ALL sanitary lines are to domestic material.
- All water lines routed above the ceiling are to be insulated with 1/2" Armaflex jacket. ADA sinks and lavatories which require waste and supply insulation are to be installed with Tru-Bro protection system.
- All wire is to be copper with "THWN" or "THHN" insulation. Type "AC", "BX", "NM" or "NMC" cables will not be permitted on this project. All exposed conduit is to be rigid steel. PVC within slab/grade is permitted if approved by local authority. "MC" is approved for box to box and wiring whips. Home runs to panel are to be rigid steel. Schedule 80 PVC conduit can be used in lieu of exposed rigid steel if approved by local codes. Wiring methods are to comply w/NEC Article 300.
- Within panel door E.C. to provide a typed index card identifying all circuit and equipment used.
- Load centers are not approved. Clearances to comply w/NEC Article 110-16.32/33
- All conduits are to have independent green ground wire installed along with feeders indicated. Size ground w/NEC Article 250.

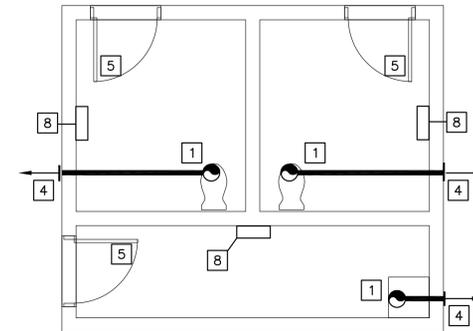


PLUMBING FLOOR PLAN
SCALE: 1/4" = 1'-0"

PIPE ENTIRE SYSTEM SO THAT IT CAN BE WINTERIZED FOR TOTAL DRAINAGE/SHUTDOWN.



ELECTRICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"



MECHANICAL FLOOR PLAN
SCALE: 1/4" = 1'-0"

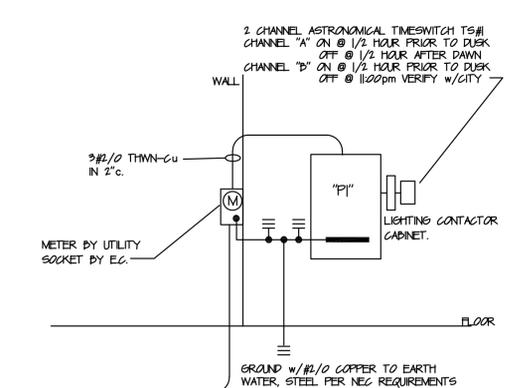
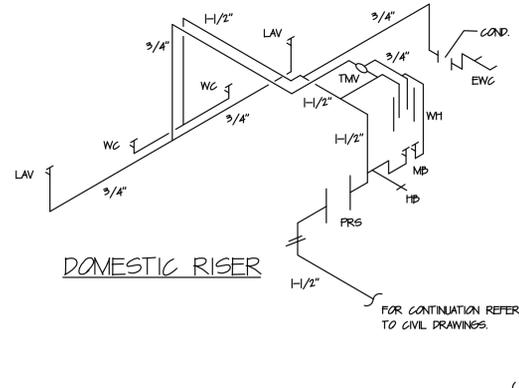
Lloyd E. Moss
Professional Engineer
Missouri #E-15907

MISSOURI STATE
CERTIFICATE OF AUTHORITY
Number 2001029034

The Professional Engineer's seal/signature affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments or documents not exhibiting this shall not be considered prepared by this Engineer and this Engineer expressly disclaims any and all responsibilities for such plans, drawings, documents, etc. which do not exhibit this seal/signature.

SYMBOLS

MC	MECHANICAL CONTRACTOR
PC	PLUMBING CONTRACTOR
EC	ELECTRICAL CONTRACTOR
GC	GENERAL CONTRACTOR
○	MOTOR
④	KEYED NOTE
⊕	DUPLEX RECEPTACLE
⊕	WP/GFCI DUPLEX RECEPTACLE
⊕	JUNCTION BOX SIZE AS REQUIRED
S	SPST SWITCH w/PILOT LIGHT
□	CEILING MITD. OCCUPANCY SENSOR

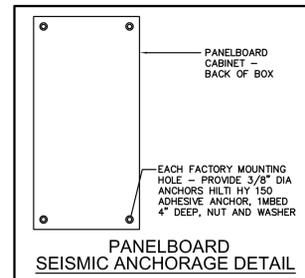
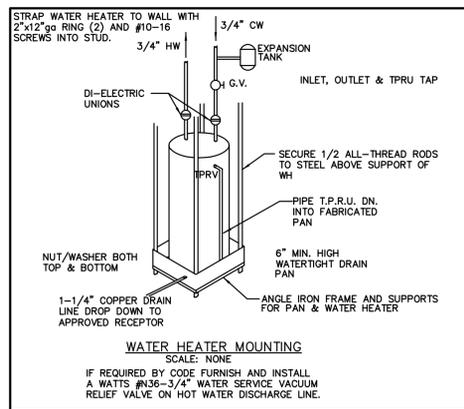


ROUTE 3/4" THWN-Cu IN 2" PVC CONDUIT w/ #1 GREEN GROUND 3" BELOW GRADE TO UTILITY SERVICE TERMINATION LOCATION LEAVING ENOUGH FEEDER FOR UTILITY TIE-IN COORDINATE WITH CIVIL. ALUMINUM SERVICE CABLE CAN BE BID AS A DEFECT ALT. MEETING CODE COMPLIANCE.

THE EARTHQUAKE LOAD PROVISIONS OF THE LOCAL ORDINANCE AND BUILDING CODE, THE COUNTIES AND CITIES RULES & REGULATIONS ON SEISMIC ANCHORAGE & SWAY BRACING OF THE MECHANICAL, PLUMBING, ELECTRICAL SYSTEM COMPONENTS AND THE APPROVED COMPANIES HAVE BEEN REVIEWED. ATTACHED DETAILS HAVE BEEN ABSTRACTED FROM THESE PUBLICATIONS. THE DETAILS SHOWN REPRESENT ANCHORAGE & SWAY BRACING OF THE SYSTEMS LISTED. THESE DETAILS ARE DEVELOPED BY OTHERS AND NOT OUR DESIGN. IT IS UNDERSTOOD THAT THESE ANCHORAGE & SWAY BRACING DETAILS MEET OR EXCEED THE EARTHQUAKE LOAD RESISTANCE REQUIREMENTS WITHIN AS MENTIONED PREVIOUSLY.

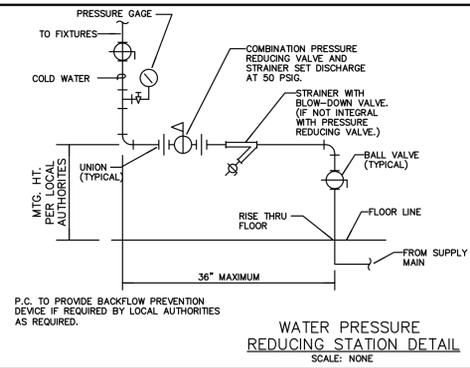
FURNISH w/125a, 2p MAIN CIRCUIT BREAKER

Ckt. No.	Breaker Size	Breaker Type	SERVES	VA	Phase	VA	SERVES	Breaker Poles	Height	Ckt. No.
1	20	1	EXTERIOR LIGHTS	1000	A	4500	WATER HEATER	2	30	2
3	20	1	TOILET LTGS/FANS	500	B	---	---	---	---	4
5	20	1	SERVICE LIGHTS/FAN	400	A	400	EXTERIOR RECEPT.	1	20	6
7	20	1	SPARE	---	B	200	INTERIOR RECEPT.	1	20	8
9	20	1	SPARE	---	A	800	EWC COMPRESSOR	1	20	10
11	20	1	SPARE	---	B	400	AUTO TRANSF.	1	20	12
13	20	1	SPARE	---	A	200	DOOR LOCK TIMER	1	20	14
15	20	1	SPARE	---	B	---	---	---	---	16
17	20	1	SPARE	---	A	1500	HEATER	1	20	18
19	20	1	SPARE	---	B	1500	HEATER	1	20	20
21	20	1	SPARE	---	A	2000	HEATER	2	20	22
23	20	1	SPARE	---	B	---	---	---	---	24
25	-	1	SPACE	---	A	---	SPACE	1	-	26
27	-	1	SPACE	---	B	---	SPACE	1	-	28
29	-	1	SPACE	---	A	---	SPACE	1	-	30
31	-	1	SPACE	---	B	---	SPACE	1	-	32
33	-	1	SPACE	---	A	---	SPACE	1	-	34
35	-	1	SPACE	---	B	---	SPACE	1	-	36
37	-	1	SPACE	---	A	---	SPACE	1	-	38
39	-	1	SPACE	---	B	---	SPACE	1	-	40
TOTAL CONNECTED LOAD				13,400 VA				55.8 AMPERES		



KEYED NOTES

- MC TO FURNISH AND INSTALL A LOREN-COOK GEMINI EXHAUST FAN 100cfm, 025esp, 18/1/60, 80w, DIRECT DRIVE w/CEILING GRILLE.
- GFCI DUPLEX RECEPTACLE BY EC FOR SERVICE EQUIPMENT. MOUNT +48" off.
- GFCI/WEATHERPROOF DUPLEX RECEPTACLE BY EC MOUNT +24" off
- MC TO FURNISH AND INSTALL 3x6 DUCTWORK w/ANODIZED WALL CAP AND BIRD SCREEN FLUSH IN WALL COLOR AS SELECTED BY ARCH.
- UNDERCUT DOOR BY 1/2" FOR MAKE-UP AIR REQUIREMENT.
- JUNCTION BOX BY EC FOR CONNECTION OF REMOTE EWC COMPRESSOR. COORDINATE w/P.C.
- TWO QUAD RECEPTABLES BY EC FOR CONNECTION OF ELECTRIC WC FLUSH VALVE AND LAV FAUCET TRANSFORMER. COORDINATE w/P.C.
- ELECTRIC WALL HEATER SURFACE MOUNTED BY MC. MARKEL #EA45-TRP/AA02X91 120/160/180w WITH SELF CONTAINED T-STAT. MOUNT CENTERED BETWEEN THE DOOR HEADER AND CEILING.
- ELECTRIC WALL HEATER SURFACE MOUNTED BY MC. MARKEL #FA42-T2RP/AA02X91 240/160/200w WITH SELF CONTAINED T-STAT. MOUNT CENTERED BETWEEN THE DOOR HEADER AND CEILING.
- JUNCTION BOX BY EC FOR MOUNTING AND CONNECTION OF DOOR LOCK TIMER. COORDINATE w/HARDWARE SUPPLIER FOR EXACT MOUNTING LOCATION AND REQUIREMENTS.
- JUNCTION BOX BY EC FOR CONNECTION OF ELECTRIC WATER HEATER. MOUNT ABOVE PLATFORM, COORDINATE w/P.C.



COORDINATE w/CIVIL DRAWINGS THE REQUIREMENT FOR IN-GRADE FLOODS AND BOLLARDS.

PLUMBING FIXTURE SCHEDULE

PLAN MARK	MFR.	MODEL NUMBER	ACCESSORIES	WASTE	VENT	C.W.	H.W.
WC	ACORN	2120-W-3 HS-OFLC	ADA FLOOR MT. BACK SPUD FV w/OPEN FRONT SEAT AND SLOAN #152ES-S FLUSH VALVE w/EL154 TRANSFORMER	4"	2"	1/2"	---
LAV	ACORN	1951 1-3JMS	WALL HUNG LAV w/BRADLEY #553-3100-RL5-PC/A14-029 INFRARED FAUCET w/PLUG IN XFRM., GRID STRAINER, 1-1/2" CP TRAP, 3/8" SUPPLIES, STOPS, ESCUTCHEONS, FLEX RISERS, H/D WALL CARRIER AND TRU-BRO ADA INSULATION KIT	2"	1-1/2"	1/2"	TEMPERED
MB	EL MUSTEE	63M	MOP BASIN w/SS STRAINER, 63.600A SERVICE FAUCET, VACUUM BREAKER AND 65.308 DRAIN SEAL	2"	1-1/2"	1/2"	1/2"
HB	WOODFORD	865-C	FREEZEPROOF/ANTI-SIPHON RECESSED HOSEBIB WALL THICKNESS AS REQUIRED (TRIMLINE UNIT)	-	-	3/4"	-
FD	WADE	1100-A-1	CAST IRON FLOOR DRAIN w/AS NICKEL BRONZE ROUND STRAINER	3"	1-1/2"	-	-
WCO FCO GCC	WADE	8550/8304 6000-1	SS WALL CLEANOUT COVER w/FERRULE & PLUG NICKEL BRONZE TOP FLOOR CLEANOUT PVC/IRON GRADE CLEANOUT	-	-	-	-
EWC	HALSEY TAYLOR	HDF-BLEBP/SJB	DUAL HEIGHT ELECTRIC WATER COOLER w/STAINLESS STEEL APRON, VANDAL RESISTANT, H/D CARRIER AND DRAIN KIT AND REMOTE CHILLER w/THRU WALL WASTE	2"	1-1/2"	1/2"	-
ET	AMTROL	ST-5	THERMAL EXPANSION TANK 5.0 GALLON CAPACITY INSTALL ON INLET SIDE OF WATER HEATER SUPPLY	-	-	1/2"	-
TMV	BRADLEY	559-4016	THERMOSTATIC MIXING VALVE FOR COMBINATION SUPPLIES SET/LOCK TEMPERATURE #110F ANCHOR TO SIDEWALL PROVIDE BALL VALVE INLET STOPS	-	-	1/2"	1/2" 3/4"
WH	RHEEM	PROC28 52RH95	28 GALLON ELECTRIC WATER HEATER 240/160/4.5kW MOUNT ON WALL ANCHOR OFF BRACKET ABOVE MB-1	2"	1-1/2"	1/2"	-

LIGHTING FIXTURE SCHEDULE

Type	Mounting	Manufacturer	Catalog Number	Lamp Type	Finish	Remarks
A	WALL SURFACE	ESCO	WPD1-16310-R-PC4	37w LED w/UNIT	BRONZE	MT. TIGHT TO UNDERSIDE OF EAIVE
B	CEILING SURFACE	AEL	BAM4-30-M-M-STP	40w LED w/UNIT	WHITE	
C	CEILING SURFACE	AEL	LCSB-30-HL-CSS4-M	80w LED w/UNIT	WHITE	

SEISMIC CODE DATA

Seismic Use Group (II) Seismic Design Category (D)

COMPONENT	ANCHORAGE TO FLOORS, ROOFS, ETC.		SWAY BRACING		LOCATION OF PROFESSIONALLY SEALED ANCHORAGE AND SWAY BRACING DETAILS			COMMENTS
	NOT PROVIDED	PROVIDED	NOT PROVIDED	PROVIDED	ON CONST. DOCUMENTS	SUBSEQUENT SUBMITTAL	SEPARATE PERMIT & PLANS	
CONDUIT	✓	-	-	N/A	N/A	-	-	PER EXEMPTION ATTACHMENT "C" TABLE 6500 LESS THAN DIMENSIONING
LIGHTING FIXTURES	✓	-	-	N/A	N/A	-	-	NONE REQUIRED ATTACHED DIRECTLY TO SHEET ROCK CEILING
PANELS	-	✓	-	N/A	N/A	-	-	REFER TO DETAIL IN THIS SET FOR REQUIREMENTS

SEISMIC CODE DATA

Seismic Use Group (II) Seismic Design Category (D)

LISTING OF EQUIPMENT AND SYSTEM COMPONENTS	ANCHORAGE TO FLOORS, ROOFS, ETC.		SWAY BRACING		LOCATION OF PROFESSIONALLY SEALED ANCHORAGE AND SWAY BRACING DETAILS			COMMENTS
	NOT PROVIDED FOR PROJECT	PROVIDED FOR PROJECT	NOT PROVIDED FOR PROJECT	PROVIDED FOR PROJECT	ON CONST. DOCUMENTS	SUBSEQUENT SUBMITTAL	SEPARATE PERMIT & PLANS	
DOMESTIC WATER PIPING	✓	-	✓	-	N/A	N/A	N/A	PER EXEMPTION ATTACHMENT "C" TABLE 6500 DESCRIPTION NOTE 1c
SANITARY PIPING	✓	-	✓	-	N/A	N/A	N/A	PER EXEMPTION ATTACHMENT "C" TABLE 6500 DESCRIPTION NOTE 1a
VENT PIPING	✓	-	✓	-	N/A	N/A	N/A	PER EXEMPTION ATTACHMENT "C" TABLE 6500 DESCRIPTION NOTE 1a

SEISMIC CODE DATA

Seismic Use Group (II) Seismic Design Category (D)

LISTING OF EQUIPMENT AND SYSTEM COMPONENTS	ANCHORAGE TO FLOORS, ROOFS, ETC.		SWAY BRACING		LOCATION OF PROFESSIONALLY SEALED ANCHORAGE AND SWAY BRACING DETAILS			COMMENT
	NOT PROVIDED	PROVIDED	NOT PROVIDED	PROVIDED	ON CONST. DOCUMENTS	SUBSEQUENT SUBMITTAL	SEPARATE PERMIT & PLANS	
DUCTWORK	✓	-	✓	-	N/A	N/A	N/A	REFER TO NOTE 2
VENTILATION EXHAUST FAN	-	✓	✓	-	REFER TO DETAIL ON "M" SHEETS	N/A	N/A	REFER TO NOTE 1
WALL HEATER	✓	-	✓	-	N/A	N/A	N/A	REFER TO NOTE 3

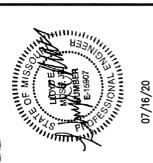
NOTE 1: PROVIDE MAXIMUM OF 36" OF FLEX DUCT BETWEEN FAN OUTLET AND RIGID DUCT. REFER TO HANGER DETAIL ATTACHED

NOTE 2: LESS THAN 600 SQUARE INCHES NO REQUIREMENT NEEDED

NOTE 3: NONE REQUIRED ATTACHED DIRECTLY TO WALL

Lloyd E. Moss
Professional Engineer
Missouri #E-15907

MISSOURI STATE
CERTIFICATE OF AUTHORITY
Number 2001029034



LUTZ & Associates, Inc.
1800 Craythorn Road / Suite 100B
St. Louis, Missouri 63146
314-976-7807 / 314-976-6382
pluto@lutz-associates.com

NEW RESTROOM BUILDING
City of Lake Saint Louis
Hidden Bluffs Drive
Lake Saint Louis, MO

MECHANICAL/PLUMBING/ELECTRICAL DETAILS & PLANS

DATE: 07/16/20

SCALE: 1/4"=1'-0"

PROJ. NO: CLA #2021

MPE-1

ADDENDUM NO. 1

JULY 28, 2020

CITY OF LAKE SAINT LOUIS, MISSOURI

NEW RESTROOM FACILITY - HIDDEN BLUFFS DRIVE

BID NO. 05-20

This addendum shall become part of the specifications and contract documents for the contract noted above. It shall be attached within the cover of the Contract Documents and acknowledgement of its receipt shall be noted in the space provided in the Proposal and below.

1) BID BOND REQUIREMENT

The proposal shall be accompanied by a bid bond, certified check or cashier's check of a bank or trust company in St. Charles County, St. Louis County, or in the City of St. Louis for an amount not less than five (5%) percent of the bid amount. Bid Bonds shall be made unconditionally payable to the City of Lake Saint Louis. The amount of the check shall be forfeited to the City if the bidder neglects or refuses to enter into a contract or to furnish bond after his proposal has been accepted.

RETURN OF BIDDER'S DEPOSITS:

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

2) CLARIFICATION TO BID SPECS

A discrepancy was noted between the civil and plumbing drawings concerning the water connection. Civic showed 3/4" and Plumbing showed 1 1/2".

The size of the line needs to be 1 1/2" per the plumbing drawings. The Civil drawing page has been updated and is included on the last page of this addendum.

This addendum shall be considered part of the above-referenced project. Any questions regarding this addendum should be directed to Darren Noelken, City of Lake Saint Louis dnoelken@LakeSaintLouis.com.

Please sign below and include this addendum in the bid package attached to the Proposal Sheet/Bid Form. Failure to return signed response may result in forfeiture of bid.

CONTRACTOR:

ATTEST:

SIGNATURE

DATE

SIGNATURE

DATE

COMPANY

ADDENDUM NO. 2

AUGUST 4, 2020

CITY OF LAKE SAINT LOUIS, MISSOURI

NEW RESTROOM FACILITY- HIDDEN BLUFFS DRIVE

BID NO. 05-20

This addendum shall become part of the specifications and contract documents for the contract noted above. It shall be attached within the cover of the Contract Documents and acknowledgement of its receipt shall be noted in the space provided in the Proposal below.

QUESTION AND ANSWER

Q1.) Please confirm water line availability and location.

- A. The main is on the parking lot side of the roadway. Please view the Water Plan attachment.

Q2.) Can the new water line and electric line be run in the same ditch and with little room between the retaining wall and parking lot will boring be required?

- A. There are two PVC conduits buried onsite for the contractor to use to run utilities to the bathroom facility. Those are shown on the "Wyndstone" attachment. The 2" and 4" PVC are there for the electric and water to be run to the building. Sanitary sewer will need to be added and installed at the time of construction. Please view the Water Plan and Wyndstone attachments.

Q3.) Can the geogrid be cut in order to install the footing, electric and water lines if we encounter at elevations less than 30" below grade?

- A. With a retaining wall of that size being intended to support an adjacent building, maintaining the wall's structural capability of is of paramount importance. As a condition of building permit issuance for the rest room facility, the engineer of record for this project will need to analyze and certify the design and load-bearing capacity of all structures associated with this project, including any modifications made to the retaining wall.

This addendum shall be considered part of the above-referenced project. Any questions regarding this addendum should be directed to Darren Noelken, City of Lake Saint Louis at dnoelken@lakesaintlouis.com .

Please sign below and include this addendum in the bid package attached to the Proposal Sheet/Bid Form. Failure to return signed response may result in forfeiture of bid.

CONTRACTOR:

ATTEST:

SIGNATURE

DATE

SIGNATURE

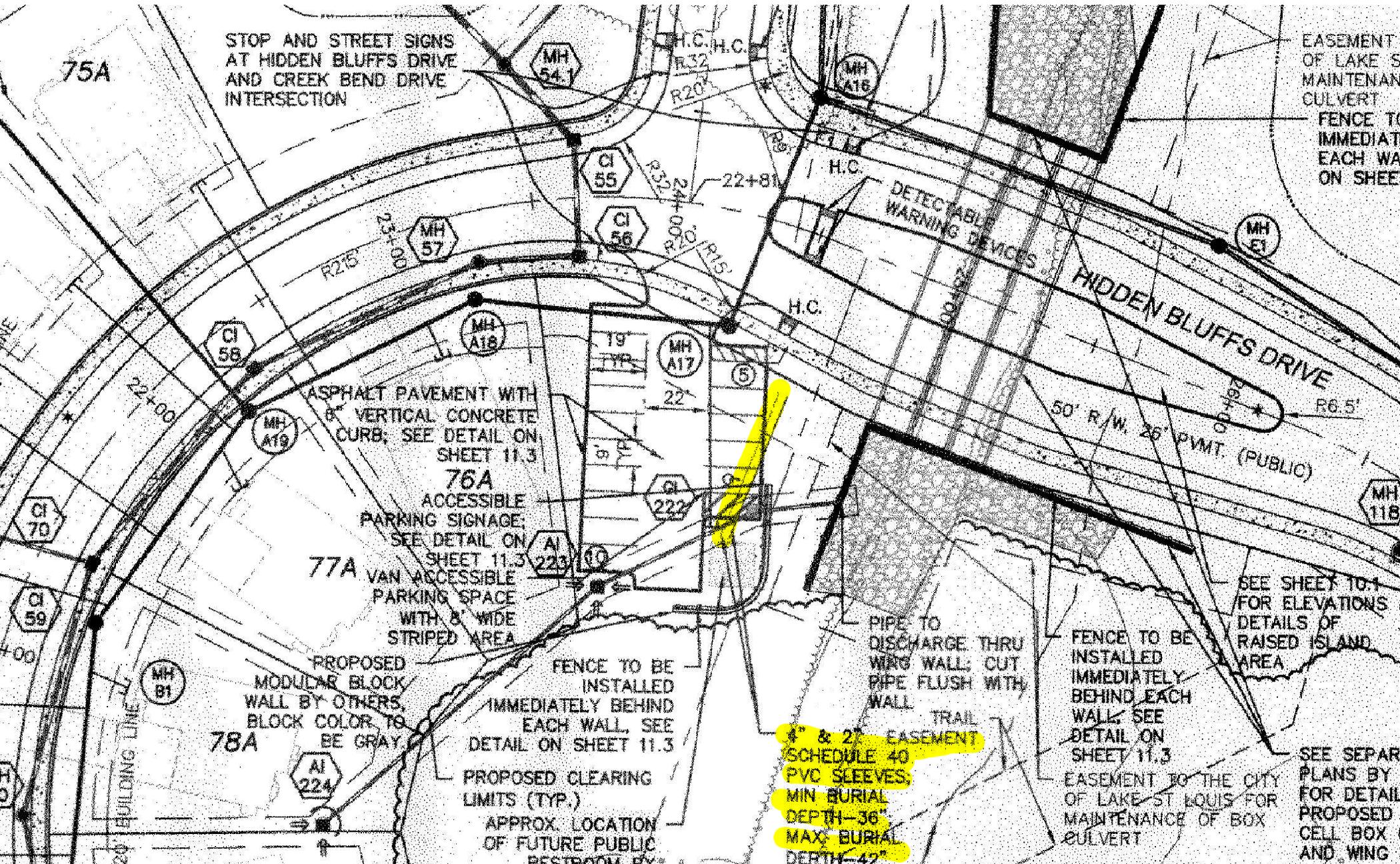
DATE

COMPANY NAME

75A

STOP AND STREET SIGNS
AT HIDDEN BLUFFS DRIVE
AND CREEK BEND DRIVE
INTERSECTION

EASEMENT
OF LAKE S
MAINTENAN
CULVERT
FENCE TO
IMMEDIAT
EACH WA
ON SHEE



ASPHALT PAVEMENT WITH
8" VERTICAL CONCRETE
CURB; SEE DETAIL ON
SHEET 11.3

76A

ACCESSIBLE
PARKING SIGNAGE;
SEE DETAIL ON
SHEET 11.3

77A

VAN ACCESSIBLE
PARKING SPACE
WITH 8' WIDE
STRIPED AREA

78A

PROPOSED
MODULAR BLOCK
WALL BY OTHERS,
BLOCK COLOR TO
BE GRAY

FENCE TO BE
INSTALLED
IMMEDIATELY BEHIND
EACH WALL, SEE
DETAIL ON SHEET 11.3

PROPOSED CLEARING
LIMITS (TYP.)

APPROX. LOCATION
OF FUTURE PUBLIC
RESTROOM BY

DETECTABLE
WARNING DEVICES

HIDDEN BLUFFS DRIVE

50' R/W, 26' PVMT. (PUBLIC)

SEE SHEET 10.1
FOR ELEVATIONS
DETAILS OF
RAISED ISLAND
AREA

PIPE TO
DISCHARGE THRU
WING WALL; CUT
PIPE FLUSH WITH
WALL

FENCE TO BE
INSTALLED
IMMEDIATELY
BEHIND EACH
WALL, SEE
DETAIL ON
SHEET 11.3

EASEMENT TO THE CITY
OF LAKE ST LOUIS FOR
MAINTENANCE OF BOX
CULVERT

SEE SEPAR
PLANS BY
FOR DETAIL
PROPOSED
CELL BOX
AND WING

4" & 2" EASEMENT
SCHEDULE 40
PVC SLEEVES,
MIN BURIAL
DEPTH - 36"
MAX BURIAL
DEPTH - 42"

ADDENDUM NO. 3

AUGUST 5, 2020

CITY OF LAKE SAINT LOUIS, MISSOURI

NEW RESTROOM FACILITY- HIDDEN BLUFFS DRIVE

BID NO. 05-20

This addendum shall become part of the specifications and contract documents for the contract noted above. It shall be attached within the cover of the Contract Documents and acknowledgement of its receipt shall be noted in the space provided in the Proposal below.

1. SUBCONTRACTOR UTILATION FORM AND NON-COLLUSION AFFIDAVIT

The bid documents that were sent out referenced a Subcontractor Utilization Form and Non-Collusion Affidavit on pages IB-19 and IB-20. These forms were not in the bid document. Please see the attached forms (Subcontractor Utilization Form and Non-Collusion Affidavit) and include them in the bid

This addendum shall be considered part of the above-referenced project. Any questions regarding this addendum should be directed to Darren Noelken, City of Lake Saint Louis at dnoelken@lakesaintlouis.com .

Please sign below and include this addendum in the bid package attached to the Proposal Sheet/Bid Form. Failure to return signed response may result in forfeiture of bid.

CONTRACTOR:

ATTEST:

SIGNATURE DATE

SIGNATURE DATE

COMPANY NAME

SUBCONTRACTOR UTILIZATION FORM

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

1. Name of Bidder: _____

2. Address Bidder: _____

City State Zip Phone

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

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Type of Work</u>	<u>\$ Value of Subcontractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: $(A/B \times 100)$ _____

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

Name-Authorized Officer of Bidder

Signature-Office Bidder

Date

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

NON-COLLUSION AFFIDAVIT

STATE OF _____,

COUNTY OF _____,

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

SIGNED:

(Title)

Subscribed and sworn to before me this ____ day of _____, 20____.
Seal of Notary

Notary Public

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

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF MUNICIPAL CODE TITLE IV: LAND USE, RELATED TO BUSINESS ASSOCIATIONS.

WHEREAS, the City of Lake Saint Louis wishes to regulate business associations to protect the health, safety, and welfare of the residents, businesses, and property owners in the City; 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 September 3, 2020, has recommended approval of the proposed text amendments; 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 September 21, 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 text amendment 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 following provisions of Title IV: Land Use of the Lake Saint Louis Municipal Code are hereby amended as documented below (additions in bold):

Chapter 415 Subdivision Regulations

Section 415.170 Business Associations

A. Definitions

1. For the purposes of this Section, certain general terms or words used herein are defined as follows, unless the context clearly indicates otherwise:
 - a. **“Business Association”** means an entity developed to manage and maintain a nonresidential subdivision for which there is a declaration requiring a person, by virtue of his ownership of a separate property within the planned community, to pay assessments for share of real estate taxes, insurance premiums, maintenance, or improvement of, or services or other expenses related to common elements and other real estate described in that declaration.
 - b. **“Declaration”** means the recorded instrument, however denominated, subjecting the property within a nonresidential subdivision to covenants, conditions, easements, or restrictions, including providing for the creation of a business association and the maintenance of common ground and

common elements, and requiring a member to pay assessments for

(1) The maintenance, repair, improvement, or replacement of common ground or common elements in the nonresidential subdivision, or

(2) Services or benefits which the member is entitled to receive by ownership of the member's unit.

c. "Governing Documents" means the articles of organization or incorporation of the business association filed with the Missouri Secretary of State as the same may be amended, and the bylaws, operating agreement, or other organizational documents of the business association, as the same may be amended.

d. "Member" means any owner of a unit in a nonresidential subdivision subject to a declaration; excluding, however, a person only having a security interest in, or lien upon, a unit.

e. "Nonresidential Subdivision" means any subdivision, planned community, or planned development located in a mixed-use or nonresidential zoning district, now or hereafter existing in the City.

f. "Unit" means any individual real estate parcel or lot in a nonresidential subdivision.

B. Declaration

1. The declaration, and any amendment thereto, shall be prepared and recorded in accordance with Section 415.160, *Trust Indentures*, and Section 415.165, *Trust Indentures Content*.

2. Any declaration, including any amendments thereto, existing as of September 21, 2020, but which have not been recorded with the St. Charles County Recorder of Deeds, must be recorded not later than January 10, 2021.

C. Incorporation

1. Upon approval of any nonresidential subdivision, if not already provided to the City, the developer thereof shall provide the City with proof that the business association has been organized or incorporated in the State of Missouri.

2. Upon request by the City, the business association shall provide to the City proof that the business association is in good standing with the State of Missouri.

D. Governing Documents

1. The governing documents of any business association, as well as any rules or regulations adopted by the business association, including amendments thereto, must be:

a. Made accessible to a member upon the request of the member in a reasonably accessible format, including by electronic mail (unless the member has requested a different format);

b. Posted in a conspicuous place in a common area in the nonresidential subdivision; or

c. Available on an internet website maintained by the business association, where they may be downloaded by a member.

2. Upon request by the City, the business association will provide the City with a copy of its current governing documents, if any.

E. Meetings

- 1. A business association shall hold member meetings at least annually or more frequently as set forth in accordance with the declaration.

F. Failure to Create or Maintain a Business Association

- 1. In the event that any now or hereafter existing nonresidential subdivision either fails to have a business association organized or incorporated, or such business association is allowed to be dissolved or otherwise fails to perform the obligations required of it under the declaration, then, in any such event, the following provisions shall apply:
 - a. The members of the nonresidential subdivision shall be responsible for the maintenance, repair, improvement, or replacement of common ground or common elements in the nonresidential subdivision.
 - b. In the event the members of the nonresidential subdivision fail to maintain, repair, improve, or replace the common ground or common elements in the nonresidential subdivision, and, in the reasonable judgment of the City Administrator, such failure results in a violation of the City's Code, then, in such event, the City may make such necessary maintenance, repair, improvements, or replacements, and shall assess the costs incurred by the City against the members as provided in the declaration, or if there is no method for assessment provided in the declaration, on a pro rata basis as reasonably determined by the City.

SECTION 2. All other code sections 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

BILL NO. 4367

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

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
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	N/A	8/17/2020	575.80					101-030-4170	Salaries-OT	(575.80)			
			(575.80)					101-000-3415	Police OT grants	575.80	OT grants on 7/23 & 7/24		
14	4139	8/17/2020	2,820.00					101-000-3955	Telecom Leases	(2,820.00)	After review of 19/20 account activity		
15	4139	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	4139	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	4139	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	4139	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	4139	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	4139	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	Ord	Date	Fund 101	Fund 201	Fund 401	Fund 501	Fund 601	Account Number	Account Description	Net \$ Impact	Reason	Rebudget PY	Rebudget PY
No	No	Requested	Amount	Amount	Amount	Amount	Amount			On OF Fund Balance		General Fund	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	4139	8/17/2020	(21,000.00)					101-000-3416	PD K9 Donation	21,000.00	Budget purchase of K9 vehicle and recognition of related		
			21,000.00					101-030-8501	K9 Program	(21,000.00)	donation from A/C 101-000-1918		
22	4149	9/8/2020	1,092.38					101-030-4170	Salaries-OT	(1,092.38)			
			(1,092.38)					101-000-3415	Police OT grants	1,092.38	OT grants on 7/23 & 7/24		
23	N/A	9/8/2020	3,000.00					101-020-4120	PT Salaries	(3,000.00)	Help with CD inspections		
			229.50					101-020-4240	FICA	(229.50)			
24	4149	9/8/2020	4,717.44					101-011-9600	Computer Replacement	-	Covid reimbursement funds - laptops originally budgeted		
			(4,717.44)					101-000-3419	Other grants		purchased instead for remote workers.		
25	4149	9/8/2020	5,000.00					101-030-4170	Salaries-OT	-	Contract with St Charles County Community College for dispatching		
			(5,000.00)					101-000-3502	Dispatching Services		Funds to be used for PD overtime.		
26E	4149	9/8/2020	36,778.00					101-060-9000	Vehicles	(36,778.00)	Park vehicle purchase not completed in 19/20	36,778.00	
27	4149	9/8/2020	2,568.00					101-030-7800	Maintenance Jail	-	From acct 101-000-1925 for wall in booking required for		
			(2,568.00)					101-000-9801	Prisoner Housing Recoupment		accreditation compliance.		
28	4149	9/8/2020	4,057.74					101-030-7100	Vehicle Maintenance	-	From acct 101-000-1922 DWI Escrow for the purchase of cradle		
			(4,057.74)					101-000-3803	DWI Recoupment Revenue		points for new vehicles.		
29E	4149	9/8/2020					(2,752.19)	601-000-3410	Old N Ph 2&3 O'Fallon Contribution				(2,752.19)
							(26,944.00)	601-000-3440	LSL Blvd N Ph 3 County Grant				(26,944.00)
							(25,000.00)	601-000-3450	LSL Blvd N Ph 2 County Grant				(25,000.00)
							(42,748.00)	601-000-3452	Shoppes Overlay & SW Federal Grant				(42,748.00)
							(966,922.02)	601-000-3460	Old N Ph 1 County Grant				(966,922.02)
							(13,776.00)	601-000-3461	Old N Ph 2&3 County Grant				(13,776.00)
							(51,323.46)	601-000-3464	LSL Blvd RAB County Grant				(51,323.46)
							(192,000.00)	601-000-3470	Old N Ph 2&3 State Grant (Cost Share)				(192,000.00)
							(74,066.00)	601-000-3473	LSL Blvd RAB Federal Grant				(74,066.00)
							(617,404.00)	601-000-3476	Old N Ph 1 TDD Contribution				(617,404.00)
30		9/21/2020					2,752.19	601-000-3410			Correct Public Works previous budget adjustments		
							23,312.00	601-000-3450					
							(5,000.00)	601-000-3468					
31		9/21/2020	410.00					101-030-8501	Salaries - Overtime	-	Repairs to K9 vehicle paid from escrow 101-000-1918		
			(410.00)					101-000-3416	Police OT Grant				
32		9/21/2020	2,091.33					101-030-7100	Maintain Vehicles	-	Pay for docking stations for new vehicles from 101-000-1922		
			(2,091.33)					101-000-3803	Alcohol/Drug Cost Reimbursement				
33		9/21/2020	9,600.00					101-011-9100	Equipment	(9,600.00)	911/Radio Recorder		
34		9/21/2020	11,500.00					101-060-6230	Holiday Lights	(11,500.00)	Lighting trees/dam along LSL Blvd winter 2020		
			500.00					101-060-6050	Other Contracted Services	(500.00)			
35		9/21/2020	856.74					101-050-5295	Rock and Dirt Program	(856.74)	HR on the Green basin rock, creek bank stabilization program'		
36		9/21/2020	530.00					101-040-5110	Office Supplies	(530.00)	Three monitors and dual monitor standing desk required by Show Me Courts		

(926,184.40) CUMULATIVE BUDGETED ADJUSTMENT IMPACT TO DATE \$ 228,063.59 \$ (1,679,382.33)

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

Note: Adjustment for current meeting approval are highlighted

Budget A	Ord	Date	Fund 101	Fund 201	Fund 401	Fund 501	Fund 601	Account Number	Account Description	Net \$ Impact On GF Fund Balance	Reason	Rebudget PY General Fund	Rebudget PY Other Funds
No	No	Requested	Amount	Amount	Amount	Amount	Amount						
									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.				

September 21, 2020

SUPPLEMENTAL PACKET

The following items are submitted for your review and information:

1. Email from Paul Berra, Director of Governmental Affairs For Charter Communications – New Spectrum Store in St. Charles
2. St. Charles County Invoice #1163 and #1172 for Mosquito Control Services
3. Municipal Court Monthly Status and Income Reports for August 2020
4. Notice of Interest to Serve on Planning and Zoning – Ken Spoden

Donna Daniel

From: Berra, Paul G <paul.berra@charter.com>
Sent: Thursday, September 3, 2020 2:21 PM
Subject: From Paul Berra - New Spectrum Store in St. Charles, Missouri

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Dear Franchise Entity:

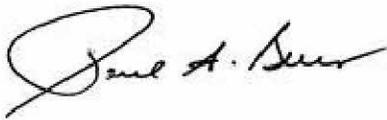
Charter, locally known as Spectrum, is providing notice to your community that on or around October 8th a new Spectrum Store will be opening at 2047 Zumbahl Road in St. Charles, Missouri. The store hours will be Monday-Saturday 10AM-8PM and on Sundays from 12PM-5PM. Customers will be able to learn about Spectrum products, including Spectrum Mobile services, pay a bill and pick-up or return equipment.

Customers will be provided with a bill message on the new store.

As always, should you have any questions, please feel free to contact me at Paul.Berra@charter.com or 314-543-6640.

Thank you!

Sincerely,



Paul G. Berra
Director of Government Affairs - Missouri

Charter
COMMUNICATIONS

Paul G. Berra | Director of Government Affairs | Missouri | 314.543.6640
314.409.9106 (Cell) | 636.387.6551 (Fax)
941 Charter Commons Drive, Town & Country, MO 63017
Paul.Berra@charter.com

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INVOICE

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

Date: 08/10/2020
Invoice #: 1163

Billing address:

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

GF01511
101-010-6052
9/23/2020
EFT
\$252.02

Description	Date of Service	Amount
Adulticide		252.02
Pursuit: 3.60 miles at \$26.25 per mile	07/03/2020	94.51
Pursuit: 2.10 miles at \$26.25 per mile	07/08/2020	55.13
Pursuit: 1.50 miles at \$26.25 per mile	07/22/2020	39.38
Pursuit: 2.40 miles at \$26.25 per mile	07/28/2020	63.00
Laboratory Fees		
Laboratory Fees: 0.00	07/03/2020	0.00
TOTAL DUE		252.02

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

 Itemized Mosquito Control Services

From: 07/01/2020
To: 07/31/2020
Municipality: City of Lake Saint Louis
All Municipalities: N

File#	Municipality	Completion Date	Time	Applicator	Treatment Site	Wind Speed Start	Wind Speed Stop	Precipitation Start	Precipitation Stop	Temperature Start	Temperature Stop	Miles of Adulticide Treatment	Hours of Larvicide Treatment	Pounds of Granular Larvacide	Gallons of Liquid Larvicide	# of Methoprene Briquettes
20-006578	City of Lake Saint Louis	07/03/2020	9:00	Mark Grimes - P7427	3 RUE GRAND CT	0	0			82	82	1.2000	0.0000	0.0000	0.0000	0.0000
20-006636	City of Lake Saint Louis	07/03/2020	9:35	Mark Grimes - P7427	27 LOURDES CT	0	0			82	82	0.8000	0.0000	0.0000	0.0000	0.0000
20-006645	City of Lake Saint Louis	07/03/2020	10:05	Mark Grimes - P7427	716 HIGH HILL CT	0	0			82	82	0.7000	0.0000	0.0000	0.0000	0.0000
20-006717	City of Lake Saint Louis	07/03/2020	9:45	Mark Grimes - P7427	1120 SOUTH CHARLEMAGNE DR	0	0			82	82	0.4000	0.0000	0.0000	0.0000	0.0000
20-006740	City of Lake Saint Louis	07/03/2020	9:25	Mark Grimes - P7427	31 BAISE CT	0	0			82	82	0.5000	0.0000	0.0000	0.0000	0.0000
20-006639	City of Lake Saint Louis	07/08/2020	8:30	Mark Grimes - P7427	1020 LANDING PLACE DR	0	0			85	85	0.9000	0.0000	0.0000	0.0000	0.0000
20-006642	City of Lake Saint Louis	07/08/2020	9:15	Mark Grimes - P7427	27 DIJON CT	0	0			82	82	0.6000	0.0000	0.0000	0.0000	0.0000
20-006643	City of Lake Saint Louis	07/08/2020	8:55	Mark Grimes - P7427	8 WINDSURFER CT	0	0			85	82	0.6000	0.0000	0.0000	0.0000	0.0000
20-007028	City of Lake Saint Louis	07/22/2020	9:25	Mark Grimes - P7427	48 NORTHMOOR CIR	0	0			81	81	0.1000	0.0000	0.0000	0.0000	0.0000
20-007101	City of Lake Saint Louis	07/22/2020	9:15	Mark Grimes - P7427	3 PARIS PL	0	0			81	81	1.4000	0.0000	0.0000	0.0000	0.0000
20-007501	City of Lake Saint Louis	07/28/2020	9:55	Mark Grimes - P7427	118 VILLAGE CIRCLE DR	1	0			76	75	0.4000	0.0000	0.0000	0.0000	0.0000
20-007527	City of Lake Saint Louis	07/28/2020	8:27	Anna Bass	9 REGATTA BAY CT	1	1	clear	clear	79	79	2.0000	0.0000	0.0000	0.0000	0.0000

TOTALS:										9.6000	0.0000	0.0000	0.0000	0.0000
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**INVOICE**

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

Date: 09/02/2020
Invoice #: 1172

GF01511
101-010-6052
9/23/2020
EFT
\$137.40

Billing address:

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

Description	Date of Service	Amount
Adulticide		34.13
Pursuit: 0.60 miles at \$26.25 per mile	08/20/2020	15.75
Pursuit: 0.70 miles at \$26.25 per mile	08/26/2020	18.38
Larvacide		103.27
Larvacide: 4.00 hours at \$23.00 per hour	08/06/2020	92.00
Granular Larvacide: 6.75 pounds at \$1.67 per pound	08/06/2020	11.27
Laboratory Fees		
Laboratory Fees: 0.00	08/06/2020	0.00
TOTAL DUE		137.40

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

 Itemized Mosquito Control Services

From: 08/01/2020
 To: 08/31/2020
 Municipality: City of Lake Saint Louis
 All Municipalities: N

File#	Municipality	Completion Date	Time	Applicator	Treatment Site	Wind Speed Start	Wind Speed Stop	Precipitation Start	Precipitation Stop	Temperature Start	Temperature Stop	Miles of Adulicide Treatment	Hours of Larvicide Treatment	Pounds of Granular Larvacide	Gallons of Liquid Larvacide	# of Methoprene Briquettes
20-008323	City of Lake Saint Louis	08/06/2020	2:00	Mark Grimes - P7427	42 HARBOR VIEW DR, 18 HARBOR VIEW DR, 2 WOODVIEW			CLEAR	CLEAR	75	82	0.0000	4.0000	6.7500	0.0040	0.0000
20-008339	City of Lake Saint Louis	08/20/2020	10:20	Mark Grimes - P7427	734 Fernwood Ter	0	0			69	68	0.6000	0.0000	0.0000	0.0000	0.0000
20-008815	City of Lake Saint Louis	08/26/2020	9:30	Mark Grimes - P7427	404 OAK PL	0	0			82	84	0.7000	0.0000	0.0000	0.0000	0.0000
TOTALS:												1.3000	4.0000	6.7500	0.0040	0.0000

Municipal Division Summary Reporting

11th Judicial Circuit - St. Charles County - Lake St. Louis Municipal Division

I. COURT INFORMATION

Reporting Period:		
August	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)
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	23	681	471
B. Cases (citations / informations) filed	0	80	35
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	1	44	13
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	34	9
6. dismissed by court	0	4	3
7. nolle prosequi	0	4	8
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	1	86	33
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	22	675	473
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:	46	Does court staff process parking tickets? No	
2. # Served/withdrawn during reporting period:	12	1. # Issued during reporting period:	
3. # Outstanding at end of reporting period:	556		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$8,994.50
Clerk Fee – Excess Revenue	\$864.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$26.27
Bond forfeitures (paid to city) – Excess Revenue	\$0.00
Total Excess Revenue	\$9,884.77
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$4,094.00
Clerk Fee – Other	\$288.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: No	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$93.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$670.22
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$8.51
Law Enforcement Training (LET) Fund surcharge	\$186.00
Domestic Violence Shelter surcharge	\$186.00
Inmate Prisoner Detainee Security Fund surcharge	\$186.50
Sheriffs' Retirement Fund (SRF) surcharge	\$279.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,850.00
Total Other Revenue	\$7,841.23
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.	
Construction zone Fine Excess revenue	\$35.00
Probation Fee	\$50.00
DWI arrest recoupment	\$491.00
Total Other Disbursements	\$576.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$18,302.00
Bond Refunds	\$0.00
Total Disbursements	\$18,302.00

Distribution That has Been Deposited by Court
From 08/1/2020 thru 08/31/2020

FINE	13,088.50
FINE (construction zone)	35.00
COURT COSTS	1,152.00
BOND FORFEITURES	1,850.00
PROBATION FEE	50.00
POSTAGE COSTS	0.00

POLICE TRAINING (CITY)	186.00
DWI RECOUPMENT	491.00
INMATE SECURITY FUND	186.50
CRIME VICTIMS (CITY)	34.78

DOMESTIC SHELTERS	186.00
CRIME VICTIM (STATE)	670.22
POLICE TRAINING (STATE)	93.00
SHERIFF'S RETIREMENT FUND	279.00

Total:	18,302.00
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GREEN: GENERAL FUND	16,175.50
RED: CITY OTHER	898.28
BLACK: STATE/OTHER AGENCIES	1,228.22

9/10/2020
Mary Vance

City of Lake Saint Louis
Court Receivable Reconciliation

Beginning balance 8/1/2020:

Warrant Cases	\$ 26,702.11	
Docketed Cases	\$ 5,828.50	
Total Beginning Balance		\$32,530.61

Fines/Cost Assessed during Month (plead guilty at court)		\$17,206.00
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Reductions to Receivables:

Cash	\$ 17,452.00	
Bonds Applied	\$ 850.00	
Non-Cash**	\$ 0.00	
Total Reductions to Receivables		\$18,302.00

Ending Balance		<u>\$31,434.61</u>
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Warrant Cases		\$28,914.11
Docket Cases		\$ 2,247.50

		<u>\$31,161.61</u>
Balance Due Report	\$31,754.11	

**Non-Cash: Judge gave someone credit for jail time served, waived or adjusted fines/costs, abated by death, closed as uncollectable.

City Hall
200 Civic Center Drive
Lake Saint Louis, MO 63367



Phone (636) 625-1200
Fax (636) 625-4229
ddaniel@lakesaintlouis.com

NOTICE OF INTEREST TO SERVE

Applicants must be a resident of Lake Saint Louis

Select the boards, commissions and committees that you are interested in serving as a member:

- | | | |
|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Architectural Review Board | <input type="checkbox"/> Tree Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Development Review Board | <input type="checkbox"/> Park Board |
| <input type="checkbox"/> Buildings Appeal Board | <input type="checkbox"/> Image Advisory Committee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Police/Personnel Review Board | | |

Name: Ken Spoden Ward: 1 2 3

Home Address: 823 Honeywood Dr. Lake St Louis, Mo. 63367

Mailing Address (if different than above): _____

Email Address: kenspo54@charter.net

Home Phone: n/a Cell Phone: 636-795-9402 Work Phone: n/a

Preferred method of contact: home cell work email

Occupation: Retired Title: _____ Employer: _____

How long have you lived in Lake Saint Louis? 17 years

Have you served on previous community boards, commissions or committees? Yes No

If yes, please list: Tree Board

Special Interests/Qualifications: Tree Board member. Previous Project Manager with Thomson Reuters

Are you available to attend meetings? Daytime: Yes No

Evening: Yes No

Briefly describe why you would like to be appointed to serve the community: I'm interested in the quality of life in the City. I'm very interested in the whole process. I'd like to be a part of a team that moves the City forward.

I declare that all statements in this application are true and correct to the best of my knowledge. I further declare that if I am appointed, I will serve fairly, impartially, and to the best of my ability. I acknowledge that information contained in this application is public record and may be subject to public inspection pursuant to Missouri Sunshine Laws.

Signature: Kenneth R Spoden Date: 9/11/2020

For Office Use Only: Date Received: _____ Date Appointed: _____ Term Expires: _____
Notification Letter Mailed: _____ Distributed to: _____

FINANCIAL SUPPLEMENT TO BOARD OF ALDERMEN PACKET

BOARD OF ALDERMEN

9/21/20

A. Warrant

Renee Camp, Finance Director
9/16/20

BOARD OF ALDERMEN

9-21-2020

FUND	DESCRIPTION	DATE	AMOUNT
AP PAYMENTS	(See Attached)	9-21-2020	\$515.00
		9-23-2020	\$378011.62
P CARDS		8-27-2020	\$34,303.64
ACH TRANSFERS		9-14-2020	\$56,883.50
PAYROLL		9-10-2020	\$152,848.55
			<hr/>
			\$622,562.31

MAYOR
CITY CLERK



Lake Saint Louis, MO

Warrant Register 9/21ck&9/23/20EFT

Packet: APPKT00501 - 9/21 Ck & 9/23/2020 EFT's

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Fund: 101 - GENERAL FUND					
Department: 000 - NON DEPARTMENTAL					
WRIKE, INC.	7/1/21-9/9/21 Legacy Prof. s	101-000-0540	11882	09/23/2020	117.60
Eastern Mo Law Enforceme	7/1/21-9/30/21 PD Member	101-000-0570	11830	09/23/2020	1,125.00
MISSOURI LAWYERS MEDIA	Proj# BOAD 20-04	101-000-1760	11851	09/23/2020	100.20
MOTOROLA SOLUTIONS INC	7/1/21-7/31/2021 contract	101-000-0530	11856	09/23/2020	181.50
Missouri State Treasurer's O	2 unclaim prop. (Fed ID#43-1	101-000-1775	11854	09/23/2020	485.36
Missouri State Treasurer's O	2 unclaim prop.(Fed ID#43-1	101-000-3655	11854	09/23/2020	-50.00
Missouri State Treasurer's O	2 unclaim prop.(Fed ID#43-1	101-000-3920	11854	09/23/2020	72.49
Rolwes Company	R19-000418 244 Mason Glen	101-000-1775	11862	09/23/2020	1,420.00
Department 000 - NON DEPARTMENTAL Total:					3,452.15
Department: 010 - ADMINISTRATION					
ST CHAR CO DEPT OF PUBLIC	July 2020 Mosquito control	101-010-6052	11869	09/23/2020	252.02
ST CHAR CO DEPT OF PUBLIC	August 2020 mosquito contr	101-010-6052	11870	09/23/2020	137.40
Department 010 - ADMINISTRATION Total:					389.42
Department: 011 - INFO TECHNOLOGY					
WRIKE, INC.	9/10/20-6/30/21 Legacy Prof	101-011-6049	11882	09/23/2020	352.80
Manning NavComp, Inc.	8/2020 PW Rastrac tracking	101-011-6049	11850	09/23/2020	219.50
IMAGENET CONSULTING LLC	CH copier 7/24-8/23/2020	101-011-6130	11840	09/23/2020	96.29
Voice Products	50% Down Payment-Voice R	101-011-9100	11878	09/23/2020	4,778.00
Department 011 - INFO TECHNOLOGY Total:					5,446.59
Department: 015 - FINANCE					
GFI DIGITAL, INC.	8/20 printer overage	101-015-7400	11836	09/23/2020	7.84
MISSOURI LAWYERS MEDIA	7/20,7/27 & 8/3/20 Delinqu	101-015-5140	11851	09/23/2020	905.00
MISSOURI LAWYERS MEDIA	9/3/20 Proposed property ta	101-015-5140	11851	09/23/2020	142.80
Department 015 - FINANCE Total:					1,055.64
Department: 020 - COMMUNITY DEVELOPMENT					
TOP TURF, LLC	8/26/20 cut grass 1820 LSL B	101-020-6160	11876	09/23/2020	42.00
SAFEGUARD BUSINESS SYS,I	Com.DEv.-case Mailing envel	101-020-5110	11863	09/23/2020	233.68
WEX BANK	8/1-8/31/2020 Gas charges	101-020-5100	11879	09/23/2020	186.22
MISSOURI LAWYERS MEDIA	8/28 CD-demo notice Orf Ro	101-020-5140	11851	09/23/2020	515.10
MISSOURI LAWYERS MEDIA	9/2/20 Text amandments to	101-020-5140	11851	09/23/2020	62.90
IMAGENET CONSULTING LLC	CD copiers 7/24-8/23/20	101-020-5120	11840	09/23/2020	66.93
Department 020 - COMMUNITY DEVELOPMENT Total:					1,106.83
Department: 030 - POLICE					
MOTOROLA SOLUTIONS INC	Radio Batteries PMNN4486A	101-030-7300	11856	09/23/2020	896.40
FIRESTONE COMPLETE AUTO	PD#105 Oil chg	101-030-7100	11832	09/23/2020	24.99
FIRESTONE COMPLETE AUTO	PD#105 new Firehawk tires	101-030-7200	11832	09/23/2020	545.20
FIRESTONE COMPLETE AUTO	PD#110 Engine diag., emissi	101-030-7100	11832	09/23/2020	198.18
FIRESTONE COMPLETE AUTO	PD#100-set of wiper blades	101-030-7100	11832	09/23/2020	33.98
FIRESTONE COMPLETE AUTO	PD#100 wiper blades install	101-030-7100	11832	09/23/2020	5.10
FIRESTONE COMPLETE AUTO	PD#105 Install Wiper blades	101-030-7100	11832	09/23/2020	5.10
FIRESTONE COMPLETE AUTO	PD#105 set of wiper blades	101-030-7100	11832	09/23/2020	33.98
Eastern Mo Law Enforceme	10/1/20-6/30/21 PD Member	101-030-4510	11830	09/23/2020	3,375.00
REJIS COMMISSION	July 2020 repair time	101-030-6050	11860	09/23/2020	45.00
REJIS COMMISSION	8/1-8/31/2020 PD subscripti	101-030-6050	11860	09/23/2020	100.00
PASS SECURITY	10/1-12/31/20 PD System m	101-030-6050	11858	09/23/2020	84.00
LEON UNIFORM COMPANY I	PD-Cargo Pants	101-030-4650	11849	09/23/2020	94.00
LEON UNIFORM COMPANY I	PD-S/S navy polos	101-030-4650	11849	09/23/2020	79.00
LEON UNIFORM COMPANY I	PD-police reflective transfers	101-030-4650	11849	09/23/2020	22.00
LEON UNIFORM COMPANY I	PD-Silver lettering	101-030-4650	11849	09/23/2020	19.90
LEON UNIFORM COMPANY I	PD-Silver name letters	101-030-4650	11849	09/23/2020	13.90
LEON UNIFORM COMPANY I	PD-L/S Navy polos	101-030-4650	11849	09/23/2020	87.00

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
LEON UNIFORM COMPANY I	PD-Reflective transfers	101-030-4650	11849	09/23/2020	22.00
LEON UNIFORM COMPANY I	PD-silver name lettering	101-030-4650	11849	09/23/2020	19.90
LEON UNIFORM COMPANY I	PD-Reflective transfers	101-030-4650	11849	09/23/2020	22.00
LEON UNIFORM COMPANY I	PD-S/S Navy polos	101-030-4650	11849	09/23/2020	79.00
LEON UNIFORM COMPANY I	PD Police Reflective transfers	101-030-4650	11849	09/23/2020	22.00
LEON UNIFORM COMPANY I	PD polos	101-030-4650	11849	09/23/2020	113.98
LEON UNIFORM COMPANY I	PD-Police flapset #3 Refexite	101-030-4650	11849	09/23/2020	59.99
LEON UNIFORM COMPANY I	PD Police Reflective Transfers	101-030-4650	11849	09/23/2020	22.00
LEON UNIFORM COMPANY I	PD Embr. silver lettering	101-030-4650	11849	09/23/2020	15.98
LEON UNIFORM COMPANY I	PD Embrod. silver lettering n	101-030-4650	11849	09/23/2020	15.98
LEON UNIFORM COMPANY I	PD Navy polos	101-030-4650	11849	09/23/2020	125.98
LEON UNIFORM COMPANY I	PD-4" added to shirt tail	101-030-4650	11849	09/23/2020	49.98
LEON UNIFORM COMPANY I	PD-S/S shirts	101-030-4650	11849	09/23/2020	157.98
LEON UNIFORM COMPANY I	PD-mock turtle embroidery	101-030-4650	11849	09/23/2020	13.00
LEON UNIFORM COMPANY I	PD-stretch mock t-neck shirt	101-030-4650	11849	09/23/2020	61.99
LEON UNIFORM COMPANY I	PD-Add 4" to shirt tails	101-030-4650	11849	09/23/2020	49.98
LEON UNIFORM COMPANY I	PD-L/S Zip duty shirts	101-030-4650	11849	09/23/2020	171.98
LEON UNIFORM COMPANY I	PD-Navy jacket	101-030-4650	11849	09/23/2020	154.99
LEON UNIFORM COMPANY I	PD-Reflective transfers	101-030-4650	11849	09/23/2020	11.00
LEON UNIFORM COMPANY I	PD-Duty jacket	101-030-4650	11849	09/23/2020	229.99
LEON UNIFORM COMPANY I	PD-Navy trousers	101-030-4650	11849	09/23/2020	57.00
LEON UNIFORM COMPANY I	PD-Duty Belt	101-030-4650	11849	09/23/2020	65.00
LEON UNIFORM COMPANY I	PD-Rear beltkeeper w/snaps	101-030-4650	11849	09/23/2020	13.00
LEON UNIFORM COMPANY I	PD-MKIV Holder w/ case	101-030-4650	11849	09/23/2020	31.50
LEON UNIFORM COMPANY I	PD-belt keeper	101-030-4650	11849	09/23/2020	13.00
LEON UNIFORM COMPANY I	PD-Nickel handcuffs	101-030-4650	11849	09/23/2020	30.00
LEON UNIFORM COMPANY I	PD-D cell flashlight	101-030-4650	11849	09/23/2020	8.99
LEON UNIFORM COMPANY I	PD-collar pins	101-030-4650	11849	09/23/2020	21.00
LEON UNIFORM COMPANY I	PD-Leon 5 star cap	101-030-4650	11849	09/23/2020	45.50
LEON UNIFORM COMPANY I	PD-Expansion cap strap	101-030-4650	11849	09/23/2020	8.99
LEON UNIFORM COMPANY I	PD-Raincoat	101-030-4650	11849	09/23/2020	154.99
LEON UNIFORM COMPANY I	PD-H2O sabre red 3.3 oz	101-030-4650	11849	09/23/2020	14.95
LEON UNIFORM COMPANY I	PD-Add 4" shirt tail	101-030-4650	11849	09/23/2020	24.99
LEON UNIFORM COMPANY I	PD-High Gloss full lined silver	101-030-4650	11849	09/23/2020	77.00
LEON UNIFORM COMPANY I	PD-S/S Duty shirt	101-030-4650	11849	09/23/2020	69.00
LEON UNIFORM COMPANY I	PD-Db. Mag casehigh gloss	101-030-4650	11849	09/23/2020	38.00
LEON UNIFORM COMPANY I	PD return handcuff cases	101-030-4650	11849	09/23/2020	-65.00
LEON UNIFORM COMPANY I	PD handcuff strap	101-030-4650	11849	09/23/2020	25.98
MO VOCATIONAL ENTERPRIS	PD-3 sets license plates	101-030-7100	11855	09/23/2020	55.40
WEX BANK	8/1-8/31/2020 Gas charges P	101-030-5100	11879	09/23/2020	3,236.15
MOTOROLA SOLUTIONS INC	8/1/20-6/30/2021 contract-P	101-030-5246	11856	09/23/2020	1,996.50
SHI INTERNATIONAL CORP.	PD-docking stations	101-030-7100	11866	09/23/2020	2,091.33
OFFICE ESSENTIALS INC.	PD-bundle boxes	101-030-5110	11857	09/23/2020	127.66
OFFICE ESSENTIALS INC.	PD-Dozen lined pads	101-030-5110	11857	09/23/2020	49.85
OFFICE ESSENTIALS INC.	PD-Dozen 5x8 ruled pads	101-030-5110	11857	09/23/2020	67.78
OFFICE ESSENTIALS INC.	PD-2 cartons hand sanitizer	101-030-5110	11857	09/23/2020	439.82
OFFICE ESSENTIALS INC.	PD-Toners	101-030-5110	11857	09/23/2020	221.52
CINTAS FIRE PROTECTION D6	Police-extinguisher maint.	101-030-5235	11823	09/23/2020	551.70
Department 030 - POLICE Total:					16,554.03
Department: 035 - PROSECUTOR					
THE LAMPIN LAW FIRM LLC	August 2020 Prosecuting Att	101-035-6030	11874	09/23/2020	2,625.00
Department 035 - PROSECUTOR Total:					2,625.00
Department: 050 - PUBLIC WORKS					
KIENSTRA READY MIX OF FO	St mat. Eagles Way&Fox Trail	101-050-5280	72639	09/21/2020	490.00
KIENSTRA READY MIX OF FO	St mat. delivery chg. Eagles	101-050-5280	72639	09/21/2020	25.00
MISSOURI ONE CALL SYSTEM	367 MO One Call locates Aug	101-050-6050	11853	09/23/2020	458.75
Schreiter Ready Mix & Mater	8/20/20 St.Mat-Regatta Bay	101-050-5280	11864	09/23/2020	1,078.00
Schreiter Ready Mix & Mater	8/24/20 St. Mat.-317 Braesw	101-050-5280	11865	09/23/2020	563.50
Schreiter Ready Mix & Mater	8/25/20 St. Mat-Harbor ben	101-050-5280	11865	09/23/2020	686.00
Schreiter Ready Mix & Mater	8/26 St. Mat-617 Braeswick	101-050-5280	11865	09/23/2020	588.00

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Schreiter Ready Mix & Mater	8/26/20 St. Mat-58 Mooring	101-050-5280	11865	09/23/2020	539.00
Schreiter Ready Mix & Mater	8/27 St. Mat-Chalemagne CT	101-050-5280	11865	09/23/2020	441.00
Schreiter Ready Mix & Mater	8/28/20 St. Mat-Charlemagn	101-050-5280	11865	09/23/2020	539.00
Schreiter Ready Mix & Mater	8/28/20 Wait time-Charlema	101-050-5280	11865	09/23/2020	42.00
Schreiter Ready Mix & Mater	8/31 St.Mat-Regatta Bay Ct.	101-050-5280	11865	09/23/2020	539.00
WORLD OUTDOOR EMPORIU	8/26 PW-load of topsoil	101-050-5280	11881	09/23/2020	11.48
FRED WEBER INC.	8/21/20 MODOT HMA	101-050-5280	11833	09/23/2020	233.55
FRED WEBER INC.	8/24 MODOT BASE STONE	101-050-5280	11833	09/23/2020	59.06
FRED WEBER INC.	8/25/20 MODOT Base Stone	101-050-5280	11833	09/23/2020	24.91
FRED WEBER INC.	MODOT HMA	101-050-5280	11833	09/23/2020	209.93
FRED WEBER INC.	9/3/20 MODOT stone	101-050-5280	11833	09/23/2020	35.24
FRED WEBER INC.	PW-MODOT base stone	101-050-5280	11833	09/23/2020	33.89
WORLD OUTDOOR EMPORIU	PW-load topsoil	101-050-5280	11881	09/23/2020	11.48
HANSEN'S TREE, LAWN &	PW-7 loads brush	101-050-5280	11837	09/23/2020	49.00
INC ENVIRONMENTAL RECYC	5/21-5/27 PW Loads to dum	101-050-6050	11841	09/23/2020	280.00
INC ENVIRONMENTAL RECYC	8/10-8/27/20 PW Dumpsite l	101-050-6050	11841	09/23/2020	760.00
INC ENVIRONMENTAL RECYC	8/28-9/3/2020 PW Dumpsite	101-050-6050	11841	09/23/2020	400.00
INC ENVIRONMENTAL RECYC	9/4-9/8/2020 PW Dumpsite l	101-050-6050	11841	09/23/2020	120.00
CINTAS CORPORATION #452	9/8/20 PW Carpet runners	101-050-6130	11822	09/23/2020	20.00
GERSTNER ELECTRIC, INC.	9/10 Rep.@spillway lights&P	101-050-6120	11835	09/23/2020	490.50
PASS SECURITY	10/1-12/31/2020 PW Syst.	101-050-6050	11858	09/23/2020	84.00
WEX BANK	8/1-8/31/2020 Gas charges	101-050-5100	11879	09/23/2020	1,466.40
Rhodes Lawncare, LLC	Rock Reimbursement, Hawk	101-050-5295	11861	09/23/2020	856.74
Keeven Brothers, Inc.	8/24/20 PW-3 pieces sod	101-050-5280	11846	09/23/2020	8.10
GERSTNER ELECTRIC, INC.	9/10 Battery Replacement	101-050-6120	11835	09/23/2020	3,970.50
K & P PRECAST, INC.	P-3" cone riser	101-050-5280	11845	09/23/2020	60.00
FABICK POWER SYSTEMS INC	PW-generator maint.	101-050-6050	11831	09/23/2020	540.00
Department 050 - PUBLIC WORKS Total:					15,714.03

Department: 060 - PARK & RECREATION

SIEVEKING INC.	Fnd. Pk-Bulk Gas in tank	101-060-5100	11867	09/23/2020	457.02
TNT GOLF CAR & MOTORSPO	Pk-5/8" nut	101-060-7000	11875	09/23/2020	0.84
TNT GOLF CAR & MOTORSPO	PK-Rod end 5/8 male	101-060-7000	11875	09/23/2020	40.75
TNT GOLF CAR & MOTORSPO	8/24 Flat free tire	101-060-7200	11875	09/23/2020	123.25
TNT GOLF CAR & MOTORSPO	Pk mower #1 repairs & repl.	101-060-7000	11875	09/23/2020	169.54
Missouri Machinery & Engin	PK-labor charges @ splash p	101-060-6050	11852	09/23/2020	200.00
WEX BANK	8/1-8/31/2020 Gas charges P	101-060-5100	11879	09/23/2020	321.97
SIEVEKING INC.	FND. Pk-off road diesel	101-060-5100	11867	09/23/2020	244.82
ABSOPURE WATER COMPAN	8/1-8/31/2020 Pk Water coo	101-060-5230	11817	09/23/2020	9.00
ABSOPURE WATER COMPAN	8/18/20 Pk water cooler wat	101-060-5230	11817	09/23/2020	29.00
ABSOPURE WATER COMPAN	9/1-9/30 Pk water cooler ren	101-060-5230	11817	09/23/2020	9.00
BSN SPORTS	Soccer Uniforms	101-060-6302	11819	09/23/2020	1,650.00
Chase Dean Lightfoot	8/18 & 9/3/20 Yth umpire	101-060-6306	11821	09/23/2020	135.00
CHARLES C. SCHARK	9/10/20 Yth umpire	101-060-6306	11820	09/23/2020	40.00
Curtis Charles Witt	2 games 9/3/2020 Yth umpir	101-060-6306	11825	09/23/2020	65.00
DANE GALLOWAY	9/2,9/3 & 9/10/2020 Yth um	101-060-6306	11827	09/23/2020	270.00
Jack Robert Becker	8/18/2020 Yth umpire	101-060-6306	11842	09/23/2020	22.50
Jack Robert Becker	9/3,9/10/20 Yth umpire	101-060-6306	11842	09/23/2020	45.00
John Hellmann	9/3 & 9/10/2020 Yth umpire	101-060-6306	11844	09/23/2020	187.50
JAMES WORLEY	9/12&9/13/2020 Soccer Ref.	101-060-6302	11843	09/23/2020	105.00
JAMES WORLEY	9/3&9/10 Yth Umpire	101-060-6306	11843	09/23/2020	80.00
Kevin L. Dudley	9/10/2020 Yth umpire	101-060-6306	11847	09/23/2020	75.00
ADVANCED TURF SOLUTIONS	2 containers field paint 2.64	101-060-5160	11818	09/23/2020	141.90
ADVANCED TURF SOLUTIONS	50LB bags line parking chalk	101-060-5160	11818	09/23/2020	47.50
ADVANCED TURF SOLUTIONS	PK- fountain signal blue EZ ca	101-060-7652	11818	09/23/2020	235.00
ADVANCED TURF SOLUTIONS	PK-bacteria/barleypail	101-060-7652	11818	09/23/2020	210.00
ADVANCED TURF SOLUTIONS	PK-field paint 2.64 container	101-060-5160	11818	09/23/2020	141.90
Stephen Hughes	9/2/20 Yth umpire	101-060-6306	11872	09/23/2020	90.00
STEVEN KRAMER	9/3&9/10/20 Yth umpire	101-060-6306	11873	09/23/2020	135.00
WILLIAM J. MEYER	9/3, 9/10/20 Yth umpire	101-060-6306	11880	09/23/2020	184.00
Department 060 - PARK & RECREATION Total:					5,465.49

Vendor Name	Description (Item)	Account Number	Payment Number	Payment Date	Amount
Department: 080 - PROPERTY MANAGEMENT					
DEKA SERVICE	5/29 Labor-HP5 not cooling	101-080-7600	11829	09/23/2020	201.58
DEKA SERVICE	CH-Service Tower-not pumpi	101-080-7600	11829	09/23/2020	242.00
DADE IRRIGATION & LAWN C	6/1/20 Repair backflow at C	101-080-6195	11826	09/23/2020	325.00
CINTAS CORPORATION #452	8/25 CH carpet runners	101-080-6130	11822	09/23/2020	29.82
Department 080 - PROPERTY MANAGEMENT Total:					798.40
Fund 101 - GENERAL FUND Total:					52,607.58
Fund: 401 - WATER LINE INSURANCE FUND					
Department: 050 - PUBLIC WORKS					
David Forseth	WATER LEAK REIMBURSEME	401-050-6050	11828	09/23/2020	355.00
Precision Plumbing	WATER SERVICE REPAIR	401-050-6050	11859	09/23/2020	1,465.00
Department 050 - PUBLIC WORKS Total:					1,820.00
Fund 401 - WATER LINE INSURANCE FUND Total:					1,820.00
Fund: 501 - SEWER LINE INSURANCE FUND					
Department: 050 - PUBLIC WORKS					
Precision Plumbing	SEWER LATERAL REPAIR	501-050-6050	11859	09/23/2020	3,680.00
Department 050 - PUBLIC WORKS Total:					3,680.00
Fund 501 - SEWER LINE INSURANCE FUND Total:					3,680.00
Fund: 601 - CAPITAL PROJECTS FUND					
Department: 050 - PUBLIC WORKS					
KRUPP CONSTRUCTION	7/1-7/31/20 LSL Ph 1 Const.	601-050-9127	11848	09/23/2020	1,344.15
St Louis Post Dispatch	8/7/20 LSL Bl. Phase 3 Projec	601-050-9709	11871	09/23/2020	178.80
GERSHENSON CONSTRUCT.C	8/20 Freymuth Ln widening	601-050-9117	11834	09/23/2020	36,214.83
COCHRAN	Cochran #M10262 Bal. Mat.T	601-050-9708	11824	09/23/2020	948.90
COCHRAN	8/18 Bal. due Mat.test LSL Bl	601-050-9127	11824	09/23/2020	1,156.14
COCHRAN	8/18 Mat. test LSL PH2	601-050-9708	11824	09/23/2020	1,688.13
COCHRAN	8/18 Mat.Test Asphalt overla	601-050-9207	11824	09/23/2020	63.85
SR DEVELOPMENT LLC	Req#3 OLd Hwy N Const.	601-050-9130	11868	09/23/2020	209,791.25
SR DEVELOPMENT LLC	Old higway N Ph 1 design 6/	601-050-9711	11868	09/23/2020	49,741.86
Department 050 - PUBLIC WORKS Total:					301,127.91
Department: 060 - PARK & RECREATION					
HUTCHINSON RECREATION &	Pavilions-Deer Ridge	601-060-9230	11839	09/23/2020	14,259.00
Vacker Inc.	PK-Angled sign mount frame	601-060-9230	11877	09/23/2020	1,762.00
Herc Rentals	PK-new park rent mini excav	601-060-9230	11838	09/23/2020	3,270.13
Department 060 - PARK & RECREATION Total:					19,291.13
Fund 601 - CAPITAL PROJECTS FUND Total:					320,419.04
Grand Total:					378,526.62

Fund Summary

Fund	Expense Amount
101 - GENERAL FUND	52,607.58
401 - WATER LINE INSURANCE FUND	1,820.00
501 - SEWER LINE INSURANCE FUND	3,680.00
601 - CAPITAL PROJECTS FUND	320,419.04
Grand Total:	378,526.62

Account Summary

Account Number	Account Name	Expense Amount
101-000-0530	PREPAID MAINTENANCE	181.50
101-000-0540	PREPAID DUES/SUBSCRI	117.60
101-000-0570	PREPAID TRAINING/EDU	1,125.00
101-000-1760	ESCROW-COURT REPOR	100.20
101-000-1775	ESCROW-LANDSCAPING	1,905.36
101-000-3655	TEMP OCCUPANCY ESCR	-50.00
101-000-3920	MISCELLANEOUS REVEN	72.49
101-010-6052	MOSQUITO CONTROL	389.42
101-011-6049	SOFTWARE SUPPORT-PU	572.30
101-011-6130	RENT/LEASE EQUIPMEN	96.29
101-011-9100	PURCHASES-EQUIPMEN	4,778.00
101-015-5140	LEGAL NOTICES/ADVERT	1,047.80
101-015-7400	REPAIR/MAINT-OFFICE E	7.84
101-020-5100	GAS/OIL/WASH VEHICLE	186.22
101-020-5110	OFFICE SUPPLIES	233.68
101-020-5120	PRINTING	66.93
101-020-5140	LEGAL NOTICES/ADVERT	578.00
101-020-6160	MOWING	42.00
101-030-4510	TRAINING/EDUCATION-S	3,375.00
101-030-4650	UNIFORM/CLOTHING	2,369.39
101-030-5100	GAS/OIL/WASH VEHICLE	3,236.15
101-030-5110	OFFICE SUPPLIES	906.63
101-030-5235	SAFETY/MEDICAL SUPPLI	551.70
101-030-5246	RADIOS	1,996.50
101-030-6050	OTHER CONTRACTED SE	229.00
101-030-7100	REPAIR/MAINT-VEHICLE	2,448.06
101-030-7200	REPAIR/MAINT-TIRES	545.20
101-030-7300	REPAIR/MAINT-RADIOS	896.40
101-035-6030	LEGAL-COURT	2,625.00
101-050-5100	GAS/OIL/WASH VEHICLE	1,466.40
101-050-5280	STREET REPAIR MATERIA	6,267.14
101-050-5295	CREEKBED STABLIZATIO	856.74
101-050-6050	OTHER CONTRACTED SE	2,642.75
101-050-6120	SIGNAL MAINTENANCE/	4,461.00
101-050-6130	RENT/LEASE EQUIPMEN	20.00
101-060-5100	GAS/OIL/WASH VEHICLE	1,023.81
101-060-5160	BALLFIELD SUPPLIES	331.30
101-060-5230	OTHER SUPPLIES	47.00
101-060-6050	OTHER CONTRACTED SE	200.00
101-060-6302	YOUTH RECREATION PR	1,755.00
101-060-6306	YOUTH BASEBALL	1,329.00
101-060-7000	REPAIR/MAINT-SMALL E	211.13
101-060-7200	REPAIR/MAINT-TIRES	123.25
101-060-7652	POND MAINT- STONECR	445.00
101-080-6130	RENT/LEASE EQUIPMEN	29.82
101-080-6195	PARKING LOT REPAIRS/	325.00
101-080-7600	REPAIR/MAINT-GENERA	443.58
401-050-6050	OTHER CONTRACTED SE	1,820.00
501-050-6050	OTHER CONTRACTED SE	3,680.00
601-050-9117	FREYMUTH LN ROW & C	36,214.83
601-050-9127	LSL BLVD N PH 1 CONST	2,500.29

Account Summary

Account Number	Account Name	Expense Amount
601-050-9130	OLD N PH 1 CONSTRUCT	209,791.25
601-050-9207	ASPHALT OVERLAY	63.85
601-050-9708	LSL Blvd N Phase 2	2,637.03
601-050-9709	LSL Blvd N Design	178.80
601-050-9711	Old Highway N Phase 1	49,741.86
601-060-9230	PARK DEVELOPMENT	19,291.13
	Grand Total:	378,526.62

Project Account Summary

Project Account Key	Expense Amount
None	378,526.62
	Grand Total:
	378,526.62

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
34,303.64	09/21/20	0.00	34,303.64	\$

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 3430364 3430364

Account Number Ending In: XXXX XXXX XXXX 0152

Previous Balance	\$	35,517.66
Payments	-	35,517.66
Other Credits	-	311.36
Purchases/Debits	+	34,615.00
Cash Advances	+	0.00
Finance Charges	+	0.00
New Balance		34,303.64
Credit Limit		250,000.00
Available Credit		214,303.00

Statement Closing Date	08/27/20
New Balance	34,303.64
Minimum Payment Due	34,303.64
Payment Due Date	09/21/20
Past Due Amount	0.00

APPROVED

By R Camp at 11:44 am, Sep 10, 202

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
 888-494-5141

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

DATE	DATE	ACCOUNT	DESCRIPTION	AMOUNT
			TOTAL XXXX XXXX XXXX 0152	\$35,517.66-
08/21	08/21	F558000KU00CHGDDA	PAYMENT-THANK YOU	35,517.66-
			MIKE MEATTE	
			TOTAL XXXX XXXX XXXX 0178	\$277.15
07/30	07/31	2449215K4MNNAGTPT	SIMPLE TIRE 215-642-8299 PA	235.40
			MCC: 5532 MERCHANT ZIP: 19053	
08/08	08/07	2422838KQBLH5XF6S	WAL-MART #5313 LAKE SAINT LO MO	41.75
			MCC: 5411 MERCHANT ZIP: 63367	
			GARY KAYSER	
			TOTAL XXXX XXXX XXXX 0186	\$838.06
07/27	07/28	2469216K12XB4BM7H	LOWES #02311* LAKE SAINT LO MO	140.16
			MCC: 5200 MERCHANT ZIP: 63367	
07/28	07/29	2469216K22XXSQNSV	LOWES #02311* LAKE SAINT LO MO	27.16
			MCC: 5200 MERCHANT ZIP: 63367	
07/28	07/29	2469216K22XX5QPFE	LOWES #02311* LAKE SAINT LO MO	54.32
			MCC: 5200 MERCHANT ZIP: 63367	
07/29	07/30	2469216K32XKFT4TB	LOWES #02311* LAKE SAINT LO MO	10.37
			MCC: 5200 MERCHANT ZIP: 63367	
08/05	08/06	2469216KA2XF2196Y	LOWES #02311* LAKE SAINT LO MO	67.82
			MCC: 5200 MERCHANT ZIP: 63367	
08/06	08/07	2442808KB5SDWYVW0	WORLD OUTDOOR EMPORIUM W WENTZVILLE MO	11.48
			MCC: 5261 MERCHANT ZIP: 63385	
08/07	08/09	2405523KDBLRMMSLB	WENTZVILLE RURAL KING#45 WENTZVILLE MO	94.98
			MCC: 5999 MERCHANT ZIP: 63385	
08/11	08/12	2401339KG01QW2JQ0	BILLS SERVICE CENTER INC O FALLON MO	14.95
			MCC: 5261 MERCHANT ZIP: 63368	
08/11	08/13	2469216KH2Y1D4F44	NORTHERN TOOL + EQUIP ST PETERS MO	244.98
			MCC: 5251 MERCHANT ZIP: 63376	
08/12	08/14	2407105KJ81LDRNA	PROFESSIONAL IRRIGATION 636-6957800 MO	136.00
			MCC: 4900 MERCHANT ZIP: 63367	
08/21	08/23	2439121KV60T8FZXN	HERC RENTALS 8778538778 FL	20.40
			MCC: 7394 MERCHANT ZIP: 34134	
08/24	08/25	2469216KX5SBD9KJ5	LOWES #02311* LAKE SAINT LO MO	15.44
			MCC: 5200 MERCHANT ZIP: 63367	
			JOE HUBBART	
			TOTAL XXXX XXXX XXXX 0194	\$2,001.16
07/28	07/29	2423168K3BLHV8J4F	HARBOR FREIGHT TOOLS 812 WENTZVILLE MO	222.98
			MCC: 5251 MERCHANT ZIP: 63385	
07/30	07/31	2413748K5016J6V3H	AUTOZONE #3898 LAKE ST. LOUI MO	20.97
			MCC: 5533 MERCHANT ZIP: 63367	
08/04	08/04	2443108K92DZ62ZYE	1791 LKQ ONLINE 800-827-3673 CO	900.58
			MCC: 5013 MERCHANT ZIP: 80221	
08/06	08/07	2413748KQ0160XTFH	AUTOZONE #3898 LAKE ST. LOUI MO	34.37
			MCC: 5533 MERCHANT ZIP: 63367	

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 accruals 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

08/08	08/07	2413746KQ0160XT9V	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	18.92
08/11	08/12	2413746KH015EXHBJ	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	47.76
08/11	08/12	2413746KH015EXHDV	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	108.65
08/12	08/14	2413746KJ5SD484HQ	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	24.62
08/12	08/14	2413746KJ5SD484KX	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	13.22
08/12	08/14	2413746KJ5SD484Q0	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	236.24
08/13	08/14	2413746KK0173161S	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	49.99
08/13	08/14	2413746KK0173164D	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	142.24
08/14	08/16	2469216KK2XJ93KGG	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	19.80
08/14	08/16	2469216KK2XPGPW1P	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	16.60
08/18	08/19	2413746KR016DNBTS	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	9.28
08/18	08/19	2443105KPRQE62RSR	MILLER AUTO SUPPLY WENTZVILLE MO MCC: 5533 MERCHANT ZIP: 63385	19.98
08/20	08/21	2413746KS017XHTMX	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	16.56
08/24	08/26	2413746KY5SD6N7RJ	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	4.28
08/24	08/26	2413746KY5SD6N7Y8	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	8.95
08/26	08/27	2413746L0016HRW26	AUTOZONE #3898 LAKE ST. LOUI MO MCC: 5533 MERCHANT ZIP: 63367	85.19
DAVE HUMPHREY				
07/27	07/28	2469216K12XB4B8K	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	21.37
07/29	07/30	2406720K3QFNVFQH6	BOBCAT OF ST LOUIS OFALLO O FALLON MO MCC: 5599 MERCHANT ZIP:	10.16
07/29	07/30	2469216K32XKFT4DZ	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	38.09
08/05	08/06	2469216KA2XF21967	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	14.53
08/06	08/07	2469216KB2X659SF1	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	22.90
08/06	08/07	2479262KB60424PBE	CORE & MAIN LP 412 6369789800 MO MCC: 5039 MERCHANT ZIP: 63366	54.32
08/12	08/13	2469216KH2XQD35NH	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	11.12
08/13	08/16	2469216KK2XDM9M98	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	13.98
08/21	08/23	2469216KS2XG760FJ	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	122.47
08/24	08/25	2469216KX5SET5M15	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367	7.42
BRENDA CUELLER				
08/04	08/05	2441295K960L3GAWH	RECORDER OF DEEDS 636-949-7511 MO MCC: 9399 MERCHANT ZIP: 63301	7.23
MICHELLE DEBORD				
08/09	08/09	2469216KE2XSTNKV7	AMZN Mktp US*MF0SS6MW0 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109	54.38
08/13	08/14	2443565KKBMDPXPFYF	MINUTEMAN PRESS & PRINT 636-928-5529 MO MCC: 7338 MERCHANT ZIP: 63376	86.52
AP GHOST ACCOUNT				
07/31	08/02	2432304K68A04AW88	BOEHMER BROS. UILITY FORISTELL MO MCC: 5065 MERCHANT ZIP: 63348	1,499.20
08/01	08/02	2469216K62X9VTH8P	CENTURYLINK 800-244-1111 LA MCC: 4899 MERCHANT ZIP: 71203	63.50
08/03	08/04	2449215K90TW82XMS	TLO TRANSUNION 561-988-4200 FL MCC: 7372 MERCHANT ZIP: 33431	165.30
08/13	08/14	2475542KKM9ZK3GJ5	PWSD 2 OF ST CHARLES COUN636-5613737 MO MCC: 4900 MERCHANT ZIP: 63388	1,169.21
08/13	08/16	2475542KK4DS52NZF	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	21.70
08/13	08/16	2475542KK4DS52NZ7	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	7,968.65
08/13	08/16	2475542KK4DS52RDL	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	8,042.88
08/13	08/16	2475542KK4DS52RDV	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	9,443.21
08/13	08/16	2475542KK4DS52RED	SDC*CUIVRE RIVER ELECTRIC770-4148400 MO MCC: 4900 MERCHANT ZIP: 63379	16.70
08/24	08/25	2475542KYMA2T9EQ	PWSD 2 OF ST CHARLES COUN636-5613737 MO MCC: 4900 MERCHANT ZIP: 63388	86.52

Transaction Information Continued

		ADAM COLE		
		TOTAL XXXX XXXX XXXX 0368	\$507.73	
07/28	07/29	2490641K22WA8YH2	NEXTIVA*VOIP SERVICE 800-9834289 AZ	126.01
		MCC: 4814	MERCHANT ZIP: 85250	
08/01	08/02	2469216K62XPSJBSQ	AMZN Mktg US*MF8LT2PF1 Amzn.com/bill WA	63.97
		MCC: 5942	MERCHANT ZIP: 98109	
08/07	08/09	2449215KQRS7NL99Q	PAYPAL *BBREARDIN EBAY BB402-935-7733 CA	27.80
		MCC: 5999	MERCHANT ZIP: 65131	
08/09	08/10	2469216KE2X9YSHXZ	AMZN Mktg US*MF43CDR51 Amzn.com/bill WA	129.97
		MCC: 5942	MERCHANT ZIP: 98109	
08/25	08/26	2490641KY2Y75APZK	DNH*DOMAIN HOSTING SRVCS 480-6242500 AZ	159.98
		MCC: 4816	MERCHANT ZIP: 85260	
		PAT DOERING		
		TOTAL XXXX XXXX XXXX 0400	\$473.97	
07/29	07/30	2449215K3LYDESBXJ	BADGEANDWALLET.COM 914-236-1260 NY	345.00
		MCC: 5947	MERCHANT ZIP: 10504	
08/06	08/07	2443106KB2DYJVML0	AMAZON.COM*MF9EA3E22 AMZN AMZN.COM/BILL WA	73.98
		MCC: 5942	MERCHANT ZIP: 98109	
08/16	08/17	2490641KM2XK63Q6A	HLU*Hulu 1241704308200-U HULU.COM/BILL CA	54.99
		MCC: 4899	MERCHANT ZIP: 90404	
		CHRIS WHITE		
		TOTAL XXXX XXXX XXXX 0434	\$190.62	
08/13	08/14	2444500KBLSSM70R	WM SUPERCENTER #5313 LAKE SAINT LO MO	190.62
		MCC: 5411	MERCHANT ZIP: 63367	
		DEREK KOESTEL		
		TOTAL XXXX XXXX XXXX 0491	\$6.00	
08/20	08/21	2449215KTRTWVYMSX	STCHARLES CNTY ROAM 800-314-0147 CO	6.00
		MCC: 7392	MERCHANT ZIP: 60202	
		ED HULSEY		
		TOTAL XXXX XXXX XXXX 0517	\$1,049.50	
07/29	07/30	2406720K3QFNVFQDB	BOBCAT OF ST LOUIS OFALLO O FALLON MO	650.24
		MCC: 5599	MERCHANT ZIP:	
08/11	08/12	2469216KG2XMSET3T	LOWES #02311* LAKE SAINT LO MO	38.07
		MCC: 5200	MERCHANT ZIP: 63367	
08/11	08/12	2469216KG2XMSET41	LOWES #02311* LAKE SAINT LO MO	54.87
		MCC: 5200	MERCHANT ZIP: 63367	
08/11	08/13	2469216KH2Y0GBBD4	LOWES #02311* LAKE SAINT LO MO	77.14
		MCC: 5200	MERCHANT ZIP: 63367	
08/12	08/13	2469216KH2X9T3LSZ	LOWES #02311* LAKE SAINT LO MO	165.07
		MCC: 5200	MERCHANT ZIP: 63367	
08/12	08/13	2473309KH5V2RJE2J	CHARLES FARM AND HOME WENTZVILLE MO	98.98
		MCC: 5999	MERCHANT ZIP: 63385	
08/13	08/14	7469216KJ2XVFJKTW	LOWES #02311* LAKE SAINT LO MO CREDIT	54.87
		MCC: 5200	MERCHANT ZIP: 63367	
		DARRELL HARRISON		
		TOTAL XXXX XXXX XXXX 0533	\$83.62	
07/30	07/31	2404083K4S66LS1QJ	WESTERN LAWN EQUIPMENT O FALLON MO	59.25
		MCC: 5599	MERCHANT ZIP:	
07/30	07/31	2413746K5016J6V65	AUTOZONE #3898 LAKE ST. LOUI MO	8.30
		MCC: 5533	MERCHANT ZIP: 63367	
08/11	08/12	2469216KG2XMSET65	LOWES #02311* LAKE SAINT LO MO	7.29
		MCC: 5200	MERCHANT ZIP: 63367	
08/25	08/26	2413746KZ0163T5D2	AUTOZONE #3898 LAKE ST. LOUI MO	8.78
		MCC: 5533	MERCHANT ZIP: 63367	
		DENNIS KNAUST		
		TOTAL XXXX XXXX XXXX 0541	\$207.22	
07/31	08/02	2469216K52XXPDR7D	LOWES #02311* LAKE SAINT LO MO	38.08
		MCC: 5200	MERCHANT ZIP: 63367	
08/17	08/18	2469216KN2XMKHA55	LOWES #02311* LAKE SAINT LO MO	55.74
		MCC: 5200	MERCHANT ZIP: 63367	
08/18	08/19	2406720KPQ5F120HR	BOBCAT OF ST LOUIS OFALLO O FALLON MO	113.40
		MCC: 5599	MERCHANT ZIP:	
		DARIN JOHNSON		
		TOTAL XXXX XXXX XXXX 0558	\$108.83	
07/27	07/28	2471705K14DLXF3V	TOTAL LOCK AND SECURITY 314-2983433 MO	6.00
		MCC: 7399	MERCHANT ZIP: 63146	
07/27	07/31	7471705K44DLXF3K	TOTAL LOCK AND SECURITY 314-2983 CREDIT	6.49
		MCC: 7399	MERCHANT ZIP: 63146	
08/05	08/06	2469216KA2XF2196N	LOWES #02311* LAKE SAINT LO MO	50.64
		MCC: 5200	MERCHANT ZIP: 63367	
08/05	08/07	2475542KB4DPNZPDY	GRAINGER 877-2022594 IL	17.90
		MCC: 5085	MERCHANT ZIP: 60045	
08/10	08/11	2471705KF4P2VY5X0	TOTAL LOCK AND SECURITY SAINT LOUIS MO	20.20
		MCC: 7399	MERCHANT ZIP: 63146	
08/13	08/16	2469216KQ2XDM9MAS	LOWES #02311* LAKE SAINT LO MO	18.58
		MCC: 5200	MERCHANT ZIP: 63367	
		GEORGE ERTLE		
		TOTAL XXXX XXXX XXXX 0568	\$400.00	
08/04	08/06	2444500KAEJ2M84ME	MAURICE'S #1522 LAKE ST LOUIS MO	50.00
		MCC: 5621	MERCHANT ZIP:	
08/07	08/09	2443106KDRQEB45RL	PANDA EXPRESS #2599 LAKE SAINT LO MO	25.00
		MCC: 5814	MERCHANT ZIP:	
08/07	08/09	2444500KDBLNABKVD	WM SUPERCENTER #5313 LAKE SAINT LO MO	325.00
		MCC: 5411	MERCHANT ZIP: 63367	
		ANNA ROTHERMICH		
		TOTAL XXXX XXXX XXXX 0616	\$335.16	
08/06	08/07	2422638KQBLH1MEG6	WAL-MART #5313 LAKE SAINT LO MO	48.26
		MCC: 5411	MERCHANT ZIP: 63387	
08/18	08/19	2443109KPLQGVBRNM	ADOBE CREATIVE CLOUD 408-536-6000 CA	82.98
		MCC: 6734	MERCHANT ZIP: 95110	

Continued on next page

Transaction Information Continued

08/17	08/20	2439121KT60T927M1	HERO RENTALS MCC: 7394 MERCHANT ZIP: 34134	8779538778 FL	142.77
08/19	08/20	2489216KR2Y0HBSYD	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367		43.19
08/26	08/27	2444500LOBLMWDNJB	WM SUPERCENTER #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367		17.96
BARBARA COURTNEY					
08/06	08/07	2441295KB8B4VFBYH	TOTAL XXXX XXXX XXXX 0832 \$111.61 ST CHARLES FAMILY ARENA SAINT CHARLES MO MCC: 7941 MERCHANT ZIP: 63301		111.61
STEVE WALLER					
07/27	07/28	2469216K12X8YLZDV	TOTAL XXXX XXXX XXXX 0005 \$531.87 LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367		5.56
07/29	07/30	2469216K32XHN6VJT	AMZN Mktg US*MV5757IP0 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109		98.21
08/09	08/10	2469216KE2X57S36G	AMZN Mktg US*MF81Q85J0 Amzn.com/bill WA MCC: 5942 MERCHANT ZIP: 98109		31.98
08/10	08/11	2469216KF2XWLRW1D	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367		17.70
08/11	08/12	2469216KG2XKQK8DX	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367		3.75
08/11	08/12	2469216KG2XKQK8EF	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367		41.65
08/12	08/13	2444500KJBS2SKDT	SAMS CLUB #4875 WENTZVILLE MO MCC: 5300 MERCHANT ZIP: 63385		268.44
08/13	08/14	2469216KJ2XXY2M23	LOWES #02311* LAKE SAINT LO MO MCC: 5200 MERCHANT ZIP: 63367		31.59
08/17	08/18	2405523KP8LRMMV8M	WENTZVILLE RURAL KING#45 WENTZVILLE MO MCC: 5999 MERCHANT ZIP: 63365		34.99
MELINDA ALSPAUGH					
08/07	08/09	2422638KDBLGXT05G	TOTAL XXXX XXXX XXXX 0047 \$257.18 WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367		24.84
08/07	08/09	2475542KD3V47VMMS	NATIONAL ASSOCIATION OF S205-7396060 AL MCC: 8699 MERCHANT ZIP: 35244		40.00
08/12	08/13	2444500KJBS2SKG2	WM SUPERCENTER #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367		21.78
08/18	08/19	2422638KRBLH4KDL5	WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367		152.26
08/19	08/20	2422638KTBLH65360	WAL-MART #5313 LAKE SAINT LO MO MCC: 5411 MERCHANT ZIP: 63367		18.52
CHAD LAYTON					
08/04	08/05	7449215KAMHB5B8FP	TOTAL XXXX XXXX XXXX 0054 \$15.40- SQ *ONEFACE 877-417- CREDIT MCC: 7392 MERCHANT ZIP: 07726		125.00-
08/04	08/05	7449215KARVGL3NN8	SQ *ONEFACE 877-417- CREDIT MCC: 7392 MERCHANT ZIP: 07726		125.00-
08/14	08/16	2449215KKJH9FVV08	ZERO9 SOLUTIONS LLC ZERO9HOLSTERS OH MCC: 5399 MERCHANT ZIP: 44601		234.60

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.

\$34,303.64 WILL BE DEDUCTED FROM YOUR ACCOUNT AND CREDITED
AS YOUR AUTOMATIC PAYMENT ON 09/21/20.

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

9/9/2020 ELEC TX TSFR	09/10/2020 PY	48,830.47
9/9/2020 ACH-ICMA	09/10/2020 PY	5,455.60
9/9/2020 TASC	09/10/2020 PY	2,554.70
9/10/2020 Duckett Creek 06/30/2020-07/31/2020		21.75
9/14/2020 Sam's Statement 8-23-2020		20.98

TOTAL

56,883.50

PAYROLL

09/10/2020 PY

152,848.55