

**CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI  
MAYOR AND BOARD OF ALDERMEN REGULAR MEETING  
THURSDAY, January 5, 2023-7:30 PM**

**Notice is hereby given that the City of Bellefontaine Neighbors will hold a Board of Aldermen meeting on Thursday, January 5, 2023 at 7:30 p.m. at City Hall, 9641 Bellefontaine Road, Bellefontaine Neighbors, and MO. 63137.**

Persons interested in making their views known on any matter will be able to speak during the meeting under “Public Comments”. In addition, anyone may send an email with his or her comments to the City Clerk at [sruffin-hall@cityofbn.com](mailto:sruffin-hall@cityofbn.com) no later than Thursday, January 5, 2023 by 12:00pm. All comments received by email will be entered into the public record and publicly as time allows. All emailed comments will also be distributed to the entire Board at or before the meeting.

**AGENDA**  
**BELLEFONTAINE NEIGHBORS BOARD OF ALDERMEN**  
**REGULAR BOARD MEETING**  
**BELLEFONTAINE NEIGHBORS CITY HALL**  
**9641 BELLEFONTAINE RD BELLEFONTAINE NEIGHBORS, MO. 63137**  
**THURSDAY-January 5, 2022-7:30 PM**

**PRE MEETING AT 7:00 PM**

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. ROLL CALL
4. APPROVAL OF AGENDA
5. MEETING OPEN TO THE PUBLIC (3 MINUTE TIME LIMIT)
6. PROCLAMATION PRESENTED TO: MRS. BEBE SLONSKI
7. PRESENTATION OF UNAPPROVED MINUTES (Regular B.O.A. Meeting Minutes 12-15-22)
8. APPROVAL OF INVOICES OVER \$500 (12-17-22 through 01-03-23)
9. PARKS AND RECREATION REPORT-JIMMY KIRINICH
10. STREET DEPARTMENT REPORT-JEFF ROSS
11. IMAGE AND BEAUTIFICATION REPORT-JENNIE STEWART
  - Email attached
12. POLICE REPORT (CHIEF JEREMY IHLER)
13. TREASURER'S REPORT-(Rick Rognan)
14. CITY ATTORNEY'S REPORT (DOROTHY WHITE COLEMAN)
15. UNFINISHED BUSINESS:
  - A. RFP-RICK ROGNAN
    - Banking Institution Discussion
  - B. BLL #2661-AN ORDINANCE REPEALING ORDINANCE NO. 2196 AND OTHER ORDINANCES DEFINING THE WARD BOUNDARIES OF THE CITY OF BELLEFONTAINE NEIGHBORS AND FURTHER ESTABLISHING NEW WARD BOUNDARIES FOR ALL FOUR WARDS IN SAID CITY AND CONTAINING AN EFFECTIVE DATE.(INTRODUCED BY ALDERMAN REGINA HARMON-WARD)
  - C. LAPTOPS
    - Dell Information attached

**D. BILL # 2663-AN ORDINANCE AUTHORIZING AN AGREEMENT WITH WESTPORT POOL, INC. FOR POOL REPAIR SERVICES FOR THE BELLEFONTAINE NEIGHBORS COMMUNITY CENTER POOLS. (INTRODUCED BY ALDERMAN THERESA HESTER)**

**E. LIQUOR LICENSE-JEFF HOWE**

- ALDI'S
- CONOCO'S

**16. NEW BUSINESS:**

**A. BILL #2662- AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI REGARDING TWO (2) STREET LIGHTS AT THE INTERSECTION OF LEWIS AND CLARK AND HAVILAND DRIVE WITHIN THE SHERWOOD HILLS SUBDIVISION IN THE CITY OF BELLEFONTAINE NEIGHBORS. (INTRODUCED BY ALDERMAN JAMES THOMAS, SR.)**

**17. MAYOR'S REPORT**

**18. ALDERMAN'S REPORT**

**19. MEETING OPEN TO THE PUBLIC (3 MINUTE TIME LIMIT)**

**20. ADJOURNMENT**

**NOTICE IS HEREBY GIVEN THAT ON THE 5<sup>th</sup> DAY OF January , 2023 SUBJECT TO A MOTION DULY MADE AND ADOPTED, THE BOARD OF ALDERPERSONS MAY HOLD A CLOSED MEETING FOR THE PURPOSE OF DISCUSSING MATTERS RELATING TO ONE OR MORE OF THE FOLLOWING: LEGAL ACTIONS, CAUSES OF ACTION, LITIGATION OR PRIVILEGED COMMUNICATIONS BETWEEN THE CITY'S REPRESENTATIVES AND ITS ATTORNEYS (SEC. 610.021(1); LEASE, PURCHASE OR SALE OF REAL ESTATE (SEC. 610.021(2); HIRING, FIRING DISCIPLINING OR PROMOTING EMPLOYEES (SEC. 610.021(3); PREPARATION FOR NEGOTIATIONS WITH EMPLOYEE GROUPS (SEC. 610.021(9); BIDDING SPECIFICATIONS (SEC 610.021(11); AND /OR PROPRIETARY TECHNOLOGICAL MATERIALS (SEC 610.02 (15).**

**THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON'S MEETING ON January 5, 2023 WAS POSTED ON January 4<sup>th</sup> , 2023 AT 7:30 PM IN BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY'S WEBPAGE AT [www.cityofbn.com](http://www.cityofbn.com). FOR A COPY, CONTACT THE CITY CLERK'S OFFICE.**

**COPIES OF THIS NOTICE MAY BE OBTAINED BY CONTACTING: SEMMIE RUFFIN-HALL, CITY CLERK, CITY OF BELLEFONTAINE NEIGHBORS-9641 BELLEFONTAINE ROAD-ST. LOUIS, MO 63137-(314) 867-0076.**

# CITY OF BELLEFONTAINE NEIGHBORS

## PROCLAMATION

**WHEREAS,** *Mayor Tommie Pierson, Sr. and the Board of Aldermen of The City Of Bellefontaine Neighbors, MO. wish to recognize Bebe Slonski.*

**WHEREAS,** *Bebe was raised in Holman, Wisconsin, but has lived in St. Louis since 1945 when she married Walter Slonski.*

**WHEREAS,** *in 1952 she moved to Bissell Hills in Bellefontaine Neighbors where she raised two daughters who graduated from Riverview Gardens Senior High School.*

**WHEREAS,** *In 1985, she retired from Emerson Electric. Bebe is a long time member of Grace Lutheran Chapel. She enjoys travel and has been to many parts of the United States and Mexico.*

**WHEREAS,** *for many years, she took water aerobics classes at Bellefontaine Neighbors Recreation Center and currently participates in the Chair Exercise class. She enjoys many hobbies including ballroom dancing, oil painting, working jigsaw puzzles, reading, and building and furnishing dollhouses.*

**WHEREAS,** *she has built around 22 dollhouses and has donated many of them to various charities. Bebe has six grandchildren, nine great grandchildren and two great great grandchildren. She is often asked the secret to her long life and she says, "Good genes and pets!" (She has a dog and a cat).*

**THEREFORE, BE IT RESOLVED, BY BELLEFONTAINE NEIGHBORS STATE OF MISSOURI** *that we congratulate and recognize BeBe Slonski for her years and dedication to the City of Bellefontaine Neighbors.*

**BE IT FURTHER RESOLVED** *that a suitable commemorative copy of the proclamation be presented to BeBe Slonski as a symbol of our esteem.*

IN WITNESS WHEREOF, I do-hereby affix  
My official seal Of the City of Bellefontaine  
Neighbors, Missouri, on this 5<sup>th</sup> day of  
January 2023.

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**Mayor Tommie Pierson, Sr.**

**CITY OF BELLEFONTAINE NEIGHBORS  
MAYOR AND BOARD OF ALDERMEN  
MEETING MINUTES  
THURSDAY DECEMBER 15<sup>TH</sup>, 2022 – 7:30 P.M.**

**PRESENT** Mayor Tommie Pierson, City Attorney Susie McFarland, Treasurer Rick Rogan, Collector Jeff Howe, City Engineer Clayton Klein, Chief of Police Jeremy Ihler, Parks and Recreation Director James (Jimmy) Kirincich and City Clerk Semmie Ruffin-Hall.

**MEETING CALLED TO ORDER BY** Mayor Pierson called the meeting to order at 7:31 p.m.

**PLEDGE OF ALLEGEANCE**

**ROLL CALL:** City Clerk Semmie Ruffin Hall called the roll:

- Alderman Dinah Tatman-Present
- Alderman Theresa Hester-Present
- Alderman Peg Warnusz-Excused Absent
- Alderman Lynette VonSeggern-Excused Absent
- Alderman James Thomas, Sr.-Present
- Alderman Regina Harmon-Ward-Present
- Alderman Alease Dailes-Present
- Alderman Alicia Smith-Present

6 Present/2 Excused-Quorum was met

**APPROVAL OF AGENDA**

Mayor called for a motion to approve the agenda as is. Alderman Alease Dailes motioned to approve the agenda with an amendment that Item # C, Bill # 2661 be tabled until first meeting in January (01/05/23) to do her research and any other board member to do their own research as well. Also to add to the agenda to take a vote from the Board of Aldermen if we can waive the fees for the North County Fire District to waive the fees for the building of 870 Chambers. I would like to add that to the agenda, and I am asking for a second please. Mayor called for a second. Second made by Alderman Alicia Smith. Mayor stated moved and properly second to amend the agenda according to Alderman Dailes. Mayor called for any discussion. None. Mayor called for roll.

- Alderman Dinah Tatman-Yes
- Alderman Theresa Hester-Yes
- Alderman James Thomas, Sr.-No
- Alderman Regina Harmon-Ward-No
- Alderman Alease Dailes-Yes
- Alderman Alicia Smith-Yes

Agenda is amended. Motion to approve the agenda as amended. Alderman Alease Dailes made a motion to approve the agenda as amended. Removing Item #C, Bill #2661 to be tabled until the first meeting of January 2023 and add to the agenda a vote to waive the building fees, the permit fees for the North County Fire District of The Board of Alderman of the City of Bellefontaine Neighbors. Alderman Dinah Tatman second. Mayor called for roll.

- Alderman Dinah Tatman-Yes
- Alderman Theresa Hester-Yes
- Alderman James Thomas, Sr.-Yes
- Alderman Regina Harmon-Ward-Yes
- Alderman Alease Dailes-Yes
- Alderman Alicia Smith-Yes

6 Yays/0 No's-Motion passed.

#### **MEETING OPEN TO THE PUBLIC (With 3-minute time limit)**

- **Wanda Lane-99XX Martingale Road**
  - Thanked everyone who came out on Tuesday (12/12/22).
  - Approximately 140 people were in attendance, approximately 15-20 of them were parents.
  - We must do better in getting parents engaged.
  - There are some sobering statics that I will share very briefly.
    - (1) School full accreditation and attendance is an important part of that process.
    - (2) DESE (The Department of Elementary and Secondary Education)-they assign points and attendance is a very big part of that.
    - (3) If 90% of our students are in school 90% of the time we will receive the Maximum points. As of right now the year 2020/2021 34% of our students are in school 90% of the time. Kindergarten, first and second grade are only in school 90% of the time. That needs to be corrected.
    - (4) Second disturbing static involving suspensions. Since August 23, 2022, there have been 1,634 suspensions.
  - The town hall was designed to speak about bullying, safe schools, and positive environments. We have these many people who have been suspended when only 34% of our students are in school 90% of the time so heaven forbid if we got more than that in school 90% of the time what the suspension rate would be.
  - Parents, Alderman Harmon-Ward made a passionate plea to be a parent and responsible for your children, if not the streets will be the one who will raise them.
  - One bright point is, I received several comments regarding social media and telephones in schools. There has been a trial in some districts in our county with a product called a yonder bag which is being trailed in Jennings and Normandy. They were doing pretty good with it until the shooting in South St. Louis at a school when they decided to suspend their trial. We are going to trail that in our Middle and High School. When

Jennings and Normandy did trail it that reported a number of decreases in fights and disturbances.

-Thanked Major Willis for his presence for Law Enforcement

Mayor shared information sent to him by one of the residents regarding the COVID testing. You can get the home kits at COVIDTESTS.GOV.

- **Terri Case-10XX Addison**

-Shout out to Parks Department for coordinating a delicious Senior Lunch.

**PRESENTATION OF UNAPPROVED MINUTES (Regular B.O.A. Meeting Minutes-12/01/22).** -

Alderman Dinah Tatman made a motion to approve B.O.A Meeting Minutes for 12/1/22.

Second made by Alderman Alease Dailes. Mayor called for all in favor.

6-Ayes/0-Nayes. Motion passed.

**APPROVAL OF INVOICES OVER \$500 (11-28-22 through 12-13-22)**-Motion made by Alderman Alicia Smith to approve invoices over \$500, 2nd made by Alderman James Thomas. 6 Ayes/0 Nays. Motion passed.

**CITY COLLECTOR REPORT-JEFF HOWE**

- Liquor Licenses to approve
- No Report
- Will take questions

**DISCUSSION:**

**Alderman Alease Dailes** states only have 3 in front of her and received one from Semmie today before close of business today therefore I can only deal with the ones I have in front of me. Those would be QuikTrip Corporation, Holy Name of Jesus Church, Knights of Columbus, and KD Patrol. And there was one more that Semmie sent before the close of business today. **Jeff Howe** stated that one was Arch 94 LLC which is the Conoco Station at Chambers and Bellefontaine. Alderman Dailes asked her colleagues if Arch 94 LLC paperwork is in order (she is unable to pull it up). Alderman Dinah Tatman states QuikTrip Corporation, Holy Name of Jesus Church, Knights of Columbus, and KD Patrol are the only ones that have their paperwork in order.

**Alderman Dinah Tatman** states Alderwoman Smith made a very precise concern about the insurances. We are not here to prohibit; we are just trying to make people comply. You can't keep skipping over people not complying, especially if they have the ordinances that were sent to them, and they had these licenses this long and they should know what the requirements are. **Jeff Howe** stated right, in the bonds we require normally will be an addendum to whatever the main insurance policy that they have. I am sure we are not the only ones asking for a bond from time to time. That's why there could be different dates there. Master insurance policy could have different dates on it from the bond we requested. But the dates that I see on the bond we requested unless they made an error on the starting date on the one document, I think the documents will cover the year we are talking about.

**Alderman Dinah Tatman** thank you Collector Howe, however what we need because we are not here to prohibit, we are trying to bring them into compliance we need all proper paperwork, so I am going to approve the ones I have in front of me with conditions that the insurances are verified, number one and the policies are in place that's the conditions, that's just for me. And I think as our collector and our representative for the city that you help us to make sure that all the applicable paperwork is in order because we depend on you to check and make sure that they are complying, but for us and on behalf of the citizens we have also do our due diligence. This is a partnership, most of them have all their applicable paperwork and some don't so would you please. **Jeff Howe** stated he doesn't think they would try to pass documents that are not valid, but I will call those companies and make sure they have policies.

**Alderman James Thomas**-I just wanted to reiterate I would be willing to vote on all the liquor licenses you are presenting tonight, contingent on you verifying that they have all their necessary paperwork. I remember that we had some that did not have their paperwork in order you fulfilled that task. You presented again and said they had all their paperwork in order and their licenses were issued upon that verification. I don't think that we should hold a business, because now if we do not give them their liquor license and the 31<sup>st</sup> comes and they sale liquor then they will be in violation of our ordinance and probably some state laws. So, if you can help us see that this is done then I will be in support of fulfilling the obligation of the city to issue the liquor license by December 31, 2022. **Jeff Howe** stated I will take care of that, and I should let you know almost all these businesses and I can't think of one that wouldn't have a county liquor license for whatever reason, and they also have a Missouri liquor license.

**Alderman Alicia Smith** I am pulling up the liquor license that was sent at the close of business day it was actually 4 something in the afternoon by Semmie, the city clerk for Aldi's when you state collector in regards to making sure they have their insurance the insurance was an issue for Aldi's', they do have an addendum and they do have the back page of Travelers but there is no front page for Travelers. I would not know what type of insurance they have only because it is not there. They do have an affidavit of an application and that's all that is issued. For me I am right along with Alderwoman Tatman I am not trying to not vote on the businesses do not have their license, however all the correct information has not been presented so for me I would need everything to be valid for it to be valid they do not have proper insurance at all they did not present any insurance at all. **Jeff Howe** asked which one is that **Alderman Smith** stated Aldi's. Aldi's provided an affidavit and a back page to Travelers but no front page at all. Doesn't provide when insurance takes effect it just says the principal is for Aldi's and that's it.

**Alderman Smith** asked instead of just voting on these can we have a special meeting once all the paperwork has been presented and we can review it and the city collector has a chance to verify it. Personally, not comfortable voting on something I don't have all the information for.

**Alderman Theresa Hester** appreciates all the information put out regarding the businesses and the liquor licenses and sounds like renewals. I will have to agree with Alderwoman Smith not enough information provided to consciously or guess on renewing the liquor licenses. I also think that it is possible to have a special meeting in order to get the liquor license approved within a timely manner because it sounds like it is a time restraint on it we don't want these businesses not to have liquor licenses and to be operating like Alderman Thomas said in violation of ordinances and state laws. City collector if you can tell us if there is a time crunch or time limit or whatever it is out there. Whatever it is out there where you can get the



information you need to receive from the liquor licenses so that we can consciously make a decision where we are all comfortable in making and moving forward. Do you have a check off list, **Jeff Howe** states it is on the front of the application. **Jeff Howe**. **Alderman Hester**, do you have a check off list of your own, like when you receive the information and the things you receive is accurate. We would like to take people's word for it, but we also want to make sure we do our due diligence.

**Alderman Alease Dailes** would like to make a motion to approve QuikTrip, Holy Name of Jesus Church, Santa Cruz Knights of Columbus, and KD Patrol if in the event these other businesses do not have the proper paperwork and in the event that Lori is unavailable to do this job, because that is who has been doing this job. So, we have the ones in front of us that have completed their paperwork. I would like to know if it is OK for me to make the motion to get the ones that have filled out their paperwork and in the event something happens where she is unable to fulfill this job because she has other things that she has to do for the auditors and she is not fulfill this job by the 31<sup>st</sup> I don't want to hold up the ones that already have their paperwork done. **Alderman Regina Harmon-Ward** second the motion to approve the licenses that are before us. Mayor called for roll call.

- Alderman Dinah Tatman-Yes
- Alderman Theresa Hester-Yes
- Alderman James Thomas, Sr.-Yes
- Alderman Regina Harmon-Ward-Yes
- Alderman Alease Dailes-Yes
- Alderman Alicia Smith-Abstain

5 Yays/1 Abstain-Motion passed.

**Alderman James Thomas, Sr.** would like to amend the motion to say that upon verification by the collector that he notifies the mayor, and he will ask the board to call a special meeting, so that the licenses can be issued by December 31, 2022. Mayor asked if there was a second to the amended motion. **Alderman Alicia Smith**, second the motion. Mayor called for any further discussion-none. Mayor called for all in favor-5Ayes/ 1 Nay. Motion passes.

#### **CITY ENGINEER-CLAYTON KLEIN**

- Reports in front of you for City Engineer and Building Commissioner.
- Riverview Gardens is applying to renovate one of their toilets to make it A.D.A. compliant.
- Judy will be retiring. We have Shelia who is part-time and Brittney who is full-time.
- Jimmy reported on roof replacement last month for the recreation center.
- Asked for a schedule from the contractor and he said he would get it to me in the next two weeks.
- Also asked for all the other submittals for all the other items that need to be approved by us from the contractor.

- Also been working with the Missouri Association of Building Inspectors to get a job posting for what we need in our department for an inspector.

#### **PLANNING AND ZONING-PAT BARRETT**

- Month of December no new business for planning and zoning to take up
- No meeting was held in December
- Nothing to report from our meeting

**Pat Barrett** had a question; he sees under new business there is a board Appointment/consideration for planning and zoning. We do not have any vacancies right now. **Mayor** asked how many people on planning and zoning. **Pat Barrett** stated six citizen members. **Alderman Alease Dailes** stated it is also not in the budget for additional members so we are hoping that those gentlemen might consider starting up the youth commission until something comes available on the planning and zoning. **Mayor** asked what the ordinance says about how many members should be on there. **Pat Barrett** states six citizen members, Building official, the Mayor and an Alderman Representative.

#### **CHIEF OF POLICE REPORT -JEREMY IHLER**

- Tested positive for covid last week
- Today is first day back to work
- Crime statics comparing this November to last November  
-Zero change in homicide, rape, and robbery which was 0, 0 and 3.
- In terms of assault, we saw a drop in 22% of this year compares to last year.
- We are up seven counts of burglary this year compared to last year.
- We have reduced vehicle thefts by 8%.
- Bellefontaine Neighbors has an ordinance that you cannot run your car unattended in the streets. However, we do not have an ordinance covering private property. You will be getting a visit from a police officer advising you to watch your vehicle while it is warming up.
- Yesterday the St. Louis County Prosecuting Attorney's Office had their grand opening to their satellite office (will let the mayor speak on this when his report comes up)
- The Satellite offices will be staffed by prosecuting attorneys. Two are opening. One in Florissant and one in Chesterfield.
- Four people in our hiring process. One just started, one starts at the end of this month, and potentially two more starting next month. With the caveat they finish a couple of steps in the process.
- I would like to congratulate my administrative assistant, Angie. Most people know her, she is great. This place would not be as great a place as it is without her. This week marks her 20 years of service with the city. In addition, her birthday is this week.

#### **TREASURER'S REPORT- RICK ROGNAN**

- RFPs came in today for banking.

- Would it be acceptable to the board if Semmie could give us a detail of the seal packages they have not been opened. So, we are going to look for instructions from the board if Semmie and I can open those packages and present to the board on Thursday, January 5, 2023, the analysis on the banks. It may be advised to consider two banks, but we will see what the results are if that is acceptable.
- **City Clerk Semmie Ruffin-Hall** read the banks that submitted RFP's.
  - St. Louis Bank-Declined to do an RFP
  - Busey Bank-Received December 12, 2022
  - Regions Bank-Received December 14, 2022
  - Simmons Bank-Received December 14, 2022
  - Commerce Bank-Received December 15, 2022
- Rick Rognan will give the board a quick synopsis of where we are. As of October 31, 2022, Semmie has the draft. The reason is it is still a draft; we still have some irreconcilable revenue and expenses we are trying to decide where they are. Keep in mind Lori is one person. Semmie and I have talked about it, but we are getting close. Right now, the city is under budget and that is where you want to be. Through October 31, 2022 (four months in) your threshold would be 33.3% right now we are spending at 24.69%. Significantly under.
- Cash accounts we are almost in the same exact spot we were in last year at this same time and that is good news for the city. So, we are well positioned from a cash position.
- Keep in mind used tax kicks on January 1, 2023, so we will start to measure come February the benefits of used tax.
- On the revenue side we are at 36.01%, we are 3% ahead of where we need to be through the month of October (that is good news).
- When we compare this year to last year, we are only \$26, 000 below where we were last year. So, keep in mind on the revenue side we are \$26,000 below.
- When we look at sales taxes and city taxes, we are only \$696.00 below meaning we are running at the same level we were last year.
- Utility taxes right now are \$12,000 below where we were last year. Most of that sits in electric but keep in mind 4 months in and cannot read a lot of what we are seeing at this point and time.
- Licenses right now are about \$4,700.00 ahead of where we were last year.
- Permits and inspections right now we are \$13,000.00 below from where we were last year through October.
- Court Revenue right now is about \$27,000 below where we were last year currently.
- Recreation Center right now first four months we are below where we were last year about \$12,000.00.
- Remember we still have about \$40,000.00 in revenue that must be allocated.
- Working diligently with Lori to find out what specific categories these go in.
- Expense side

- Administration right now is 11.73% keep in mind 33.3% is our threshold which means we are right on target for spending.
- Court at 19.43% again under budget.
- Streets at 17.99% again under budget.
- Police 30.14% under budget
- The only one right now that is slightly above 34.57% is Recreation Center. However, keep in mind the summertime is the busy time for the recreation center. Therefore, you would expect for the first 4 months that we would see this, and we would trend on budget.
- Right now, we are at 24.69% on our expenses and 33.3% is where we should be so cannot say enough about what is being done here at the city. Great job, great leadership, great management. If we stay on track, we will be under budget for this year revenue is close to where we were last year. By the end of this fiscal year, it should be more because of what transpired with the used tax.

**Mayor called for any questions. Alderman Dinah Tatman** asked if Mr. Rognan could tell us to date when we might receive the audit. We are still waiting for the audit numbers. **Rick Rognan** stated Angela Dorn who is associated with Sikich (they are the auditors) she was in the other day trying to wrap it up for the city. Her comment specifically was that the fiscal year was a mess. Was not sure what transpired, how it was done or what happened. Therefore, that is what created the big problem. Now keep in mind that same mess is probably going to follow into that next fiscal year. Therefore, we are not going to go through the same problems because we have cleaned up a lot of that mess already. Therefore, we are ready to go. It is not going to be under the same conditions as it would have been, but we are really at her mercy at this point and time when she can conclude. She is working diligently now to try to get this resolved ASAP, but the fact is her coming into the city and working with Lori to get whatever remains to be done. I wish I could give you a date I would suspect since she is working hard to get it done; we will see a report in January.

#### **CITY ATTORNEY'S REPORT -SUSIE MCFARLIND**

- **NO REPORT**

#### **NEW BUSINESS: BOARD APPOINTMENTS**

- A. Planning and Zoning Board Consideration**
  - **Robert Murphy-Application attached**
  - **Roy Ross-Application attached**

**Mayor stated** we could strike that based on Pat Barrett's (Planning and Zoning) report. That the board is already filled. **Alderman James Thomas, Sr.** had a question. Is it the point that there is no more room on The Planning and Zoning for members because Mr. Murphy and Mr. Ross

have stated (they texted me because they are on the line) and they said if it is the point of being paid then they will waive getting paid. They want to be involved in the city. They are citizens who both belong to the carpenters union; they have the skills. I believe it will help us make through these next years and I understand that the people that are on planning and zoning (no idea how long they have been there) it may be time for some fresh blood in there.

## **B. WAIVING FEES FOR NORTH COUNTY FIRE DISTRICT**

**Alderman Alease Dailes** made a motion that the City of Bellefontaine Neighbors waive all the fees for 870 Chambers for the North County Fire District being built. In return, the NCFD will waive all the fees related to the repairs and renovation of the recreation center. If the board approves it the ordinance will be drafted, and we will vote on it at the first meeting in January (01/05/23). **Alderman Dinah Tatman**, second the motion.

**Mayor** called for any further discussion. **Alderman Alicia Smith** asked if we know what the total fees are. **Alderman Alease Dailes** stated she does not. **Alderman James Thomas, Sr.** stated when Jennings waived their fees for the fire department, they received (you can confirm or deny it) a building. They received the old fire department for their public works department. If there is, a deal to be struck why was not that considered for us also. Because they will be vacating that building at Jennings Station Road and Bellefontaine Road. Also, without knowing the exact amount of money. How can we entertain what we are going to give up or give to them? **Alderman Alease Dailes** stated it is about partnership it is not about money. It is about taxpayers' dollars. Either way it is about partnership if we pay the fees, we are using our tax dollars. If they pay the fees, the voters in this community in our community voted on it. It is about partnership. **Alderman James Thomas, Sr.** said you made a statement that the people, the citizens. The citizens voted for that proposition and that proposition was passed for money, they asked for to complete that project. Yes, we do partner with the fire department but at the same time we are at the point we're giving up any amount of money because we could not put forth right now two more people on the planning and zoning that have a desire to be on planning and zoning. Now you want us to agree to give away \$17,000 plus dollars to an entity that already has appropriated those funds to my knowledge. **Alderman Alicia Smith** stated she reached out to Chief Goldstein herself to find out what we would be waiving what was on the ballot, the verbiage that was on the ballot. He provided all that information to me. We talked about the amount that would be considered for waiving and I asked him that question only because I do not have that exact figure. It was \$17,000 and it did not exceed \$18,000. I have just never heard of a city charging fees. That was something new for me and he explained it does happen. Partnership part I think Alderwoman Dailes is speaking of, I went to talk to Chief Goldstein. His thing was when we have different things in the city that require fees from the fire department, they would waive our fees. The other part Alderman Thomas you mentioned about the two other people for planning and zoning. I know being a part of the Youth Commission there is an ordinance that tells you how many seats that each board or commission can have. So not sure what planning and zoning has or what it states only because I haven't

read the ordinance, but for the youth commission there is specified number for each board and commissions. So maybe that is what Pat Barrett was speaking of, they do not have any vacancies per the ordinance.

**Mayor** stated you do what you want to do; you are not going to pay attention to anything I say anyway. However, the citizens voted to approve the amendment to build that firehouse and you cannot tell me that the chief did not know that you need fees, fees were part of that vote and so this is double dipping and if you want to give it to them, you vote to give it to them.

**Clayton Klein (City Engineer)** stated he agreed with the mayor. Has no idea why this is even being brought up you were right mayor it is part of a building process. Fees and what we are required to do takes time, which is money, it is a big building, and it is part of our ordinance. Do not understand why we would want o to waive that.

**Mayor** called for roll:

- Alderman Dinah Tatman-Yes
- Alderman Theresa Hester-No
- Alderman James Thomas, Sr.-No
- Alderman Regina Harmon-Ward-No
- Alderman Alease Dailes-Yes
- Alderman Alicia Smith-Yes

3 Ayes/ 3 Nays. Motion failed.

### **C. BID PRESENTATION FOR POOL PLUMBING REPAIR -JAMES KIRINCICH**

- Bid opening for plumbing repair December 13, 2022
- Two bids that came in. One was Westport Pools, and one was Capri Pools.
- Will read off the base bid amounts that included no alternatives that were put on there that included the discharge of the slide and the play structure. Those pipes are both leaking at the current moment.
- The total bid for Westport \$46,589.54
- The total bid for Capri Pools \$61,700.00
- Westport did include a deduction of \$3,890.08 if the city's maintenance staff were to remove the existing plumbing and all the valves. They would come in and show the staff where to cut the plumbing at we would remove that material for them so that would save us \$3,800. Therefore, the total cost of the project for Westport bids in at (with us doing the work) \$42,699.00.
- We did receive a grant from the Community Development Block Grant in 2021 for pool repairs for \$30,000. So, I am requesting tonight that we approve Westport's' contract that stated with the built alternatives which equaled \$42,699.00 which will cost the city with then the grant money applied, \$12,699.00 which I am requesting that we allocate from the ARPA Funds if possible. So, I can move forward with all the replacement of all this plumbing. The plumbing in the pool is actually down in the pit. Originally plumbing

from 1975 when the facility was built. We have a bunch of cast iron valves that do not even work or leaking. Same thing with the outdoor pool. Therefore, this will complete our renovation for the outdoor pool and indoor pool.

**Mayor** called for any questions.

- **Alderman Dinah Tatman** asked Jimmy if he could also add in the total labor cost that will cost us for the employees doing the work add that to the labor cost. **Jimmy** stated he could get that math in there. For the city employees that will cost them for two days, **Alderman Tatman** stated yes just for the record we will have the true cost for the job. **Alderman Alicia Smith** stated you mention we would be using the ARPA Funds; Mr. Rognan I thought renovation for the pool would not be one. Am I wrong or am I right. **Jimmy** stated it is still a facility repair just as if we were using it for the roof. It is still a repair to our facility same thing as HVAC or anything still a repair to our facility. **Alderman Smith** stated even a repair that would not be part of what the Missouri statute states for ARPA Funds to be used for, that is not one. **Rick Rognan** states that should be taken out of Capital Improvements. When we are looking at repair or maintenance that is not qualified for ARPA Funds. We cannot use ARPA Funds to repair or maintain. **Jimmy** said if we can take it out Capital then, that can be allocated of any sort, not sure of what the current numbers are if we have money to do that. If we didn't do the two alternates for the outdoor pool that is currently leaking push that off to next fiscal year would cost us \$4,900.00 out of pocket. **Alderman Tatman** asked Mr. Rognan if we could make the adjustment since we just get this information making that adjustment since we are just getting this information to the ARPA Funds to readjust the budget. **Rick Rognan** stated we would find room because it is important to the city. Not significant enough, it will not alter our budget significantly. **Jimmy** would like the board to vote on adding the alternates so if we can possibly find the money for the \$12,000.00 that way the pool is completely done. Next May once the roof and gym are done, I do not foresee at this point unless something major else happens, like HVAC or anything there be any leftover outstanding repairs to the facility so we can move on next summer with a full working facility and start increasing the revenue.

**Alderman Alease Dailes** made the motion to accept the bid for Westport Contractors for \$42,699.46 the base bid, two alternates and the labor. **Alderman Regina Harmon-Ward/Alderman Theresa Hester** made the second. Mayor called for roll.

- Alderman Dinah Tatman-Yes
- Alderman Theresa Hester-Yes
- Alderman James Thomas, Sr.-Yes
- Alderman Regina Harmon-Ward-Yes
- Alderman Alease Dailes-Yes
- Alderman Alicia Smith-Yes

6 Yays-/0-Nays. Motion passed.

**D. BILL # 2661-AN ORDINANCE REPEALING ORDINANCE NO. 2196 AND OTHER ORDINANCES DEFINING THE WARD BOUNDARIES OF THE CITY OF BELLEFONTAINE NEIGHBORS AND FURTHER ESTABLISHING NEW WARD BOUNDARIES FOR ALL FOUR WARDS IN SAID CITY AND CONTAINING AN EFFECTIVE DATE.” (INTRODUCED BY ALDERMAN REGINA HARMON-WARD)-TABLED.**

**E. CHRISTMAS PARTY FOR EMPLOYEES**

- **Diners Delight-\$700-(Menu Attached)**

**Alderman James Thomas** made a motion to accept the amount of money \$700 to pay Diners Delight for Christmas Party for the employees for the City of Bellefontaine Neighbors. **Alderman Alicia Smith** made the second. **Mayor** called for an all-in favor.

6 Yays/0-Nays. Motion passes.

**MAYOR’S REPORT**

- Mayor was at the announcement of the county prosecutors satellite office at the Florissant Court House along with Officer Sanders from our City was with me. This will make things a lot easier for law enforcement as we move forward.
- I want to thank Angie for 20 years of service in our city.
- Thanked Jimmy and the Recreation center for the dinner for the seniors.
- Thanked Rick Rognan for cleaning up the budget. It has been tough pulling all that together, but she (Angela Dorn-Auditor) believes she will have it done soon.
- This is business not personal we do not have to fall out over it.
- You guys have done some good work tonight
- Wished everyone a Merry Christmas and a Happy New Year.

**ALDERMAN’S REPORT**

- **Alderman Dinah Tatman**
  - Commended Angie for her impeccable service with the city.
  - Also, Judy has been with our city and held our building department together.
  - Commended Director Wanda Lane on her compassion for our children.
  - We have created Healthy Lifestyles promoting healthy communities.
  - January 17, 2023, be a part of the health summit. Mass meeting with specialists.
  - Will be meeting with experts on April 15, 2023 (10am-4pm) held at Riverview Gardens High School Gymnasium.
  - Don’t be ashamed to wear your mask.
  - Happy Holiday, stay healthy and stay safe.



- **Alderman Theresa Hester**

- Merry Christmas and Happy Holidays to everyone.

- I attended this past Tuesday the Riverview Gardens Board meeting and Town Hall meeting. Which was amazing.

- I do not think I do enough (I do a lot). If you can, try to attend the Riverview School Board meetings that they have twice a month. On second and fourth Tuesday at 7pm.

- Thank you everyone for attending the zoom meeting.

- **Alderman James Thomas**

- Great need for our children in our community.

- Kudos to Director Wanda Lane and all the Directors that sit on the board.

- Three seats are available on the Riverview District School Board.

- We need strong representation on that board for the children.

- I think as we grow together, we will grow better.

- **Alderman Regina Harmon-Ward**

- I too was at the meeting.

- The one teacher pleaded with tears in her eyes to feel what she felt.

- I believe we need to come into collaboration to use what we know, use our wisdom and our experiences to make things better.

- Parenting classes are needed. Not to condemn anyone but it cannot hurt.

- We need to come together to help our children.

- Congratulated Angie and Judy for your service.

- Merry Christmas and Happy New Year.

- **Alderman Alease Dailes**

- Thanked everyone for staying on the meeting.

- Toys are still needed for our children that are coming on Saturday.

- Fire District donated \$250 today.

- A lot of citizens have been asking me about police officers not showing up for non-emergency calls. Every citizen that calls our police department should be answered.

- A lot of our citizens have been burning leaves. If you see that call the police or the fire department.

- Merry Christmas to everyone. It seems like sometimes we do not get along, but we do Love each other on this board. We have a very good board and a good Mayor. I think we all are working together.

- We are in a political season you do not have to take sides we are still going to care about each other and the citizens.

- Come January 1 will have to update your occupy information.

- **Alderman Alicia Smith**
  - Thank you everyone for staying.
  - I have so many slogans that are floating through my mind; Reach 1 teach one, Fear ends where faith begins.
  - I would like to first thank Director Wanda Lane for inviting the Board and the Mayor to the town hall meeting.
  - Very excited to hear about how many elective officials showed up and how many spoke.
  - Congratulations to Amy for her 20 years of service and Judy for her retirement.
  - Seasons greetings and happy holidays to all.
  - For those that need masks we still have some at City Hall

#### **MEETING OPEN TO THE PUBLIC (With 3-minute time limit)**

- **Marcie Gooden-94XX Duenke**
  - Great meeting this evening and Happy Holidays to everybody and be safe.
  - I did miss the board meeting but from a taxpayer's perspective, the critical piece is engagement.
  - Whatever we can do as a community I will be all in.
  - Planning and zoning. As Alderman James Thomas stated is this a time to review the ordinance to see if we need to expand the members on that committee because we do need to pull in those peoples, citizens and residents who have the knowledge that can help. I think we can expand that ordinance by adding those two people and the committee can work together.
- **Wanda Lane-99XX Martingale Road**
  - You people are warming my heart because all I did was ask and you all answered.
  - Kudos there were more elective officials from Bellefontaine Neighbors than any other municipality that River Gardens School District serves.
  - Theresa and Ms. Marcie I appreciate your passion and just hoping you make the right decisions, and I will do everything I can to help you in those endeavors.
  - Three seats that will be on the April 4 election. Therefore, we really need people that have the heart and passion for the city.
  - Regarding Ms. Marcie's comment regarding Planning, Zoning, and not going to ask you attorney for an answer. I have always wondered if there is a Missouri revised statue, there is the city statue, and I know one outweighs or takes priority over the other. Missouri Statue is broader, and we do not follow it completely anyway because it states there should be no compensation for planning and zoning members, and we of course do. We do have a member that donates their energy and time and receives no compensation.

-I do agree when we have citizens that are interested showing some concerns. I think we should do everything that we can to embrace that. I hope we can come back and address that.

-Never judge a book by its cover.

**ADJOURNMENT:** Mayor called for a motion to adjourn, Alderman Alicia Smith made a motion to adjourn, second made by Alderwoman Alease Dailes -9:38 P.M.

**ATTEST:**

\_\_\_\_\_  
**Semmie Ruffin-Hall, City Clerk**

**Approved by the Board of Aldermen on** \_\_\_\_\_

# BELLEFONTAINE NEIGHBORS Check Detail

December 17, 2022 through January 3, 2023

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	45469	12/17/2022	CINTAS CORPORATION #731	1003.4 · OPERATING ACCT-NEW		-982.65
Bill		12/17/2022		5044 · OFFICE EXP	-982.65	982.65
					-982.65	982.65
Bill Pmt -Check	45483	12/19/2022	MC MECHANICAL SERVICES	1003.4 · OPERATING ACCT-NEW		-1,153.47
Bill	INV # 12454725	12/19/2022		5530 · CAPITAL EXPENSE	-1,153.47	1,153.47
					-1,153.47	1,153.47
Bill Pmt -Check	45486	12/19/2022	MISSOURI MUNICIPAL LEAGUE	1003.4 · OPERATING ACCT-NEW		-1,821.20
Bill	INV # 2447	12/19/2022		5011 · MEMBERSHIPS	-1,821.20	1,821.20
					-1,821.20	1,821.20
Bill Pmt -Check	45496	12/28/2022	GAMMA TREE SERVICE	1003.4 · OPERATING ACCT-NEW		-1,950.00
Bill	INV # 106929	12/28/2022		5330 · CAPITAL EXPENSE	-1,950.00	1,950.00
					-1,950.00	1,950.00
Bill Pmt -Check	45497	01/03/2023	A GRAPHIC RESOURCE, INC.	1003.4 · OPERATING ACCT-NEW		-4,060.00
Bill	INV # 122647	01/03/2023		5513 · OFFICE	-2,706.66	2,706.66
Bill	INV # 122647	01/03/2023		5053 · NEWSPAPER FUND	-1,353.34	1,353.34
					-4,060.00	4,060.00
Bill Pmt -Check	45514	01/03/2023	CARL WILLS	1003.4 · OPERATING ACCT-NEW		-1,000.00
Bill	TUITION REIMBURSE	01/03/2023		5016 · TUITION REIMBURSEMENT	-1,000.00	1,000.00
					-1,000.00	1,000.00
Bill Pmt -Check	45525	01/03/2023	OAKLEY FERTILIZER, INC.	1003.4 · OPERATING ACCT-NEW		-8,937.72

**BELLEFONTAINE NEIGHBORS**

**Check Detail**

December 17, 2022 through January 3, 2023

Bill	INV # F10743	01/03/2023	5626 · SALT & TAR	-2,241.40	2,241.40
Bill	INV # F10744	01/03/2023	5626 · SALT & TAR	-2,259.40	2,259.40
Bill	INV # F10748	01/03/2023	5626 · SALT & TAR	-2,224.31	2,224.31
Bill	INV # F10749	01/03/2023	5626 · SALT & TAR	-2,212.61	2,212.61
				<u>-8,937.72</u>	<u>8,937.72</u>
<b>Bill Pmt -Check</b>	<b>45532</b>	<b>01/03/2023</b>	<b>1003.4 · OPERATING ACCT-NEW</b>		<b>-531.32</b>
Bill		01/03/2023	5055.1 · ADMIN	-104.54	104.54
Bill		01/03/2023	5055.2 · POLICE	-322.24	322.24
Bill		01/03/2023	5055.3 · REC CENTER	-63.96	63.96
Bill		01/03/2023	5055.4 · STREET	-40.58	40.58
				<u>-531.32</u>	<u>531.32</u>
<b>Bill Pmt -Check</b>	<b>45535</b>	<b>01/03/2023</b>	<b>1003.4 · OPERATING ACCT-NEW</b>		<b>-3,000.00</b>
Bill	DECEMBER 2022	01/03/2023	5010.1 · CERTIFIED PUBLIC ACCOUNTA	-3,000.00	3,000.00
				<u>-3,000.00</u>	<u>3,000.00</u>
<b>TOTAL</b>		<b>10</b>			<b>\$23,436.36</b>



FOR NON-PAYMENT CORRESPONDENCE:  
 CINTAS CORPORATION #0731 0731  
 6200 OLIVE BLVD.  
 UNIVERSITY CITY MO 63130

PAYMENT INQUIRY # 314-862-1010  
 SERVICE QUESTIONS # 314-862-1010  
 PAYER # 13715108  
 STATEMENT DATE 11/30/2022

## ACCOUNT STATEMENT

A clean, safe business is essential. We're READY™ to help.



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 Scan or visit [Cintas.com/myAccount](https://Cintas.com/myAccount)

3125486 01AB0491 \*AUTO 180881263137-1899-11 -C03-P25-196- RE



CITY OF BELLEFONTAINE  
 9641 BELLEFONTAINE  
 SAINT LOUIS MO 63137-1899



DATE	SOLD-TO	DESCRIPTION	REFERENCE	AMOUNT DUE	DUE DATE
10/03/2022	13695920		4133150894	\$ 196.53	11/10/2022
10/17/2022	13695920		4134515323	\$ 196.53	11/10/2022
10/31/2022	13695920		4135882091	\$ 196.53	11/10/2022
11/14/2022	13695920		4137298535	\$ 196.53	12/10/2022
11/28/2022	13695920		4138604799	\$ 196.53	12/10/2022

CURRENT	1 - 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91+ DAYS	TOTAL DUE
\$393.06	\$589.59	\$0.00	\$0.00	\$0.00	\$982.65

RECEIVED BY  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 12/16/22  
 FOR: Admin DEPT  
 APPROVED  
 FOR PAYMENT *[Signature]*  
 AMOUNT \$ 982.65  
 ACC# 5014

MC Mechanical Service  
405 Biltmore Drive  
Fenton, MO 63026  
314-968-8400



Bill To  
City of Bellefontaine Neighbors  
9669 Bellefontaine Road  
St. Louis, MO 63137

<b>Invoice No.</b>	<b>12454725</b>	<b>Service Location</b>	Bellefontaine Recreational Center
<b>Invoice For</b>	Service Call Job #27343913 (11/22/2022)		9669 Bellefontaine Road
<b>Transaction Date</b>	12/15/2022		St. Louis, MO 63137
<b>Due Date</b>	1/14/2023 (Net 30)		

**Notes**

Boiler going out on flame failure.  
Onsite Contact 314-565-8470

Technicians: Kevin Hendershot

11/22/22 checked out boiler. Checked operation of boiler and checked all safety's and controls. Tested boiler at high fire and low fire. Changed out two flame sensors and igniter. Checked pump and added grease fittings to motor and greased bearings.  
Checked on a ahu unit tripping freeze stat and controls were turning heat off overnight and it was tripping freeze stat overnight. Customer will let us know if they have a problem with ahu in the future.

Code	Item	Svc	Qty	Unit Price	Amt
L REG	LABOR	HVAC	6	\$114.00	\$684.00
MTL-	Flame rods and ignitor	BOILER	1	\$424.47	\$424.47
TRUCK	TRUCK CHARGE	HVAC	1	\$45.00	\$45.00
<b>GRAND TOTAL</b>					<b>\$1,153.47</b>

**Terms & Conditions**

**NOTICE TO OWNER**

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo, TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT, FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

12/16/22  
Paid ✓  
Agreed  
1,153.47  
Building Department



# Missouri Municipal League

1727 Southridge Dr.  
Jefferson City, MO 65109  
(573) 635-9134

# INVOICE

**Invoice Number** 2447  
**Account** 10510549  
**Invoice Date** 12/2/2022  
**Due Date** 1/1/2023

**Bill To:** City of Bellefontaine Neighbors  
9641 Bellefontaine Rd  
Saint Louis, MO 63137-1899  
UNITED STATES

**Description:** Municipal Membership Fee for the period from Jan 1, 2023 through Dec 31, 2023

Qty	Description	Unit Price	Extended Amount
1	Municipal Membership Fee	1,821.20	1,821.20

<b>Subtotal</b>	1,821.20
<b>Invoice Total</b>	<u>1,821.20</u>
<b>Payments</b>	0.00
<b>Balance</b>	<u>1,821.20</u>

RECEIVED BY  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 12/13/22  
 FOR: Neighbors DEPT  
 APPROVED FOR PAYMENT: *[Signature]*  
 AMOUNT \$: 1,821.20

Acct # 5011



Complete Care of Shade Trees  
and Ornamental Plants



PO BOX 411483  
Creve Coeur, MO 63141  
314-725-6159

Insured

Office 314-725-6159  
Fax 314-725-6022

## Invoice

City of Bellefontaine Neighbors  
Jeff Ross  
9641 Bellefontaine Rd.  
St. Louis MO 63137

DATE	PO #	INVOICE #
12/21/2022		106929

Due	Terms
12/22/2022	Due upon receipt

Job Name	Job Site	Phone	Salesperson	Total Due
of Bellefontaine Neighbors 20221	921 Fontaine Pl	867-0076	Tom Gamma	\$1,950.00

#	Item	Service Description	Completed	Tax	Qty	Price
1	(Item #1) REMOVAL	Remove a large Pin Oak tree to the left of the house and cut off stump near to ground. Haul debris.	12/17/2022	0.00 %	0.00	\$1,950.00

Thank you,  
Tom Gamma

RECEIVED BY	
CITY OF BELLEFONTAINE NEIGHBORS	
DATE: 12/21/22	
FOR: [Signature]	DEPT:
APPROVED FOR PAYMENT: [Signature]	
AMOUNT \$ 1,950.00	

Subtotal: \$1,950.00  
Tax: \$0.00  
Total: \$1,950.00  
  
Paid: \$0.00  
Balance: \$1,950.00

Acct# 5330

PAYMENT DUE UPON RECEIPT





A Graphic Resource, Inc.  
WBE CERTIFIED

# INVOICE

INVOICE NO: 122647  
PAYMENT DUE: Net 30 Days  
AGR FILE NO: 23017-M

<b>SOLD TO:</b> City of Bellefontaine Neighbors ATTN: Accounts Payable 9641 Bellefontaine Road St. Louis County, MO 63137	<b>SHIP TO:</b> 4,534 ailed 12/7/22 566 Del'd to Jimmy Kirincih 12/8/22: 9641 Bellefontaine Road St. Louis County, MO 63137
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ACCOUNT	SLS	PURCHASE ORDER NO.	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
C282	132		12/7/22	Net 30 Days	12/19/22	1

INVOICE DESCRIPTION	EXTENDED PRICE
---------------------	----------------

DESCRIPTION: Bellefontaine Neighbors Newsletter & Activity Guide  
ISSUE: Winter 2023  
QTY: 5M @ \$4,060.00  
POSTAE @ \$909.73 - Ref: AGR Inv 122555, dated 11/14/22; Client Paid 11/30/22

4,060.00

Parks - \$ 2,706.66 - Marketing & Advertising (5513)  
Admin - \$ 1,353.34 - Account (5053)

*Emme Ruffin Hall*

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**A WBE Certified Corporation**

Please Remit to:

## A GRAPHIC RESOURCE, INC

8330 WATSON ROAD, SUITE 110 • ST. LOUIS, MISSOURI 63119  
(314) 729-1600 • 800-500-4110 • FAX (314) 729-1616 • [agraphic@earthlink.net](mailto:agraphic@earthlink.net)

Subject to Terms and Conditions on both sides of this Invoice.

SALES AMOUNT	4,060.00
SALES TAX	
<b>Please Pay This Amount</b>	<b>\$4,060.00</b>

## Reimbursement for Educational Expense Approval Form

### Policy

---

The City will reimburse full-time regular employees up to a maximum of \$1000 per year for tuition for approved educational courses. The City reserves the right to change the amount of its contribution.

The general conditions which must be met for reimbursement for educational expenses are as follows:

To be eligible for reimbursement, specific educational courses, or under-graduate or graduate degree programs under which courses are taken, must relate directly to an employee's job responsibilities and courses must be approved in advance for reimbursement by the Mayor and department head.

To be eligible for reimbursement, a grade of "C" or better will be required for each course taken.

Although prior approval may have been obtained, no reimbursement will be made for courses taken for which an employee has received a grade below "C" or for courses for which no grade point value was given, such as deferred or incomplete grades or audited courses.

Some courses, such as those offered through community education courses, and continuing education programs at community colleges, do not provide a grade for student course work. In such a case, the employee must produce proof of successful completion of this course. This proof can include a course certification or written documentation from the course instructor. In addition, the employee will need to provide certification from the instructor that the employee attended at least 80% of the scheduled classes.

In exchange for reimbursement of educational expenses, an employee shall agree to make a commitment to remain a full-time regular employee of the City for one year from the date of completion of the course work for which each reimbursement has been given.

In the event an employee leaves the service of the City, for any reason, within one year from the date of completion of the course work for which reimbursement has been given, the employee shall repay the City one-quarter of the sum the City has paid for each three month period, or portion thereof, less than one year that the employee does not remain in service to the City. Failure to repay the City for educational expenses paid under the conditions of the paragraph above may result in the withholding of compensation or benefits due the employee at the time of separation.

### Approval

---

Date of Application:

August 11, 2022

Employee Name:

Carl W Willis

Educational Program (if applicable):

Master of Science in Strategic Leadership

Estimated date of completion:

November 13, 2022

Course Title(s):

Issues in Strategic Leadership  
Strategic Leadership in Context (capstone)

Approved by Department Head:

Approved by Mayor:

[Signature]  
[Signature]

I understand and acknowledge the information contained herein.

Carl W Willis

Employee Name Print

[Signature]

Employee Name Signature

Reimbursement for Educational Expense Submission Form

Employee:

Date of Submission: 11-22-2022  
Employee Name: Carl W. Willis  
Date of Course Completion: 11-13-2022

*Documentation identifying coursework and successful completion, along with initial proof of payment, must be attached to this document by the employee.*

Department Head

*Documentation identifying coursework and successful completion, along with initial proof of payment, must be attached to this document and reviewed by the Department Head.*

Successful Completion Compliant:

- Yes  
 No

State the reason if not compliant:

N/A

Received by (Department Head):  Date: 11/30/2022

Mayor

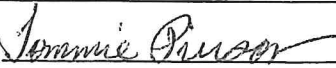
*Documentation identifying coursework and successful completion, along with initial proof of payment, must be attached to this document and reviewed by the Mayor.*

Employee eligible for reimbursement:

- Yes - amount: \$ 1,000<sup>00</sup>  
 No

State the reason if the employee is not eligible:

\_\_\_\_\_  
\_\_\_\_\_

Mayor:  Date: 12-21-22

# OAKLEY FERTILIZER, INC.

P.O. BOX 17880  
NORTH LITTLE ROCK, AR 72117  
800-723-0309 or 501-945-0875  
Fax # +1(501)945-3731

**Sold To:**

CITY OF BELLEFONTAINE NEIGHBOR  
9641 BELLEFONTAINE RD  
SAINT LOUIS, MO 63137-1818  
Account # **0008425**

Invoice #	<b>F10743</b>
Invoice Date	<b>11/29/2022</b>
Terms	<b>NET 30 DAYS</b>
Due Date	<b>12/29/2022</b>
SO Number	<b>SORC0138</b>
Release Number	<b>RCSTLRS0676</b>
<b>PO Number</b>	<b>003851</b>
Ticket Number	<b>70034065</b>
Destination	<b>SAINT LOUIS, MO</b>

## Sales Invoice - Order

When	Description	Units	BKO	UOM	Price	Discount	Amount
11/29/2022	ROCK SALT	24.9100	0.0000	Tons	\$89.98	\$0.00	\$2,241.40
11/29/2022	TONNAGE TAX-BUYER'S OBLIGATION	24.9100	0.0000	Tons	\$0.00	\$0.00	\$0.00
<b>Total Due</b>							<b>\$2,241.40</b>

RECEIVED BY  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 12/20/22  
 FOR Paul DEPT  
 APPROVED: [Signature]  
 FOR PAYMENT  
 AMOUNT: 2,241.40

*Acc # 5340-5694*

REMIT AND MAKE PAYABLE TO:  
OAKLEY FERTILIZER, INC.  
P.O. BOX 17880  
NORTH LITTLE ROCK, AR 72117

Bank of America  
ACH Payments use ABA 082000073  
Wire Payments use ABA 026009593  
Swift Code BOFAUS3N  
Account # 487001622411

# OAKLEY FERTILIZER, INC.

P.O. BOX 17880  
NORTH LITTLE ROCK, AR 72117  
800-723-0309 or 501-945-0875  
Fax # +1(501)945-3731

Invoice #	<b>F10744</b>
Invoice Date	<b>11/29/2022</b>
Terms	<b>NET 30 DAYS</b>
Due Date	<b>12/29/2022</b>
SO Number	<b>SORC0138</b>
Release Number	<b>RCSTLRS0677</b>
PO Number	<b>003851</b>
Ticket Number	<b>70034075</b>
Destination	<b>SAINT LOUIS, MO</b>

**Sold To:**

CITY OF BELLEFONTAINE NEIGHBOR  
9641 BELLEFONTAINE RD  
SAINT LOUIS, MO 63137-1818  
Account # **0008425**

## Sales Invoice - Order

When	Description	Units	BKO	UOM	Price	Discount	Amount
11/29/2022	ROCK SALT	25.1100	0.0000	Tons	\$89.98	\$0.00	\$2,259.40
11/29/2022	TONNAGE TAX-BUYER'S OBLIGATION	25.1100	0.0000	Tons	\$0.00	\$0.00	\$0.00

**Total Due \$2,259.40**

RECEIVED BY ✓  
CITY OF BELLEFONTAINE NEIGHBORS  
DATE: 12/30/22  
FOR STREET DEPT.  
APPROVED [Signature]  
FOR PAYMENT [Signature]  
AMOUNT \$ 2,259.40

*Acct # 5684*

REMIT AND MAKE PAYABLE TO:  
OAKLEY FERTILIZER, INC.  
P.O. BOX 17880  
NORTH LITTLE ROCK, AR 72117

Bank of America  
ACH Payments use ABA 082000073  
Wire Payments use ABA 026009593  
Swift Code BOFAUS3N  
Account # 487001622411

**OAKLEY FERTILIZER, INC.**

P.O. BOX 17880  
 NORTH LITTLE ROCK, AR 72117  
 800-723-0309 or 501-945-0875  
 Fax # +1(501)945-3731

**Sold To:**

CITY OF BELLEFONTAINE NEIGHBOR  
 9641 BELLEFONTAINE RD  
 SAINT LOUIS, MO 63137-1818  
 Account # **0008425**

Invoice #	<b>F10748</b>
Invoice Date	<b>11/29/2022</b>
Terms	<b>NET 30 DAYS</b>
Due Date	<b>12/29/2022</b>
SO Number	<b>SORC0144</b>
Release Number	<b>RCSTLRS0684</b>
PO Number	<b>003851</b>
Ticket Number	<b>70034101</b>
Destination	<b>SAINT LOUIS, MO</b>

**Sales Invoice - Order**

When	Description	Units	BKO	UOM	Price	Discount	Amount
11/29/2022	ROCK SALT	24.7200	0.0000	Tons	\$89.98	\$0.00	\$2,224.31
11/29/2022	TONNAGE TAX-BUYER'S OBLIGATION	24.7200	0.0000	Tons	\$0.00	\$0.00	\$0.00
<b>Total Due</b>							<b>\$2,224.31</b>

RECEIVED BY ✓  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 12/13/2022  
 FOR Spice DEPT  
 APPROVED [Signature]  
 FOR PAYMENT  
 AMOUNT \$ 2224.31

*Acct #5626*

**REMIT AND MAKE PAYABLE TO:**  
 OAKLEY FERTILIZER, INC.  
 P.O. BOX 17880  
 NORTH LITTLE ROCK, AR 72117

Bank of America  
 ACH Payments use ABA 082000073  
 Wire Payments use ABA 026009593  
 Swift Code BOFAUS3N  
 Account # 487001622411

# OAKLEY FERTILIZER, INC.

P.O. BOX 17880  
 NORTH LITTLE ROCK, AR 72117  
 800-723-0309 or 501-945-0875  
 Fax # +1(501)945-3731

**Sold To:**

CITY OF BELLEFONTAINE NEIGHBOR  
 9641 BELLEFONTAINE RD  
 SAINT LOUIS, MO 63137-1818  
 Account # **0008425**

Invoice #	<b>F10749</b>
Invoice Date	<b>11/29/2022</b>
Terms	<b>NET 30 DAYS</b>
Due Date	<b>12/29/2022</b>
SO Number	<b>SORC0138</b>
Release Number	<b>RCSTLRS0680</b>
<b>PO Number</b>	<b>003851</b>
Ticket Number	<b>70034102</b>
Destination	<b>SAINT LOUIS, MO</b>

## Sales Invoice - Order

When	Description	Units	BKO	UOM	Price	Discount	Amount
11/29/2022	ROCK SALT	24.5900	0.0000	Tons	\$89.98	\$0.00	\$2,212.61
11/29/2022	TONNAGE TAX-BUYER'S OBLIGATION	24.5900	0.0000	Tons	\$0.00	\$0.00	\$0.00

**Total Due \$2,212.61**

RECEIVED BY ✓  
 CITY OF BELLEFONTAINE NEIGHBORS  
 DATE: 12/13/22  
 FOR: *Street* DEPT  
 APPROVED FOR PAYMENT: *[Signature]*  
 AMOUNT: 2212.61

*Acct # 5626*

**REMIT AND MAKE PAYABLE TO:**  
 OAKLEY FERTILIZER, INC.  
 P.O. BOX 17880  
 NORTH LITTLE ROCK, AR 72117

Bank of America  
 ACH Payments use ABA 082000073  
 Wire Payments use ABA 026009593  
 Swift Code BOFAUS3N  
 Account # 487001622411





PO BOX 489  
NEWARK, NJ 07101-0489

RECEIVED  
DEC 27 2022  
BY: .....

Manage Your Account	Account Number	Date Due
b2b.verizonwireless.com	242398320-00001	12/24/22
Change your address at <a href="http://sso.verizonenterprise.com">http://sso.verizonenterprise.com</a>	Invoice Number	9921816348

00009676/3920/ 1.654/MB/45227847.7

### Quick Bill Summary

Nov 02 - Dec 01



BELLEFONTAINE NEIGHBORS  
9641 BELLEFONTAINE RD  
SAINT LOUIS, MO 63137-1818

00009676  
MSP 233

Previous Balance <i>(see back for details)</i>	\$531.32
Payment - Thank You	-\$586.66
<b>Credit Balance</b>	<b>-\$55.34</b>
Monthly Charges	\$577.83
Usage and Purchase Charges	
Voice	\$0.00
Messaging	\$0.00
Data	\$0.00
Surcharges and Other Charges & Credits	\$8.83
Taxes, Governmental Surcharges & Fees	\$0.00
<b>Total Current Charges</b>	<b>\$586.66</b>

RECEIVED BY  
CITY OF BELLEFONTAINE NEIGHBORS  
DATE: 12/30/22  
FOR \_\_\_\_\_ DEPT \_\_\_\_\_  
APPROVED FOR PAYMENT *Samuel Ruppel*  
AMOUNT \$ \_\_\_\_\_

**Total Charges Due by December 24, 2022 \$531.32**

*Lin - \$104.54  
Acct # 5025/5055 1  
Police - \$377.58  
Acct # 5055.3  
\$323.24*

*Rec Center - \$43.94  
Acct # 5055.3  
Street - \$40.58  
Acct # 5055.4*

Pay from phone #PMT (#768)	Pay on the Web At b2b.verizonwireless.com	Questions: 1.800.922.0204 or *611 from your phone
-------------------------------	--	--



BELLEFONTAINE NEIGHBORS  
9641 BELLEFONTAINE RD  
SAINT LOUIS, MO 63137-1818

Bill Date December 01, 2022  
Account Number 242398320-00001  
Invoice Number 9921816348

### Total Amount Due by December 24, 2022

Make check payable to Verizon Wireless.  
Please return this remit slip with payment. **\$531.32**

\$ 5 3 1 . 3 2

PO BOX 16810  
NEWARK, NJ 07101-6810



99218163480102423983200000100000058666000000531324



**ROGNAN & ASSOCIATES**  
 Certified Public Accountants/International Consultants  
 616 Applecross Ct.  
 Saint Louis, MO 63021  
 Telephone (636) 391-9831  
 Fax (636) 391-9835  
 "Client Service Driven"  
 Website: Rognanandassociates.com

January 1, 2023

Mayor & Board of Alderpersons  
 City of Bellefontaine Neighbors  
 9641 Bellefontaine Road  
 St. Louis Missouri 63137

**PROFESSIONAL SERVICES RENDERED - MONTHLY FINANCIAL STATEMENT PREPARATION**

Pursuant to our contractual agreement, on June 2022, we have prepared the unaudited general-purpose financial statements for the City as of and for the year ended June 30, 2023. This statement is for the month of December:

Professional fees for services rendered	\$3,000
	=====

This invoice is payable upon receipt. We would like to thank you for the opportunity to serve you.

Sincerely,

Richard A. Rognan, CPA  
 Managing Partner

<b>RECEIVED BY</b>	
<b>CITY OF BELLEFONTAINE NEIGHBORS</b>	
DATE: <u>1.13.23</u>	
FOR: <u>Budget</u>	DEPT
APPROVED FOR PAYMENT	
AMOUNT \$ <u>3000.00</u>	

*Acct# 5010.1*

## Semmie Ruffin-Hall

---

**From:** Jennie <jpstewart1@sbcglobal.net>  
**Sent:** Friday, December 16, 2022 8:52 PM  
**To:** Semmie Ruffin-Hall; Tommie Pierson  
**Cc:** Lynn Gordon; Lynn Gordon  
**Subject:** Resignation

I am resigning as Chairperson of the Image and Beautification Board effective December 31, 2022. I have served on this Board since its inception in May of 1998; to be exact 23 years and eight months. Eighteen of those years has been as Chairperson. Now, it's time for me to step aside and allow someone else an opportunity to take the helm and lead.

Lynn Gordon, who is a current member of the Board, has so graciously agreed to serve as the next Chairperson. She has served on this Board for several years and I have full confidence that she will do a great job. I plan to remain on the Board as a member and help in whatever capacity that I can. Currently, there are seven members, but we need one more person to volunteer.

By the way, the Board has already met for the last time in 2022. The next meeting will be in March of 2023. Please let me know if Lynn will need to be appointed by the Board of Aldermen/Alderwomen.

Thank you so much.



I will trust Jesus  
I am a servant & friend of the Lord  
Always  
Jennie  
[JPSTEWART1@sbcglobal.net](mailto:JPSTEWART1@sbcglobal.net)

## **City of Bellefontaine Neighbors RFP Index**

1. Question Master Sheet
2. Commerce Summary
3. Commerce Fees
4. Busey Summary
5. Busey Fees
6. Simmons Summary
- 7-8. Simmons Fees
9. Simmons Funds Availability Policy
10. Regions Summary
11. Regions Fees

# Question Master Sheet

<p>A. Please check each service a bank will provide</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Serve as a depository for all the City's Funds</li> <li><input type="checkbox"/> Sort checks in numerical order</li> <li><input type="checkbox"/> Provide wire transfers on request both in and out</li> <li><input type="checkbox"/> Make available investment counseling</li> <li><input type="checkbox"/> Accept night deposits</li> <li><input type="checkbox"/> Allow stop payments</li> <li><input type="checkbox"/> Provide account analysis upon request</li> <li><input type="checkbox"/> Furnish monthly bank statements by the 5th of the month</li> <li><input type="checkbox"/> Provide online account access to view and verify up-to-date account balance and account activity</li> <li><input type="checkbox"/> Provide at least four (4) teller scanner for City departments nightly deposits</li> </ul>	<p>B. What type of securities will the institution provide as collateral?</p>	<p>C. Will credit for all deposits be given on the day of the deposit? _____ if yes, when is the latest time the deposit can be made to receive credit? _____</p>
<p>D. Will a Money Market account and a general checking account be made available and what percentage rate will each account earn?</p> <p>Money Market _____</p> <p>General Checking _____</p> <p>Will these be variable rates or fixed rates?</p>	<p>E. Does the bank agree to lend money on tax anticipation notes in accordance to state law? _____</p>	<p>F. What fees are associated with a checking account or a money market account? (please attach as a separate addendum)</p>
<p>G. In the event in any changes in banking laws or regulations, how will the bank make those available?</p>	<p>H. Will all checks be exempt from a service charge? _____ if not, please indicate the bank's structure of account services.</p>	<p>I. What is the interest on savings, checkings, and money market accounts? Is the interest rate fixed or does it flex with the market?</p>

# Commerce Bank

<p>A. Please check each service a bank will provide</p> <ul style="list-style-type: none"> <li>X Serve as a depository for all the City's Funds</li> <li>X Sort checks in numerical order</li> <li>X Provide wire transfers on request both in and out</li> <li>X Make available investment counseling</li> <li>X Accept night deposits</li> <li>X Allow stop payments</li> <li>X Provide account analysis upon request</li> <li>X Furnish monthly bank statements by the 5th of the month</li> <li>X Provide online account access to view and verify up-to-date account balance and account activity</li> <li>X Provide at least four (4) teller scanner for City departments nightly deposits</li> </ul>	<p>B. What type of securities will the institution provide as collateral?</p> <ul style="list-style-type: none"> <li>• Primarily uses US Government Agency Bonds as collateral</li> <li>• Utilized repo sweep as method of collateralization</li> <li>• Monthly repo interest summary is available to download from Commerce Connections</li> </ul>	<p>C. Will credit for all deposits be given on the day of the deposit? Yes. If yes, when is the latest time the deposit can be made to receive credit? 5pm</p>
<p>D. Will a Money Market account and a general checking account be made available and what percentage rate will each account earn?</p> <p>Money Market 0.08% December 2022</p> <p>General Checking *</p> <p>Will these be variable rates or fixed rates? Variable</p> <p>*Repo sweep rate equal to 50% of Federal Funds Interest on Reserve Balances (3.9% December 2022). This floating repo rate is 1.8% with a monthly \$150 monthly swap fee per account. IORB available at <a href="http://fred.stlouisfed.org/series/IORB">fred.stlouisfed.org/series/IORB</a></p>	<p>E. Does the bank agree to lend money on tax anticipation notes in accordance to state law? Yes, but with exception.</p>	<p>F. What fees are associated with a checking account or a money market account? (please attach as a separate addendum)</p> <p>Please refer to the Small Business Checking Fee Schedule attached</p>
<p>G. In the event in any changes in banking laws or regulations, how will the bank make those available?</p> <p>Bank Statements, website, and at branches</p>	<p>H. Will all checks be exempt from a service charge? No If not, please indicate the banks structure of account services.</p> <p>300 free Total Transactions per account. 50 cents for additional items.</p>	<p>I. What is the interest on savings, checkings, and money market accounts? Is the interest rate fixed or does it flex with the market?</p> <p>Money Market 0.08% December 2022 *</p> <p>Savings</p> <p>*Identical to note on question D</p>

# Small Business Checking Fee Schedule

	myBusiness Checking	myBusiness Select Checking	Small Business Options <sup>SM</sup> Checking
Minimum Deposit to Open	\$100	\$100	\$100
Normal Monthly Service Charge	\$5	\$9	\$25
Normal Service Charge Waived if:	Small business owner has an open qualifying personal checking account <sup>1</sup>	\$2,500 minimum daily balance <sup>2</sup> OR maintain total deposit balances <sup>3</sup> of \$5,000	Maintain total deposit balances <sup>3</sup> of \$25,000 OR Maintain total loan balances <sup>4</sup> of \$25,000 OR Maintain total combined deposit and loan balances <sup>4</sup> of \$40,000

## Transaction Charges<sup>5</sup>

	myBusiness Checking	myBusiness Select Checking	Small Business Options <sup>SM</sup> Checking
Debits/Credits/Deposited Items	25 FREE Total	150 FREE Total	300 FREE Total
Additional Items	50¢ per item	50¢ per item	50¢ per item
Business Visa <sup>®</sup> Debit Card	FREE	FREE	FREE
Small Business Online Banking	FREE	FREE	FREE
FREE Cash Deposits	Up to \$5,000 total per cycle	Up to \$10,000 total per cycle	Up to \$20,000 total per cycle

## Statement Choices

Account Statement	myBusiness Checking	myBusiness Select Checking	Small Business Options <sup>SM</sup> Checking
Account Statement	Monthly Cycle	Monthly Cycle	Monthly Cycle
Paper Statements	\$5 per month	\$5 per month	\$5 per month
Paperless	FREE	FREE	FREE

## Other Services<sup>6,7,8</sup>

Balance Checkbook/Account Research	\$25 per hour (min \$12.50)
Cash Deposits	15¢ per \$100
Cashier's Check - Customer	\$8 each
Cashier's Check - Non-customer	\$10 each
Money Orders	\$5 each
ATM Transaction Charge: Withdrawal, Transfer, Balance Inquiry	
Commerce Bank ATM Network	Free
Non-Commerce Bank ATM	\$2.95 per transaction
Check Copies	\$3.50 per item
Collection Items	\$20 per item
Overdraft/Insufficient Funds	\$36 per item

Dormant Account <sup>9</sup>	\$8 per month
International ACH Debits	\$3.50 each
Credits	\$3.50 each
Overdraft Transfer Fee	\$13 each
Returned Deposited Item	\$11 per item
Statement Ordered (Additional)	\$7 each
Stop Payment	\$36 each
Stop Payment via Online Banking	\$30 each
Wire Transfer	
Incoming	\$14 each
Outgoing	\$45 each
USD International	\$65 each
Foreign Currency International	\$45 each

## Additional Business Services

Business Debit Card
Business Loans
Business Rewards Card
CashFlow Complete
Health Savings Accounts
Merchant Card Processing
Online Services
Remote Deposit



# Busey Bank

<p>A. Please check each service a bank will provide</p> <ul style="list-style-type: none"> <li>X Serve as a depository for all the City's Funds</li> <li>X Sort checks in numerical order</li> <li>X Provide wire transfers on request both in and out</li> <li>X Make available investment counseling</li> <li>X Accept night deposits</li> <li>X Allow stop payments</li> <li>X Provide account analysis upon request</li> <li>X Furnish monthly bank statements by the 5th of the month</li> <li>X Provide online account access to view and verify up-to-date account balance and account activity</li> <li>X Provide at least four (4) teller scanner for City departments nightly deposits</li> </ul>	<p>B. What type of securities will the institution provide as collateral?</p> <ul style="list-style-type: none"> <li>• Collateralized according to 110.010, 110.020, and 30.270 of Revised Statutes of MO</li> <li>• At no time will the shall the market value of the securities pledged, less FDIC insurance, be less than 100% of the amount on deposit.</li> <li>• Securities pledged report provided at end of month and by request.</li> <li>• Report contains pledged securities itemized by, Security Description, Cusip Number, Safekeeping Agent, Par Value, Market Value at Month End, and Maturity Date</li> <li>• Custodian for collateral is Federal Home Loan Bank of Chicago</li> </ul>	<p>C. Will credit for all deposits be given on the day of the deposit? YES. If yes, when is the latest time the deposit can be made to receive credit? 5pm CT</p>				
<p>D. Will a Money Market account and a general checking account be made available and what percentage rate will each account earn?</p> <p>Money Market 80% of Federal Funds Target Rate General Checking 40% of Federal Funds Target Rate</p> <p>Will these be variable rates or fixed rates?</p> <p>Federal Fund Effective rate available at <a href="https://www.newyorkfed.org/markets/reference-rates/effr">https://www.newyorkfed.org/markets/reference-rates/effr</a></p>	<p>E. Does the bank agree to lend money on tax anticipation notes in accordance to state law? Yes</p>	<p>F. What fees are associated with a checking account or a money market account? (please attach as a separate addendum)</p> <p style="text-align: center;">Attached on Appendix A</p>				
<p>G. In the event in any changes in banking laws or regulations, how will the bank make those available?</p> <p>In writing as well as verbally</p>	<p>H. Will all checks be exempt from a service charge? No. If not, please indicate the banks structure of account services.</p> <p>Busey Bank will work the City to structure accounts and activity to reduce fees.</p>	<p>I. What is the interest on savings, checkings, and money market accounts? Is the interest rate fixed or does it flex with the market?</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Money Market</td> <td style="width: 50%;">80% of Federal Funds Target Rate</td> </tr> <tr> <td>Savings</td> <td>40% of Federal Funds Target Rate</td> </tr> </table>	Money Market	80% of Federal Funds Target Rate	Savings	40% of Federal Funds Target Rate
Money Market	80% of Federal Funds Target Rate					
Savings	40% of Federal Funds Target Rate					



## Appendix A

### Account Service Fees

ACH Incoming Transactions	\$0.17
Analysis – Monthly Maintenance Fee	\$20.00
Auditors Bank Confirmation	\$20.00
BAI File Service (SFTP Fee Separate)	\$50.00
Checks Paid	\$0.18
Deposit Transaction	\$0.50
Deposited Per Item	\$0.13
Dormant Account Fee – Monthly	\$5.00
EDI File Service - Monthly	\$25.00
Escheat Account Fee	\$75.00
Foreign Deposited Item	\$10.00
Image CD Fee – Annual	Varies
Image CD Fee – Monthly	\$30.00
Money Service Business Compliance Fee	\$750.00
Night Drop Bag – Locking	\$25.00
Night Drop Bag – Standard Zipper	\$5.00
Overdraft	\$35.00
Paper Statement	\$2.00
Research – Per Hour	\$20.00
Returned Deposited Item	\$10.00
Returned Mail Fee – Monthly	\$2.00
Special Statement Cut	\$5.00
Stop Payment	\$35.00
Commercial Online Banking Platform	\$15.00
ACH Origination Service	\$30.00
ACH Originated Transaction	\$0.15
Same-Day ACH Originated Transaction	\$1.00
Incoming Wire (Domestic & International)	\$15.00
Remote Deposit Capture Service	\$60.00
ACH & Check Positive Pay Service Bundle	\$50.00

Busey

# Simmons Bank

<p>A. Please check each service a bank will provide</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Serve as a depository for all the City's Funds</li> <li><input checked="" type="checkbox"/> Sort checks in numerical order</li> <li><input checked="" type="checkbox"/> Provide wire transfers on request both in and out</li> <li><input checked="" type="checkbox"/> Make available investment counseling</li> <li><input checked="" type="checkbox"/> Accept night deposits</li> <li><input checked="" type="checkbox"/> Allow stop payments</li> <li><input checked="" type="checkbox"/> Provide account analysis upon request</li> <li><input checked="" type="checkbox"/> Furnish monthly bank statements by the 5th of the month</li> <li><input checked="" type="checkbox"/> Provide online account access to view and verify up-to-date account balance and account activity</li> <li><input checked="" type="checkbox"/> Provide at least four (4) teller scanner for City departments nightly deposits</li> </ul>	<p>B. What type of securities will the institution provide as collateral?</p> <p style="padding-left: 20px;">Securities, insured cash sweep - sample agreements enclosed</p>	<p>C. Will credit for all deposits be given on the day of the deposit? NA If yes, when is the latest time the deposit can be made to receive credit? 6pm CST * please refer to funds availability policy</p>
<p>D. Will a Money Market account and a general checking account be made available and what percentage rate will each account earn?</p> <p>Money Market _____</p> <p>General Checking _____</p> <p>Will these be variable rates or fixed rates?</p> <p>Accounts will have an earnings credit rate. Proposed ECR is 0.25%</p>	<p>E. Does the bank agree to lend money on tax anticipation notes in accordance to state law? Yes.</p>	<p>F. What fees are associated with a checking account or a money market account? (please attach as a separate addendum)</p> <p style="text-align: center;">Attached</p>
<p>G. In the event in any changes in banking laws or regulations, how will the bank make those available? Yes.</p>	<p>H. Will all checks be exempt from a service charge? No. If not, please indicate the banks structure of account services.</p> <p>Your accounts will have an ECR "earnings credit rate" that helps offset your service charge</p>	<p>I. What is the interest on savings, checkings, and money market accounts? Is the interest rate fixed or does it flex with the market?</p> <p>All rates are open for discussion</p>



## SCHEDULE OF FEES & CHARGES

<b>1. Wire Transfers:</b>	
Wire Transfer - Incoming	\$15.00
Wire Transfer - Outgoing Domestic	\$25.00
Wire Transfer - Outgoing International	\$75.00
<b>2. Transfers between Simmons Bank Accounts:</b>	
ATM, Voice Response or Internet Banking	No Charge
Automated OD Protection Sweep Transfer	\$10.00
Telephone Transfer Request	\$3.00
One-Way Sweep (monthly fee)	\$25.00
<b>3. Negotiable Instruments: Cashier's Check/Official Checks</b>	\$6.00 (each)
<b>4. Check Fees:</b>	
Cashing Simmons Bank Checks	No Charge
Return of Deposited Item	\$10.00
<b>5. Collection Fees (per item plus all other expenses):</b>	
Checks, Drafts, Bonds, Coupons, Oil & Gas Leases	\$10.00
International Items	\$30.00
<b>6. Signature Guarantees (per item):</b>	\$20.00
<b>7. Statements: Interim, Temporary, Reprint, or Duplicate</b>	\$5.00
<b>8. Returned Mail Fee (monthly fee):</b>	\$10.00
<b>9. Research/Account Reconciliation:</b>	
Per Hour Fee (one hour minimum)	\$25.00
Copies (per page)	\$2.00
<b>10. Safe Deposit Box Services:</b>	
Annual Fee	Varies by Size
Late Fee (fee applied if 30 days past due)	\$10.00
Drill Fee (plus all other expenses)	\$75.00
Lost Key Fee	\$25.00
<b>11. ATM Fees/Debit Card Fees:</b>	
Withdrawal at a Simmons Bank ATM	Customers: No charge Non-Customers: \$3.00
Withdrawal at a non-Simmons Bank ATM	\$2.00
Balance Inquiry at a non-Simmons Bank ATM	\$2.00
ATM Card/Debit Card Replacement Fee	\$5.00
Debit Card Rush Fee	\$60.00
Manual Cash Advance using Debit Card	\$2.00
International Purchase Transaction Fee (ISA/CCA)	3% of transaction amount

**SCHEDULE OF FEES & CHARGES**

<b>12. Night Deposit Services:</b>	
Lock Bag (each)	\$35.00
Key (each)	\$6.00
Zip Bag (each)	\$5.00
<b>13. Stop Payment Fee (per item):</b>	\$36.00
<b>14. Temporary Checks:</b>	
New Account Package	No Charge
Additional Package of 12 Checks	\$2.00
<b>15. Notary Charge (per item):</b>	No Charge
<b>16. Legal Process Fee (garnishments, levies, court orders, or other legal process):</b>	\$100 per occurrence (or such other rate as may be set by law)
<b>17. Fees for Overdrafts and Returned Items:</b>	
<u>Paid Item/Overdraft Fees:</u>	\$36.00 per occurrence
<ul style="list-style-type: none"> <li>• <i>On consumer accounts:</i> Paid Item/Overdraft Fees will not exceed \$216.00 per day</li> <li>• <i>On business accounts:</i> Paid Item/Overdraft Fees will not exceed \$288.00 per day</li> </ul>	
<u>Return Item/Insufficient Funds Fees:</u>	\$36.00 per occurrence
<p><i>Additional information about fees for overdrafts and returned items is provided in the Terms and Conditions of Your Account, the Overdraft Privilege Disclosure, and the disclosure titled "What You Need To Know About Overdrafts and Overdraft Fees" (for consumer accounts only), each of which has been provided to you and is available upon request at a Simmons Bank branch or by calling 1-866-246-2400.</i></p>	

## NOTICE OF CHANGE TO FUNDS AVAILABILITY POLICY

We have updated our funds availability policy statement to clarify the applicability of funds availability provisions to different account types. The policy statement below will be effective May 1, 2022.

### YOUR ABILITY TO WITHDRAW FUNDS

This funds availability policy statement applies to all transaction accounts, such as checking accounts, and does not apply to savings accounts, time deposits, or money market accounts. For the purposes of this funds availability policy, Health Savings Accounts are considered transaction accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 of your deposits will be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Safeguard exceptions.** In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

### SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

### SPECIAL RULES FOR MOBILE DEPOSITS

Please note that the funds availability provisions set forth above do not apply to funds deposited remotely using the mobile deposit function within our mobile banking application ("Mobile Deposits"). Rather, Mobile Deposits will generally be made available by the third business day after the day of your deposit. In some cases, however, we may delay the availability of Mobile Deposits for a longer period. In such cases, we will notify you, and we will tell you when the funds will be available. For more information about the terms applicable to the availability of Mobile Deposits, refer to the Simmons Bank Terms of Service for Online Banking.

# Regions Bank

<p>A. Please check each service a bank will provide</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Serve as a depository for all the City's Funds</li> <li><input checked="" type="checkbox"/> Sort checks in numerical order</li> <li><input checked="" type="checkbox"/> Provide wire transfers on request both in and out*</li> <li><input checked="" type="checkbox"/> Make available investment counseling</li> <li><input checked="" type="checkbox"/> Accept night deposits</li> <li><input checked="" type="checkbox"/> Allow stop payments</li> <li><input checked="" type="checkbox"/> Provide account analysis upon request</li> <li><input checked="" type="checkbox"/> Furnish monthly bank statements by the 5th of the month</li> <li><input checked="" type="checkbox"/> Provide online account access to view and verify up-to-date account balance and account activity</li> <li><input checked="" type="checkbox"/> Provide at least four (4) teller scanner for City departments nightly deposits</li> </ul>	<p>B. What type of securities will the institution provide as collateral?</p> <ul style="list-style-type: none"> <li>• Limited to bonds or other obligations guaranteed by the United State of America or bonds or other obligations issued by the State of Missouri or a political subdivision of Missouri.</li> <li>• Provided by Bank of New York or The Federal Reserve Bank of Boston.</li> <li>• Bank of New York collateral is automatically adjusted daily</li> <li>• Follows Chapter 30 and 110 of Missouri Revised Statutes</li> </ul>	<p>C. Will credit for all deposits be given on the day of the deposit? Yes. If yes, when is the latest time the deposit can be made to receive credit? 5pm. 8pm if Quick Deposit (remote check scanner) is used to make deposit.</p>
<p>D. Will a Money Market account and a general checking account be made available and what percentage rate will each account earn?</p> <p>Money Market <b>0.01%</b></p> <p>General Checking <b>Earnings credit rate of 0.20%</b></p> <p>Will these be variable rates or fixed rates? <b>Variable</b></p> <p>Investment sweep accounts options for both accounts with rates starting at <b>3.40%</b></p>	<p>E. Does the bank agree to lend money on tax anticipation notes in accordance to state law? _____</p> <ul style="list-style-type: none"> <li>• Requests including but not limited to the past three years of audited financial statements as well as various operating data.</li> <li>• Credit approval takes an average of one week upon receipt of all requested documentation</li> </ul>	<p>F. What fees are associated with a checking account or a money market account? (please attach as a separate addendum)</p> <p>Attached</p>
<p>G. In the event in any changes in banking laws or regulations, how will the bank make those available?</p> <p>Written, email, online banking platform, and website</p>	<p>H. Will all checks be exempt from a service charge? <b>No.</b> If not, please indicate the banks structure of account services.</p> <p>Earnings credit rate of <b>0.20%</b>. Investment sweep accounts at variable <b>3.40%</b>.</p>	<p>I. What is the interest on savings, checkings, and money market accounts? Is the interest rate fixed or does it flex with the market?</p> <p>Money Market <b>0.01%</b></p> <p>Savings <b>Earnings credit rate of 0.20%</b></p> <p>Investment sweep options for both accounts with rates starting at <b>3.40%</b></p> <p>*J. Pricing</p> <p>ACH and Wire access online can be added to the City's existing iTreasury platform. Pricing on Pro Forma.</p>

**CITY OF BELLEFONTAINE NEIGHBORS**

Average Ledger Balance:	\$2,798,333.98	Total Fee Equivalent (P*V):	\$788.32
Less Average Float:	\$4,259.16	Balances Required for Services:	\$4,523,174.19
Average Collected Balance:	\$2,794,074.82	Balances Used for Services:	\$2,794,074.82
Positive Collected Balance:	\$2,794,074.82	Excess/(Deficit) Balances:	-\$1,729,099.37
Less Average Reserve Requirement:	\$0.00	Estimated Monthly Fees Paid:	\$293.71
Average Net Collected Balance:	\$2,794,074.82	Estimated One Time Fees:	\$0.00
Competitor Fees:	\$0.00	Earnings Credit Allowance:	\$474.61
		Earnings Credit Rate:	0.200%

Product Family	Product Group	Service Code	Service Description	Monthly Volume	Proposed Price	Monthly Charge Proposed Pricing
<b>Deposit Account Services</b>						
Standard Monthly Charges:						
	21		Monthly Account Maint Fee	1	\$27.00	\$27.00
Deposit Administrative Fee:						
	35		Deposit Administrative Fee	1	0.176%	\$408.68
ACH / Electronic items:						
	100		Electronic Debits	22	\$0.30	\$6.60
	101		Electronic Credits	59	\$0.30	\$17.70
Deposits / Credits:						
	103		Deposits - Credits	58	\$0.80	\$46.40
Check Clearing:						
	140		Items Deposited On Us	35	\$0.12	\$4.20
	143		Items Deposited Other Fed	4	\$0.14	\$0.56
	145		Quick Deposit Items On Us	1	\$0.11	\$0.11
	146		Quick Deposit Items Local	6	\$0.12	\$0.72
	147		Quick Deposit Items Regional	29	\$0.12	\$3.48
	148		Quick Deposit Items Other Fed	60	\$0.12	\$7.20
<b>General Account Services</b>						
Checks Paid:						
	102		Checks Paid - Debits	113	\$0.19	\$21.47
Miscellaneous Activity Charges:						
	151		Enhanced Image Statement	113	\$0.20	\$22.60
<b>Cash Services</b>						
Branch Cash Deposits:						
	556		Branch Deposit per \$100 Well Prepared	33	\$0.20	\$6.60
<b>Electronic Payments</b>						
Wire Transfer:						
	729		Wire Transfer International Outgoing Electronic	1	\$30.00	\$30.00
<b>Information Reporting</b>						
iTreasury Small Business Package						
	1990		iTreasury Small Business Plus Mo Maint	1	\$60.00	\$60.00
	1991		iTreasury Small Business Plus Number of Modules	4	\$20.00	\$40.00
	1991		1991 Charge First 2	4	\$0.00	
	2000		iTreasury Small Business Number of Accounts	3	\$15.00	\$0.00
	2000		2000 Charge First 3	3	\$0.00	
	2001		iTreasury Small Business Number of Users	1	\$10.00	\$0.00
	2001		2001 Charge First 3	1	\$0.00	
	1175		iTreasury Small Business Plus ACH Credits	51	\$1.00	\$1.00
	1175		1175 Charge First 60	51	\$0.00	
	3428		iTreasury Small Business Reverse Pos Pay per Item	112	\$0.07	\$0.00
	3428		3428 Charge First 150	112	\$0.00	
iTreasury Wire Transfer:						
	1952		iTreasury Wire per Outgoing Domestic	1	\$14.00	\$14.00
<b>Quick Deposit</b>						
Quick De	4121		Quick Deposit Mo Maint Fee per Workstation (Analyzed)	1	\$50.00	\$50.00

**AN ORDINANCE REPEALING ORDINANCE NO. 2196 AND OTHER ORDINANCES DEFINING THE WARD BOUNDARIES OF THE CITY OF BELLEFONTAINE NEIGHBORS AND FURTHER ESTABLISHING NEW WARD BOUNDARIES FOR ALL FOUR WARDS IN SAID CITY AND CONTAINING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI AS FOLLOWS:**

**Section One.**

As of the effective date hereinafter specified, Ordinance No. 2196 of the City of Bellefontaine Neighbors approved the 6th day of October, 2010, as well as other prior ordinances defining the ward boundaries of said City are hereby repealed.

**Section Two.**

Definitions – “*City Limits Line*” “Boundary”, as used with respect to boundary lines for any ward referenced herein or in the exhibits incorporated herein, shall mean a corporate limit line of the City of Bellefontaine Neighbors, Missouri.

Definition – “Census Tract” “Census Block” shall mean a census tract or census block for the 2020 United States Decennial Census

**Section Three.**

The City of Bellefontaine Neighbors shall be and is hereby divided into four wards, the boundaries of which are shown on the map attached hereto as Exhibit #1 and more fully described in Exhibit #2, both of which are incorporated herein by reference, comprised of the census populations of the 2020 United States Census as listed in Exhibit #3, attached hereto and incorporated herein by reference.

**Section Four.**

All ordinances or parts of ordinances in conflict with this ordinance or parts thereof shall be and the same are hereby repealed insofar as they may so conflict; this ordinance superseding same.

**Section Five.**

Upon passage by the Board of Aldermen and approval of this ordinance by the Mayor, the City Clerk of the City of Bellefontaine Neighbors shall certify a copy of this Ordinance to the Board of Election Commissioners of St. Louis County, Missouri, for proper processing of same as required by law.



**Section Six.**

This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and shall govern election of aldermen conducted at the general municipal election to be held on April 4, 2023.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_ DAY OF \_\_\_\_, 2022.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Semmie Ruffin-Hall, City Clerk

**APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_, 2022.**

\_\_\_\_\_  
Tommie Pierson, Sr., Mayor

Attest:

\_\_\_\_\_  
Semmie Ruffin-Hall, City Clerk

***Exhibit #1***

***City Wards Map***



## Ward 1

Beginning at a point at the intersection of the western boundary of the City of Bellefontaine Neighbors and the centerline of Lance Drive proceeding southward along the west boundary of the City of Bellefontaine Neighbors to a point being the northwest corner of census block 291892106005029 (the northern line of the census block is defined by the southern property lines of the lots on the south side of Mead Drive) and the western boundary of the City of Bellefontaine Neighbors proceed east along the north line of block 291892106005029 to the intersection with block 291892106005035 (defined as an area contained by Maline Creek and tributary, Forest Home Drive, Forest Home Court and Bellefontaine Road excluding the block 291892106005036 bounded by Zellweger Drive and Landwehr Lane). Following the west line of block 291892106005035 south to the intersection with the most easterly point of census block 291892104005016 (defined as the most southeast corner of the lots on Jaros Court) and also being a point on the north boundary of census block 291892104005017. Proceeding west, counter clockwise along the boundary of census block 291892104005017 (made up of the properties of Danforth School, Mathew-Dickeys Boys Club, 9301 & 9303 Bellefontaine Road) to the south east corner which is the intersection of Bellefontaine Road and St. Cyr Road Then proceeding southeastwardly along the centerline of Teurville Drive to the intersection of Teurville Drive and Nelan Drive following the westerly edge of block 291892104001002 (a block contained within the lines of Maline Creek, boundary of City of Bellefontaine Neighbors, the centerlines of Delaid Drive, Laramie Drive, Nelan Drive, Lebon Drive, Marias Drive and the southern property lines of the southern lots on Marias Drive) in a clockwise direction to the intersection of Bellefontaine Road and Delaird Drive. Then proceeding north along the centerline of Bellefontaine Road to the intersection of St. Cyr Road turning east along the centerline of St. Cyr Road to the eastern boundary of the City of Bellefontaine Neighbors. Proceed northward along the boundary of the City of Bellefontaine Neighbors to the intersection of Chambers Road and the eastern boundary of the City of Bellefontaine Neighbors, Turning west on the centerline of Chambers Road to the intersection of Crete Drive turning

north along the centerline of Crete Drive to the intersection of Ashford Drive following Ashford to the intersection of Grenshaw Drive. Following the centerline of Grenshaw Drive to the intersection with Bosworth Drive turning west to the centerline of Couburg Lands Drive. Proceed north along the centerline of Couburg Lands Drive to the intersection of Kilgore Drive Turning west on Kilgore Drive to the centerline of Lance Drive then south along the centerline of Lance Drive to the City of Bellefontaine Neighbors boundary. which is the point of beginning.

# Ward 2 Population 2791



## Ward 2

Starting at the farthest northeast corner of the City of Bellefontaine Neighbors and proceeding west along the northern boundary of the city to the centerline of Bellefontaine Road. Turning south following the centerline of Bellefontaine Road to a point being the northeast corner of census block 291892106001022 (a block contained within the lines of the south property line of the state facility, the west property line of the lot known as 1153 Nectar Drive, the centerlines of Nectar Drive, Couburg Lands Drive and Bellefontaine Road). Following the north line of block 291892106001022 west to the northwest corner of block 291892106001022, then south along the western edge of block 291892106001022, also known as the west property line of 1153 Nectar Drive to the intersection of Nectar Drive and Ashbrook Drive. Proceeding along the centerline of Ashbrook Drive south to the intersection of Cabot Drive, turning southeast along the centerline of Cabot Drive to the intersection of Couburg Lands Drive. Then proceeding southwesterly along the centerline of Couburg Lands Drive to the intersection of Tappan Drive. Turning southeasterly along the centerline of Tappan Drive to the centerline of Kilgore Drive. Turning west on Kilgore Drive to the centerline of Couburg Lands Drive then proceeding southeast along the centerline of Couburg Lands Drive to the intersection of Bosworth Drive. Proceed on Bosworth Drive to the intersection of the centerline of Grenshaw Drive, following the centerline of Grenshaw Drive to the intersection of Grenshaw Drive and Ashford Drive. Follow the centerline of Ashford Drive southeast to the centerline of Crete Drive then south to the centerline of Chambers Road proceed east along the centerline of Chambers Road to the east boundary of City of Bellefontaine Neighbors follow the boundary northward to the farthest northeast corner of the City of Bellefontaine Neighbors.





### Ward 3

Starting at the farthest north west corner of the City of Bellefontaine Neighbors and proceeding east along the northern boundary of the City of Bellefontaine Neighbors to the centerline of Bellefontaine Road. Turning south following the centerline of Bellefontaine Road to a point being the northeast corner of census block 291892106001022 (a block contained within the lines of the south property line of the state facility, the west property line of the lot known as 1153 Nectar Drive, the centerlines of Nectar Drive, Couburg Lands Drive and Bellefontaine Road). Following the north line of block 291892106001022 west to the northwest corner of block 291892106001022, then south along the western edge of block 291892106001022, also known as the west property line of 1153 Nectar Drive to the intersection of Nectar Drive and Ashbrook Drive. Proceeding along the centerline of Ashbrook Drive south to the intersection of Cabot Drive, turning southeast along the centerline of Cabot Drive to the intersection of Couburg Lands Drive. Then proceeding southwesterly along the centerline of Couburg Lands Drive to the intersection of Tappan Drive. Turning southeasterly along the centerline of Tappan Drive to the centerline of Kilgore Drive, turning west on Kilgore Drive to the centerline of Lance Drive. Proceeding south along the centerline of Lance Drive to the City of Bellefontaine Neighbors boundary- Turning west, and then north following the boundary of the City of Bellefontaine Neighbors to the farthest northwest corner of the city which -is the point of beginning.



#### Ward 4

Starting at a point being the northwest census block 291892106005029 (the northern line of the census block is defined by the southern property lines of the lots on the south side of Mead Drive) and the western boundary of the City of Bellefontaine Neighbors proceed east along the north line of block 291892106005029 to the intersection with block 291892106005035 (defined as an area contained by Maline Creek and tributary, Forest Home Drive, Forest Home Court and Bellefontaine Road excluding the block 291892106005036 bounded by Zellweger Drive and Landwehr Lane), Following the west line of block 291892106005035 south to the intersection with the most easterly point of census block 291892104005016 (defined as the most southeast corner of the lots on Jaros Court) and also being a point on the north boundary of census block 291892104005017. Proceeding west, counter clockwise along the boundary of census block 291892104005017 (made up of the properties of Danforth School, Mathew-Dickeys Boys Club, 9301 & 9303

Bellefontaine Road) to the south east corner which is the intersection of Bellefontaine Road and St. Cyr Road

Then proceeding southeastwardly along the centerline of Teurville Drive to the intersection of Teurville Drive and Nelan Drive following the westerly edge of block 291892104001002 (a block contained within the lines of

Maline Creek, boundary of City of Bellefontaine Neighbors, the centerlines of Delaid Drive, Laramie Drive,

Netan Drive, Lebon Drive, Marjas Drive and the southern property lines of the southern lots on Marias Drive) in a clockwise direction to the intersection of Bellefontaine Road and Delaird Drive. Then proceeding north along the centerline of Bellefontaine Road to the intersection of St. Cyr Road turning east along the centerline of St. Cyr Road to the eastern boundary of the City of Bellefontaine Neighbors.

Then following the boundary of the City of Bellefontaine Neighbors clockwise (south, southwesterly then north) to point of beginning.

### ***Exhibit #3***

#### **2020 Redistricting Calculations**

<b>Ward</b>	<b>2020 Population</b>	<b>Difference To Ideal Ward Population</b>	<b>Percent Difference From Average</b>
1	2692	7	0.260708
2	2791	106	3.947858
3	2609	-76	-2.83054
4	2648	-37	-1.378026
<b>Total</b>	10740		
<b>Ideal Ward</b>	2685		

9641 Bellefontaine Road  
Bellefontaine Neighbors, MO 63137  
314 / 867-0076  
Fax: 314 / 867-1790

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***January 4, 2023***

***Mayor and Board of Aldermen.***

***I sent out requests for eight laptops to three different companies and only Dell responded back.***

***I have also attached all the information received from Dell***

***My recommendation is to accept the bid from Dell for eight laptop computers for \$11, 947.60.***

***Semmie Ruffin Hall  
City Clerk  
City of Bellefontaine Neighbors***



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

<b>Quote No.</b>	3000138659155.1	<b>Sales Rep</b>	Robert Woessner
<b>Total</b>	\$11,947.60	<b>Phone</b>	(800) 456-3355, 80000
<b>Customer #</b>	7262963	<b>Email</b>	Robert_Woessner@Dell.com
<b>Quoted On</b>	Dec. 05, 2022	<b>Billing To</b>	ACCOUNTS PAYABLE
<b>Expires by</b>	Jan. 04, 2023		CITY OF BELLEFONTAINE
<b>Contract Name</b>	Dell National Cooperative Purchasing Alliance-NCPA		NEIGHBOR
<b>Contract Code</b>	Master Agreement		9641 BELLEFONTAINE RD
<b>Customer Agreement #</b>	C000000005600		SAINT LOUIS, MO 63137-1899
<b>Deal ID</b>	NCPA 01-42		
	24208862		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Robert Woessner

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### Shipping Group

Shipping To	Shipping Method
ACCOUNTS PAYABLE CITY OF BELLEFONTAINE NEIGHBOR 9641 BELLEFONTAINE RD SAINT LOUIS, MO 63137-1818 (314) 867-0080	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5430	\$1,493.45	8	\$11,947.60

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<b>Subtotal:</b>	<b>\$11,947.60</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$11,947.60</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$11,947.60</b>

## Shipping Group Details

### Shipping To

ACCOUNTS PAYABLE  
CITY OF BELLEFONTAINE  
NEIGHBOR  
9641 BELLEFONTAINE RD  
SAINT LOUIS, MO 63137-1818  
(314) 867-0080

### Shipping Method

Standard Delivery

	Quantity	Subtotal
<b>Dell Latitude 5430</b>		
Estimated delivery if purchased today: Dec. 07, 2022 Contract # C000000005600 Customer Agreement # NCPA 01-42	<b>8</b>	<b>\$11,947.60</b>
	<b>\$1,493.45</b>	

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5430 BTX Base	210-BDGO	-	8	-
12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz)	379-BETV	-	8	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	8	-
Office Home & Business 2021	630-ABMD	-	8	-
i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt	338-CDJD	-	8	-
Intel ME disabled	631-ADFC	-	8	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	8	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNJV	-	8	-
14.0" FHD (1920x1080) Anti Glare, Non-Touch, WVA, 250 nits, FHD IR Camera, WWAN	391-BGLQ	-	8	-
Single Pointing Backlit US English Keyboard	583-BHCH	-	8	-
Wireless Intel AX211 WLAN Driver Alder Lake	555-BHIC	-	8	-
Intel AX211 WiFi 6e 2x2 AX+ with Bluetooth 5.2	555-BHHU	-	8	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	8	-
65W Type-C Adapter	492-BDGC	-	8	-
Palmrest, SmartCard, FingerPrint Reader, Thunderbolt 4	346-BHRT	-	8	-
E4 Power Cord 1M for US	537-BBDO	-	8	-
Quick start guide	340-CYGE	-	8	-
ENERGY STAR Qualified	387-BBPC	-	8	-
Fixed Hardware Configuration	998-FNQY	-	8	-
SupportAssist	525-BBCL	-	8	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	8	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	8	-
Waves Maxx Audio	658-BBRB	-	8	-
Dell Power Manager	658-BDVK	-	8	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	8	-
Dell Optimizer	658-BEQP	-	8	-
Windows PKID Label	658-BFDQ	-	8	-



Packaging 65W Adapter + ADL CPU	340-CYOV	-	8	-
POD Label	389-EDJB	-	8	-
Latitude Bottom Door	321-BHJZ	-	8	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	8	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	8	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	8	-
Dell Limited Hardware Warranty	997-8317	-	8	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	8	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	8	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	8	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	8	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	8	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	8	-

<b>Subtotal:</b>	<b>\$11,947.60</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$11,947.60</b>

## Important Notes

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### Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue their purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

INTRODUCED BY ALDERPERSON THERESA HESTER

BILL NO. 2663

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

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH WESTPORT POOL, INC. FOR POOL REPAIR SERVICES FOR THE BELLEFONTAINE NEIGHBORS COMMUNITY CENTER POOLS.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**Section 1.**

The Mayor and other appropriate city officials are hereby authorized to execute and enter into an agreement for pool repair services with Westport Pool, Inc. for repairs, replacements and renovations to the Bellefontaine Neighbors Community Center pools in substantial accord with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference, together with such amendments or revisions thereto in form and substance as may be approved by the City Attorney.

**Section 2.**

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

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Semmie Ruffin-Hall, City Clerk

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Tommie Pierson, Sr., Mayor

Attest:

\_\_\_\_\_  
Semmie Ruffin-Hall, City Clerk

## St. Louis County Community Development Block Grant Activity Contract

**This Contract** is between the City of Bellefontaine Neighbors, Missouri (hereinafter referred to as the "Subrecipient") and Westport Pools, Inc., a for-profit corporation organized and existing under the laws of the State of Missouri having a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Contractor") and will go into effect upon execution.

### **Witnesseth, That:**

**Whereas**, the Subrecipient has entered into a Cooperation Agreement with St. Louis County (herein called "the County") for the planning, developing, and execution of a community development program pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

**Whereas**, the Subrecipient desires to engage the Contractor to render certain services in connection therewith;

### **I. Scope of Services**

**A.** The Contractor shall, in a satisfactory and proper manner as determined by the Subrecipient, perform the following services (the "Services"):

The Subrecipient's Recreation Center at 9641 Bellefontaine Rd, St. Louis, MO 63137, originally constructed in 1975, have indoor and outdoor pools that currently still operate with the original cast iron valves and piping. Several of these valves have outlived their life expectancy and need to be replaced. The Contractor must abide by the requirements as set forth herein. The pools' motors and flow meters will not be replaced and should be incorporated into the new design. The permanent repairs and renovations shall be made to the indoor and outdoor pool plumbing to extend its usable life. Replacement of [all] piping and valves at both the indoor and outdoor pools located in the pump room.

Replacement of two (2) multiport sand filter valves. Replacement of two (2) valves and piping before and after recirculating pump.

**Alternate 1:** Replacement of discharge side of slide pump - New 6" butterfly valve, 6" check valve, flex coupling, new zinc hardware, piping and fitting.

**Alternate 2:** Replacement of discharge side of play structure pump - 8" butterfly valve, flex coupling, piping, fittings, and new zinc hardware.

### **II. Time of Performance**

**A.** The requirements outlined in the Scope of Services as described in Section I, Paragraph A are to commence as soon as practicable after the execution of this Contract or at a time

acceptable to both the Contractor and the Subrecipient and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of the Contract, but in any event, all of the provisions required hereunder shall be completed according to the following schedule:

If required under Section V, Paragraph E, Subparagraphs 2 and 3 of this Contract, performance and/or payment bonds shall be obtained no later than January 10, 2023.

Work shall commence per the Scope of Services no later than January 10, 2023, subject to issuance to the Notice to Proceed.

All Work provided for in this Contract shall be satisfactorily completed within five (5) calendar weeks after commencement of the Work, subject to the issuance date of the Notice to Proceed.

### **III. Compensation and Method of Payment**

**A.** The Subrecipient agrees to pay the Contractor the Sum of \$42 of \$42,699.46. Such Sum is to be paid in the following manner in Subsection B for upon completion of the following components:

1. Indoor/Outdoor Pool Plumbing Replacement.
2. **Alternate 1:** Replacement of discharge side of slide pump.
3. **Alternate 2:** Replacement of discharge side of play structure pump.

**B.** In every case, payment is subject to receipt of an invoice for payment from the Contractor specifying that it has completed and fulfilled a component of the requirements of this Contract identified in Section I and that it is entitled to receive the amount requisitioned under the terms of this Contract. Satisfactory performance required under this Contract shall be determined by the Subrecipient as a condition of payment.

### **IV. Special Conditions**

**A.** The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) and all federal regulations and policies issued pursuant to these regulations.

### **V. General Conditions**

**A. General Compliance.** The Contractor agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this Contract.

**B. Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the Services to be performed under this agreement. The Subrecipient shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Contractor is an independent Contractor.

**C. Hold Harmless.** The Contractor shall hold harmless, defend and indemnify the Subrecipient and the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the Services or subject matter called for in this Contract. No provision of this Contract shall constitute a waiver of the City's or the County's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

**D. Workers' Compensation.** The Contractor shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Contract.

**E. Bonding Requirements.** The parties understand and agree that St. Louis County will not issue a Notice to Proceed until the following bonding requirements have been met:

1. **Bid Guarantee Bond.** The Contractor shall post a bid guarantee bond of 5 percent of the bid price to assure that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified in the bid documents. (Applicable to contracts over \$10,000.)

2. **Performance Bond.** The Contractor shall post a performance bond for 100 percent of the Contract Sum to assure satisfactory completion of work provided for in this Contract. (Applicable to contracts over \$10,000.)

3. **Payment Bond.** The Contractor shall post a bond for 100 percent of the Contract Sum to assure payment of all persons supplying labor and material in the execution of work provided for in this Contract. (Applicable to contracts over \$100,000.)

**F. Performance of Work.** If the Contractor fails to complete the Work in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, unless the delay is excusable under the provisions outlined in Paragraph H of this Section, this may be grounds for termination of this Contract as discussed in Paragraph M of this Section.

**G.** After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the Subrecipient, at such intervals as the Subrecipient may reasonably direct, the actual progress of the work compared to the Time of Performance. If

the Contractor falls behind schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Subrecipient for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied.

H. Delays beyond the Contractor's control shall include such incidents as strikes, lockouts, fire, and other natural or man-made disasters. Weather shall not constitute a cause for granting an extension of time.

I. If the Subrecipient determines that, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work is so great that it cannot be remedied in the manner described in Paragraph G of this Section, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the Subrecipient does not authorize, then the Time of Performance shall be extended pursuant to a Contract Addendum for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Subrecipient and approved by the County.

J. All work provided for in this Contract shall be performed in a safe, neat and workmanlike manner.

K. **Amendments.** The Subrecipient or the Contractor may amend this Contract at any time provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the County. Such amendments shall not invalidate this Contract, nor relieve or release the Subrecipient or the Contractor from its obligations under this Contract.

L. The Subrecipient may, at its discretion, amend this Contract to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of this Contract, such modifications will be incorporated only by written amendment signed by both the Subrecipient and the Contractor and approved by the County.

M. **Termination of Contract.** If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Time of Performance outlined in Section II, Paragraph A of this Contract, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or if the Contractor disregards applicable regulations, laws, ordinances, or the instructions of the Subrecipient, or if the Contractor fails to perform the work provided for in this Contract in a safe, neat and workmanlike manner, or if the Contractor otherwise breaches any provision of this Contract, the Subrecipient may, without prejudice to any other right or remedy, by



giving three (3) days prior written notice to the Contractor and his surety, terminate this Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Subrecipient may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the Work, including additional architectural, managerial, and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Subrecipient promptly upon demand. In the event of termination pursuant to this paragraph, the Contractor, upon the request of the Subrecipient, shall promptly:

1. Assign to the Subrecipient in the manner and to the extent directed by the Subrecipient all rights, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and
2. Make available to the Subrecipient to the extent directed by the Subrecipient all construction equipment owned by the Contractor and employed in connection with the Work.

**N.** Performance of the Work hereunder may be terminated by the Subrecipient by giving three (3) days prior written notice to the Contractor if the Subrecipient, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph M of this Section, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

**O. Insurance.** The Contractor shall name St. Louis County and the Subrecipient, its employees, agents and representatives as Additional Insureds for General Liability and the other insurance coverages required by the Contract, with respect to work performed by the Contractor, as provided in the coverages and amounts listed below:

Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Comprehensive General Liability including Property Damage, Bodily Injury and Death with minimum limit of \$350,000 per individual per occurrence and \$2,000,000 per accident.
- Comprehensive Business Automobile Liability Insurance including Property Damage, Bodily Injury and Death for all owned, non-owned and hired automobiles and other vehicles used by Contractor with limits of \$350,000 per individual per occurrence and \$2,000,000 per aggregate per occurrence.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance.

•Professional Liability Insurance with limits of:

\$ 300,000 per individual per occurrence

\$1,000,000 per aggregate per occurrence

Contractor agrees to provide at least sixty (60) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents.

**P. Severability.** The provisions of this Contract shall be severable and if any provision of this Contract is deemed unenforceable, then such provision shall be enforced to the maximum extent possible under applicable law so as to effect the intent of the parties and the other provisions of this Contract shall continue in full force and effect.

**Q. Jurisdiction.** The provisions of this Contract shall be severable and if any provision of this Contract is deemed unenforceable, then such provision shall be enforced to the maximum extent possible under applicable law so as to effect the intent of the parties and the other provisions of this Contract shall continue in full force and effect.

## **VI. Documentation and Recordkeeping**

**A. Records.** The Contractor and the Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the submission of the CDBG Consolidated Annual Performance Evaluation Report (CAPER) for the program year in which the activity was completed, or after the resolution of all Federal audit findings, whichever occurs later.

**B. Payment Procedures.** The Subrecipient will pay to the Contractor funds available under this Contract based upon information submitted by the Contractor and consistent with any approved budget and policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements.

## **VII. Personnel and Participant Conditions**

**A. Civil Rights Compliance.** The Contractor agrees to comply with all city and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. The Contractor shall include the provisions of this part in all subcontracts.

**B. Nondiscrimination.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. The Contractor shall include the provisions of this part in all subcontracts.

**C. Land Covenants.** This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Subrecipient and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

**D. Section 504 and Americans with Disabilities Act.** The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) and the Americans with Disabilities Act which prohibits discrimination against the handicapped in any federally assisted program. The Subrecipient shall provide the Contractor with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

**E.** It shall be the responsibility of the Contractor to ensure that all goods, services, and/or work procured and/or performed under this Contract shall conform to and be performed in compliance with the Americans with Disabilities Act of 1990. The Contractor agrees that, in case of non-compliance, it shall replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.

**F. Affirmative Action.** The Contractor agrees that it shall commit to carrying out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

The County shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program.

**G. MBE/DBE/WBE.** The Contractor will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans; Spanish-speaking, Spanish-surnamed or Spanish heritage Americans; Asian-Americans; and American Indians. The Contractor may rely on written representations by Subcontractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

**H. Access to Records.** The Contractor shall furnish and cause each of its Subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Subrecipient, the United States Department of Housing and Urban Development (hereinafter referred to as "HUD"), or the County, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**I. EEO/AA Statement.** The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

## **VIII. Employment Restrictions**

**A. OSHA.** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

**B. "Section 3" Clause.** Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended; the regulations set forth in 24 CFR 135; and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the federal financial assistance provided under this contract and binding upon the County, the Subrecipient and the Contractor. Failure to fulfill these requirements shall subject the Subrecipient, the Contractor and any Subcontractor, their successors and assigns, to those sanctions specified by the agreement through which federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

**C.** The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the areas of the project."

- D. The Contractor certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.
- E. **Subcontracts.** The Contractor will include this "Section 3" clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by HUD. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- F. **Assignability.** The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the Subrecipient thereto; provided, however, that claims for money due or to become due to the Contractor from the Subrecipient under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.
- G. **Conflict of Interest.** The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, the Contractor, officer, elected official or appointed official of the Subrecipient, or of any designated public agencies or Contractors which are receiving funds under the CDBG program.

## **IX. Subcontracts**

**A. Approvals.** The Contractor shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Subrecipient prior to the execution of such agreement.

**B. Monitoring.** The County will monitor all Subcontractors on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. However, it is expressly agreed that the County will not be held responsible for contract non-compliance on the part of any Subcontractor, or for any damages incurred as the result of non-compliance.

**C. Content.** The Contractor shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

**D. Selection Process.** The Contractor shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded on a fair and open competitive basis.

## **X. Copyright**

**A.** If this Contract results in any copyrightable material, the Subrecipient, the County, and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

## **XI. Religious Organization**

**A.** The Subrecipient agrees that funds provided under this Contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

## **XII. Environmental Conditions**

**A. Lead-Based Paint.** The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this Contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, in particular SubPart B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

**B. Historic Preservation.** The Contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800-Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Contract.

**XIII. E-Verify**

To the extent that it is required, the Contractor shall comply with Section 285.530 RSMo. regarding enrollment and participation in a federal work authorization program with respect to all persons working in connection with the services provided under this Contract and represents and warrants that it is in compliance with Section 285.530 at the time of the award of this Contract. Contractor shall provide a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program and that Contractor does not knowingly employ any person who is an unauthorized alien in connection with the Work to be performed pursuant to this Contract substantially in the form of the **ATTACHMENTS 1 and 2** to this Contract which shall be incorporated herein by this reference.

**XIV. Attachments**

**A.** The following documents are attached hereto and incorporated herein by reference:  
**Exhibit A Contractor's Bid dated December 12, 2022.**

In the event of any inconsistency between the Contract and Exhibit A, the terms of the Contract shall prevail.

**[Remainder of Page Intentionally Left Blank.]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract as of the later of the dates set forth below.

**City of Bellefontaine Neighbors, MO**

**Westport Pool, Inc.**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Tommie Pierson, Sr.

Name: J. Ryan Casserly

Title: Mayor

Title: President

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to legal form:

Signed:

\_\_\_\_\_

Name:

\_\_\_\_\_

**APPROVED BY ST. LOUIS COUNTY OFFICE OF COMMUNITY DEVELOPMENT:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Manager, Office of Community Development

Date



## ATTACHMENT 1

### FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri political subdivision must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted Work being provided, or to be provided, to the City (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Work being provided, or to be provided, to the City.

Accordingly, you:

- a) agree to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto and deliver the same to the City prior to or contemporaneously with the execution of your contract with the City;
- b) affirm you are enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the Work being provided (to the extent allowed by E-Verify), or to be provided, by you to the City;
- c) affirm that you are not knowingly employing any person who is an unauthorized alien in connection with the Work being provided, or to be provided, by you to the City;
- d) affirm you will notify the City if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute §285.530, or any regulations issued thereto;
- e) agree to provide documentation of your participation in E-Verify to the City prior to or contemporaneously with the execution of your contract with the City (or at any time thereafter upon request by the City), by providing to the City an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agree to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute §285.530; and
- g) agree that any failure by you to abide by the requirements a) through f) above will be considered a material breach of your contract with the City.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)

**ATTACHMENT 2**

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
  
2. I am employed by \_\_\_\_\_ and have authority to issue this affidavit.
  
3. I am enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to any employees working in connection with the services I am providing to, or will provide to, the City, to the extent allowed by E-Verify.
  
4. I do not knowingly employ any person who is an unauthorized alien in connection with the services I am providing to, or will provide to, the City.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For: \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My commission expires:



CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI  
9641 BELLEFONTAINE ROAD  
ST. LOUIS, MISSOURI 63137

**BID FORM**

**DATE:** November 29, 2022

**PROJECT TITLE:** Pool Plumbing Replacement

**SUBMISSION OF BIDS:**

Sealed Bids for the above project shall be received at City Hall, 9641 Bellefontaine Rd, St. Louis, MO 63137, **Attention: Ms. Semmie Ruffin-Hall, City Clerk**, no later than **Noon on Tuesday, December 13, 2022**.

Sealed envelopes shall be identified with the following information:

"Pool Plumbing Replacement/ Attn: Ms. Semmie Ruffin-Hall, City Clerk / From: <Company Name>".

The bid opening will take place at City Hall Council Chambers, 9641 Bellefontaine Rd, St. Louis, MO 63137, on Tuesday, December 13 at 12:00pm.

Site visits can be scheduled by contacting Mr. James Kirincich, Director of Parks & Recreation, (e-mail: [jkirincich@cityofbn.com](mailto:jkirincich@cityofbn.com), 314-867-0076)

All corrections and/or clarifications will be answered by addendum.

**BACKGROUND:**

The City of Bellefontaine Neighbors operates and maintains its Recreation Center at the above address originally constructed in 1975. The indoor and outdoor pools currently still operate with the original cast iron valves and piping. Several of these valves have outlived their life expectancy and are needing to be replaced. The City of Bellefontaine is looking to replace the current piping and valves for both the indoor and outdoor pools. This project is being funded through the St. Louis Community Development Block Grant and the awarded contractor should abide by requirements set forth herein. The pools motors and flow meters will not be replaced and should be incorporated into the new design.

The City of Bellefontaine Neighbors (hereinafter "the City") is soliciting proposals for permanent repairs and renovations to the indoor and outdoor pool plumbing to extend its usable life. An illustration of the new piping configuration is attached to the bid document.

The City of Bellefontaine Neighbors is a tax-exempt organization. A form 5060 will be provided to the contractor awarded the contract for this project.

All contractors are expected to perform housekeeping on a daily basis or more often if the nature of work requires it. The City's grounds and facilities shall remain free of construction debris and waste except when transporting same to the roll off box. Any debris/waste dropped along the way must be picked up and removed by the contractor immediately.

All contractors shall comply with all OSHA work rules and requirements.

**Timing:**

- It is expected the work will be completed between January 3 – January 20, 2023

**EXHIBIT A**

Please Note:

This activity is funded in whole or in part with Community Development Block Grant funds pursuant to Title I of the Housing and Community Development Act of 1974, as amended. All applicable federal regulations shall be in full force and effect.

Be advised that contracts over \$200,000 trigger Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that economic opportunities generated by the expenditure of Housing and Urban Development ("HUD") funds be directed, to the greatest extent feasible, to low and moderate income persons via contracting, employment and training. All contractors and subcontractors working on this project will need to demonstrate compliance with Section 3 numeric targets and other applicable provisions. In cases where Section 3 compliance is not achieved, contractors and subcontractors must document good-faith efforts to comply.

**SCOPE OF WORK:**

Contractors will be responsible for all off-site and on-site management, labor, materials, equipment, supplies and appurtenances needed to perform the following work, some of which is not shown or described in detail:

**Site Visits / Field Measurements and Verification of Assumptions/Pre-Bid Meeting – ALL CONTRACTORS**

1. All contractors and their subcontractors shall visit the site and perform field measurements in enough frequency and detail needed to allow design work, material takeoffs, shop fabrication and field installation to take place. Existing field conditions and measurements shall be verified by the Contractor.
2. Site visits can be scheduled with the Director of Parks and Recreation, Jimmy Kirincich.

**Base Bid-** Replacement of all piping and valves at both the indoor and outdoor pools located in the pump room. See engineering drawings for specs. Replacement of two (2) multiport sand filter valves. Replacement of two (2) valves and piping before and after recirculating pump.

**Alternate 1:** Replacement of discharge side of slide pump- New 6" butterfly valve, 6" check valve, flex coupling, new zinc hardware, piping and fitting.

**Alternate 2:** Replacement of discharge side of play structure pump- 8" butterfly valve, flex coupling, piping, fittings, and new zinc hardware.

**Contractor Inclusions**

1. Insurance - Name the City of Bellefontaine Neighbors Missouri as "additional insured" on the contractor's insurance certificate for the duration of this work after authorization to proceed.
2. Contractor shall include a **5% Bid Guarantee Bond** to guarantee fulfillment and performance of all work promised in the contract along with a 100% performance bond. Please view attached sample contract for more details concerning the requirements for other bonds.
3. All labor, expertise, materials and equipment needed for installation.
4. Contractor shall haul away and dispose of all crating, dunnage and debris.
5. Provide lien waivers at time of billing. Copies of material, labor and equipment tickets for all work to repair out-of-scope, concealed damage shall be submitted with billing.

**City-Supplied Facilities**

6. There are three (3) unused 240V, 30 amp, 3-phase circuits available in the electrical room near the indoor pool.
7. There are two (2) unused 120v outlets available in the pool pump room.
8. Restrooms in the men's and women's locker rooms.

**CITY COMPLIANCE REQUIREMENTS:**

It is the law and policy of the City that a wage of no less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed as determined by the Missouri Department of Labor shall be paid to all workmen employed by or on behalf of the City engaged in public works exclusive of maintenance work. All invitations to bid on construction projects for the City must include this requirement.

The City seeks to ensure that the highest quality workmanship will be performed on its projects and to do so, encourages bidders to use employees on the projects who have satisfactorily completed apprenticeship programs developed and operated in accordance with the policy recommendation, dated January 28, 1992, of the Federal Committee on apprenticeship, U.S. Department of Labor, Employment and Training Administration, Office of Work-based Learning, Bureau of Apprenticeship and Training (the "policy recommendation"). All bidders are required to certify in their bids the percentage of their prospective employees for the project which have satisfactorily completed such a program for the type of work they will be performing.

It is the policy of the City that it will affirmatively encourage minority business enterprise and women's business enterprise participation in contracts and programs which it administers with the objective of increasing the participation by businesses owned or controlled by minorities and women and the City will assure that all reasonable efforts are made within the confines of the law which will aid in meeting this objective.

**THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

**BID DOCUMENTS:**

Sheet Number	Date	Rev.	Title
01	12/2/21	1	OCD Workforce Equity Report
02	11/22/22	1	Section 3 Flyer Construction
03	06/2009	1	HUD 4010
04	11/28/22	1	Pool Plumbing Design

**CONTRACT TIME:**

If this Bid is accepted, we will complete the work in ( 5 ) calendar weeks from acceptance of this Bid.

**ADDENDA:**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sums.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum # \_\_\_\_\_ Dated \_\_\_\_\_ Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

**TASK CONTRACTORS:** (Identify the resource that will be used for each work area listed below:)

Other (name craft): \_\_\_\_\_ Other (name craft): \_\_\_\_\_

Percentage of Prospective Employees for the Project that have completed Apprenticeship Training ..... %

**APPLICATIONS FOR PAYMENT:**

Applications for Payment shall be submitted on AIA documents "G702 Application and Certificate for Payment" and "G703 Continuation Sheet".

**ACCEPTANCE:**

This offer is open to acceptance and is irrevocable for thirty (30) days from the bid date. If this bid is accepted by the City of Bellefontaine Neighbors Missouri, we will authorize the work within thirty (30) days and commence on-site work as scheduled with the Project Management Staff.

**OFFERS:**

Having examined the Place of Work and all matters referred to in the Instruction to Bidders and the Contract Documents prepared by the City of Bellefontaine Neighbors Missouri for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

**Indoor/Outdoor Pool Plumbing Replacement (Base Bid)** \$ 38,790.18  
thirty eight thousand seven hundred ninety 18/100 dollars

Amounts below should total amount above.

**Alternate #1 – Replacement of discharge side of slide pump** \$ 3,175.96  
three thousand one hundred seventy five and 96/100 dollars

**Alternate #2 – Replacement of discharge side of play structure pump** \$ 4,623.40  
four thousand six hundred twenty three and 40/100 dollars

Amount of Materials and Components included above, Base Bid \$ 10,960.61  
ten thousand nine hundred sixty and 61/100 dollars

Amount of Labor, including Engineering, included above, Base Bid \$ 27,829.57  
twenty seven thousand eight hundred twenty nine and 57/100 dollars

These amounts are all in lawful money of the United States of America.

If the City demos existing plumbing deduct \$3,890.08  
 From the base bid.

Contractor Exclusions or Substitutions from Bid Specifications (put on separate letterhead if insufficient space below):

Base bid includes Non-Corrosive hardware. Either Stainless steel or hot-dipped galvanized. All piping is SCH 80. Base bid included Lasco PVC Pool Valves. Asahi Valves are \$2700.00 additional. 3 check valves at Pump are included. Alternate bid #2 excluded the flex coupling based on site visit. Includes Non-Corrosive hardware.

Attach a labor rate sheet showing each craft and material mark-up percentages for all "extra", out-of-scope work.

Contractor Exclusions or Substitutions from Bid Specifications (put on separate letterhead if insufficient space below):

"Extra" work will be completed at the posted rates for Hourly & Fringes. 10% management fee will be added.

**BID FORM SIGNATURE(S):** Submitted by:

Company Name Westport Pools Inc.

Address 156 Weldon Parkway

City, State and Zip Maryland Heights Mo 63043

Phone Number 314-743-4822 Fax Number \_\_\_\_\_

E-mail Address adenningmann@westportpools.com

We are a (Proprietorship, Partnership or Corporation) Corporation

If Incorporated, State Incorporated in Mo

We  are  are not licensed for work in St. Louis County. License or Federal ID Number: 43-1162637

Andrew Denningham Director; Service 12/12/2022  
Authorized Signing Officer Title Date  
(If Corporation, SEAL here)

\_\_\_\_\_  
Authorized Signing Officer Title Date

If the Bid is a joint venture or partnership, add additional forms of execution for each member in the appropriate form or forms as above.





**AIA**

# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**WESTPORT POOLS, INC.**  
156 Weldon Parkway  
Maryland Heights, MO 63043

**SURETY:**

*(Name, legal status and principal place of business)*

**Travelers Casualty and Surety Company Of America**  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*

**City Of Bellefontaine Neighbors**  
9641 Bellefontaine Road  
St. Louis, MO 63137

**Mail Notices To:**

**Travelers**  
Attn: Surety Claim Dept.  
One Tower Square 2S1A  
Hartford, CT 06183

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**BOND AMOUNT:** Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

**PROJECT:** Pool Plumbing Replacement, Resurfacing & Tile Replacement

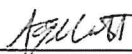
*(Name, location or address, and Project number, if any)*

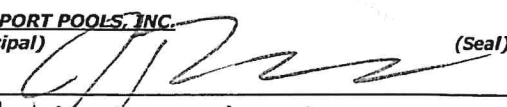
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

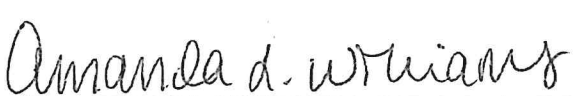
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of December, 2022.

  
\_\_\_\_\_  
*(Witness)* Andrew Elliott, Director of Security

**WESTPORT POOLS, INC.**  
*(Principal)*  *(Seal)*  
\_\_\_\_\_  
*(Title)* J. Brian Cassidy, President

  
\_\_\_\_\_  
*(Witness)* Amanda L. Williams, Witness

**Travelers Casualty and Surety Company Of America**  
*(Surety)*  *(Seal)*  
\_\_\_\_\_  
*(Title)* Andrew P. Thome, Attorney-In-Fact

State of Missouri  
County of St. Louis

On 12/13/2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

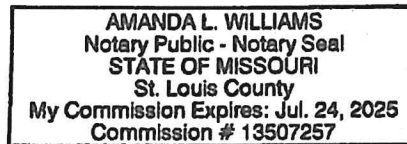
## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

*Amanda L. Williams*

Amanda L. Williams, Notary Public



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



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

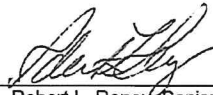
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **CHESTERFIELD**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 13th day of December, 2022.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**INTRODUCED BY ALDERMAN THOMAS**

BILL NO. 2662

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH UNION ELECTRIC COMPANY D/B/A AMEREN MISSOURI REGARDING TWO (2) STREET LIGHTS AT THE INTERSECTION OF LEWIS AND CLARK AND HAVILAND DRIVE WITHIN THE SHERWOOD HILLS SUBDIVISION IN THE CITY OF BELLEFONTAINE NEIGHBORS.**

**WHEREAS**, the Sherwood Hills subdivision is located in the City of Bellefontaine Neighbors, Missouri (the "City").

**WHEREAS**, the City has ownership and control of most of the street lights and the street lighting system in the Sherwood Hills subdivision; and

**WHEREAS**, the City has not yet accepted ownership and control over two (2) street lights located in the Sherwood Hills subdivision at the intersection of Lewis and Clark and Haviland Drive in the City, to wit: (a) Street light # 2113476 and (b) Street light # Z105996, as set forth on the Plat marked as Exhibit "A" attached hereto and incorporated herein by this reference within the Sherwood Hills subdivision; and

**WHEREAS**, the operation of the street lights and the street lighting system within the said subdivision is hereby found and determined to be a matter bearing directly on the safety, security, and well-being of the residents of the City living therein; and

**WHEREAS**, the Board of Aldermen hereby finds and declares that the City's ownership, control and payment for operation of all street lights within the Sherwood Hills subdivision would serve the public purpose of deterring crime, decreasing the possibility of traffic accidents, and increasing public safety;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:**

**SECTION ONE.**

The City hereby accepts ownership of the two (2) street lights: (a) Streetlight # 2113476 and (b) Streetlight # Z105996 located in the Sherwood Hills subdivision as set forth in Exhibit "A".

**SECTION TWO.**

The Mayor is hereby authorized and directed to enter into a contract with Union Electric Company d/b/a Ameren Missouri for the operation and payment for the two (2) street lights located in

Sherwood Hills subdivision: (a) Streetlight # 2113476 and (b) Streetlight # Z105996, as set forth in Exhibit "A" within the Sherwood Hills subdivision in the City, said contract to be in the amount regularly charged to the City by Union Electric Company d/b/a Ameren Missouri for such services.

**SECTION THREE.**

In authorizing this contract the Board of Aldermen specifically finds, declares, and states that the City is not in any way, manner, or form accepting for public ownership or maintenance, either by dedication or otherwise, any of the streets, sidewalks, rights-of-way, public infrastructure, or other property over, upon, adjacent to, or related in any manner to the street lights listed above (except for those streets, sidewalks, and rights-of-way which are now or may hereafter be dedicated to public bodies or agencies) or other property anywhere within the Sherwood Hills subdivision. Any proposed acceptance of such streets, sidewalks, rights-of-way, public infrastructure, or property by the City shall be accomplished only upon satisfaction of the terms and conditions previously established in the Indenture of Trust and Restrictions of Sherwood Hills, St. Louis County, Mo.

**SECTION FOUR.**

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

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Semmie Ruffin-Hall, City Clerk

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Tommie Pierson Sr., Mayor

Attest:

\_\_\_\_\_  
Semmie Ruffin-Hall, City Clerk

U.S. HIGHWAY 67 200' W.  
LEWIS & CLARK BLVD.



*lites*

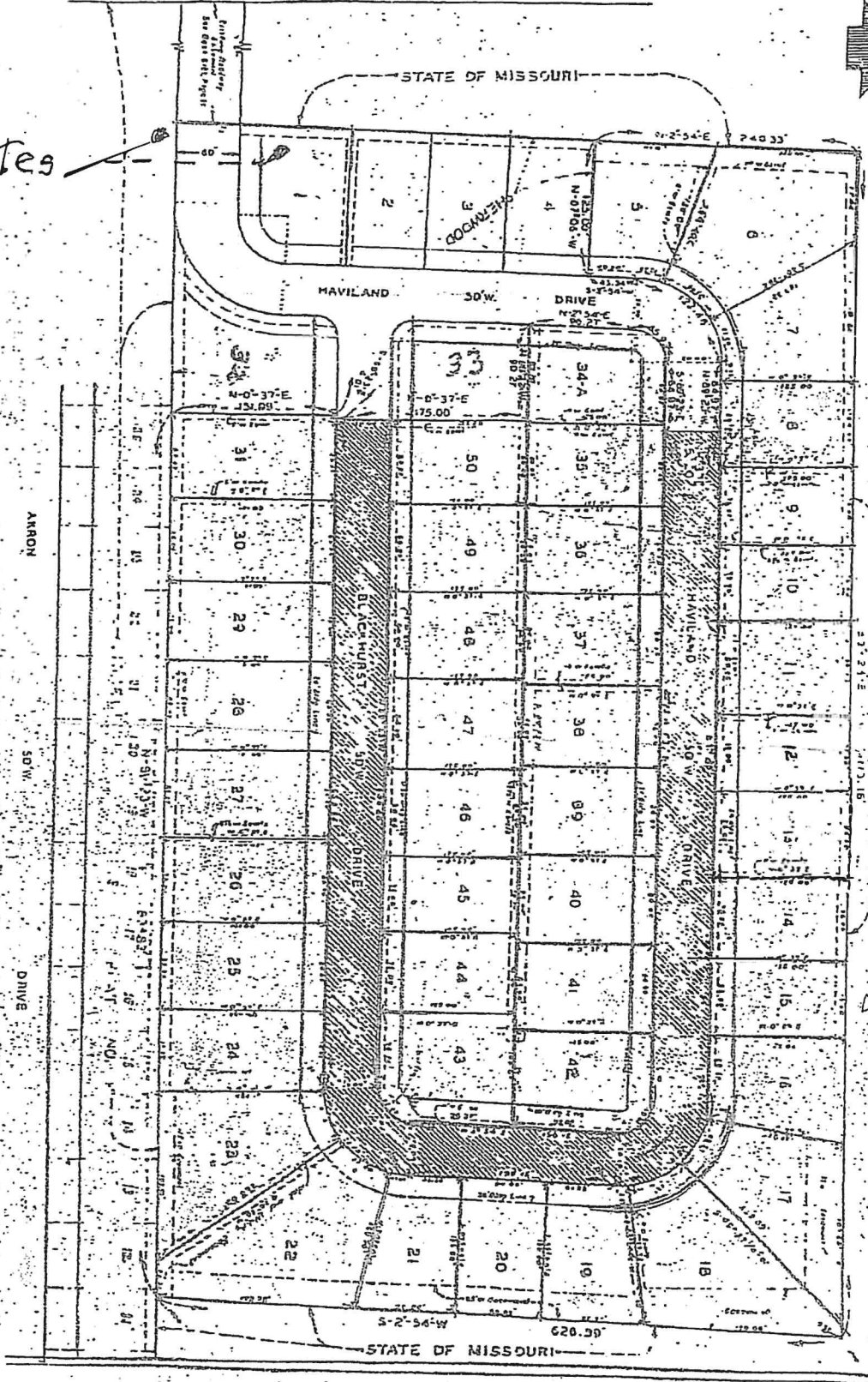


EXHIBIT "A"