

## PUBLIC NOTICE

**CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI  
THE BOARD OF ALDERPERSONS  
WORKSHOP  
THURSDAY, JANUARY 21, 2021 - 7:30PM  
VIA VIDEO/TELECONFERENCE**

**Notice is hereby given that the City of Bellefontaine Neighbors ("City") will hold its regularly scheduled Board of Alderpersons meeting on Thursday, January 21, 2021, 7:30 p.m. via video/teleconference.**

In view of the COVID-19 pandemic, and the Federal, State, County, and City Emergency Declarations, and in accordance with the provisions of Sec. 610.020, RSMo., the City acknowledges that it would be dangerous and impractical, if not impossible, for this meeting to be physically accessible to the public. The City also recognizes the need for the public's business to be attended to in order to protect the public health, safety, and welfare. In order to balance the need for both continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Alderpersons will not be open to public attendance in person. **THE MEETING WILL BE ACCESSIBLE BY THE PUBLIC IN REAL TIME ONLY BY A VIDEO/TELEPHONE CONFERENCE CALL VIA ZOOM. THE INSTRUCTIONS TO JOIN ARE BELOW:**

**To Join the meeting by via website:**

- (1) Go to Zoom at <https://zoom.us>
- (2) Select Join a Meeting
- (3) Enter Meeting ID: 825 620 8214
- (4) Enter Password: 4i85eK

**To Join the meeting by phone call (audio):**

- (1) Call 1 312 626 6799 US (Chicago)  
1 646 558 8656 US (New York)
- (2) Enter Meeting ID: 825 620 8214
- (3) When prompted, enter the Pass Code 452739

**THE AGENDA FOR THIS BOARD WORKSHOP IS SET FORTH HEREIN.**

Instruction for providing public comments: Persons interested in making their views known on any matter will be able to speak during the video/teleconference meeting under "Public Comments." In addition, anyone may send an email with their comments to the City Clerk at [FStevens@cityofbn.com](mailto:FStevens@cityofbn.com) by no later than Thursday January 21, 2021 by 12:00 p.m. All comments received by email will be entered into the public record and publicly read as time allows. All emailed comments will also be distributed to the entire Board at or before the meeting. Thank you for your understanding and patience as we all try to get through these unprecedented times.

**POSTED: January 20, 2021 @5:00 P.M.**

**BY: CITY CLERK**

**REGULAR BOA MEETING  
THURSDAY – JANUARY 21, 2021 - 7:30PM**

**BELFONTAINE NEIGHBORS BOARD OF ALDERPERSONS  
WILL CONVENE FOR THE ABOVE REFERENCED MEETING  
VIA ZOOM.**

**AGENDA**

1. CALL MEETING TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPOINTMENT –
  - A. MONTOY KELLUM – BOARD OF ADJUSTMENT
  - B. LINDA BOYLE – PARKS AND RECREATION
5. PRESENTATION OF UNAPPROVED MINUTES: REGULAR BOA MTG. 01/07/2021
6. MEETING OPEN TO PUBLIC: (With a 3-minute time limit).
7. CITY TREASURER’S REPORT
  - A. APPROVAL OF INVOICES OVER \$500
8. CITY COLLECTOR’S REPORT
9. PLANNING AND ZONING REPORT
10. BUILDING INSPECTOR REPORT
11. CITY ENGINEER REPORT
12. CHIEF OF POLICE
13. CITY ATTORNEY
14. UNFINISHED BUSINESS
  - A. OUTDOOR POOL REPAIR COST ANALYSIS
  - B. LIQUOR LICENSE
  - C. BILL NO. 2599, CONSIDER THE QUESTION, “SHALL THE BILL PASS, THE OBJECTIONS OF THE MAYOR THERETO NOTWITHSTANDING?” – ALDERWOMAN DAILES
15. NEW BUSINESS
  - A. POLICE TRAINING – CHIEF IHLER
  - B. APPROVE BUDGET ADJUSTMENT FOR STREET DEPARTMENT – JEFF ROSS
  - C. PURCHASE OF STORAGE TRAILER – JEFF ROSS
  - D. BUDGET TIMELINE PROPOSAL – ALDERWOMAN REED
  - E. NOMINEES FOR WAYS AND MEANS STANDING COMMITTEE – ALDERWOMAN REED
  - F. BILL NO. 2605, AN ORDINANCE AMENDING SECTION 2-38 TO PROHIBIT DISCRIMINATION – ALDERMAN CARROLL
  - G. BILL NO. 2606, AN ORDINANCE AMENDING SECTION 1-25(A) RELATING TO NOTICE OF MEETINGS – ALDERMAN CARROLL
  - H. RESOLUTION NO. 2021-02 – A RESOLUTION ESTABLISHING SOCIAL MEDIA POLICY – ALDERMAN CARROLL
  - I. ADDITIONAL EXPENSES OF \$3000.00 FOR THE WARD 4 BARRIERS - ALDERWOMAN DAILES
  - J. VIRTUAL BLACK HISTORY CELEBRATION AND BUDGET REQUEST – ALDERWOMAN AVANT-ELLIOTT
  - K. APPROVAL OF THE REC GYM FOR GENTLEMEN OF VISION PRACTICE – ALDERWOMAN AVANT-ELLIOTT
16. REPORT OF MAYOR
17. REPORT OF ALDERMEN
18. MEETING OPEN TO PUBLIC: (With a 3-minute time limit).
20. ADJOURNMENT

THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON’S MEETING ON JANUARY 21, 2021 WAS POSTED ON JANUARY 20, 2021 AT 5:00 P.M. IN BELFONTAINE 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: Fran Stevens, City Clerk - City of Bellefontaine Neighbors 9641 Bellefontaine Road - St. Louis, MO 63137 - (314) 867-0076

POSTED 2021-01-20 AT 5:00PM  
BY CITY CLERK

4:20 PM  
01/15/21

**BELLEFONTAINE NEIGHBORS**  
**Check Detail**

January 7 - 15, 2021

| Type           | Num   | Date       | Name                          | Account                     | Paid Amount | Original Amount |
|----------------|-------|------------|-------------------------------|-----------------------------|-------------|-----------------|
| Bill Pmt-Check | 43355 | 01/15/2021 | A T & T                       | 5001                        |             |                 |
|                |       |            |                               | 1003.4 · OPERATING ACCT-NEW |             | -2,896.23       |
|                |       |            |                               |                             | -2,896.23   | 2,896.23        |
| Bill           |       | 01/15/2021 |                               | 5025 · UTIL-TELEPHONE       | -2,896.23   | 2,896.23        |
| Bill Pmt-Check | 43358 | 01/15/2021 | AMEREN MISSOURI               |                             |             |                 |
|                |       |            |                               | 1003.4 · OPERATING ACCT-NEW |             | -19,482.96      |
|                |       |            |                               |                             | -19,482.96  | 19,482.96       |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -10.70      | 10.70           |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -3,012.35   | 3,012.35        |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -12.19      | 12.19           |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -47.90      | 47.90           |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -44.31      | 44.31           |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -22.16      | 22.16           |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -12.75      | 12.75           |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -13.40      | 13.40           |
| Bill           |       | 01/15/2021 |                               | 5313 · STREET LIGHTS        | -16,292.04  | 16,292.04       |
| Bill           |       | 01/15/2021 |                               | 5021 · UTIL-ELECTRIC        | -15.16      | 15.16           |
| Bill Pmt-Check | 43361 | 01/15/2021 | CANON SOLUTIONS AMERICA, INC. |                             |             |                 |
|                |       |            |                               | 1003.4 · OPERATING ACCT-NEW |             | -1,391.61       |
|                |       |            |                               |                             | -1,391.61   | 1,391.61        |
| Bill           |       | 01/15/2021 |                               | 5214 · EQUIPMENT            | -393.12     | 393.12          |
| Bill           |       | 01/15/2021 |                               | 5214 · EQUIPMENT            | -48.25      | 48.25           |
| Bill           |       | 01/15/2021 |                               | 5214 · EQUIPMENT            | -935.24     | 935.24          |
| Bill           |       | 01/15/2021 |                               | 5214 · EQUIPMENT            | -15.00      | 15.00           |
| Bill Pmt-Check | 43364 | 01/15/2021 | CK POWER                      |                             |             |                 |
|                |       |            |                               | 1003.4 · OPERATING ACCT-NEW |             | -2,410.54       |
|                |       |            |                               |                             | -2,410.54   | 2,410.54        |
| Bill           |       | 01/15/2021 |                               | 5031 · EQUIP-MAINT-REPAIR   | -535.54     | 535.54          |
| Bill           |       | 01/15/2021 |                               | 5031 · EQUIP-MAINT-REPAIR   | -1,875.00   | 1,875.00        |
|                |       |            |                               |                             | -2,410.54   | 2,410.54        |

4:20 PM  
01/15/21

## BELLEFONTAINE NEIGHBORS Check Detail January 7 - 15, 2021

|                 |                  |            |                                  |                             |  |           |  |           |  |
|-----------------|------------------|------------|----------------------------------|-----------------------------|--|-----------|--|-----------|--|
| Bill Pmt -Check | 43365            | 01/15/2021 | DEFENDER PRODUCT SOLUTIONS, LLC. | 1003.4 · OPERATING ACCT-NEW |  |           |  | -500.00   |  |
| Bill            | -001             | 01/15/2021 |                                  | 5611 · EQUIP-MAINT          |  | -250.00   |  | 250.00    |  |
| Bill            | INV # DPS-21-003 | 01/15/2021 |                                  | 5611 · EQUIP-MAINT          |  | -250.00   |  | 250.00    |  |
| <hr/>           |                  |            |                                  |                             |  |           |  |           |  |
| Bill Pmt -Check | 43367            | 01/15/2021 | FEDERAL SIGNAL CORPORATION       | 1003.4 · OPERATING ACCT-NEW |  |           |  | -4,691.40 |  |
| Bill            | INV # 7655091    | 01/15/2021 |                                  | 5250 · CAPITAL EXPENSE      |  | -4,350.00 |  | 4,350.00  |  |
| Bill            | INV # 7654323    | 01/15/2021 |                                  | 5250 · CAPITAL EXPENSE      |  | -341.40   |  | 341.40    |  |
| <hr/>           |                  |            |                                  |                             |  |           |  |           |  |
| Bill Pmt -Check | 43370            | 01/15/2021 | HOCHSCHILD, BLOOM & COMPANY LLP  | 1003.4 · OPERATING ACCT-NEW |  |           |  | -630.00   |  |
| Bill            | INV # 77942      | 01/15/2021 |                                  | 5010 · AUDIT FEE            |  | -630.00   |  | 630.00    |  |
| <hr/>           |                  |            |                                  |                             |  |           |  |           |  |
| Bill Pmt -Check | 43380            | 01/15/2021 | PAYNE CREST ELECTRIC             | 1003.4 · OPERATING ACCT-NEW |  |           |  | -3,548.00 |  |
| Bill            | INV # 140545     | 01/15/2021 |                                  | 5536 · SALT STORAGE SHED    |  | -3,548.00 |  | 3,548.00  |  |
| <hr/>           |                  |            |                                  |                             |  |           |  |           |  |
| Bill Pmt -Check | 43381            | 01/15/2021 | PIER ST. LOUIS                   | 1003.4 · OPERATING ACCT-NEW |  |           |  | -510.00   |  |
| Bill            | INV # 66323      | 01/15/2021 |                                  | 5311 · EQUIP-MAINT          |  | -240.00   |  | 240.00    |  |
| Bill            | INV # 66301      | 01/15/2021 |                                  | 5311 · EQUIP-MAINT          |  | -270.00   |  | 270.00    |  |
| <hr/>           |                  |            |                                  |                             |  |           |  |           |  |
| Bill Pmt -Check | 43384            | 01/15/2021 | REJIS COMMISSION                 | 1003.4 · OPERATING ACCT-NEW |  |           |  | -5,130.83 |  |
| Bill            | INV # 453525     | 01/15/2021 |                                  | 5219 · IT REJIS-POLICE      |  | -10.50    |  | 10.50     |  |
| Bill            | INV # 453436     | 01/15/2021 |                                  | 5017 · IT REJIS FEES        |  | -5,120.33 |  | 5,120.33  |  |
| <hr/>           |                  |            |                                  |                             |  |           |  |           |  |
|                 |                  |            |                                  |                             |  | -5,130.83 |  | 5,130.83  |  |



4:20 PM  
01/15/21

**BELLEFONTAINE NEIGHBORS**  
**Check Detail**  
January 7 - 15, 2021

|                 |                |            |                                 |                             |           |          |             |
|-----------------|----------------|------------|---------------------------------|-----------------------------|-----------|----------|-------------|
| Bill Pmt -Check | 43386          | 01/15/2021 | SIGNATURE EXTERIORS             | 1003.4 · OPERATING ACCT-NEW | -950.00   | 950.00   | -950.00     |
| Bill            | INV # MO-12378 | 01/15/2021 |                                 | 5511 · EQUIP-MAINT          | -950.00   | 950.00   | 950.00      |
| Bill Pmt -Check | 43390          | 01/15/2021 | VERIZON WIRELESS                | 1003.4 · OPERATING ACCT-NEW | -520.07   |          | -520.07     |
| Bill            |                | 01/15/2021 |                                 | 5025 · UTIL-TELEPHONE       | -128.44   | 128.44   | -128.44     |
| Bill            |                | 01/15/2021 |                                 | 5524 · TELEPHONE            | -94.04    | 94.04    | -94.04      |
| Bill            |                | 01/15/2021 |                                 | 5225 · MOBILE PHONES        | -297.59   | 297.59   | -297.59     |
| Bill Pmt -Check | 43394          | 01/15/2021 | WHITE COLEMAN & ASSOCIATES, LLC | 1003.4 · OPERATING ACCT-NEW | -8,113.00 |          | -8,113.00   |
| Bill            | INV # 27452    | 01/15/2021 |                                 | 5043 · LEGAL FEES-REG       | -8,113.00 | 8,113.00 | -8,113.00   |
| Bill Pmt -Check | 43395          | 01/15/2021 | SPIRE                           | 1003.4 · OPERATING ACCT-NEW | -3,140.49 |          | -3,140.49   |
| Bill            |                | 01/15/2021 |                                 | 5022 · UTIL-GAS             | -3,140.49 | 3,140.49 | -3,140.49   |
|                 | TOTAL          | 14         |                                 |                             |           |          | \$53,915.13 |

**City of Bellefontaine Neighbors**  
**Collector's Report**  
**Nov-20**

| <u>Tax Source</u>                   | <u>City</u>    | <u>Date</u>     | <u>Amount</u> | <u>Current Month</u> | <u>Year-to-Date</u> |
|-------------------------------------|----------------|-----------------|---------------|----------------------|---------------------|
|                                     | <u>Receipt</u> | <u>Received</u> |               | <u>Subtotal</u>      | <u>Subtotal</u>     |
| <u>Capital Improvement Tax</u>      |                |                 |               |                      |                     |
| Missouri Department of Revenue      | 86820          | 11/19/2020      | 49,131        | 49,131               | 289,586             |
| <i>Subtotal</i>                     |                |                 |               |                      |                     |
| <u>Cigarette Tax</u>                |                |                 |               |                      |                     |
| Missouri Department of Revenue      | 86918          | 11/30/2020      | 2,016         | 2,016                | 12,250              |
| <i>Subtotal</i>                     |                |                 |               |                      |                     |
| <u>Motor Fuel Tax</u>               |                |                 |               |                      |                     |
| Missouri Department of Revenue      | 86905          | 11/24/2020      | 23,434        | 23,434               | 132,243             |
| <i>Subtotal</i>                     |                |                 |               |                      |                     |
| <u>Utility Tax</u>                  |                |                 |               |                      |                     |
| Ameren Missouri                     | 86817          | 11/06/2020      | 33,159.89     |                      |                     |
| AAA Materials                       |                |                 |               |                      |                     |
| Cellco Partnership                  | 86920          | 11/30/2020      | 488.55        |                      |                     |
| Centurylink Communications          |                |                 |               |                      |                     |
| Centurytel, Inc.                    |                |                 |               |                      |                     |
| Charter Communications              | 86901          | 11/23/2020      | 616.69        |                      |                     |
| Charter Advanced Services (MO) LLC  |                |                 |               |                      |                     |
| City Village Tax Office             |                |                 |               |                      |                     |
| Cricet Wireless                     | 86916          | 11/30/2020      | 72.11         |                      |                     |
| Miscellaneous Entries               |                |                 |               |                      |                     |
| Missouri-American Water Company     | 86917          | 11/30/2020      | 15,522.96     |                      |                     |
| New Cingular Wireless PCS LLC       | 86911          | 11/25/2020      | 1,549.19      |                      |                     |
| Ooma,Inc                            |                |                 |               |                      |                     |
| SBC Long Distance, LLC              | 86915          | 11/30/2020      | 102.52        |                      |                     |
| Socket Telecom, LLC                 |                |                 |               |                      |                     |
| Southwestern Bell Telephone Company | 86910          | 11/25/2020      | 2,315.53      |                      |                     |
| Spire Missouri                      | 86821          | 11/19/2020      | 12,306.02     |                      |                     |
| Sprint Spectrum                     | 86912          | 11/25/2020      | 2,146.97      |                      |                     |
| T-Mobile Central LLC                | 86902          | 11/23/2020      | 600.85        |                      |                     |
| Tracfone Wireless                   | 86823          | 11/19/2020      | 153.57        |                      |                     |
| Verizon Wireless (VAW) LLC          |                |                 |               |                      |                     |
| <i>Subtotal</i>                     |                |                 |               |                      |                     |
| <b>Tax Source</b>                   |                |                 |               | <b>69,136</b>        | <b>317,243</b>      |

| <u>Tax Source</u>                                | <u>City</u>    | <u>Date</u>     | <u>Amount</u> | <u>Current Month</u> | <u>Year-to-Date</u> |
|--|----------------|-----------------|---------------|----------------------|---------------------|
|  | <u>Receipt</u> | <u>Received</u> |               | <u>Subtotal</u>      | <u>Subtotal</u>     |
| <u>Motor Vehicle Tax</u>                         |                |                 |               |                      |                     |
| Motor Vehicle Fee Increase                       | 86905          | 11/24/2020      | 3,910         |                      |                     |
| Motor Vehicle Sales Tax                          | 86905          | 11/24/2020      | 8,062         | 11,972               | 74,341              |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <u>Personal Property, Real Estate and Sewer</u>  |                |                 |               |                      |                     |
| sewer  | 86819          | 11/18/2020      | 2,050         |                      |                     |
| special assessment                               | 86819          | 11/18/2020      | -             |                      |                     |
| real estate                                      | 86819          | 11/18/2020      | 11,483        |                      |                     |
| interest   | 86819          | 11/18/2020      | -             |                      |                     |
| <u>Subtotal</u>                                  |                |                 |               | 13,534               | 101,522             |
| <u>Road &amp; Bridge Fund</u>                    |                |                 |               |                      |                     |
| St. Louis County                                 | 86825          | 11/23/2020      | 758           | 758                  | 5,780               |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <u>Sales Tax</u>                                 |                |                 |               |                      |                     |
| St. Louis County                                 | 86822          | 11/19/2020      | 112,214       | 112,214              | 355,551             |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <u>County Public Safety Sales Tax-: "Prop P"</u> |                |                 |               |                      |                     |
| St. Louis County                                 | 86818          | 11/18/2020      | 39,049        | 39,049               | 475,034             |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <u>Financial Institution Taxes</u>               |                |                 |               |                      |                     |
| <u>Subtotal</u>                                  |                |                 |               |                      | 167,340             |
| <u>City Licenses</u>                             |                |                 |               |                      |                     |
| Occupational Licenses                            |                |                 |               |                      |                     |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <u>Retail Merchant</u>                           |                |                 |               |                      |                     |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <u>Manufacturer's</u>                            |                |                 |               |                      |                     |
| <u>Liquor</u>                                    |                |                 |               |                      |                     |
| <u>Subtotal</u>                                  |                |                 |               |                      |                     |
| <b>TOTAL NOV 2020</b>                            |                |                 |               | 321,243              | 2,083,529           |
| Fiscal Year-to-Date 2020-2021                    |                |                 |               |                      |                     |

REPORT PREPARED BY: Cathy Broussard - City Collector

**Fran Stevens**

---

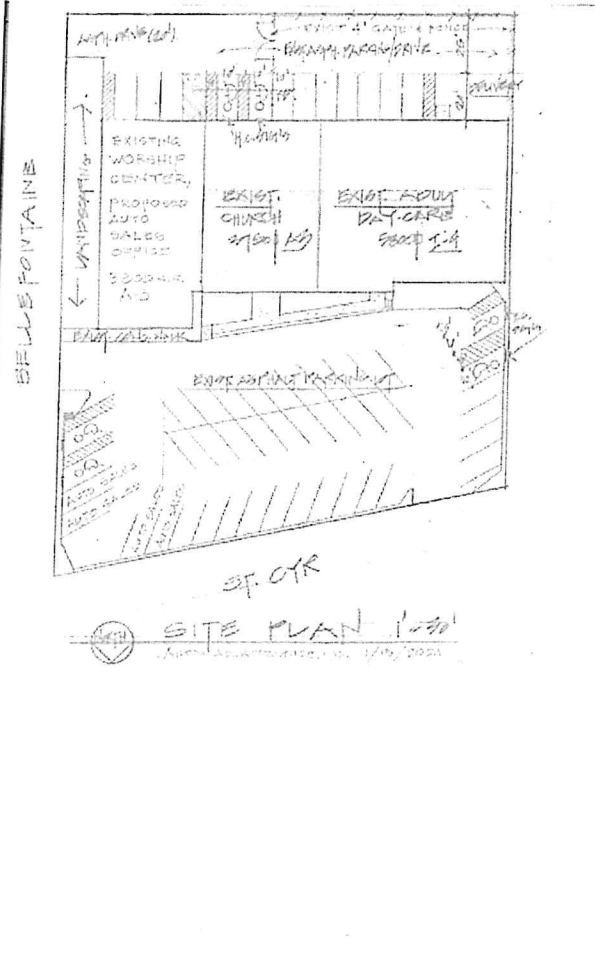
**From:** Patrick Barrett <pbar21@charter.net>  
**Sent:** Wednesday, January 20, 2021 8:04 AM  
**To:** Fran Stevens  
**Subject:** Fwd: P&Z Report for BOA Meeting 1/21/2021 - Drawings for S&J Online Auto Sales @ 1000 St Cyr Road  
**Attachments:** 1000 St. Cyr Road, MySite Plan.pdf; AUTO SALES OFFICE tenth scale final revision.pdf; P&Z Report for BOA mtg 1-21-2021.pdf

Fran,

Here are drawings submitted for S&J Online Auto Sales.

Thanks,

Pat Barrett



Begin forwarded message:

**From:** Patrick Barrett <[pbar21@charter.net](mailto:pbar21@charter.net)>  
**Subject:** P&Z Report for BOA Meeting 1/21/2021  
**Date:** January 19, 2021 at 11:01:54 AM CST  
**To:** Fran Stevens <[fstevens@cityofbn.com](mailto:fstevens@cityofbn.com)>

Fran,

As discussed, here is the P&Z Report for this Thursday's Board meeting.

I will forward a separate document concerning the outdoor pool later tonight or first thing tomorrow.

Thanks,

Pat Barrett  
(H) 314-388-2439  
[pbar21@charter.net](mailto:pbar21@charter.net)

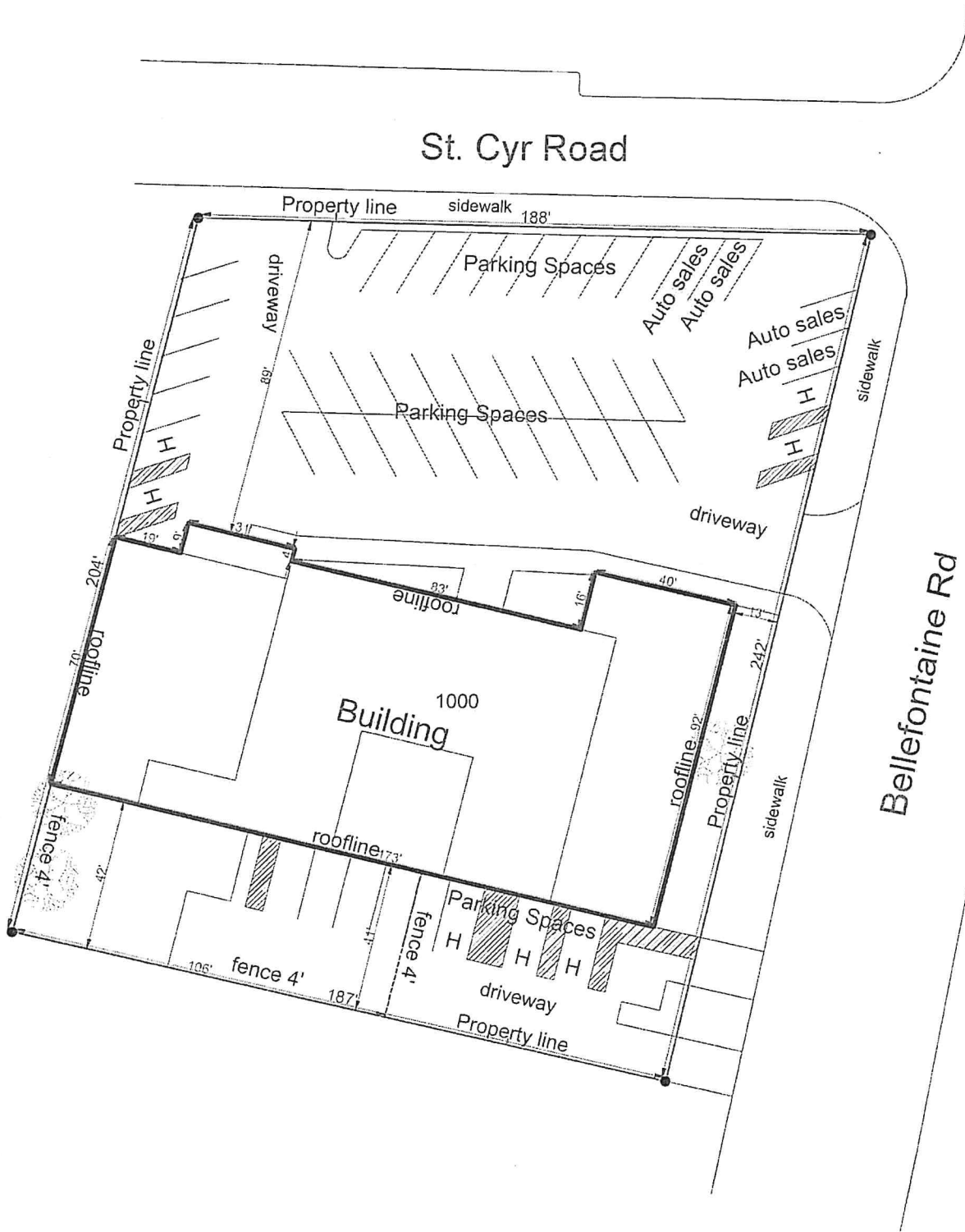
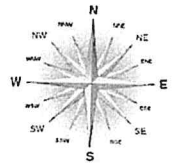
# SITE PLAN

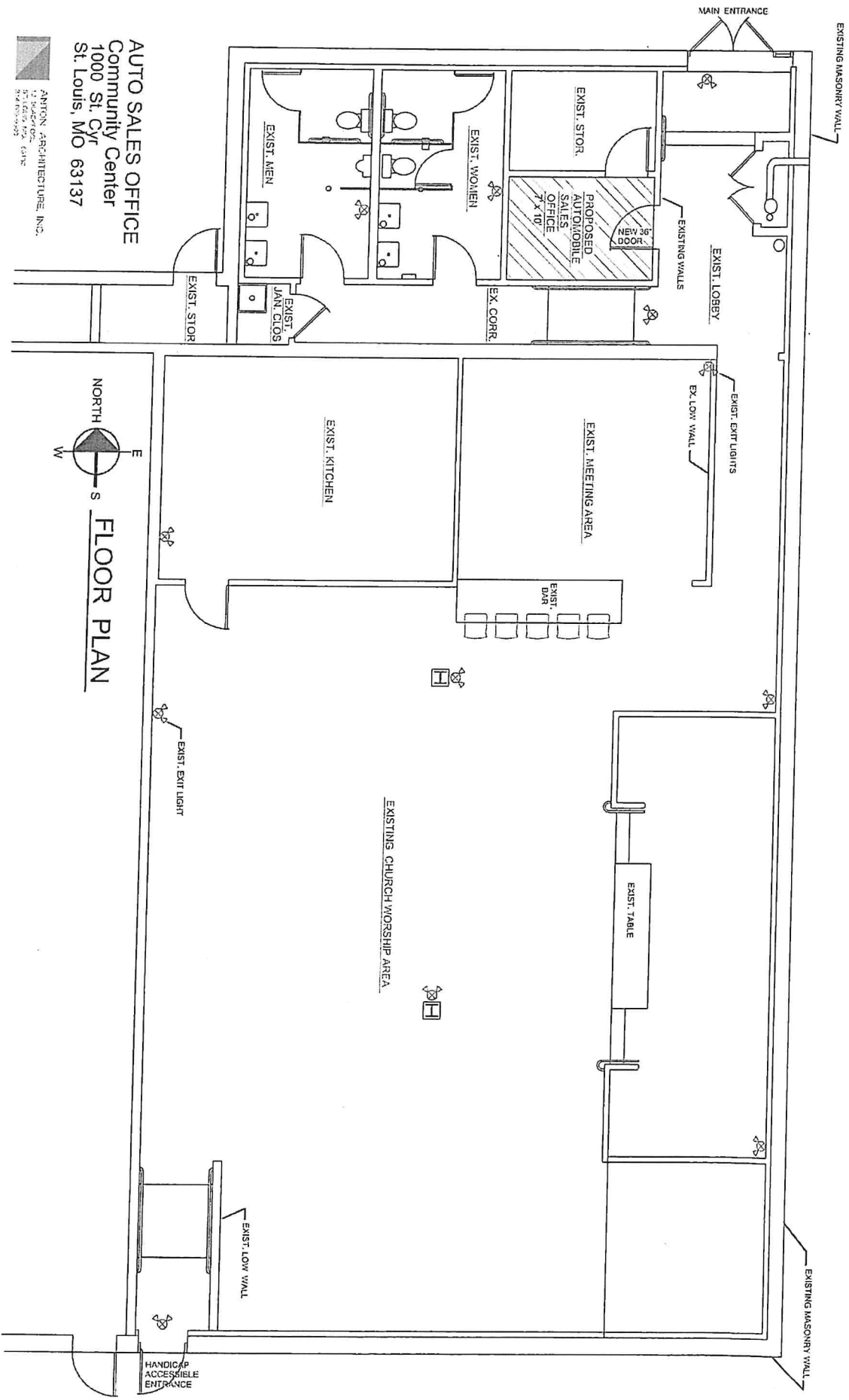
Address: 1000 St. Cyr Road

City, State, ZIP: St. Louis, Mo 63137

Country: USA

Scale 1":40'





NORTH  
  
 SOUTH  
**FLOOR PLAN**

**AUTO SALES OFFICE**  
 Community Center  
 1000 St. Cyr  
 St. Louis, MO 63137

ANTON ARCHITECTURE, INC.  
 1414 S. GARDEN ST.  
 ST. LOUIS, MO 63104  
 314-435-1234

**Planning & Zoning Commission Report to BOA – January 21, 2021**  
**From P&Z Meeting 1/11/2021**

**1000 St. Cyr Road, Rosemary Whitehead**

At our meeting Monday January 11th, Ms. Rosemary Whitehead returned to formally request a conditional use permit to add an online auto sales business to the businesses already operating at 1000 St. Cyr Road, a C-2 Commercial Business District.

Ms. Whitehead owns & operates Sun Valley Adult Care at that address along with DelRose Place, a banquet center. A church ministry also rents space & holds services there twice a week. Online auto sales would be a fourth use at the location, to be run by her daughter Shannon James and son Jared Sykes.

The proposed business would be auto sales by appointment only, 4-6 hrs/day, Tuesday-Saturday. No servicing or prep of automobiles would take place there. A maximum of three (3) cars for sale would be parked in the northeast corner of the parking lot in designated spots plus one spot for customer parking. The Missouri Dept. of Revenue requires a sales office be located on the same lot as the cars for sale and for them to display a sign on the facility with their business name "S&J Online Auto Sales LLC" in letters 6" minimum height, smaller than letters on their existing sign.

The City Engineer, Building Inspector and P&Z Chairman visited the site on Tuesday January 5<sup>th</sup> to see where the sales office for the business would be located, its fire rating and proximity to restrooms. All were in proper order. Rosemary Whitehead is a long time business owner in good standing with the city.

The Commission is recommending the Board grant Ms. Whitehead a conditional use permit to operate this business, online auto sales, in accordance with the following conditions:

1. Auto sales will be made by appointment only.
2. No more than three (3) cars on premises for sale at any one time.
3. No automotive repair, service or prep shall be performed at the location.
4. Signage required by other authorities having jurisdiction (State of Missouri) shall be minimal in size. Emphasis will remain to the businesses already operating at the site.
5. Any e-mail address used for the business shall be worded in a way as to not give away the physical address to having avoid interested parties visit the site after hours or on weekends. For example, e-mail addresses similar to [autosales@sunvalleyadultcare.org](mailto:autosales@sunvalleyadultcare.org) or [S&JOnline@1000stcyrroad.com](mailto:S&JOnline@1000stcyrroad.com) should not be used

If the Board decides to hear the case at a public hearing as prescribed by city code Sec. 29-95 (3)(b) Conditional Use Regulations - Procedures, the City Clerk will send out notification letters to all property owners within 185 ft. of the site announcing the date & time of the hearing (aldermanic meeting) and that they may express their views during that time. The hearing may take place only after a 15 day minimum notification period during which the City Clerk will advertise the hearing in a newspaper of public circulation during this time.

**Air BNB's/Short Term Rentals**

The question of AirBNB's and short term rentals was discussed at our meeting. Various points of view were expressed. The City of St. Louis has regulations concerning AirBNB's & short term rentals and collects 3.75% Convention & Tourist tax and 3.5% Convention & Sports tax on them - the same as for hotels, motels and bed & breakfasts. St. Louis County does not address them in their code at all. After discussion, the consensus of members was that potential disadvantages associated with short term rentals outweighed potential benefits. Members of the commission voted unanimously to **not recommend** Bellefontaine Neighbors allow AirBNB's or Short Term Rentals to operate within the city.





# CITY OF BELLEFONTAINE NEIGHBORS

**TO:** Mayor Pierson and Board of Aldermen

**FROM:** City Engineer

**RE:** Permits Issued for the Month of December 2020

---

| <u>Type of Permit</u>                   | <u>Number Issued</u> | <u>Fee Collected</u> |
|---|----------------------|----------------------|
| Occupancy - Residential (New Rental)    | 0                    | \$0.00               |
| Occupancy - Residential (Repeat Rental) | 0                    | \$0.00               |
| Occupancy - Residential (Owner)         | 0                    | 0.00                 |
| Occupancy - Residential (Update)        | 0                    | 0.00                 |
| Occupancy - Commerical                  | 0                    | 0.00                 |
| Building Inspections Application        | 34                   | 2,550.00             |
| Concrete Permits                        | 3                    | 210.00               |
| Construction Permits                    | 0                    | 0.00                 |
| Roofing Permits                         | 7                    | 420.00               |
| Siding Permits                          | 0                    | 0.00                 |
| Heating and A/C Permits                 | 7                    | 525.00               |
| Excavation Permits                      | 9                    | 900.00               |
| Dumpster Permits                        | 2                    | 100.00               |
| <br>                                    |                      |                      |
| TOTAL                                   | 62                   | \$4,705.00           |

---

---

Respectfully submitted,

Clayton Klein  
City Engineer  
City of Bellefontaine Neighbors

**Crime and Activity Report  
December 2020**

|                                     | Dec 2020    | YTD          |
|-------------------------------------|-------------|--------------|
| <b>Offenses</b>                     | <b>51</b>   | <b>591</b>   |
| Homicide                            | 0           | 1            |
| Rape                                | 0           | 2            |
| Robbery                             | 3           | 27           |
| Assault                             | 10          | 160          |
| Burglary                            | 10          | 98           |
| Larceny                             | 14          | 155          |
| Motor Vehicle Theft                 | 14          | 148          |
| <b>Calls for Service</b>            | <b>2010</b> | <b>29414</b> |
| Directed                            | 834         | 11658        |
| Assisted                            | 566         | 8274         |
| Self-Initiated                      | 610         | 9482         |
| <b>Police Reports</b>               | <b>154</b>  | <b>2123</b>  |
| <b>Accident Reports</b>             | <b>34</b>   | <b>524</b>   |
| State                               | 14          | 165          |
| County                              | 12          | 157          |
| Municipal                           | 8           | 79           |
| Private Property                    | 0           | 20           |
| Other                               | 0           | 0            |
| Unknown                             | 0           | 0            |
| <b>Crime Prevention Checks</b>      | <b>27</b>   | <b>121</b>   |
| <b>Field Interview Reports</b>      | <b>9</b>    | <b>85</b>    |
| <b>Motorist Contacts</b>            | <b>32</b>   | <b>725</b>   |
| Violations:                         |             |              |
| Moving                              | 23          | 315          |
| Equipment                           | 2           | 70           |
| License                             | 6           | 197          |
| Investigative                       | 6           | 54           |
| Results:                            |             |              |
| Citations                           | 23          | 379          |
| Warnings                            | 11          | 216          |
| Custodial Arrest                    | 1           | 4            |
| No Action                           | 3           | 19           |
| Other                               | 0           | 1            |
| <b>Ordinance Violation Warnings</b> | <b>10</b>   | <b>451</b>   |
| Vehicles                            | 8           | 328          |
| Occupancy                           | 0           | 10           |
| Vegetation                          | 0           | 83           |
| Animals                             | 1           | 20           |
| Other                               | 1           | 10           |

INTRODUCED BY ALDERMAN AVANT-ELLIOTT

BILL NO. 2599

ORDINANCE NO. 2592

**AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CURTIS, HEINZ, GARRETT & O'KEEFE, PC. TO RETAIN THE SERVICES OF THE LAW FIRM AND HELMUT STARR TO ACT AS SPECIAL LEGAL COUNSEL TO THE CITY REGARDING VARIOUS CITY LEGAL ISSUES.**

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

**Section 1.**

The Mayor or other appropriate city officials are hereby authorized to execute and enter into an agreement for professional services with Curtis, Heinz, Garrett & O'Keefe, PC to retain Helmut Starr to serve as special counsel related to legal issues of the City as requested from time to time by the Mayor or the Board of Aldermen and in substantial accordance with the terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by this reference.

**Section 2.**

This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

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

Attest:

\_\_\_\_\_  
Fran Stevens, City Clerk

\_\_\_\_\_  
Tommie L. Pierson, Mayor

Attest:

\_\_\_\_\_  
Fran Stevens, City Clerk

**APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

CONTRACT  
SPECIAL COUNSEL

The Contract made and entered into this 5 day of November 2020, by and between the City of Bellefontaine Neighbors, hereinafter referred to as "City", and Helmut Starr, hereinafter referred to as "Attorney":

WITNESSETH:

WHEREAS, it is the desire of the City of Bellefontaine Neighbors and the Attorney to reduce to writing the terms under which Attorney will perform services as Special Counsel for the City of Bellefontaine Neighbors,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Employment: City hereby employs Helmut Starr as Special Counsel, and Helmut Starr hereby accepts such employment upon the terms and conditions hereinafter set forth.
2. Employment Period: The employment period shall commence as of the date of execution hereof and shall continue until the Board of Aldermen determines that the Special Counsel services described herein are no longer needed, unless earlier terminated by either party effective 60 days following written notice thereof to the other party.
3. Licensed: The Attorney shall be duly licensed to practice law in the State and Federal Courts within the State of Missouri.
4. Base Salary Duties: The duties of the Special Counsel, if they include attendance at regular meetings of the Board of Aldermen held on the first and third Thursdays of each month, shall be paid for at a base salary as defined in paragraph five (5) hereof.
5. Base Salary: The base salary will be Three Hundred Fifty Dollars

(\$350.00) per regular meeting set forth in paragraph 4 above.

6. Substitute Attorney: In the event Helmut Starr cannot attend a meeting of the Board of Aldermen or other board or commission as requested, the Board President will determine whether there is a need for Special Counsel services at such meeting. If, in the opinion of the Board President, legal counsel is required, Helmut Starr shall provide, at the same cost as set forth in paragraph 5 above, a substitute Attorney from the Curtis, Heinz, Garrett & O'Keefe, P.C. law firm with municipal law experience to attend such meeting. The substitute Attorney shall also be licensed to practice law in the State and Federal Courts within the State of Missouri.

7. Additional Duties: In addition to the Special Counsel's duties that may be requested as set forth in Paragraph four (4), above, it shall further be the Special Counsel's duty to, upon the request of the Mayor or the Board President, as authorized periodically by the Board of Aldermen, to: (a) review contracts entered into by the City; (b) attend special or additional meetings of the Board of Aldermen, meetings of the Planning and Zoning Commission and the Board of Adjustment; (c) to consult with the Mayor, the Board of Aldermen or other City officials in drafting legal opinions, ordinances or resolutions; (d) represent the City in other matters, as directed by the Mayor or the Board of Aldermen, in Federal and State Courts and in or before State and Federal administrative agencies and commissions; and (e) generally represent and advise the City of Bellefontaine Neighbors and its officials in such other legal matters as may be required from time to time.

8. Additional Salary: In addition to the base salary for services as set forth in paragraph five (5), shall be paid additional compensation for the performance of all

matters as set forth in Paragraph seven (7) at the rate of Two Hundred Fifty Dollars (\$250.00) per hour for Helmut Starr and partners of the firm, One Hundred and Sixty-Five Dollars (\$165.00) per hour for attorneys who are associates of the firm and Ninety Dollars (\$90.00) per hour for paralegal services through April 30, 2021. Beginning May 1, 2021, the hourly rates of compensation shall change to Two Hundred and Sixty Dollars (\$260.00) per hour for Helmut Starr and partners of the firm, One Hundred and Seventy-Five Dollars (\$175.00) for attorneys who are associates of the firm and Ninety Dollars (\$90.00) for paralegal services through April 30, 2022. Beginning May 1, 2022, the hourly rates of compensation shall change to Two Hundred and Seventy Dollars (\$270.00) per hour for Helmut Starr and partners of the firm, One Hundred and Eighty-Five Dollars (\$185.00) for attorneys who are associates of the firm and One Hundred Dollars (\$100.00) for paralegal services. Special Counsel authorized to use the services of other lawyers in the firm of which he is a member for the performance of any of the services hereinabove set forth. Special Counsel shall submit a statement to City for such additional services, if any, on a monthly basis stating the rate and a detailed statement of the number of hours required to provide such services. The additional hourly compensation shall be due and paid to Special Counsel no later than thirty (30) days following the date of each such statement. All Special Counsel services shall be under the direction and control of Special Counsel Helmut Starr.

9. Supersedes Prior Contracts: The execution of this contract shall serve to supersede any prior contractual arrangements between the parties relating to the same or similar matters, effective on the first day of the month following the date of execution first stated above.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first  
above written.

HELMUT STARR

CITY OF BELLEFONTAINE NEIGHBORS

\_\_\_\_\_  
Helmut Starr,  
Special Counsel

\_\_\_\_\_  
Tommie L. Pierson  
Mayor

ATTEST:

\_\_\_\_\_  
Fran Stevens, City Clerk



VETO MESSAGE


BILL NUMBER 2599

TO: Members of the Board of Alderpersons  
From : Mayor Tommie Pierson Sr.  
RE: Bill No. 2599

I am returning herewith Bill No. 2599, entitled: AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CURTIS, HEINZ, GARRETT & O'KEEFE, PC. TO RETAIN THE SERVICES OF THE LAW FIRM AND HELMUT STARR TO ACT AS SPECIAL LEGAL COUNSEL TO THE CITY REGARDING VARIOUS CITY LEGAL ISSUES, which was passed by the Board of Alderpersons with 5 affirmative votes and 2 negative votes at the meeting of the Board on November 19, 2020.

It is my firm belief that adoption of this Bill is not in the best interest of the City of Bellefontaine Neighbors, Missouri. In accordance with the authority of my office, I hereby notify you that I decline to sign Bill No. 2599 and hereby veto the same and return it to you for further consideration as provided by law.

For the foregoing reasons, I hereby return Bill Number 2599 unexecuted and hereby refuse to approve same.

  
Tommie Pierson Sr., Mayor      Dec. 2, 2020  
Date



# Armorer's Courses

**AR-15/M-4      Remington 870**

**MISSOURI P.O.S.T. CERTIFIED**

Courses presented by Triton Training Group in coordination with the  
St Louis & Municipal Police Academy.

**Remington 870**

**February 8-9, 2021                      8 a.m. - 4 p.m.                      \$400.00**

**AR-15/M-4 (Non-Manufacturer Specific)**

**February 10-11, 2021                      8 a.m. - 4 p.m.                      \$400.00**

**Classes to be held at:**

**St. Louis County & Municipal Police Academy**

**1266 Sutter Avenue**

**St. Louis, Missouri 63133-1934**

Class room materials and tools will be provided by Triton Training Group, with the exception of the 870 class, students will be required to bring an 870 to class. Each class will provide an in depth education on the platform to include detailed disassembly, trouble shooting, cleaning and maintenance and inspection. Certificates provided are good for 3 years and include post class support with assistance as needed, classes are Missouri POST Certified.

*Triton Training Group can be reached for registration at 276-266-4254 or*

**[LE@tritontraininggroup.com](mailto:LE@tritontraininggroup.com)**

Questions regarding the Host location can be directed to:  
Becky Murphy at 314-863-2317 or [bamurphy@stlouisco.com](mailto:bamurphy@stlouisco.com)

## **Fran Stevens**

---

**From:** Jeff Ross  
**Sent:** Wednesday, January 13, 2021 12:41 PM  
**To:** Fran Stevens  
**Subject:** Budget Adjustment ( Street Department )

Fran,

I would like a budget adjustment for the Street Department to be put on the agenda to be presented to the BOA for the meeting on January 21<sup>st</sup>.

In discussion would be to be granted approval of \$1350.00 out of Asphalt/Concrete line item 5325 to purchase a pallet of tar for road repair.

Thank You,  
Jeff Ross

## **Fran Stevens**

---

**From:** Jeff Ross  
**Sent:** Tuesday, January 19, 2021 9:47 AM  
**To:** Fran Stevens  
**Subject:** Storage Containers Trailers

Fran,  
City is in need of purchasing a storage trailer to be able to separate Administration files, documents and etc. from the Court documents. A 40 ft container would be recommended. 3 separate bids were gathered.

Pac-Van quote for 40' used trailer delivered \$3,695.00  
American Trailer & Storage quote for 40' used trailer delivered \$3,150.00  
River Roads Sales and Leasing quote for 40' used trailer the range given \$2,450.00-\$3,250 depending on trailer selection plus a one time \$150.00 delivery fee.

Please note these bids were gathered on January 13<sup>th</sup> and are good for 14 days only.

Jeff Ross

**RIVER-ROADS SALES & LEASING**  
YOUR FULL SERVICE SEMI-TRAILER &  
STORAGE CONTAINER DEALER



**Nick Phillips**  
Operations Assistant

9010 HALL ST. ST. LOUIS, MO 63147-2994  
(314) 389-7487 EXT. 265 FAX (314) 868-3852  
CELL: (314) 575-6141  
E-MAIL: Nick.Phillips@river-roads.com  
WWW.RIVER-ROADS.COM

**Transcraft**

**WABASH**

**IBENSON**

Quote on New/Used shipping Containers

For City of Bellefontaine Neighbors

20' Used - \$1,950

20' New - \$3,250

40' Used - \$2,450 to \$3,250

40' New - \$4,950

Delivery to 9641 Bellefontaine Rd. - \$150.

~~Sales Tax (09679) on container only, not on delivery.~~

Quote is good for 14 days  
1/12/21



St. Louis  
 79 North Central Drive  
 O'Fallon, MO 63366  
 PH: (314) 450-8023  
 FAX: (314) 480-3035

Purchase Agreement No: SFQ-673930  
 Purchase Agreement Date: 01-15-2021  
 Purchase Agreement Expires: 7 days  
 Sales Consultant: Tim Abeln  
 Email: tabeln@pacvan.com

**Billing Information**

CITBIL  
 City of Bellefontaine Neighbors  
 Jeff Ross  
 9641 Bellefontaine Rd.  
 St. Louis, MO 63137  
 Ph:(314) 867-0076  
 Fax:(314) 867-0214

**Shipping Information**

City of Bellefontaine Neighbors  
  
 Bellefontaine, MO 63137  
 Jeff Ross  
 Ph:(314) 867-0076

| Charges                              | Quantity | Unit Price | Total Sale Price |
|--------------------------------------|----------|------------|------------------|
| USED/Pac-Van 40SC/STD - Cargo Worthy | 1.00     | \$3,450.00 | \$3,450.00       |
| Delivery                             | 1.00     | \$245.00   | \$245.00         |

Total: \$3,695.00

**Notes:**

- \*\* OPTION - NEW "ONE TRIP" 40'SC
- \$4,950.00 + \$245.00 (Delivery).
- \*\* Equipment is sold in "as is" condition.

**SPECIAL OFFER:**

**Need temporary space?**

Please ask us about our special pricing on select Mobile Offices and Modular Buildings with your order.

Included With Your Pac-Van Agreement:  
 Superior Customer Service  
 Nationwide Service From a Local Company  
 Your One Stop for Mobile & Ground-Level Offices, Modular Buildings, and Storage Equipment

*This agreement is made between Pac-Van, Inc., herein called the Seller, and City of Bellefontaine Neighbors herein called the Purchaser, and is subject to the Equipment and/or Services Purchase Agreement Terms and Conditions attached hereto.*

*The purchaser is responsible for securing any and all applicable building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact, and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.*

→ **Sign Here**  
 Signature: \_\_\_\_\_  
 Printed: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Printed: Tim Abeln  
 Title: Sales Representative  
 Date: \_\_\_\_\_



## Equipment and/or Services Purchase Agreement Terms and Conditions

1. **Sale.** Pac-Van, Inc. ("Seller") hereby sells, and the party identified on the reverse hereof ("Purchaser") hereby purchases from Seller, all of Seller's right, title and interest in the equipment identified on the reverse hereof (the "Equipment") pursuant to the terms of this Equipment and/or Services Purchase Agreement (this "Agreement").
2. **Scope of Work.** Seller shall be responsible for delivering to Purchaser only the Equipment and/or rendering the services (the "Services") specified in the attached quote ("Quote") or scope of work document ("Work Document"). Seller is not obligated to sell any Equipment or render any Service unless specified on the attached Quote, Work Document or an approved change order signed by Purchaser and Seller. In the case of a building ("Building") which is newly manufactured, Seller may request Purchaser to approve floor plans, specifications, finish selections, and other documentation required by the manufacturer prior to commencing building process. Any changes to these Building specifications must be approved in writing by both Purchaser and Seller.
3. **Regulatory Requirements:** The Purchaser shall promptly execute and comply with all federal, state, and local statutes, ordinances, and all other regulatory requirements (including any state or local building codes) applicable to the Equipment. Unless the Quote states that Seller is responsible for obtaining permits for the Equipment, Purchaser shall be solely responsible for obtaining all permits necessary to set and occupy the Equipment. Purchaser shall be solely responsible for all taxes (including sales and property tax), permit fees and other costs related to the sale of the Equipment. After receipt of payment in full for the Equipment, Seller shall deliver to Purchaser a bill of sale or a statement of origin for the Equipment.
4. **Site Conditions:** Unless otherwise specified on the Quote, Purchaser shall be solely responsible for providing a safe, level, and compact site with appropriate accessibility for delivery of the Equipment and any Services or set up of the Equipment. Purchaser shall be responsible for additional costs related to site conditions deemed unacceptable or inadequate by Seller.
5. **Utilities:** Purchaser shall be solely responsible for arranging for utility service, running necessary utility lines and connecting utilities to the Equipment, unless specified otherwise on the Quote.
6. **Insurance:** Purchaser, at its own expense, shall insure for risks of loss or damage to the Equipment or injury to any person commencing upon arrival of the Equipment at the delivery location (when Equipment is unhooked from transportation equipment).
7. **Acceptance:** Upon completion of the Services, Seller will request acceptance of the Equipment ("Acceptance") by Purchaser. The Purchaser shall have the right to inspect all Equipment ("Inspection") prior to Acceptance. Inspection and Acceptance will not be unreasonably delayed or refused. Purchaser may submit a written list to the Seller for elements of the Equipment which are not accepted by Purchaser (the "Punch List"). Seller will use reasonable commercial efforts to resolve all Punch List items in a reasonable and timely manner. Upon receipt of Acceptance and full payment for the Equipment, Seller will authorize Purchaser to use the Equipment (including the transfer of keys if applicable). In the absence of a written Acceptance delivered to Seller from Purchaser, Purchaser's use by of the Equipment or payment in full acknowledges Purchaser's full Acceptance of the Equipment and satisfactory completion of Seller's responsibilities under this Agreement.
8. **Delays:** In the case of new manufactured Buildings, Purchaser may not delay delivery of a Building for more than 10 business days after the Equipment is made available to Seller by the Building manufacturer. In the event such a delay lasts 10 business days, Purchaser agrees to accept the Equipment on the tenth business day following delivery (the "Outside Delivery Date") "as is, where is" and responsibility for the Building including liability and risk of loss shall transfer to Purchaser on the Outside Delivery Date. In addition, Purchaser agrees to make immediate payment in full for the Equipment no later than the Outside Delivery Date. In the event of such delay, Seller reserves the right to change its pricing for any Services. If Purchaser fails to conduct the Inspection and provide Acceptance in a reasonable and timely manner (not to occur later than the Outside Delivery Date), Purchaser shall be deemed to have delivered Acceptance to Seller and shall pay Purchaser in full for the Equipment.



## Equipment and/or Services Purchase Agreement Terms and Conditions

9. **Warranties:** Seller extends and assigns any and all manufacturer's warranties related to the Equipment. There are no additional warranties.

**Warranty Disclaimer – EXCEPT FOR THE MANUFACTURER'S WARRANTIES, WHICH ARE HEREBY ASSIGNED TO PURCHASER, PURCHASER AGREES THAT THE EQUIPMENT, THE SERVICES RENDERED BY SELLER AND OTHER ITEMS DELIVERED TO PURCHASER ARE DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES AND RELEASES, ALL LIABILITIES AND OBLIGATIONS OF SELLER, AND PURCHASER AGREES THAT SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT PURCHASED BY PURCHASER OR THE SERVICES RENDERED BY SELLER, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, WORKMANSHIP, CONDITION, STORAGE CAPACITY OR COMPLIANCE WITH LAW.**

10. **Payment Terms:** Unless otherwise stated in the Quote or Work Document, Purchaser shall pay Seller the price for the Equipment and the fees for the Services (collectively, the "Charges") for the Equipment and Services as follows: (a) 25% of the Charges are due upon signing and delivery of this Agreement to Purchaser, (b) 65% of the Charges are due upon delivery of the Equipment and /or Services and (c) 10% of the Charges are due upon Acceptance of the Equipment and/or Services.

11. **Assignment:** Purchaser shall neither assign its rights nor delegate performance of its duties under this Agreement unless specifically approved in writing by Seller.

12. **Termination of Agreement:** This Agreement may be terminated by Seller upon the occurrence of any of the following: (1) Purchaser fails to obtain credit approval from Seller, (2) Seller's business closes, (3) manufacturer's business closes and Seller is unable to obtain the same or similar Equipment from another manufacturer without additional cost, (4) Purchaser requests cancellation and receives Seller's written approval prior to Seller placing purchase order for the new manufactured Building or (5) Purchaser's default. Otherwise, Purchaser's breach of this Agreement shall not constitute a termination of this Agreement, and Purchaser shall remain liable for the full performance of all obligations on the part of the Purchaser under this Agreement.

13. **Indemnification:** Purchaser shall indemnify, hold harmless, defend and reimburse Seller and its directors, officers, shareholders, employees, agents, affiliates and assigns (collectively, the "Seller Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees, whether or not caused by the concurrent negligence of the Seller Related Parties, arising from (a) the loss of, damage to or destruction of Equipment or its contents (the "Contents") due to collision, forces of nature, fire or other casualty, (b) damage to Purchaser's goods or property caused during storage in or transport of the Equipment or the Contents, (c) any levy, attachment or repossession of the Equipment, (d) any fine, liens, tax, penalty, towing, impound or other charges arising from Purchaser's use of the Equipment, (e) Purchaser's breach of this Agreement, (f) the use, maintenance, operation, ownership, transport or rental of the Equipment by Purchaser or Purchaser's agents, (g) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Purchaser's rental of the Equipment pursuant to this Agreement or (h) any environmental statutory or regulatory compliance requirements applicable to any Equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. The indemnification obligations of Purchaser hereunder shall survive the termination of this Agreement.

14. **Seller's Remedies:** In the event of any default by the Purchaser under this Agreement, Seller may: (a) declare the entire amount under this Agreement immediately due and payable, without notice or demand to





## Equipment and/or Services Purchase Agreement Terms and Conditions

the Purchaser, (b) sue for recovery of all payments, and other payments, then accrued or thereafter accruing, (c) take possession of the purchased equipment and any parts thereof, without demand or notice, wherever the same shall be located, without any court order or process of law and (d) sue for damages for loss of business profits, loss of revenue, labor costs, all expenses associated with the pick-up of the purchased equipment, attorney fees or any other consequential damage.

15. **Attorney Fees and Forum Selection:** In the event of any dispute arising under or in connection with this Agreement or any action to enforce this Agreement or to remedy a default or breach hereunder, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs and expenses related to such proceeding or claim, including, without limitation, reasonable attorneys' fees and expert witness fees. All claims brought by Seller against Purchaser or Purchaser against Seller shall be subject to and governed by the laws of the State of Indiana, venue for such claims shall be solely in and subject to the jurisdiction of Marion County, Indiana and no other jurisdiction.
16. **Sending of Notices:** For purposes of any notice required, Seller represents that its principal place of business is located at 9155 Harrison Park Court, Indianapolis, IN 46216. Purchaser represents that its principal place of business is located at the address set forth in the Quote. Notice mailed to the office of Purchaser or Seller shall constitute sufficient notice to comply with the terms of this Agreement. Notices emailed to Seller at [notices@pacvan.com](mailto:notices@pacvan.com) shall constitute sufficient notice to Seller.
17. **Entire Agreement:** The terms of this Agreement are intended by the Purchaser and Seller as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms. This Agreement may not be modified or rescinded in any manner except by the written agreement of both Seller and Purchaser. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

## Semmie Ruffin-Hall

---

**From:** Jeff Ross  
**Sent:** Wednesday, January 13, 2021 8:36 AM  
**To:** Semmie Ruffin-Hall  
**Subject:** FW: Storage Container Quote

**From:** Joe White <Joe.White@atandsonline.com>  
**Sent:** Wednesday, January 13, 2021 7:57 AM  
**To:** Jeff Ross <JRoss@cityofbn.com>  
**Subject:** Storage Container Quote

Good Morning Jeff,

I'm following up on your visit yesterday.

Pricing as follows while supplies last

20' used-\$2500  
20' 1trip-\$3500  
40' used-\$3000  
40' 1trip-Unavailable

Delivery cost to Belfontaine will cost \$150.

Thanks!



*Joe White*  
*American Trailer & Storage*  
*Office-314-621-6500*  
*Fax-314-621-9047*  
*Cell-314-368-6643*  
[www.atandsonline.com](http://www.atandsonline.com)

INTRODUCED BY ALDERMAN CARROLL

BILL NO. 2605

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

**AN ORDINANCE AMENDING SECTION 2-38 OF DIVISION 1 OF ARTICLE III OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI TO PROHIBIT DISCRIMINATION ON THE BASIS OF SEXUAL ORIENTATION OR GENDER IDENTITY.**

**WHEREAS**, Chapter 2 of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri (the "City") sets forth provisions concerning the administration of the City; and

**WHEREAS**, Section 2-38 of Division 1 of Article III of Chapter 2 of the Code of Ordinances of the City of Bellefontaine Neighbors prohibits employment discrimination by any official of the City; and

**WHEREAS**, in a recent United States Supreme Court decision, *Bostock v. Clayton County, Georgia*, the Court determined that Title VII of the Civil Rights Act of 1964 prohibits discrimination on the basis of sexual orientation or gender identity; and

**WHEREAS**, the Board of Alderpersons desire and find it in the best interest of the City to amend Section 2-38 of Division 1 of Article III of Chapter 2, of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri.

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

**Section One.**

Section 2-38 of Article III of Chapter 2, Administration of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri is hereby amended to read as follows:

**Chapter 2. Administration**

**Article III. Officers and Employees**

**Division 1. Generally**

**Sec. 2-38. Employment discrimination prohibited.**

It shall be unlawful for any official of the city to knowingly discriminate against any employee or applicant for employment by the city on account of race, creed, color, sex, national origin, sexual orientation, gender identity, or gender expression provided such employee or applicant possesses adequate training and educational qualifications.

**Section Two.**

It is hereby declared to be the intention of the Board of Alderpersons that the sections, subsections, paragraphs, sentences, clauses, phrases and words of this ordinance shall be severable, and if any section, subsection, paragraph, sentence, clause, phrase or words of this ordinance shall, for any reason, be held unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Bellefontaine Neighbors, Missouri hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**Section Three.**

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

**Section Four.**

This Ordinance shall take effect and be in force from and after passage and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS 21st DAY OF JANUARY, 2021.**

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

**APPROVED THIS 21st DAY OF JANUARY, 2021.**

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

Attest:

\_\_\_\_\_  
Fran Stevens, City Clerk

INTRODUCED BY ALDERMAN CARROLL

BILL NO. 2606

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

**AN ORDINANCE AMENDING SECTION 1-25(a) OF DIVISION 1 OF ARTICLE II OF CHAPTER 1 OF THE CODE OF ORDINANCES OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI RELATING TO NOTICE OF MEETINGS.**

**WHEREAS**, Section 1-25 of Article II, Division 1 of Chapter 1 of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri (the "City") further sets forth provisions regarding open meetings and records of the City; and

**WHEREAS**, Sec. 1-25 of Article II, Division 1 of Chapter 1 of the Code of Ordinances of the City of Bellefontaine Neighbors further sets forth provisions concerning the content of notices of meetings; and

**WHEREAS**, the Board of Alderpersons desires and finds it in the best interest of the City to amend Subsection (a) of Section 1-25 of Article II, Division 1 of Chapter 1 of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri concerning the content of notices of meetings given by each governmental body under Subsection (a).

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

**Section One.**

Subsection (a) of Section 1-25 of Article II, Division 1 of Chapter 1 of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri is hereby amended to read as follows:

**Chapter 1. General Provisions**

**ARTICLE II. Open Meetings and Records**

**Division 1. Generally**

**Sec. 1-25 Notices of meetings.**

[NOTE: Other Sections and Subsections are not altered, amended or affected in any way by this amendment and remain in full force and effect. For that reason those portions are not set forth here in full.]

(a) Each public governmental body shall give notice of the time, date, place, and tentative agenda of each meeting, in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the

designated location where the public may observe and attend the meeting. If a public body plans to meet by Internet chat, internet message board, or other computer link, it shall post a notice of the meeting on its website and on any of the City's social media pages in addition to its principal office and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on a bulletin board at City Hall or other prominent place which is easily accessible to the public and clearly designated for that purpose at the City Hall, on the City's website, and on any of the City's social media pages.

The notice shall be given at least twenty-four (24) hours, exclusive of weekends and holidays when the City Hall is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.

#### **Section Two.**

It is hereby declared to be the intention of the Board of Alderpersons that the sections, subsections, paragraphs, sentences, clauses, phrases, and words of this ordinance shall be severable, and if any section, subsection, paragraph, sentence, clause, phrase or words of this ordinance shall, for any reason, be held unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City of Bellefontaine Neighbors, Missouri hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

#### **Section Three.**

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

#### **Section Four.**

This Ordinance shall take effect and be in force from and after passage and approval by the Mayor.

**PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS 21st DAY OF JANUARY, 2021.**

**APPROVED THIS 21st DAY OF JANUARY, 2021.**

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

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

Attest:

\_\_\_\_\_  
Fran Stevens, City Clerk

**Introduced by: Alderman Carroll  
Resolution No: 2021-02**

**A RESOLUTION ESTABLISHING THE CITY OF BELLEFONTAINE NEIGHBORS'  
SOCIAL MEDIA POLICY FOR CITY OFFICIALS AND CITY EMPLOYEES**

**WHEREAS**, social media plays an increasingly important role in the lives of residents and the community; and,

**WHEREAS**, social media can be a powerful tool in disseminating information to residents and the community; and,

**WHEREAS**, social media can also be used to provide misleading and inaccurate information; and,

**WHEREAS**, the City of Bellefontaine Neighbors is without a social media policy.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERPERSONS  
FOR THE CITY OF BELLEFONTAINE NEIGHBORS AS FOLLOWS:**

The Board of Alderpersons hereby approves and adopts the attached Social Media Policy to govern City officials and City employees of the City of Bellefontaine Neighbors.

This Resolution shall become effective immediately upon its passage.

\_\_\_\_\_  
Tommie Pierson, Sr., Mayor  
City of Bellefontaine Neighbors, MO

Passed this \_\_\_\_ day of January, 2021.

**ATTEST:**

\_\_\_\_\_  
Fran Stevens, City Clerk



**CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI  
SOCIAL MEDIA POLICY**

**A. INTRODUCTION.**

Given the multitude of concerns (legal, political, ethical) raised by social networking (Facebook, Instagram, Snapchat, LinkedIn, Twitter, TikTok, Nextdoor, etc.) this Social Media Policy (“Policy”) establishes prudent and acceptable practices regarding city officials (i.e., elected officials, appointed officials, and board and commission members) and employees (personnel) use of the internet.

**B. PURPOSE.**

The purpose of this policy is to provide guidance and direction to city official and employees of the City of Bellefontaine Neighbors with respect to the use of the Internet, the World Wide Web, and social media as a medium of communication that impacts the efficiency and morale of the City. This guidance is intended to help clarify the boundaries between appropriate and inappropriate use of social media by city officials and employees of the City of Bellefontaine Neighbors. Nothing in this policy is intended to unlawfully restrict a City official’s, or an employee’s right to:

1. Discuss as a private citizen, matters of public concern, nor
2. Engage in concerted activity with co-workers.

The City of Bellefontaine Neighbors endorses the secure use of social media to enhance communication and information exchange; streamline processes; and foster productivity with city officials, employees, and residents. This policy establishes the City’s position on the use and management of social media and provides guidelines on the management, administration, and oversight. This policy is not meant to address one form of social media; rather social media in general terms, as technology will outpace our ability to discover emerging technology and create policies governing its use.

**C. PHILOSOPHY.**

Social media provides a valuable means of assisting the City and its city officials and employees in meeting community education, community information, and other related organizational and community objectives. This policy identifies possible uses that may be evaluated and utilized as deemed necessary by the City Administrator or the Mayor, in the absence of a City Administrator, the Board of Alderpersons, and/or supervisory personnel.

The City also recognizes the role that social media tools play in the personal lives of city officials and employees. The personal use of social media can have an effect on city officials and city employees in their official capacity. This policy is a means to provide guidance of a precautionary nature as well as restrictions and prohibitions on the use of social media by city officials and city employees.

#### **D. POLICY.**

The City Administrator or Mayor, in the absence of a City Administrator, shall be responsible for determining and establishing the City's social media strategy, including what platforms (Facebook, Nextdoor, Instagram, Twitter, YouTube, Snap Chat, TikTok, etc.) shall be utilized and purposes for which each platform will be used.

City officials and city employees are prohibited from engaging in social networking activities or using social media as a spokesperson for the City without the City Administrator or Mayor, in the absence of a City Administrator, permission, or in any way that is inconsistent with this policy.

Each social media page shall include an introductory statement that clearly specifies the purpose and scope of the City's presence on the website. Social media page(s) should link to the City's official website. Social media page(s) shall be designed for the target audience(s) such as the community, civic leadership, employees, or potential recruits.

#### **E. PROCEDURE.**

City officials may have their own social media page(s). They are responsible for maintaining their presence on various social media platforms. City officials must ensure that they keep strict separation between their official social media page(s) and their personal social media page(s). For example, not using their title on their personal social media page(s). They may use their titles, logos, city owned images, or identification as a member of the City as a means to communicate with residents, provide information to residents, and educate residents. In no way should a City official create the impression that he/she is acting as a spokesperson for the City.

City officials' social media pages may indicate that posted comments will be monitored and that the city official reserves the right to remove obscenities, off-topic comments, and personal attacks.

All City (e.g., city commissions and departments) social media sites or pages shall be approved by the City Administrator; Mayor, in the absence of a City Administrator; and/or department heads. Department heads, or an individual they have delegated in writing and forwarded to the City Clerk, administer their department's presence on various social media page(s).

Social media pages of city officials and city employees shall clearly indicate who they are maintained by and shall have the City logo and contact information prominently displayed. Social media content shall adhere to applicable laws, regulations, and policies, including all information technology and records management policies of the City.

Social media content is subject to open public records laws. City officials and city employees are advised that when they post work related matters on social media, they may be creating a public record for which they and the City share a legal obligation to preserve in accordance with public records laws.

Relevant records retention schedules apply to social media content that constitutes a public record.

Content must be managed, stored, and retrieved to comply with open records laws and e-discovery laws and policies.

Social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the City.

Social media pages shall clearly indicate that posted comments will be monitored and that the City reserves the right to remove obscenities, off-topic comments, and personal attacks. The City Administrator or Mayor, in the absence of a City Administrator, shall designate a sufficient number of personnel to monitor posted comments in order to effectuate the removal of comments and posting that violates this provision.

Social media pages shall clearly indicate that any content posted or submitted for posting is subject to public disclosure.

#### E. 1. Sanctioned Use.

City officials and city employees shall do the following:

- Conduct themselves at all times as representatives of the City and, accordingly, adhere to all city and department standards of conduct and observe conventionally accepted protocols and proper decorum.
- Identify themselves as a member of the City.
- Shall not post, transmit, or otherwise disseminate confidential information, including photographs or videos, related to department operations training, activities, or work-related assignments without express authorization in writing to do so.
- City officials and city employees shall not utilize their official or City social media platforms to engage in political activities, or conduct private business, or for personal gain.
- City officials and city employees shall observe and abide by all copyright, trademark, and service mark restrictions in posting materials to electronic media.
- Employees use of personally owned devices to manage the City's social media activities or in the course of official duties is prohibited without express written permission of the City Administrator or Mayor, in the absence of a City Administrator.

## E. 2. Potential uses.

Social media is a valuable tool for city officials and city employees to gather and provide information about:

- Road closures
- Special events
- Weather emergencies
- Major ongoing events that affect the entire community
- Disasters and major incidents
- Managing false information and hoaxes that can impact the operational responsibilities of the City.

## E. 3. Personal Use.

City officials and city employees shall abide by the following when using social media:

- They shall not post, disseminate, or in any other way broadcast as a private citizen on a matter of public concern regarding the City, in such a way as to cause actual harm or disruption to the operation of the department, such as speech that impairs or impedes the performance of duties, or impairs discipline and harmony among city officials and/or city employees.
- Non-protected speech may form the basis for discipline when it causes actual harm or disruption to the operations of the City and/or department.
- Should assume that their speech and related activity on social media sites will reflect their position within the City and of their department and conduct themselves accordingly.
- May post, disseminate, or broadcast on a matter of public concern as a spokesperson for the City only with permission City Administrator or Mayor, in the absence of a City Administrator. City officials and employees shall at all times exercise diligence to avoid holding themselves out as spokespersons for the City except when duly authorized in writing by the City Administrator or Mayor, in the absence of a City Administrator.

#### E. 4. Prohibitions.

City officials and employees are prohibited from the following:

- City employees are prohibited from posting, disseminating, or broadcasting city matters that are not of a public concern, unless doing so is for the purpose of engaging in concerted activities relative to workplace issues. Specifically, this provision does not prohibit personnel from discussing terms and conditions of employment among themselves or with non-employees for the purpose of engaging in concerted activities. However, in doing so personnel must ensure that they are not perceived as being a spokesperson for the department, nor that they are releasing confidential, non-public information gained by virtue of their position with the department.
- City officials and city personnel should be aware that they may be subject to civil litigation for publishing or posting false or misleading information that harms the reputation of another person, group, or organization, as well as posting truthful private information that violates a person's right to privacy. The areas of concern include:
  - Publishing or posting private facts and personal information about someone without their permission that has not been previously revealed to the public, is not of legitimate public concern, and would be offensive to a reasonable person.
  - Using someone else's name, likeness, or other personal attributes without that person's permission for an exploitative purpose; or
  - Publishing the creative work or another, trademarks, or certain confidential business without the permission of the owner

E. 5. City officials and employees shall not post, disseminate or broadcast information that is known to be false, deceptive, libelous, slanderous, misleading, or causes harm to others, including speech that constitutes hate speech or harassment, nor shall city officials and city employees discuss protected or confidential matters of the department, including:

- Matters that are under criminal investigation.
- Personnel matters that are protected from disclosure by law.
- This provision does not prohibit employees from discussing terms and conditions of employment among themselves or with non-members for the purpose of engaging in concerted activities. City personnel should be aware that privacy settings and social media sites are constantly in flux, and they should never assume that personal information posted on such

sites is protected. It shall not be a defense to a disciplinary action that an employee expected that a posting would not become public due to privacy settings on a social media platform.

- City personnel should expect that any information created, transmitted, downloaded, exchanged, or discussed in the public online forum may be accessed by the City at any time without prior notice.

## **F. VIOLATIONS.**

### **F. 1. Reporting violations.**

Proof of a social media violation shall be documented by the printing of the posting, with the internet address shown and date printed. If unable to print directly, a print screen to a processing department may be submitted to the supervisor for a city employee and the Board of Alderpersons for a city official for investigation.

The failure of the City to monitor social media for violations of this policy shall not be deemed to be a waiver of the City's right to do so, nor shall the City be required to provide further notice to employees.

### **F. 2. Disciplinary action.**

Violations of this policy may result in disciplinary action that may be separate from, in conjunction with, or superseded by the disciplinary action listed the employee handbook. The City shall demonstrate harm to the City before employee discipline is considered.

Violations of the Social Media and Social Networking Policy are to be dealt with in the violation manner listed below:

- For a city official, up to and including impeachment.
- For a city employee, up to and including termination.

[TO BE EXECUTED BY ELECTED OFFICIALS, APPOINTED OFFICIALS, BOARD AND COMMISSION MEMBERS, AND CITY EMPLOYEES]

SOCIAL MEDIA POLICY

This acknowledges that I have received and reviewed the Social Media Policy of the City of Bellefontaine Neighbors (“Policy”). By signing this form, I agree to abide by the Policy and any Guidelines promulgated thereunder, and I agree to review periodically any changes or modifications. I recognize that the law and associated Policy regarding use of Social Media are continually evolving. Therefore, I understand that my regular review of this Policy, as it may be amended, is required.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**To be included in the elected official’s, appointed official’s, board and commission member’s, or employee’s file.**

## Fran Stevens

---

**From:** Patrick Barrett <pbar21@charter.net>  
**Sent:** Wednesday, January 20, 2021 7:44 AM  
**To:** Fran Stevens  
**Cc:** Clayton Klein; James Kirincich; Patrick Howard  
**Subject:** Outdoor Pool Resurfacing Project  
**Attachments:** Bazan Bid Form 12-9-2020.pdf; Bazan Labor Rate Sheet 8-31-2021.pdf; Pool Resurfacing Cost Comparison (Dec 2020).pdf; Rec Center YTD FY21 report.pdf

Fran,

Attached are:

- 1) Bazan Painting's bid dated 12/9/2020 (no change in quoted costs from August 2020; added alternate for portable restrooms on page 8)
- 2) Bazan's labor rate sheet for out-of-scope work
- 3) Outdoor Pool Resurfacing Estimate (revised to show bid entries from above, lowered Contingency & added portable restroom cost)
- 4) Adjusted budget amounts for the Pool Resurfacing & Gym Roof Replacement (Rec Center YTD FY21 report)

In the Outdoor Pool Resurfacing Estimate, a couple of adjustments have been made based on conversations with the Contractor and City Engineer. The Contractor is more open to using less-expensive polymer concrete as a patching material vs. epoxy. We have a potential savings once the extent of patching required is known. The City Engineer correctly pointed out the alternate for the Contractor providing portable restrooms (for Covid reasons) had not been included. With these adjustments, the Contingency has been reduced from 10% earlier to 5% now and \$700 has been added for portable restrooms. Total estimated cost of the project is now \$138,933.

At the same time, the FY21 Capital Improvement budget had a \$220,000 line item for Rec Center capital expense. Since the start of FY21, there has been \$3980 of expenses charged against that line item and another \$10,000 earmarked for Rec Center software to be spent in May. Referencing the attached adjusted budgets (Rec Center YTD FY21 report), these items reduce available capital to \$204,610 (93% of the original budget). Extrapolating that 93% against the original \$150K and \$70K for the pool repair & gym roof replacement, respectively, gives us \$139,507 for the pool repair and \$65,103 for gym roof replacement.

An unknown expense is how much the Gym roof truss repair will cost. Gym roof truss repair and Rec Center software appear to be unknown expense categories at the time the FY21 budget was generated. Early indications for the gym roof replacement seems to suggest that cost will come in below the \$65,103 adjusted basis above. How much underspend we'll have for the gym roof is unknown at this time. Additionally, I've asked if the salary for the newly-hired Parks & Rec Director was anticipated for 12 months in FY21 or a lesser amount. Since the Director was hired only recently, if the original forecast included 12 months salary, that difference in outlay could be applied towards Gym roof truss repair.

If overall city expenses are running at or below predicted levels six months into FY21 and/or 12 months salary was originally included for the Parks & Rec Director, I recommend approving \$139,000 for the pool repair and contracting with Bazan Painting to perform its work.

Respectfully,

Pat Barrett





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

### BID FORM

DATE: July 30, 2020 (Original)  
November 13, 2020 (Update)

PROJECT TITLE: Outdoor Pool Repairs & Restoration

BID PKG. NOS.: 09240 – Outdoor Pool Repairs & Retiling  
09971 – Outdoor Pool Coatings

#### **SUBMISSION OF BIDS:**

Sealed Bids for the above project shall be received at City Hall, 9641 Bellefontaine Rd, St. Louis, MO 63137, Attention: Fran Stevens, City Clerk, no later than Noon on Friday December 11, 2020.

Sealed envelopes shall be identified with the following information:

"Outdoor Pool Repairs & Restoration / Attn: Ms. Fran Stevens, City Clerk / From: <Company Name>".

General or technical questions should be directed to:

- Mr. Clayton Klein, City Engineer, (e-mail: [cklein@cityofbn.com](mailto:cklein@cityofbn.com), tel 314-374-1448). Site visits can be scheduled by contacting him.

AND

- Patrick Barrett, Planning & Zoning (e-mail: [pbar21@charter.net](mailto:pbar21@charter.net), tel 314-388-2439). Site visits can be scheduled by contacting him.

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

#### **BACKGROUND:**

The City of Bellefontaine Neighbors operates and maintains an outdoor swimming pool (a.k.a. Lap Pool) originally constructed in 1975. In 1996, the east side of the pool was opened up and expanded to provide a shallower wading pool (a.k.a. Beach) with water features. The entire pool has been regularly maintained during this time with patching performed by staff on an as-needed basis. Both the original pool and addition have Pebble Tec interior finishes. Over time, the Pebble Tec finish of the original, larger pool has deteriorated and some delaminating from the substrate is evident. The Pebble Tec finish in the newer addition is in better condition but requires work as well.

The City of Bellefontaine Neighbors (hereinafter "the City") is soliciting proposals for permanent repairs and renovations to the pool to extend its usable life. There is evidence of underground seepage in the adjacent lower area occupied by the City's Street Department. It may be the result of a high water table, a leaking water main or seepage (leaks) from the pool. An early part of this work will be to determine if the source is structural cracks in the pool and, if so, to permanently repair them.

In this context, the terms "finish", "plaster", "Pebble Tec" and "plaster/silica aggregate" all refer to the same thing. This work is considered tax-exempt. The City can supply a tax-exempt letter accordingly.

New with Update: Due to Covid 19, the City may or may not open its restrooms in the adjacent Rec Center for use by the Contractor's personnel. Contractors shall include an option to supply, service & remove their own portable toilets (porta-potties) to be located on the west side of the pool (driveway accessible) for the duration of the work.

Contractor-supplied roll off boxes for debris may be positioned near the jobsite, at a lower level to be worked out with the Street Department. 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 & facilities shall remain free of construction debris & waste except when transporting same to the roll off box. Any debris/waste dropped along the way must be picked up & removed by the Contractor immediately.

Safety glasses, safety shoes and other OSHA-required personal protective equipment (PPE) shall be used at all times.

The building and surrounding area is occupied and reasonable accommodations must be made for the City's activities within it. The jobsite is adjacent to residential buildings. Unless otherwise approved by the City, starting time shall be 7:00 AM. It is understood that starting earlier may be required for some portions of the work to avoid full exposure to sunlight or weather.

All contractors are advised that, while reasonable efforts will be made by the City to consolidate the work to minimize the number of mobilizations required, it is understood the work may require multiple trips.

**Permits:**

- Contractors shall apply for & obtain all permits from all Authorities Having Jurisdiction (AHJ).

**SCOPE OF WORK:**

Contractors will be responsible for all engineering, labor, materials, equipment, supplies & appurtenances needed to perform the following work, some of which is not shown or described in detail:

**Site Visits / Field Measurements & Verification of Assumptions/Pre-Start Meeting – ALL CONTRACTORS**

1. All Contractors & their subcontractors shall visit the site and perform field measurements in enough frequency & detail needed to allow design work, material takeoffs, shop fabrication & field installation to take place. Existing field conditions & measurements shall be verified by the Contractor.

New with Update: Representatives of the Contractor and all Subcontractors shall attend a meeting with the City Engineer to be held before work begins. Those representatives must be involved in management of the field work.

**Bid Pkg. 09240 – Outdoor Pool Repairs & Refiling and Bid Pkg. 09971 – Outdoor Pool Coatings**

1. **BP 09240 & BP 09971:** At minimum, the following Penetrations exist in the pool sides & bottom:
  - 1.1. **Ladders:**
    - Four (4) Ladders with (3) SS insert steps each in original pool,
    - One (1) Ladder with (2) SS insert steps in original pool
    - One (1) Ladder with (2) plastic protruding steps in 1996 addition (both steps broken)
  - 1.2. **Eleven (11) Mid-wall 2"φ plastic water returns in original pool**
    - Two (2) 18" sq. VGB drains with grout in original pool (to be modified)
    - Two (2) 30" sq. grates on east sidewall in original pool
    - Two (2) SS Eyebolts on sidewalls at interface of the original pool and 1996 addition
    - Two (2) 2"φ brass blind pockets in floor of original pool
  - 1.3. **Three (3) 2"φ white PVC tangential jets in Vortex of addition**
    - Five (5) 6" x 8" water returns in side of addition/Vortex
    - One (1) 8"φ water return built into side of Vortex
    - Two (2) 1.5"φ jets built into sides of addition/Vortex
    - One (1) 24" sq. drain in addition/Vortex
    - Two (2) 16" VGB drains in addition outside of Vortex
    - Eleven (11) 1.5"φ "Bubble Jets" at shallow Zero Entry end of addition
    - Two (2) 7" x 8' trench drains at shallow Zero Entry end of addition
  - 1.4. **Five (5) 6"φ IPS risers for Water Fountain in addition**
    - One (1) 3"φ IPS Umbrella stand at Zero Entry
  - 1.5. **Sidewall Lights:**
    - Sixteen (16) 11"φ sidewall lights in original pool
    - Seven (7) 6"φ sidewall lights in 1996 addition

**1.6. Waterline Tile (1996 addition, "Beach"):**

- (189 LF) 6" high tile interior
- (24 LF) 6" high tile exterior of Vortex
- (35 LF) 13" high tile interior of Vortex

**1.7. Expansion joints between:**

- Shallow & deep halves in original Lap pool, in pool floor and up two sides, approx. 55 LF
- Original pool & 1996 addition, in Beach pool floor and up two sides, approx. 36 LF.

**Sounding for & Exposing Hollow Spots, Surface Finish Removal & General Preparation**

2. **BP 09240** Inspect condition of all penetrations. Mark and flag any to the City's representative that are broken or compromised rendering them unable to be made watertight with the new epoxy finish.
3. **BP 09240** Remove drain & return water covers. Securely block & plug all drains, inlets, outlets, overflows & all other passages to prevent intrusion of debris into underground piping. The Contractor shall be responsible for unplugging any plumbing blocked with blasting and/or demolition debris. If debris is sucked into pumps and/or water treatment equipment, the Contractor shall be responsible for its repair by a third party chosen by the City.
4. **BP 09240 Tile Removal & Replacement** (previously part of BP 09240 addendum #1 8/4/2020)  
Remove all tile & grout from the existing Pebble Tec finish to the underside of the capstones in the Beach pool inside & outside (update). The Contractor shall clean & prep surfaces and replace existing 1" tile with new 1" tile. There are no tiles in the Lap pool.  
Lap lane striping & targets will be painted onto the new epoxy interior surface.
5. **BP 09240 Deteriorated Plaster Removal & Surface Prep**  
The Contractor shall inspect the entire interior surface of the pool, sound out interior of pool to determine & expose hollow, delaminated areas of Pebble Tec plaster and remove them down to the pool shell, maintaining defined edges with surrounding tightly-adhered plaster. Waterblast the involved area of delamination or otherwise remove all deteriorated plaster/finish to sound substrate.
6. **BP 09240** Once loose & deteriorated plaster has been removed, **inspect for structural cracks**. Depending on the results, leakage testing services may be performed by a third party company employed by the City. **Epoxy or urethane injection of structural cracks** may be performed by the Contractor—if Contractor has that capability—or by a third party employed by the City.

**Patching of Spalled Areas, Expansion Joints, Step Repair & Correction of Drainage**

7. **BP 09240** After epoxy injection of cracks (if any), the **Contractor shall securely patch any spalled areas** of the pool shell. The Contractor shall specify and supply submittal data on materials to be used including preparation & priming required. All materials & methods used shall be suitable & approved for use in municipal swimming pools, approved for submerged service and compatible with commercial water treatment chemicals. Patching shall conform and smoothly blend with adjacent surfaces to be invisible or minimally-visible after epoxy finish is applied.  
**Note:** For sake of establishing a unit price and minimum expected patching, Contractor shall assume 100 SF of ½" deep patching is required (4.17 cu.ft.) is required, using surfacing epoxy below. As alternate, Contractor shall assume 100 SF of ¾" deep patching is required (6.25 cu.ft.), using polymer concrete below.  
- If depth of patch is less than ¾", use epoxy grout, e.g. Tnemec series 215 Surfacing Epoxy, with surface sealed by neat epoxy. Silica sand (sugar sand) can be used as aggregate in the grout.  
- If depth is greater ¾" or more, use polymer concrete, e.g. Sikaquick 1000 or Tnemec series 217 Mortarcrete, instead.
8. **BP 09240 Removal & Replacement of Expansion Joints** (previously part of BP 09240 addendum #1 8/4/2020)  
Carefully inspect all interior surfaces including cavities, inlets, outlets, overflows, drains & expansion joints. Pebble Tec on sides of both expansion joints is hollow-sounding. Pebble Tec on both sides of both expansion joints will have to be removed and patching performed to bring interior surface flush with surrounding sound Pebble Tec. Quote price to remove existing expansion joints (55 LF + 36 LF), prep the joints and install new Polysulfide sealant, e.g., Sika Duoflex, after old joints have been removed AND adjacent surfaces epoxy-coated by others (caulk-over-paint but not paint-over-caulk) in accordance with steps 8.1 thru 8.5 below:
  - 8.1. Completely clean out void space
  - 8.2. Solvent wipe surfaces to be bonded to
  - 8.3. Use backer rod in bottoms of joints
  - 8.4. Apply primer, if recommended by manufacturer. Apply sealant to sides using a putty knife to press sealant onto surfaces to ensure complete & intimate contact between sealant & sides of joint

**8.5. Fill joint & tool sealant flush with pool inner surface**

9. **BP 09240** Replace broken plastic ladder steps (2) in 1996 addition.
10. **BP 09240 Correction of Drainage at Deep End** (previously part of BP 09240 addendum #2 8/12/2020)  
The two existing 18"x18" main drains must be modified or replaced to comply with current VGB standards. Any modification of the existing drains will require drawings & calculations signed and sealed by a professional engineer registered in the state of Missouri. It is possible the existing drains could be modified in a way to meet this requirement OR it may take replacement of the existing drain sumps with new 24"x24" sumps/drains pre-engineered by others for this purpose. If the sumps/drains are replaced, the manufacturer's documentation guaranteeing compliance with the Virginia Graeme Baker Pool & Spa Safety Act shall be supplied by the Contractor as part of the work. The modified or retrofitted drains cannot produce a vortex (whirlpool) at any water level while in operation. Installation of metallic sumps will require electrical grounding/ bonding to eliminate voltage potential between swimmers and ground.

10.1. If the Contractor chooses (10.1) **Lowering the Drains** (cutting out and replacing existing sumps), proper installation, full structural support and securing & waterproofing the connection between the existing pool and new sumps will be paramount. That portion of the work shall be guaranteed (for materials, labor & workmanship) to be leaktight for a minimum of five (5) years. The Contractor shall provide information on any pre-engineered sumps/drains included in their proposal. Submittals of same will be required within one week of acceptance of contract. Sawcutting of the existing sumps out of the pool will require extreme care. Contractors shall not cross-cut at corners of new openings but, instead, use a chainsaw equipped with carbide or diamond-tipped teeth to neatly complete sawcuts in corners without overcutting the openings. This is to prevent future crack propagation from overcuts in the drainage basin.

10.2. This requirement may make (10.2) **Raising & Re-Sloping Basins around Drains** more viable as deepening the sumps by the depth of new 6" to 8" thick concrete overlayment will put more distance between existing piping & bottoms of new grates at a higher level and no piping changes should be required. The new overlayment will require epoxy dowelling into sides of pool and use of #4 rebar, 12" on center each way, with overlap between dowels and mat to be at least 24 bar diameters (15"). Special attention shall be given to the joints between existing & new concrete, especially in the sumps, to avoid leakage there. The existing Pebble Tec finish must be removed to an elevation higher than where the new overlayment is expected to meet the sloped sides of the basin.

Ericka Murphy, St. Louis County Dept. of Health Engineer, will work with the installer directly.

- 10.3. **Alternate #1 – Depth Reduction in Deep End** (deleted in this update)  
Provide optional cost to reduce depth of deep end from current 12 ft. nominal depth to 9 ft. depth....
- 10.4. **Contractor's Voluntary Alternate** – Contractor shall explain any proposed correction work in detail to meet St. Louis County's requirements on separate letterhead.

11. **BP 09240** (deleted as part of BP 09240 addendum #1 8/4/2020) Existing bulbs in sidewall lights will be replaced with new LED bulbs by others....

**Inspection, Preparation for and Application of New Finish**

12. **BP 09971** Clean concrete capstones around Beach pool. Apply Chemprobe series 662 Prime-O-Pell Plus Siloxane/Silane sealer to all concrete capstones around Beach pool.
13. **BP 09971** The 6"φ IPS risers of the Water Fountain and nearby 3"φ IPS Umbrella Stand shall be sanded & painted by the Contractor during the course of this work after slightly undercutting the old finish around them. The 6"φ IPS risers shall be painted in their five (5) separate colors; the 3"φ IPS Umbrella Stand shall be painted using the same product as the pool interior.
14. **BP 09971** Brush blast pool interior per SSPC-SP7 to prep surface for coating.
15. **BP 09971** Sweep, remove & safely discard debris from the pool. Vacuum all cavities in the sides & bottom of the pool to completely remove potential clogs & plugging.
16. **BP 09971** Clean around all penetrations. Mask around all penetrations and tile leaving slight overlap of new finish onto penetrations.

**17. BP 09971 New Finish (previously part of BP 09240 addendum #2 8/12/2020)**

The existing interior finish is Pebble Tec by Pebble Technology International of Scottsdale, Arizona. The new finish to be applied over it shall be Tneme-Fascure series 161 epoxy applied over the sound Pebble Tec finish and patched areas. Calculated total surface area is approximately 7700 SF (Contractor to independently verify).

**Apply one (1) primer/sealer coat (thinned Tneme-Fascure series 161) and two (2) topcoats of Tneme-Fascure series 161 epoxy to the pool interior** in strict accordance with manufacturer's instructions, using the techniques, materials, and coating thickness recommended by the manufacturer. Specify number of gallons of pool finish included in proposal.

Silica sand (sugar sand) shall be used as needed to obtain a textured surface in the Beach pool and the steeply-sloped portions of the main drainage basin in the Lap pool. Use of silica sand is expected between the second & third coats of epoxy, broadcasting the sand into the second coat while still wet, brooming or vacuuming off excess once the second coat has cured and applying the third coat over the top of the embedded sand.

Note: Tneme representative will visit site to verify wet film thickness (WFT) and/or dry film thickness (DFT) during the course of work.

- 18. BP 09971** Masking tape must be removed soon after coating application to allow clean release.
- 19. BP 09971** After final coat has cured, carefully apply masking and apply two (2) coats Tneme series 161 black epoxy for six (6) race lanes in original pool & twelve (12) targets. Carefully remove masking while coating is still wet.
- Addition part of BP 09240 addendum #2 8/12/2020: If new drain covers are not black or dark blue, the Contractor shall mask & apply 4" wide stripes around them using two (2) coats of black epoxy. Remove masking while still wet to achieve clean release of tape.
- 20. BP 09240** Remove all blocking of drains & drain piping, inlet & return piping, tangential jets, skimmers, bubble jets, etc. Include all cover reinstallation and related post-installation work required to return pool to service.
- 21. BP 09971** Work with City staff to fill with water at time needed.
- 22. BP 09240 & BP 09971** Provide all documentation to the City to allow it to operate & maintain the pool to maintain warranty coverage.

**Previously part of BP 09240 addendum #2 dated 8/12/2020:**

- 34. BP 09240** Contractors shall apply to St. Louis County Dept. of Health for modification or replacement of main drains for inspections.
- 35. BP 09240 & BP 09971** Contractors shall obtain the City of Bellefontaine Neighbors' approval of any work & cost beyond the agreed-on scope, by submitting a written proposal or change order for signature, before commencing the additional work.
- 36. BP 09240 & BP 09971** The Contractor shall state in proposal expected time frame for work including how much lead time will be required between authorization-to-proceed and starting field work. Contractor shall define what constitutes a rain day, where field work cannot be performed, on separate letterhead.
- 37. BP 09240 & BP 09971** All work must be guaranteed for materials, labor & workmanship for a minimum of two (2) swimming seasons. Main drain and drainage basin work must be guaranteed for materials, labor & workmanship for a minimum of five (5) years.
- 38. BP 09240 & BP 09971 Alternate #2 Contract Bond** – Provide a price for a Contract Bond to guarantee fulfillment and performance of all work promised in the contract.

**Contractor Inclusions (All Contractors)**

- 23. Insurance:**  
Name the City of Bellefontaine Neighbors Missouri as "additional insured" on Contractor's insurance certificate for the duration of this work after authorization to proceed.
- 24.** A minimum two year warranty for all labor & materials used.
- 25.** Barricading to keep bystanders out of harm's way.
- 26.** All labor, expertise, materials and equipment needed for installation.
- 27.** Contractor shall haul away & dispose of all crating, dunnage and debris.
- 28.** Provide lien waivers at time of billing. New with Update: Copies of material tickets for patching work, described in item #7 Patching of Spalled Areas, shall be submitted with billing.
- 29.** There may be a variety of contractors & trades onsite. Coordination, communication and working harmoniously with others shall be considered **essential requirements** for this work.



**Contractor Exclusions**

- 30. Portable toilets (at City's option per Update).
- 31. Other services, materials or equipment not associated with the core work previously described.

**City-Supplied Facilities**

- 32. Restrooms (at City's option per Update).
- 33. There are three (3) unused 240V, 30 amp, 3-phase circuits available in the electrical room near the indoor pool.

**BID DOCUMENTS:**

| <u>Sheet Number</u> | <u>Date</u> | <u>Rev.</u> | <u>Title</u>   |
|---------------------|-------------|-------------|--|
| A2                  | 8/5/74      | -           | Swimming Pool Details, Bellefontaine Neighbors Community Center, (Hastings & Chivetta Architects, Job 1188) "Lap Pool"<br>Note if scaling from drawings: Original size = 30" x 42"             |
| A2                  | 10/29/96    | -           | Bellefontaine Neighbors Community Pool Renovation (Yarger Associates, Inc. Project 9609) – Pool and New Deck Work Plan<br>Note if scaling from drawings: Original size = 30" x 42"             |
| A3                  | 10/29/96    | -           | Bellefontaine Neighbors Community Pool Renovation (Yarger Associates, Inc. Project 9609) – Sections, Details and Elevations  |
| P2                  | 10/29/96    | -           | Bellefontaine Neighbors Community Pool Renovation (Yarger Associates, Inc.) – Pool Level New Plan - Plumbing   |
| E1                  | 10/29/96    | -           | Bellefontaine Neighbors Community Pool Renovation (Yarger Associates, Inc.) – Pool Level Demolition Plan - Electrical  |
| E2                  | 10/29/96    | -           | Bellefontaine Neighbors Community Pool Renovation (Yarger Associates, Inc.) – Pool Level New Plan - Electrical   |
| (N/A)               | (undated)   | -           | Series 161 Tneme-Fascure Swimming Pool "Overcoat Pebble Tec" System  |
| (N/A)               | 11/4/10     | -           | Tnemec Tneme-Fascure Series 161 Polyamide Epoxy product data sheet   |
| (N/A)               | 3/18/15     | -           | Tnemec Surfacing Epoxy Series 215 product data sheet   |
| (N/A)               | 8/14/14     | -           | Tnemec Mortarcrete Series 217 Cementitious Repair Mortar   |
| (N/A)               | 6/12/15     | -           | Tnemec Prime-A-Pell Plus Series 662 Modified Siloxane/Silane   |
| (N/A)               | 12/11       | -           | Tnemec Series 217 Mortarcrete Surface Preparation & Application Guide  |
| S7                  | 8/5/74      | -           | Bellefontaine Neighbors Community Center, (Hastings & Chivetta Architects, Job 1188) "Outdoor Swimming Pool Sections and Details "<br>Note if scaling from drawings: Original size = 30" x 42" |
| P-4                 | 8/5/74      | -           | Bellefontaine Neighbors Community Center, (Hastings & Chivetta Architects) Outdoor Swimming Pool Piping Plan and Sections<br>Note if scaling from drawings: Original size = 30" x 42"          |

**CITY COMPLIANCE REQUIREMENTS** (New with Update):

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.

**CONTRACT TIME:**

If this Bid is accepted, we will complete the work in ( 6 ) 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 # N/A Dated \_\_\_\_\_ Addendum # N/A Dated \_\_\_\_\_

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

|  |   |
|--|---|
| Plastering: <u>BAZAN PAINTING</u>                      | Tile Work: <u>RICHARDET FLOOR COVERING</u>            |
| Demolition/Finish Removal: <u>WESTPORT POOLS/BAZAN</u> | VGB Drain Relocation/Resloping: <u>WESTPORT POOLS</u> |
| Materials Supplier: <u>TWEMEC</u>                      | Coatings Work: <u>BAZAN PAINTING</u>                  |

Percentage of Prospective Employees for the Project that have completed Apprenticeship Training ..... 95 %

**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 ninety (90) days from the bid date. If this bid is accepted by the City of Bellefontaine Neighbors Missouri, we will authorize the work within 30 days (formerly seven 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:

Bid Package #09240 Outdoor Pool Repairs & Retiling \$ 33,516.00  
THIRTY THREE THOUSAND FIVE HUNDRED SIXTEEN dollars

Amounts below should total amount above.

=====  
Amount of Materials & Components included above \$ 9,731.00  
NINE THOUSAND SEVEN HUNDRED THIRTY ONE dollars

Amount of Labor, including Engineering, included above \$ 23,785.00  
TWENTY THREE THOUSAND SEVEN HUNDRED EIGHTY FIVE dollars

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

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

Labor & Materials to supply & install 100 SF x ½" deep surfacing epoxy (4.17 CF) patching: \$ 3,158.00  
Labor & Materials to supply & install 100 SF x ¾" deep polymer concrete (6.25 CF) patching: \$ 1,105.00  
Contractor's Estimation of Total Patching Required: 1400 SF

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

ALL PATCHING IN OUR PROPOSAL IS BASED ON UNIT PRICING AND IS NOT INCLUDED IN THE BASE BID AMOUNT OF \$33,516.00.

Bid Package #09971 Outdoor Pool Coatings \$ 31,644.00  
THIRTY ONE THOUSAND SIX HUNDRED FORTY FOUR dollars

Amounts below should total amount above.

Amount of Materials & Components included above \$ 6,329.00  
SIX THOUSAND THREE HUNDRED TWENTY NINE dollars

Amount of Labor, including Engineering, included above \$ 25,315.00  
TWENTY FIVE THOUSAND THREE HUNDRED FIFTEEN dollars

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

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

Total Gallons of pool finish included in proposal, not including striping: 120 gallons

Labor & Materials to Remove & Replace Expansion Joints \$ 1,638.00  
ONE THOUSAND SIX HUNDRED THIRTY EIGHT dollars

Base Bid includes (circle one) (10.1 Lowering Drains) / 10.2 Raising & Re-sloping Basin around Drains / 10.4 Contractor's Voluntary Alternate

~~Bid Package #09240 Outdoor Pool Repairs & Retiling, 10.3 Alternate #1 – Depth Reduction in Deep End (deleted)~~

Bid Package #09240 Outdoor Pool Repairs & Retiling, Alternate #2 – Contract Bond \$ 503.00  
FIVE HUNDRED AND THREE dollars

Bid Package #09971 Outdoor Pool Coatings, Alternate #2 – Contract Bond \$ 475.00  
FOUR HUNDRED SEVENTY FIVE Dollars

Cost to Supply & Service Portable Restrooms for Duration of Work & Remove at Completion \$ 700.00  
SEVEN HUNDRED Dollars

Brand, Series & Type of Coating System included in Proposal:

TNEMEC 161 EPOXY

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

PLEASE NOTE THAT COLD WEATHER MAY HAVE AN  
IMPACT ON SOME OR ALL OF BOTH BID PACKAGES  
DEPENDENT ON WHEN A CONTRACT IS AWARDED.



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

Company Name BAZAN PAINTING

Address 1273 N. PRICE RD

City, State & Zip ST. LOUIS, MO 63132

Phone Number 314-991-3500 Fax Number 314-991-5108

E-mail Address EHELLWIG@BAZANPAINTING.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: 43-1116593

Eric Hellowig Sr.  
Authorized/Signing Officer  
(If Corporation, SEAL here)

ESTIMATOR  
Title

12/9/2020  
Date

[Signature]  
Authorized Signing Officer

Treasurer  
Title

12/9/20  
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.

BAZAN PAINTING COMPANY  
 1273 NORTH PRICE ROAD  
 ST LOUIS, MO 63132

ST LOUIS PAINTER - BRUSH & ROLL  
 09/01/20 THRU 08/31/21

|                               | STRAIGHT TIME RATE |         |             |  | OVERTIME RATE |         |             |  | DOUBLE TIME RATE |          |             |  |
|-------------------------------|--------------------|---------|-------------|--|---------------|---------|-------------|--|------------------|----------|-------------|--|
|                               | JOURNEYMAN         | FOREMAN | GNL FOREMAN |  | JOURNEYMAN    | FOREMAN | GNL FOREMAN |  | JOURNEYMAN       | FOREMAN  | GNL FOREMAN |  |
| BASE HOURLY RATE              | \$35.80            | \$36.30 | \$36.80     |  | \$53.70       | \$54.45 | \$55.20     |  | \$71.60          | \$72.60  | \$73.60     |  |
| 7.65% FICA                    | \$2.74             | \$2.78  | \$2.82      |  | \$4.11        | \$4.17  | \$4.22      |  | \$5.48           | \$5.55   | \$5.63      |  |
| 8.89% SUTA & FLTA             | \$3.18             | \$3.23  | \$3.27      |  | \$4.77        | \$4.84  | \$4.91      |  | \$6.37           | \$6.45   | \$6.54      |  |
| 6.23% WORKMENS COMP INSUR     | \$2.23             | \$2.26  | \$2.29      |  | \$2.23        | \$2.26  | \$2.29      |  | \$2.23           | \$2.26   | \$2.29      |  |
| 2.70% GENERAL LIABILITY INSUR | \$0.97             | \$0.98  | \$0.99      |  | \$1.45        | \$1.47  | \$1.49      |  | \$1.93           | \$1.96   | \$1.99      |  |
| 1.58% OTHER INSURANCE         | \$0.57             | \$0.57  | \$0.58      |  | \$0.85        | \$0.86  | \$0.87      |  | \$1.13           | \$1.15   | \$1.16      |  |
| \$7.26 WELFARE FUND           | \$7.26             | \$7.26  | \$7.26      |  | \$7.26        | \$7.26  | \$7.26      |  | \$7.26           | \$7.26   | \$7.26      |  |
| \$1.06 VACATION FUND          |                    |         |             |  |               |         |             |  |                  |          |             |  |
| \$0.59 APPRENTICE FUND        | \$0.59             | \$0.59  | \$0.59      |  | \$0.59        | \$0.59  | \$0.59      |  | \$0.59           | \$0.59   | \$0.59      |  |
| \$7.71 PENSION FUND           | \$7.71             | \$7.71  | \$7.71      |  | \$7.71        | \$7.71  | \$7.71      |  | \$7.71           | \$7.71   | \$7.71      |  |
| \$0.26 INDUSTRY FUND          | \$0.26             | \$0.26  | \$0.26      |  | \$0.26        | \$0.26  | \$0.26      |  | \$0.26           | \$0.26   | \$0.26      |  |
| \$0.07 LMCI FUND              | \$0.07             | \$0.07  | \$0.07      |  | \$0.07        | \$0.07  | \$0.07      |  | \$0.07           | \$0.07   | \$0.07      |  |
| SUBTOTAL                      | 61.37              | 62.01   | 62.64       |  | 83.00         | 83.94   | 84.88       |  | 104.63           | 105.87   | 107.11      |  |
| 15.00% OVERHEAD               | \$9.21             | \$9.30  | \$9.40      |  | \$9.21        | \$9.30  | \$9.40      |  | \$9.21           | \$9.30   | \$9.40      |  |
| SUBTOTAL                      | \$70.58            | \$71.31 | \$72.04     |  | \$92.21       | \$93.24 | \$94.27     |  | \$113.83         | \$115.17 | \$116.50    |  |
| 10.00% PROFIT                 | \$7.06             | \$7.13  | \$7.20      |  | \$7.06        | \$7.13  | \$7.20      |  | \$7.06           | \$7.13   | \$7.20      |  |
| TOTAL                         | 77.64              | 78.44   | 79.25       |  | 99.26         | 100.37  | 101.48      |  | 120.89           | 122.30   | 123.71      |  |

BAZAN PAINTING COMPANY  
 1273 NORTH PRICE ROAD  
 ST LOUIS, MO 63132

ST LOUIS PAINTER - BRUSH & ROLL  
 09/01/20 THRU 08/31/21

|                               | STRAIGHT TIME RATE |         |             | OVERTIME RATE |         |             | DOUBLE TIME RATE |          |             |
|-------------------------------|--------------------|---------|-------------|---------------|---------|-------------|------------------|----------|-------------|
|                               | JOURNEYMAN         | FOREMAN | GNL FOREMAN | JOURNEYMAN    | FOREMAN | GNL FOREMAN | JOURNEYMAN       | FOREMAN  | GNL FOREMAN |
| BASE HOURLY RATE              | \$36.80            | \$36.30 | \$36.80     | \$53.70       | \$54.45 | \$55.20     | \$71.60          | \$72.60  | \$73.60     |
| 7.65% FICA                    | \$2.74             | \$2.78  | \$2.82      | \$4.11        | \$4.17  | \$4.22      | \$5.48           | \$5.55   | \$5.63      |
| 8.89% SUTA & FLTA             | \$3.18             | \$3.23  | \$3.27      | \$4.77        | \$4.84  | \$4.91      | \$6.37           | \$6.45   | \$6.54      |
| 6.23% WORKMEN'S COMP INSUR    | \$2.23             | \$2.26  | \$2.29      | \$2.23        | \$2.26  | \$2.29      | \$2.23           | \$2.26   | \$2.29      |
| 2.70% GENERAL LIABILITY INSUR | \$0.97             | \$0.98  | \$0.99      | \$1.45        | \$1.47  | \$1.49      | \$1.93           | \$1.96   | \$1.99      |
| 1.58% OTHER INSURANCE         | \$0.57             | \$0.57  | \$0.58      | \$0.85        | \$0.86  | \$0.87      | \$1.13           | \$1.15   | \$1.16      |
| \$7.26 WELFARE FUND           | \$7.26             | \$7.26  | \$7.26      | \$7.26        | \$7.26  | \$7.26      | \$7.26           | \$7.26   | \$7.26      |
| \$1.06 VACATION FUND          |                    |         |             |               |         |             |                  |          |             |
| \$0.59 APPRENTICE FUND        | \$0.59             | \$0.59  | \$0.59      | \$0.59        | \$0.59  | \$0.59      | \$0.59           | \$0.59   | \$0.59      |
| \$7.71 PENSION FUND           | \$7.71             | \$7.71  | \$7.71      | \$7.71        | \$7.71  | \$7.71      | \$7.71           | \$7.71   | \$7.71      |
| \$0.26 INDUSTRY FUND          | \$0.26             | \$0.26  | \$0.26      | \$0.26        | \$0.26  | \$0.26      | \$0.26           | \$0.26   | \$0.26      |
| \$0.07 LMCI FUND              | \$0.07             | \$0.07  | \$0.07      | \$0.07        | \$0.07  | \$0.07      | \$0.07           | \$0.07   | \$0.07      |
| SUBTOTAL                      | 61.37              | 62.01   | 62.64       | 83.00         | 83.94   | 84.88       | 104.63           | 105.87   | 107.11      |
| 15.00% OVERHEAD               | \$9.21             | \$9.30  | \$9.40      | \$9.21        | \$9.30  | \$9.40      | \$9.21           | \$9.30   | \$9.40      |
| SUBTOTAL                      | \$70.58            | \$71.31 | \$72.04     | \$92.21       | \$93.24 | \$94.27     | \$113.83         | \$115.17 | \$116.50    |
| 10.00% PROFIT                 | \$7.06             | \$7.13  | \$7.20      | \$7.06        | \$7.13  | \$7.20      | \$7.06           | \$7.13   | \$7.20      |
| TOTAL                         | 77.64              | 78.44   | 79.25       | 99.26         | 100.37  | 101.48      | 120.89           | 122.30   | 123.71      |

Bellefontaine Outdoor Pool Resurfacing  
Cost Comparison (Dec 2020)

Printed 1/19/21 @ 10:13 PM

| Scope Item Number | Work Description  | Bi-State Pool Re-Plaster only (standard marcite) / No Paint | Bi-State Pool Re-Plaster only (White satin alternate) / No Paint | Assumed Delaminated Area to be Repaired (SF) | West Port Pool/Bazan Painting Pool Repairs + Paint (High build epoxy) | Capri Pools / All American Painting Repairs + Paint (High build epoxy) | Comments  |
|-------------------|---|---|--|--|---|--|---|
| Bi-State          | Lap Pool - Prep & install standard marcite @ 8 - 10 yr life   | No bid  | No bid   |  | \$ -  |  | Bi-State Pool est. 2020-2652  |
| Bi-State          | White Satin alternate @ 12 - 15 yr life   |   | No bid   |  |   |  | Bi-State Pool est. 2020-2652  |
| Bi-State          | Beach Pool - Prep & install standard marcite @ 8 - 10 yr life   |   |  |  | \$ -  |  | Bi-State Pool est. 2020-2652  |
| Bi-State          | White Satin alternate @ 12 - 15 yr life   |   |  |  | \$ -  |  | Bi-State Pool est. 2020-2652  |
| Bi-State          | Add White Pebble to beach entry of pool   | No bid  | No bid   |  | \$ -  |  | Bi-State Pool est. 2020-2652  |
|                   | <b>Bid Pkg 09240 Outdoor Pool Repairs &amp; Retiling</b>  |   |  |  | \$ 33,516.00  | No bid   |   |
| 4                 | Remove tile on bond beam, install new 1" tiles (not inc repairs to bond beam)   | No bid  | No bid   |  | inc in Bid Pkg 09971  | No bid   |   |
| 6                 | Epoxy injection of structural cracks in pool shell, if required   | No Bid  | No bid   |  | Not bid   | Not bid  |   |
| 7                 | Calculated cost of 1/2" thk x 100 SF Epoxy repairs (4.17 CF) x Assumed Spalled Area SF  | No bid  | No bid   | 1,400  | \$ 44,212.00  | No bid   | 1400 SF is estimated amount of area to be repaired; \$31.58/SF Actual amount TBD                                    |
| 7                 | Calculated cost of 3/4" thk x 100 SF Polymer concrete repairs (6.25 CF) x Assumed Spalled Area SF   | No Bid  | No bid   | 1,400  |   |  | \$15,470 for West Port/Bazan based on 1400 SF estimated amount of area to be repaired; \$11.05/SF Actual amount TBD |
| Bi-State          | Estimated repairs at \$105/hr x 5 SF/hr   | No bid  | No bid   |  | N/A   | N/A  | Allowance/estimate  |
| Bi-State          | Maintain water chemistry for 30 days during curing period   | No bid  | No bid   |  | N/A   | N/A  | Bi-State e-mail 8/26/20   |
| 8                 | Remove & Replace Expansion Joints (55 LF + 36 LF = 91 LF)   | No bid  | No bid   |  | \$ 1,638.00   | No bid   |   |
| 9                 | Install all new white wall step (SRS-35-1287)   | No bid  | No bid   |  | inc in Bid Pkg 09240  | inc in Bid Pkg 09240   |   |
| 10.1              | VGB Drainage basin repair 10.1 - Lowering the Drains  | No bid  | No bid   |  | Included w/ qualifications  | No bid   | West Port will not replace sump   |
| 10.2              | VGB Drainage basin repair 10.2 - Raising & Resloping Basins around Drains   | No bid  | No bid   |  | No bid  | No bid   | Capri Pools/All American \$20,743 cost component for this Alternate (inc in \$93,252 price)                         |
| 10.3              | VGB Drainage basin repair 10.3 - Alternate #1 Depth Reduction in Deep End (12 ft-->9 ft)  | No bid  | No bid   |  | No bid  | No bid   | Capri Pools/All American bid \$66,906 for this Alternate  |
| 12                | Prep & seal concrete capstones with Siloxane/Silane sealer  | Not in bid  | Not in bid   |  | inc in Bid Pkg 09971  | inc in Bid Pkg 09971   |   |
|                   | Replacement of side suction grates (2)  | N/A   | N/A  |  | \$ 3,500.46   | No bid   | Pool Supply Unlimited online price + freight  |
| Bi-State          | Replace all main drain & side suction grates/covers, anti-entrapment shield Aegis fiberglass hardware, 18 x 18 water way, skimmer equalizer | No bid  | No bid   |  | Not in bid  | Not in bid   |   |
|                   | <b>Bid Pkg 09971 Outdoor Pool Coatings</b>  | N/A   | N/A  |  |   |  |   |
| 13                | Sanding & painting of 6" IPS water risers & 3" IPS umbrella stand   | No bid  | No bid   |  | inc in Bid Pkg 09971  | inc in Bid Pkg 09971   |   |
| 5, 7, 14-18       | Brush blast Pebble Tec, after patching delaminated areas, and apply high build epoxy coating (3 coats)                                      | No bid  | No bid   |  | \$ 31,644.00  | inc above  |   |
| 19                | Layout, prep & paint six lanes & 12 targets in black epoxy  | No bid  | No bid   |  | inc in Bid Pkg 09240  | inc in Bid Pkg 09240   |   |
| 38                | Alternate #2 - Contract Bonds (recommended by Ericka Murphy, STL County Dept of Health)   | No bid  | No bid   |  | \$ 978.00   | No bid   |   |
|                   | Number of gallons of coating included in Bid Pkg 09971  | N/A   | N/A  |  | 120   | No bid   |   |
|                   | Contract time (weeks)   | No bid  | No bid   |  | 6   | No bid   | Subject to weather delays and discovery of concealed damage   |
|                   | Provide, service & remove Portable Restrooms for duration of work   | No bid  | No bid   |  | \$ 700.00   | No bid   |   |
|                   | Permanent ADA pool lift   | N/A   | N/A  |  | \$ 6,129.00   | N/A  | SR Smith PAL2 portable ADA Lift with Secure-It-Kit, Doherty's online price  |
|                   | Touch Up Caulking of slab around pool   |   |  |  |   |  | Allowance/estimate  |
|                   | Tuckpointing  |   |  |  |   |  | Marquart Masonry  |
|                   | Re-Covering umbrella frames   |   |  |  |   |  | Allowance/estimate  |
|                   | Prep & Paint slide platform   |   |  |  |   |  | Allowance/estimate  |
|                   | Miscellaneous pump & mechanical repairs   | N/A   | N/A  |  | \$ 10,000.00  | N/A  | Allowance/estimate  |
|                   | Electrical lighting upgrades  |   |  |  |   |  | Allowance/estimate  |
|                   | <b>Subtotals</b>  | \$ -  | \$ -   |  | \$ 132,317.46   | \$ -   |   |
|                   | 5% Contingency  | \$ -  | \$ -   |  | \$ 6,615.87   | \$ -   |   |
|                   | Sales tax   | \$ -  | \$ -   |  | \$ -  | \$ -   | Martha Sneed confirmed pool repair is non-taxable   |
|                   | <b>Total Estimates</b>  | \$ -  | \$ -   |  | \$ 138,933.33   | \$ -   |   |
|                   |   | Finish cost/yr  | Finish cost/yr   |  | Finish cost/yr  | Finish cost/yr   |   |
|                   | Finish cost per year based on years between refinishing   |   |  |  | \$10,548  |  | formula corrected 1/3/2021  |
|                   | Years between refinishing   |   |  |  | 3.0   |  |   |
|                   | Bids as a % of Total Estimates  |   |  |  | 5.7%  |  |   |

| Line item in Rec Center FY21 Capital Improvement budget is:  |           |                  |          |                         |                                  |             |
|--|-----------|------------------|----------|-------------------------|----------------------------------|-------------|
|  |           |                  |          |                         |                                  |             |
|  |           | Jul '20 - Jun 21 | Budget   | \$ Over Budget          | % of Budget                      |             |
| 5300 · REC CENTER  |           |                  |          |                         |                                  |             |
| 5303.7 · CAPITAL EXPENSE   | 5,390     | 220,000          | -214,610 | 2%                      | Replace gym roof, resurface pool |             |
| Breakdown to show remaining budgeted amounts for pool resurfacing & gym roof replacement:                              |           |                  |          |                         |                                  |             |
| Original budgeted for pool   |           | \$ 150,000       |          |                         |                                  |             |
| Original budgeted for gym roof   |           | \$ 70,000        |          |                         |                                  |             |
| Original total line item   |           | \$ 220,000       |          |                         |                                  |             |
| Spent to 1/12/2021   |           | \$ -5,390        |          |                         |                                  |             |
| Anticipated for rec trac software migration  |           | \$ -10,000       |          | Scheduled for 5/10/2021 |                                  |             |
| Net budget remaining   |           | \$ 204,610       |          |                         |                                  |             |
| Corrected amounts for Pool & Gym Roof  |           | \$ 204,610       | /        | \$220,000               | =                                | 93.00%      |
| Pool resurfacing   | \$150,000 | x                | 93.00%   | =                       | \$139,507                        | available   |
| Gym roof replacement   | \$70,000  | x                | 93.00%   | =                       | \$65,103                         | available   |
| Project Total Estimate (w/ December 2020 bids)   |           |                  |          | =                       | \$138,933                        | < \$139,507 |
| Notes:   |           |                  |          |                         |                                  |             |
| 1) Cost to repair gym roof truss is not yet known (TBD).   |           |                  |          |                         |                                  |             |
| 2) Cost to replace gym roof may come in below budget; underspend could be used to partially offset roof truss repair.  |           |                  |          |                         |                                  |             |
| 3) Any underspend from Pool resurfacing could be applied to roof truss repair. TBD after pool resurfacing is complete. |           |                  |          |                         |                                  |             |
| 4) Will have Parks & Rec Director for only 6 months in FY21. How many months salary were budgeted for position?        |           |                  |          |                         |                                  |             |
| Use underspend on roof truss repair?   |           |                  |          |                         |                                  |             |