

## PUBLIC NOTICE

### CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI BOARD OF ALDERPERSONS REGULAR MEETING

VIA VIDEO/TELECONFERENCE  
THURSDAY, FEBRUARY 4, 2021  
7:30 PM

**Notice is hereby given that the City of Bellefontaine Neighbors (“City”) will hold a Regular Board of Alderpersons Meeting on Thursday, February 4, 2021 at 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 MEETING 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, February 4, 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: FEBRUARY 3, 2021 @ 5:00 P.M.  
BY: CITY CLERK**

**REGULAR BOARD MEETING  
THURSDAY – FEBRUARY 4, 2021**

**BELLEFONTAINE NEIGHBORS MAYOR AND 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. MSD PROPOSITION Y – MSD’S EXECUTIVE DIRECTOR, BRIAN HOELSCHER
5. JEFF ROSS APPOINTMENT TO STREET DEPARTMENT FORMAN
6. PRESENTATION OF UNAPPROVED MINUTES: REGULAR B.O.A. 1/21/2021
7. MEETING OPEN TO PUBLIC: (With a 3-minute time limit).
8. COMMISSION AND BOARD REPORTS:
  - A. PUBLIC SAFETY COMMITTEE
  - B. YOUTH COMMISSION
  - C. IMAGE & BEAUTIFICATION
  - D. PARKS & RECREATION BOARD
9. STREET DEPARTMENT
10. APPROVAL OF INVOICES OVER \$500
11. CHIEF OF POLICE
12. CITY ATTORNEY
13. UNFINISHED BUSINESS - NONE
14. NEW BUSINESS
  - A. BILL NO. 2607 – AN ORDINANCE ADOPTING JUNETEENTH (JUNE 19<sup>TH</sup>) AS A LEGAL HOLIDAY IN THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI – ALDERWOMAN WEST
  - B. BILL NO. 2608 AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A PURCHASE ORDER CONTRACT FOR OUTDOOR POOL REPAIRS WITH PERALES WHITE, LLC d/b/a BAZAN PAINTING COMPANY BY CITY OF BELLEFONTAINE NEIGHBORS – ALDERMAN THOMAS
  - C. ORDER CODE BOOK FOR COURTS
  - D. OPIOID TRAINING – ALDERWOMAN TATMAN
  - E. COVID-19 – ALDERWOMAN TATMAN
  - F. RESOLUTION NO. 2021-03 – PROHIBITING EXCESSIVE FORCE – ALDERMAN CARROLL
  - G. I AM REQUESTING THE FOLLOWING MOTION BE PLACED ON THE AGENDA FOR THE FEBRUARY 4, 2021 BOARD OF ALDERMAN MEETING.  
I MOTION THAT THE CITIZENS COMMENTS, ALDERMAN COMMENTS AND THE COMMENTS OF THE MAYOR BE WRITTEN AND INCLUDED IN THE MINUTES OF THE BOARD OF ALDERMAN MEETINGS. ALSO THAT THE HEADING OF THE BOARD OF ALDERMAN MEETING NOTICE READ AS FOLLOWS "BELLEFONTAINE NEIGHBORS’ MAYOR AND BOARD OF ALDERPERSONS WILL CONVENE FOR THE ABOVE REFERENCED MEETING” – ALDERMAN THOMAS
15. REPORT OF MAYOR
16. REPORT OF ALDERMEN
17. MEETING OPEN TO PUBLIC: (With a 3-minute time limit).
18. ADJOURNMENT

**THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON’S REGULAR MEETING ON FEBRUARY 4, 2021 WAS POSTED ON FEBRUARY 3, 2021 AT 5:00PM IN BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY’S WEBPAGE AT [www.cityofbn.com](http://www.cityofbn.com). FOR A COPY, CONTACT THE CITY CLERK’S OFFICE.**

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

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

**BELLEFONTAINE NEIGHBORS BOARD OF ALDERPERSONS  
CONVENED FOR THE ABOVE REFERENCED MEETING VIA ZOOM.**

**PRESENT:** Mayor Tommie Pierson, Alderwoman Barbara West, Alderwoman Dinah Tatman, Alderwoman Theresa Reed, Alderman James Carroll, Alderman James Thomas, Alderman Melvin Perry, Alderwoman Alease Dailes, Alderwoman Miranda Avant-Elliott, City Attorney Dorothy White-Coleman, Police Chief Jeremy Ihler, City Clerk Fran Stevens.

**CALL MEETING TO ORDER:** Meeting was called to order by Mayor Pierson at 7:30pm.

**ROLL CALL:** City Clerk Stevens called the roll and all BOA members were present.

**APPROVE AGENDA – Motion** to approve the agenda, with a moment of silence for those who have lost their lives due to the COVID, made by Alderwoman Dailes seconded by Alderman Carroll.

**Motion** to amend the agenda and remove item B under New Business made by Alderman Carroll seconded by Alderman Thomas. Mayor asked for yeas and nays. Alderwoman Reed and Alderwoman Dailes **opposed**. Mayor stated **Motion passed**.

**Motion** to approve agenda as amended made by Alderwoman Avant-Elliott seconded by Alderman Carroll. Mayor asked for yeas and nays. Alderwoman Reed and Alderwoman Dailes **opposed**. Mayor stated **Motion passed**.

**APPOINTMENTS -**

**A. Montoy Kellum – Motion** to appoint Montoy Kellum to the Board of Adjustment made by Alderwoman Dailes seconded by Alderman Perry. **Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-yes, Alderwoman Reed-no, Alderman Carroll-yes, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-yes. Mayor stated **Motion passed with 7-1 vote**.

**B. Linda Boyle – Motion** to appoint Linda Boyle to the Parks and Recreation Board made by Alderwoman Dailes seconded by Alderman Carroll. **Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-yes, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-yes. Mayor stated **Motion passed with 8-0 vote**.

**PRESENTATION OF UNAPPROVED MINUTES – REGULAR MEETING – JANUARY 7, 2021.**

**Motion** to approve Regular BOA Minutes of January 7, 2021 made by Alderwoman Avant-Elliott seconded by Alderman Carroll. Mayor asked for yeas and nays. Mayor stated **Motion passed**.

**MEETING OPEN TO THE PUBLIC –** Meeting was opened to the public to speak 3 minutes each.

**TREASURER’S REPORT –** Report given by Treasurer Patrick Howard.

**APPROVAL OF INVOICES OVER \$500.00 – Motion** to approve 14 bills (check numbers 43355-43395) for a total of \$53,915.13 made by Alderwoman Avant-Elliott seconded by Alderman Carroll. Mayor asked for yeas and nays. Mayor stated the **Motion passed**.

**COLLECTOR’S REPORT –** Report given by Collector, Cathy Broussard

**PLANNING AND ZONING –** Report given by Pat Barrett

**Motion** to amend the agenda to add S&J Auto conditional use permit, holding a public hearing on March 4, 2021 made by Alderwoman Dailes seconded by Alderwoman Tatman. Mayor asked for yeas and nays. Mayor stated **Motion passed**.

**Motion to approve the public hearing for S&J Auto conditional use permit on March 4, 2021 made by Alderwoman Avant-Elliott seconded by Alderman Carroll. Mayor asked for yeas and nays. Mayor stated Motion passed.**

**BUILDING INSPECTOR – Report given by Joe Raben**

**CITY ENGINEER – Report given by Clayton Klein**

**Motion to amend the agenda to add the roof repair to the agenda for emergency purposes made by Alderwoman Avant-Elliott seconded by Alderwoman Reed. Mayor asked for yeas and nays. Mayor stated Motion passed.**

**Motion that the City Engineer uses the roof repair funds for the engineer's report of needed repairs to the gym roof in the amount of no more than \$3,000 made by Alderwoman Reed seconded by Alderman Thomas. Mayor asked for yeas and nays. Mayor stated Motion passed.**

**CHIEF – Report given by Police Chief, Jeremy Ihler**

**CITY ATTORNEY – City Attorney Dorothy White-Coleman, no report.**

**UNFINISHED BUSINESS –**

**A. OUTDOOR POOL REPAIR COST ANALYSIS**

**Motion to have the City accept the bid from BAZAN Painting for the pool repairs made by Alderwoman Reed seconded by Alderman Carroll. Mayor asked for yeas and nays. Mayor stated Motion passed.**

**B. LIQUOR LICENSE - Mayor Pierson stated he would deal with this issue**

**C. BILL NO. 2599, CONSIDER THE QUESTION, "SHALL THE BILL PASS, THE OBJECTIONS OF THE MAYOR THERETO NOTWITHSTANDING?" – ALDERWOMAN DAILES.**

**Motion to vote on Bill No. 2599 and the question "Shall The Bill Pass, The Objections Of The Mayor Thereto Notwithstanding," made by Alderwoman Dailes seconded by Alderman Thomas. Votes are as follows: Alderwoman West-yes, Alderwoman Tatman-no, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor stated Motion failed with vote of 4-4.**

**NEW BUSINESS**

**A. POLICE TRAINING – CHIEF IHLER**

**Motion to approve for two Police Department armorers to attend Remington 870 at a cost of \$400 per officer and AR-15/M-4 training at a cost of \$400 per officer with Triton Training Group for total cost of \$1600 to be applied against Account 2049.2 made by Alderman Carroll seconded by Alderwoman Reed. Votes are as follows: Alderwoman West-yes, Alderwoman Tatman-yes, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-yes. Mayor stated Motion passed with 8-0 vote.**

**B. APPROVE BUDGET ADJUSTMENT FOR STREET DEPARTMENT – JEFF ROSS – Agenda was amended to remove this item.**

**C. PURCHASE OF STORAGE TRAILER – JEFF ROSS**

**Motion to approve the purchase of a 40ft container for the storage of administration files from River Road Sales made by Alderman Carroll seconded by Alderman Thomas.**

**Motion to amend my motion to add "no more than \$3000," made by Alderman Carroll seconded by Alderwoman Avant-Elliott. Votes are as follows: Alderwoman West-no answer, Alderwoman Tatman-yes, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-yes. Mayor stated Motion passed with 7-0 vote.**

**D. BUDGET TIMELINE PROPOSAL – ALDERWOMAN REED**

**Motion to approve the budget timeline for 2021-2022 to have department heads submit their budgets to the City Treasurer by end of February. The City Treasurer submit the first budget draft to the BOA members by end of March so budget review sessions can be held during April with an Ordinance drafted by the May 20th BOA**

regular meeting made by Alderwoman Reed seconded by Alderman Carroll. **Votes are as follows:** Alderwoman West-no answer, Alderwoman Tatman-no, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor stated **Motion failed with 4-3 vote.**

**E. NOMINEES FOR WAYS AND MEANS STANDING COMMITTEE – ALDERWOMAN REED**

This item is tabled to next BOA meeting.

**F. BILL NO. 2605, AN ORDINANCE AMENDING SECTION 2-38 OF DIVISION 1 OF ARTICLE 111 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 – ALDERMAN CARROLL**  
**Motion to do the first and second reading of Bill No. 2605 made by Alderman Carroll seconded by Alderwoman Reed. Mayor asked for yeas and nays. Alderman Thomas and Alderwoman Dailes opposed. Mayor stated Motion passed.**

**Motion to read Bill No. 2605 for second time made by Alderman Carroll seconded by Alderwoman Avant-Elliott. Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-yes, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor stated **Motion passed with 5-3 vote.**

Bill No. 2605 was voted on and passed by the Board of Alderpersons with a 5-2 vote. Bill No. 2605 will become Ordinance No. 2594 if and when signed by the Mayor.

**G. BILL NO. 2606, AN ORDINANCE AMENDING SECTION 1-25(A) OF DIVISION 1 OF ARTICLE 11 OF CHAPTER 1 OF THE CODE OF ORDINANCES OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI RELATING TO NOTICE OF MEETINGS – ALDERMAN CARROLL**

**Motion to do the first and second reading of Bill No. 2606 made by Alderman Carroll seconded by Alderwoman Avant-Elliott. Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-no, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor broke the 4-4 tie with no vote and stated **Motion failed.**

**H. RESOLUTION NO. 2021-02 – A RESOLUTION ESTABLISHING SOCIAL MEDIA POLICY – ALDERMAN CARROLL**

**Motion to adopt Resolution No. 2021-02 made by Alderman Carroll seconded by Alderwoman Avant-Elliott. Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-no, Alderwoman Reed-no answer, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor stated **Motion failed with 4-3 vote.**

**I. ADDITIONAL EXPENSES OF \$3000.00 FOR THE WARD 4 BARRIERS - ALDERWOMAN DAILES**

**Motion to add additional \$3,000 for the barriers for Ward 4 made by Alderwoman Dailes seconded by Alderwoman Avant-Elliott. Votes are as follows:** Alderwoman West-no, Alderwoman Tatman-yes, Alderwoman Reed-no, Alderman Carroll-no, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-no. Mayor broke the 4-4 tie with yes vote and stated **Motion passed.**

**Motion to amend the agenda to make a motion to add additional \$3000.00 as an emergency for the barriers for Ward 4, for the security of the residents of Ward 4 safety made by Alderwoman Dailes seconded by Alderman Thomas. Votes are as follows:** Alderwoman West-no, Alderwoman Tatman-yes, Alderwoman Reed-no, Alderman Carroll-no, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-no. Mayor stated **Motion failed with 4-4 vote.**

**J. VIRTUAL BLACK HISTORY CELEBRATION AND BUDGET REQUEST – ALDERWOMAN AVANT-ELLIOTT**

**Motion to approve for a city-wide virtual Black History Celebration to be aired on February 20, 2021 made by Alderwoman Avant-Elliott seconded by Alderwoman Reed.**

**Motion to amend the motion to ask for the approval of the funds previously allocated for Kwanzaa made by Alderwoman Avant-Elliott seconded by Alderwoman Reed. Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-no, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-

no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor broke the 4-4 tie with no vote and stated **Motion failed.**

**K. APPROVAL OF THE REC GYM FOR GENTLEMEN OF VISION PRACTICE – ALDERWOMAN AVANT-ELLIOTT**  
**Motion to approve a rehearsal date for Gentlemen of Vision at the recreation center gym on next Tuesday and Thursday from 5-8 pm made by Alderwoman made by Alderwoman Avant-Elliott seconded by Alderman Carroll. Votes are as follows:** Alderwoman West-yes, Alderwoman Tatman-no, Alderwoman Reed-yes, Alderman Carroll-yes, Alderman Thomas-no, Alderman Perry-no, Alderwoman Dailes-no, Alderwoman Avant-Elliott-yes. Mayor broke the 4-4 tie with no vote and stated **Motion failed.**

**REPORT OF THE MAYOR –** Mayor gave his report.

Alderwoman West and Alderman Carroll exited the meeting at 10:56pm.

**REPORT OF ALDERMEN:** Reports were given by the Alderpersons with no motions.

Alderwoman Reed exited the meeting at 11:09pm

**MEETING OPEN TO THE PUBLIC –** Meeting was opened to the public to speak 3 minutes each.

**ADJOURNMENT**

**Motion to adjourn made by Alderwoman Avant-Elliott seconded by Alderman Tatman. Votes are as follows:** Alderwoman West-absent, Alderwoman Tatman-yes, Alderwoman Reed-absent, Alderman Carroll-absent, Alderman Thomas-yes, Alderman Perry-yes, Alderwoman Dailes-yes, Alderwoman Avant-Elliott-yes. Mayor stated **Motion passed with 5-0 vote.**

Meeting adjourned at 11:12p.m.

Attest:

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

Approved by the Board of Alderpersons: \_\_\_\_\_

## **Fran Stevens**

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**From:** Smith, Alicia <Alicia.Smith@tkcholdings.com>  
**Sent:** Monday, February 1, 2021 9:16 AM  
**To:** Fran Stevens  
**Cc:** Tommie Pierson; James Thomas  
**Subject:** January Youth Commission Meeting Minutes

Hi Fran,

Here is the Youth Commission meeting minutes from January 18<sup>th</sup>, 2021.

Zoom Meeting Attendees: Scott Schultz, Rich Flueger, Tim Compass, Alicia Smith -Chairperson

Absent: John Duhadway, Kenneth Wilkins

The meeting was opened by the Chairperson; Alicia Smith who welcomed everyone to the new way to meet by Zoom. The topics discussed were as follows: Storage of prizes, new members, up and coming events, budget for 2021 (added to agenda during the meeting).

The Chairperson, Alicia Smith disclosed to everyone where the items have been stored. There were questions regarding the retrieving of the items currently stored. We also discussed having the Alderman Board to purchase the prizes for the Youth Commission and providing them on each event day. The Chairperson, Alicia Smith announced to the board members Alderman James Thomas agreed to join the Youth Commission and the board was thrilled to hear he is joining. Alderman Thomas did call the Chairperson to explain his absence for January's meeting.

Up and coming events discussed were Hoops Madness which is currently being advertised TBA(to be announced) due to covid but most likely will be cancelled if the restrictions for St. Louis Co. has not changed and the BFN also has several restrictions. The Bike Rodeo was also discussed and the board decided to change the event for 2021 only to call it Bike Safety Check and Helmet Giveaway where the Youth Commission plans to have the youth's parent to drive up and bring the child's bike for a safety check and/or receive a free helmet for safety. Bike Rodeo date: may 15<sup>th</sup>, Rainout Date: May 22<sup>nd</sup>. The Youth Commission board members then requested the new and approved budget for the Youth Commission for 2021. The Chairperson, Alicia Smith explained the 2021 budget amount will be obtained and discussed at the February's meeting.

Thank you and Have a Great Day!

Alicia Smith, BFN Youth Commission  
314-764-1242

**City of Bellefontaine Neighbors**  
**Meeting of the Parks and Recreation Board**

**Tuesday January 19, 2021**

**Members Present:** Dave Cross, Kathy Endorf, Judy Mantych, Tina Fichter

**Members Absent:** -

**Staff Member(s):** Jimmy Kirincich – Director of Parks & Recreation, Martha Snead – Aquatics Director

**Guests:** -

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**The meeting convened at 7:05 p.m. in Room 109 at the Recreation Center.**

Jimmy Kirincich opened the meeting by introducing himself as the new Director of Parks and Recreation and sharing his background of education and work experience. He was welcomed by the group!

**Jimmy gave the following announcements and updates to the Board.**

It is on the agenda for the Jan. 21 Board of Aldermen meeting that Linda Boyle be appointed to the Park and Recreation Board – filling one of the 4 currently vacant seats. A discussion was held concerning recruiting new members and a Chair person for the Board.

The Outdoor Pool Project was discussed. Bazan Painting Company was the only company to provide a final bid of \$138,993 which includes a 5% contingency; this amount being less than the \$145,000 budgeted for pool repairs. A presentation will be made at the Jan. 21<sup>st</sup> Board of Aldermen meeting where we hope to get final approval to go ahead with the renovations. Tina Fichter was pleased that it was optimistic that the pool would be repaired and that weather permitting, we would open on Memorial Day.

The status of the Gymnasium Roof was given and discussed. The roof is leaking and funds are in the budget for it to be replaced. Signature Exteriors came out on Jan. 14 and temporarily placed a tarp to avoid further water damage at the cost of \$950.00. On Jan. 13, Huneke Engineering came out to evaluate the trusses and found that the first truss under the leak is currently sagging 6-8 inches where the standard maximum sag deemed safe is 2 inches. All of the other trusses were found to be within the 2- inch sag allotment. We are currently waiting for the quote to have the truss repaired before we can move forward with replacing the roof. During discussion it was suggested that funds could possibly be reallocated from unused employee salaries to be applied to the roof repairs.

As a side note to the gymnasium roof conversation, Kathy Endorf commented that playing pickleball and other sports is a problem when any of the gymnasium lights are burned out. She described that the courts were measured out so that 2 additional courts could be used and requested that attention be given to the lighting.



**New Business Discussed:**

Referring to our current Resident Pass Fee Structure for the Recreation Center, Jimmy asked for opinions as to what changes could be made to make the passes more encompassing and self-explanatory. The Recreation Department gets occasional requests for inclusive passes for families that will cover all areas of the facility rather than individual swim, weight room or basketball passes. Judy Mantych inquired as to how many residents cross over into multiple areas, and it was noted that most patrons who purchase passes only intend to use particular areas of the Recreation Center. Dave Cross thought we should offer another tier that would include all areas but that we should continue offer the individual passes as well. It was mentioned to offer passes for a 6- month period rather than a full year to offer a less expensive alternative. Martha suggested considering a child's combination pass for swimming and basketball.

Jimmy announced that he was evaluating a Part-Time salary increase as 27 out of our 37 employees fall below the recently increased minimum wage. His goal is to bring all staff members up to the current minimum wage of \$10.30 per hour and to also provide stair step increases for those staff members who have more years of service.

A discussion was held concerning the Municipal Park Grant process and the best way to evaluate which projects should get priority in the future. The 2015 Parks Assessment was discussed with the suggestion to hire a company to put together a 10- year plan requested by the Board of Aldermen for June 2021. It was discussed whether we should move forward with phase 2 & 3 of the Bissell Park Project or if it would be in the best interest of the city to move on to alternate projects. It was agreed that Tanglewood and Klein Parks were the most visible and should be considered for updates. Kathy Endorf requested a list of specific improvements at each park and the approximate cost for each one. It was agreed that it was important to finish all projects completely and with good quality before moving on to another such as lighting and other improvements to the pool.

Dave Cross asked about participation at the new roller rink that the City of Dellwood installed on their Recreation Center parking lot. Considering that it opening late in the fall, they have individuals and groups that do use it. It is available at no charge.

The meeting concluded with a discussion about ways to offer more programs and increase participation in our smaller classes. Judy Mantych asked about our residency requirements and we had a discussion about our resident/non resident policies. Pickleball and volleyball are programs that are very popular in other communities and although we do not have enough participation to offer leagues, these were suggested for pick up or open play options once COVID-19 restrictions are lifted.

---The meeting adjourned at 8:15 pm.-----

The Parks & Recreation Board will have our next scheduled meeting Tuesday February 16, 2021 at 7:00 p.m.

Please contact Martha if you are unable to attend at [msnead@cityofbn.com](mailto:msnead@cityofbn.com)

Respectfully submitted,

Martha Snead, Aquatics Director

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1	<b>Bellefontaine Neighbors Recreation Center Financial Summery 2021</b>														
2	<b>Income Category</b>	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Year to date	
3	Swimming	\$40.00												\$40.00	
4	Weightroom	\$69.00												\$69.00	
5	Raquetball/Pickleball	\$22.00												\$22.00	
6	Basketball	\$102.00												\$102.00	
7	Swim Lessons	\$113.00												\$113.00	
8	Water Exercise Classes	\$682.00												\$682.00	
9	Water Pay-As-You-Go	\$124.51												\$124.51	
10	Gym Exercise Classes	\$539.00												\$539.00	
11	Gym Pay-as You go	\$100.50												\$100.50	
12	ID cards	\$610.00												\$610.00	
13	Room Rentals	\$170.00												\$170.00	
14	Park Rentals	\$0.00												\$0.00	
15	Snack Bar/ Vending	\$21.75												\$21.75	
16	Swim Team/ Stroke Clinics	\$555.50												\$555.50	
17	Miscellaneous	\$10.50												\$10.50	
18	SilverSneakers/ Renew Actice	\$309.50												\$309.50	
19	<b>Total</b>	\$3,469.26												\$3,469.26	
20	<b>Payment Type</b>														
21	Check	\$351.50												\$351.50	
22	Cash	\$1,041.76												\$1,041.76	
23	Visa & MasterCard	\$1,673.50												\$1,673.50	
24	American Express/ Discover	\$93.00												\$93.00	
25	Direct Deposit	\$309.50												\$309.50	
26	<b>Total</b>	\$3,469.26												\$3,469.26	



4:35 PM  
02/01/21

BELLEFONTAINE NEIGHBORS  
Check Detail

January 22 through February 1, 2021

Type	Num	Date	Name	Account	Paid Amount	Original Amount
Bill Pmt -Check	43399	01/26/2021	CRAFCCO, INC.	1003.4 · OPERATING ACCT-NEW		-1,350.00
Bill	PO # 003797	01/26/2021		5625 · ASPHALT-CONCRETE	-1,350.00	1,350.00
Bill Pmt -Check	43400	01/26/2021	RIVER ROADS SALES/LEASING	1003.4 · OPERATING ACCT-NEW		-2,600.00
Bill	PO # 003798	01/26/2021		5070 · CAPITAL EXPENSE	-2,600.00	2,600.00
Bill Pmt -Check	43402	01/28/2021	US BANK	1003.4 · OPERATING ACCT-NEW		-1,381.61
Bill		01/28/2021		5211 · DUES-MEM-SUB **	-50.00	50.00
Bill		01/28/2021		5221 · OFFICE SUPPLIES	-264.92	264.92
Bill		01/28/2021		5231 · SPECIAL PROGRAMS	-302.28	302.28
Bill		01/28/2021		5044 · OFFICE EXP	-20.25	20.25
Bill		01/28/2021		5044 · OFFICE EXP	-669.16	669.16
Bill		01/28/2021		5031 · EQUIP-MAINT-REPAIR	-75.00	75.00
Bill Pmt -Check	43404	01/29/2021	ADGRAPHIX	1003.4 · OPERATING ACCT-NEW		-936.00
Bill	INV # 48002	01/29/2021		5611 · EQUIP-MAINT	-936.00	936.00
Bill Pmt -Check	43406	01/29/2021	AXON ENTERPRISES, INC.	1003.4 · OPERATING ACCT-NEW		-7,928.00
Bill	INV # SI-1709088	01/29/2021		5214 · EQUIPMENT	-7,928.00	7,928.00
Bill Pmt -Check	43411	01/29/2021	ED ROEHR SAFETY PRODUCTS	1003.4 · OPERATING ACCT-NEW		-1,022.24

4:35 PM  
02/01/21

# BELLEFONTAINE NEIGHBORS Check Detail

January 22 through February 1, 2021

Bill	INV #	01/29/2021	5220 - MIRMA INSURANCE	-24.95	24.95
Bill	INV # 512983	01/29/2021	5223 - TRAINING & ORIENTATION	-278.06	278.06
Bill	INV # 512984	01/29/2021	5223 - TRAINING & ORIENTATION	-719.23	719.23
<b>Bill Pmt -Check</b>	<b>43412</b>	<b>01/29/2021</b>	<b>1003.4 - OPERATING ACCT-NEW</b>	<b>-1,022.24</b>	<b>1,022.24</b>
Bill	INV # JOHADASO	01/29/2021	5223 - TRAINING & ORIENTATION	-300.00	300.00
Bill	INV # OGLDEN	01/29/2021	5223 - TRAINING & ORIENTATION	-300.00	300.00
<b>Bill Pmt -Check</b>	<b>43413</b>	<b>01/29/2021</b>	<b>1003.4 - OPERATING ACCT-NEW</b>	<b>-600.00</b>	<b>600.00</b>
Bill	INV # 78383	01/29/2021	5010 - AUDIT FEE	-4,650.00	4,650.00
<b>Bill Pmt -Check</b>	<b>43419</b>	<b>01/29/2021</b>	<b>1003.4 - OPERATING ACCT-NEW</b>	<b>-4,650.00</b>	<b>4,650.00</b>
Bill	INV # 8097	01/29/2021	5011 - MEMBERSHIPS	-1,813.00	1,813.00
<b>Bill Pmt -Check</b>	<b>43421</b>	<b>01/29/2021</b>	<b>1003.4 - OPERATING ACCT-NEW</b>	<b>-1,813.00</b>	<b>1,813.00</b>
Bill	INV # 58181408	01/29/2021	5047 - POSTAGE	-519.89	519.89
<b>Bill Pmt -Check</b>	<b>43422</b>	<b>01/29/2021</b>	<b>1003.4 - OPERATING ACCT-NEW</b>	<b>-519.89</b>	<b>519.89</b>
Bill	INV # 453564	01/29/2021	5219 - IT REJIS-POLICE	-2,568.61	2,568.61
<b>Bill Pmt -Check</b>	<b>43427</b>	<b>01/29/2021</b>	<b>1003.4 - OPERATING ACCT-NEW</b>	<b>-2,568.61</b>	<b>2,568.61</b>
Bill	INV # 133399	01/29/2021	5218 - RMS AND COMMUNICATIONS	-6,567.40	6,567.40

4:35 PM  
02/01/21

**BELLEFONTAINE NEIGHBORS**  
**Check Detail**  
January 22 through February 1, 2021

Bill Print -Check	43437	02/01/2021	MIDWEST SYSTEMS TRUCK EQUIPMENT, IN 1003.4 · OPERATING ACCT-NEW	-6,567.40	6,567.40
Bill	INV # 76190	02/01/2021	5311 · EQUIP-MAINT	-547.14	-547.14
TOTAL	13			<u>-547.14</u>	<u>547.14</u>
					\$32,483.89

INTRODUCED BY ALDERWOMAN WEST

BILL NO. 2607

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

**AN ORDINANCE ADOPTING JUNETEENTH (JUNE 19<sup>TH</sup>) AS A LEGAL HOLIDAY IN THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI AND AMENDING SECTION 2-35 OF DIVISION 1 OF ARTICLE III OF CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI TO INCLUDE JUNETEENTH DAY AMONG OFFICIAL HOLIDAYS IN THE CITY.**

**WHEREAS**, the first slaves of African descent were brought into the Missouri territory around 1720 when the area was under French control; and

**WHEREAS**, Missouri officially was admitted as a state of the United States as part of the Missouri Compromise of 1820; and

**WHEREAS**, Missouri joined as a slave state; and

**WHEREAS**, slavery helped to determine Missouri's economic and social direction prior to it becoming a state; and

**WHEREAS**, brutal forms of punishment were employed against enslaved Africans whereby the most common punishment was whippings but enslaved Africans were also hanged and burned to death; and

**WHEREAS**, in 1823 the Missouri General Assembly authorized each County of the State to establish slave patrols to guard against slave rebellion plots and insurrections; and

**WHEREAS**, in 1824 the Missouri General Assembly retained territorial legislation enabling persons held in slavery illegally to sue in court for their freedom; and

**WHEREAS**, in 1824 in the slave freedom lawsuit of *Winny v. Whitesides*, the Missouri Supreme Court established the judicial precedent of once free always free in determining the outcome of *Winny v. Whitesides* and other freedom lawsuits; and

**WHEREAS**, General Daniel Bissell was made military commander of the territory which is now Illinois and Missouri and moved to Fort Bellefontaine where he served as commander; and

**WHEREAS**, General Bissell return to this area after retirement and purchased land through public sales; and

**WHEREAS**, the City of Bellefontaine Neighbors is the former land owned by General Bissell; and

**WHEREAS**, President Abraham Lincoln decreed the Emancipation Proclamation on January 1, 1863. The proclamation declared “that all persons held as slaves” “are, and henceforward shall be free,” but was limited only to enslaved people in the Confederacy, and not to those in states that remained loyal to the Union; and,

**WHEREAS**, the news of liberation of slaves came to Texas more than two years after President Abraham Lincoln’s Emancipation Proclamation went into effect on January 1, 1863; and

**WHEREAS**, African-Americans across the state were made aware of their right to freedom on June 19, 1865 when Major General Gordon Granger arrived in Galveston, Texas with federal troops to read General Order Number 3 announcing the end of the Civil War and that all enslaved people were now free as well to maintain a presence in Texas for the purpose of enforcement of emancipation among slave owners throughout the state; and

**WHEREAS**, Juneteenth is the oldest known celebration honoring the end of slavery in the United States; and

**WHEREAS**, organizations across the world in a number of countries also recognize June 19 as the end of slavery and to celebrate the culture and achievements of African-Americans globally; and

**WHEREAS**, the Board of Alderpersons desires to include June 19<sup>th</sup> (“Juneteenth”) among the official holidays of the City; and

**WHEREAS**, Section 2-35 of Article III, Division 1 of Chapter 2 of the Code of Ordinances of the City of Bellefontaine Neighbors, Missouri (the “City”) sets forth provisions regarding paid holidays for full-time regular employees of the City; and

**WHEREAS**, the Board of Alderpersons desires and finds it in the best interest of the City to amend Section 2-35 of Article III, Division 1 of Chapter 12 of the Code of Ordinances of the City of Bellefontaine Neighbors concerning paid holidays for full-time regular employees of the City.

**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 2-35 of Article III, Division 1 of Chapter 2 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. 2-35. Holidays.**

(a) The following are eleven (11) paid holidays for full-time regular employees:

- (1) Memorial Day, the last Monday in May;
- (2) Independence Day, July 4;
- (3) Labor Day, the first Monday in September;
- (4) Veterans' Day, November 11;
- (5) Thanksgiving Day, the fourth Thursday in November;
- (6) The day after Thanksgiving;
- (7) Christmas Day, December 25;
- (8) New Year's Day, January 1;
- (9) Martin Luther King Day, the third Monday in January;
- (10) Washington's Birthday, the third Monday in February;
- (11) Juneteenth, June 19.

[NOTE: Subsections (b) and (c) are not altered, amended or affected in any way by this amendment and remain in full force and effect. For that reason these Subsections are not set forth here in full.]

**Section Two.**

The amendment of the Municipal Code by adoption of this Ordinance shall also serve to so amend each ordinance from which the Code Sections referenced herein are drawn and to repeal each ordinance inconsistent herewith.

**Section Three.**

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 Four.**

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 Five.**

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 \_\_\_\_ DAY OF FEBRUARY, 2021.**

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

**APPROVED THIS \_\_\_\_ DAY OF FEBRUARY, 2021.**

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

Attest:

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

INTRODUCED BY ALDERPERSON THOMAS

BILL NO. 2608

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

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A PURCHASE ORDER CONTRACT FOR OUTDOOR POOL REPAIRS WITH PERALES WHITE, LLC d/b/a BAZAN PAINTING COMPANY BY CITY OF BELLEFONTAINE NEIGHBORS

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

**SECTION 1.** The Board of Alderpersons hereby approves, and authorizes the Mayor to execute, on behalf of the City of Bellefontaine Neighbors, a Contract with Perales White, LLC d/b/a Bazan Painting Company ("Bazan"), a Missouri limited liability company, having a principal place of business at 1273 N. Price Road, St. Louis, Missouri, 63132, for repair of the City's outdoor pool (the "Contract"), which Contract shall be in substantially the form attached hereto as **Exhibit A**, with such reasonable changes therein that are consistent with the intent and purposes hereof and as approved by the Mayor and the City Attorney.

**SECTION 2.** This Ordinance shall be in full force and effect from and after the date of its passage and approval by the Mayor.

PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS \_\_\_\_\_ DAY OF FEBRUARY, 2021.

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

Attest:

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

APPROVED THIS \_\_\_\_\_ DAY OF FEBRUARY, 2021.

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

Attest:

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

### Purchase Order Terms & Conditions – Outdoor Pool Repairs

THIS PURCHASE ORDER IS AN ENFORCEABLE CONTRACT BETWEEN BUYER AND SELLER AS IDENTIFIED ON THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE PURCHASE ORDER, AND ACCEPTANCE BY SELLER IS SPECIFICALLY LIMITED TO THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER.

THE TERMS AND CONDITIONS SET FORTH IN THIS PURCHASE ORDER ARE AN ESSENTIAL PART OF THE CONTRACT BETWEEN BUYER AND SELLER AND SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT TERMS CONTAINED IN ANY QUOTATION, PURCHASE ORDER, ACKNOWLEDGMENT, INVOICE OR OTHER DOCUMENT. THESE TERMS AND CONDITIONS MAY NOT BE ALTERED, SUPPLEMENTED, OR AMENDED BY THE USE OF ANY OTHER DOCUMENT(S). ANY ATTEMPT TO ALTER, SUPPLEMENT, OR AMEND THIS DOCUMENT TO ENTER AN ORDER FOR PRODUCT(S) WHICH IS SUBJECT TO ADDITIONAL OR ALTERED TERMS AND CONDITIONS WILL BE NULL AND VOID, UNLESS OTHERWISE AGREED TO IN A WRITTEN AGREEMENT SIGNED BY BOTH BUYER AND SELLER.

Buyer reserves the right to change, modify or amend this Purchase Order at any time prior to the date of shipment. However, no change, modification or amendment of this Purchase Order shall be binding upon the Buyer unless made by Supplement to this Purchase Order, in writing, signed by the Buyer and duly acknowledged by the Seller. Where no acknowledgment is tendered by the Seller, acceptance by the Seller shall be implied unless Buyer receives from Seller a signed writing to the contrary within ten days from the date of the Purchase Order.

This Contract is subject to termination by the Buyer without liability upon written notice to the Seller at any time prior to the date of shipment.

This Contract is subject to cancellation in whole or in part as to any unshipped portion of the contract goods by the Buyer, without liability, upon written notice to the Seller, if Seller fails to make deliveries as specified in the schedules, or for any breach by the Seller of any of the terms or warranties, express or implied, in this Contract.

In the event prices or taxes are higher than specified in this Purchase Order, Seller shall not ship, but shall advise Buyer thereof. By acceptance of this Order, Seller warrants that the prices charged hereunder are not in excess of the Seller's current selling price to any other purchasers of the same or substantially similar items (taking into account quantities so sold), and agrees that in the event it is determined that the prices charged herein are in excess of such prices, such excess will be refunded to Buyer. Seller also agrees that any reduction in its selling price of the goods or materials covered by this Purchase Order subsequent to its issuance will be applicable to this Purchase Order.

Buyer accepts no responsibility for goods or materials shipped in excess of the quantities specified in this Purchase Order, and any such excess may at Buyer's option be returned to Seller at Seller's expense. In the event Seller is not able to complete the entire order specified herein, no amount thereof shall be shipped without Buyer's additional consent thereto.

All goods and materials shall be packed in accordance with specifications provided by Buyer, or, if no such specifications are provided, as otherwise suitably packed, in order to protect the same fully during transportation and to secure the lowest transportation costs. All materials shall be forwarded in accordance with Buyer's instructions, or in the absence of such instructions, by route and method of transportation representing the lowest transportation costs. When usual terms of tariffs do not include insurance, shipments must be forwarded properly insured to their full sales price hereunder. No charge shall be made for packing, insurance, boxing, storage or drayage unless authorized by Buyer in writing. A packing slip bearing a complete record of the shipment, including the number of the order to which it applies, is required with each shipment hereunder. Invoices, bills of lading or express receipts, and packing lists must be mailed within twenty-four hours following shipment. Each invoice must show the shipping route, quantity, prices, number of packages and serial numbers thereof, and the number of Buyer's purchase order to which shipment applies. Payments and discounts shall be calculated from the date of receipt at Buyer's office of the foregoing invoice, bills of lading or express receipts, and packing lists.

Delivery or performance must be made in accordance with the date or dates specified in this Purchase Order. If goods or materials are not delivered, or services performed, on or before the date(s) specified herein, Buyer shall have the option of purchasing elsewhere and charging Seller with any loss resulting therefrom and/or of canceling this order, or any part thereof, and with respect to any part of the order so cancelled, Buyer may, at its option, either return such goods or materials to Seller, at Seller's risk and expense, or charge Seller a reasonable storage charge until Seller removes such materials. Acceptance by the Buyer of any goods or materials covered by this purchase order after the date or dates specified herein shall not result in a waiver of Buyer's right to recover damages caused by late delivery. Unless otherwise specified by Buyer in writing, time is of the essence in completing this order. Buyer may from time to time change delivery dates by means of a written amended Purchase Order prior to the delivery date of the shipment of this order. Seller shall not be liable for delay in delivery, and Buyer shall not be liable for delay in acceptance, due to circumstances outside of such party's control, including, but not limited to, act of God, acts of any civil or military authority, acts (including delay or failure to act) of any governmental authority (de jure or de facto), fires, strikes, lock-outs, or other industrial disturbances, flood, earthquake, epidemic, war, hostilities or the threat or apprehension thereof, riot, delays in transportation, any interruption to the supply of materials, or goods or information, any accident, breakdown of machinery or the making of emergency or essential repairs thereto, or compliance with the valid order of any governmental or public authority but only to the extent of the duration of such circumstances and provided that party exercises due diligence in promptly notifying the other party hereto of the delay and the causes therefor and takes all reasonable action to remedy the same.

All materials, goods and work shall be subject to Buyer's inspection and approval, and upon discovery by Buyer that the materials, goods or work furnished contain any defect, patent or latent, or that they fail to conform to the warranties herein, Buyer shall have the right, without limitation: (1) to have Seller replace the faulty materials goods or work and be reimbursed by Seller for all out-of-pocket costs in connection with the utilization thereof; (2) to reject the materials, goods and work and recover all freight, storage, handling or other expense incurred by Buyer, and be relieved of any payment for the purchase price therefor, or, if payment has been made, to recover the purchase price so paid; and/or (3) to cancel this order. Materials so returned shall not be replaced without Buyer's written replacement order. Buyer's rights as set forth in this paragraph shall not be construed to limit or affect any other rights which Buyer or any other party may have.

Seller warrants that all materials, goods and work furnished by it pursuant to this Purchase Order shall be free from defects in material and workmanship; shall, if not of Buyer's design, be fit and sufficient for the purpose intended, and shall conform in all respects to the product specifications therefor. Seller further warrants that all materials and goods furnished shall be of good and merchantable quality, free of any lien, charge, encumbrance and interest of any nature of any third party, and that Seller shall have good and marketable title thereto upon provision to Buyer. In addition, Seller warrants that all material and goods furnished hereunder shall be manufactured in strict conformity with all national, federal, state and local laws and ordinances, and all regulations of all governmental authorities as may from time to time be amended. The warranties herein shall run to Buyer, its customers and the user of the final product and shall survive inspection and acceptance by Buyer. Seller agrees to indemnify and save Buyer, its affiliates, their employees and customers, and any and all direct or indirect vendees thereof, harmless with respect to all losses, costs, expenses and damages, including

consequential damages and attorney's fees, incurred or asserted as a consequence of any breach of any warranty contained in this Purchase Order.

Seller warrants to Buyer that the sale or use of the goods and materials provided hereunder, either alone or in combination with other materials, will not infringe or contribute to the infringement of any patents, trademarks or copyrights, either in the United States or foreign countries. Seller agrees, upon receipt of notification from Buyer, promptly to assume full responsibility for the defense of any suit or proceedings which may be brought against Buyer or any of its subsidiaries or affiliated companies, or their employees, agents or customers, by reason of the use or sale of any materials, goods or work furnished on this order, which are not of the Buyer's design, for alleged patent, trademark or copyright infringement, or for alleged unfair competition resulting from similarity of design, trademark or appearance of goods; and Seller further agrees to indemnify Buyer, its subsidiaries and affiliated companies, and their employees, agents and customers, against any and all losses, expenses and damages, including consequential damages and attorney's fees, resulting from the bringing of such suit or proceedings and/or from any settlement, decree or judgment therein. Buyer reserves the right, at its election, to control or participate in any such suit or proceeding, and may be represented therein by its own counsel, if it so desires.

Seller warrants that all work contemplated hereunder shall be performed in strict conformity with all federal, state and local laws and ordinances, and all regulations of all governmental authorities. Seller agrees, upon request, to furnish Buyer a certificate of compliance with any or all such laws, and of the provisions herein, in such form as Buyer may require. Without limiting the generality of the foregoing, where Seller performs services on Buyer's premises, Seller agrees to furnish to Buyer satisfactory evidence of compliance with all laws and regulations, including specifically, without limitation, all taxes on payroll or contributions on account of social security, unemployment insurance and federal or state workmen's compensation. Seller agrees that, if in the performance of this purchase order, Seller or any of its employees, agents or subcontractors is required to enter upon premises other than premises owned or occupied by such person, Seller shall ensure that public liability and property damage insurance in amounts satisfactory to Buyer, naming Buyer as an additional insured, be maintained to cover any liability in connection therewith. Seller agrees, upon receipt of notification from Buyer, promptly to assume full responsibility for the defense of any suit or proceedings which may be brought against Buyer or any of its subsidiaries or affiliated companies, or their employees, agents or customers by reason of any alleged violation of any federal, state, or local law, ordinance, or regulation of any governmental authority; and Seller further agrees to indemnify Buyer, its subsidiaries and affiliated companies, and their employees, agents and customers, against any and all losses, fines, expenses and damages, including consequential damages and attorney's fees, resulting from the bringing of such suit or proceedings and/or from any settlement, decree or judgment therein. Buyer reserves the right, at its election, to control or participate in any such suit or proceeding, and may be represented therein by its own counsel, if it so desires.

Seller agrees to indemnify and hold Buyer, its affiliates, their employees and customers, and any and all direct or indirect vendees thereof, harmless with respect to all losses, costs, fines, expenses and damages, including consequential damages and attorney's fees, incurred or asserted as a consequence of any breach in any warranty contained in this purchase order.

ALL INVOICES MUST CARRY THE FOLLOWING CERTIFICATION: "WE HEREBY CERTIFY THAT THE GOODS WERE PRODUCED IN COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED."

In the event that Buyer waives compliance with any term or condition of this Contract by the Seller, it is expressly agreed between the parties that such waiver shall not constitute a continued waiver of the term or condition, nor does such waiver by the Buyer constitute a waiver of any other terms or conditions contained herein. Any such waiver by the Buyer must be explicit, in writing, and signed by the Buyer.

If this Contract involves repeated occasions for performance by the Seller and if said performance is in contradiction to the terms and conditions of this Contract, failure to object by the Buyer shall not constitute an acceptance or acquiescence of the course of performance, nor waiver of the terms and conditions violated, unless specifically so stated in writing, signed by the Buyer.

Upon: (i) the liquidation or dissolution of Seller; (ii) the filing by Seller of a petition in bankruptcy or for reorganization, or for adoption of any arrangement under any the bankruptcy laws at any time in effect in any jurisdiction, or any admission seeking the relief therein provided; (iii) the making by Seller of an assignment of all or a substantial portion of its assets for the benefit of its creditors; (iv) the consent by Seller to the appointment of a receiver or trustee for all or a substantial part of its property or to the filing of a petition against it under said bankruptcy laws; or (v) the adjudication of Seller as bankrupt, Buyer may terminate this order without liability, except for deliveries previously made or services theretofore performed, or for goods covered by this order then completed and subsequently delivered in accordance with the terms of this order. Buyer may further at any time cancel this order for any other reason with respect to goods and materials not theretofore delivered and services not theretofore performed, and Buyer shall not be liable to Seller in such event for loss of anticipatory profits.

This order shall not be assigned in whole or in part, nor any part hereof subcontracted, without Buyer's prior written consent, and all terms hereof shall be binding upon, and accrue to the benefit of the successors and permitted assigns of the parties hereto. Seller shall take all steps required to ensure that its employees, agents and permitted subcontractors comply with all provisions hereof as if the Seller.

The terms and conditions set forth herein shall constitute the entire agreement between Buyer and Seller regarding its subject matter and supersedes all prior representations or understandings relating thereto. It may not be modified orally except in a writing signed by both parties. This contract shall be interpreted in accordance with the internal laws of the state of Missouri, without regard to its conflicts of law rules. Buyer and Seller agree to submit all disputes arising between them to a state or federal court located in St. Louis County, Missouri, the parties consent to the jurisdiction of the Missouri courts, and the prevailing party shall be awarded reasonable attorney fees and costs for such litigation and any and all appeals. Seller agrees in the event litigation ensues regarding this Purchase Order Seller waives the right to a jury trial.

Seller shall perform all services as an independent contractor.

If any provision of this Purchase Order is unenforceable, then such provision will be enforceable to the maximum extent possible under applicable law so as to effect the intent of the parties, and other provisions of this Purchase Order will continue in full force.

Any and all notices, demands, requests, or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party hereto by any other party to this Agreement, shall be in writing and shall be deemed duly served when deposited in the United States mail, first-class postage prepaid, return receipt requested, registered with an overnight carrier for deliver, or through personal deliverance, addressed to the party at the address as listed on this Purchase Order, or any subsequent address or name of the party the parties may provide in written form under this paragraph.

Seller shall not discriminate on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status in its operation, management, and employment practices, and with respect to availability and accessibility of services to the public. Seller agrees to comply with all applicable laws of the State of Missouri and of the United States of America, regarding such non-discrimination and equality of opportunity.

9641 BELLEFONTAINE RD.  
 BELLEFONTAINE NEIGHBORS, MO. 63137

CITY HALL PHONE 867-0076  
 POLICE 867-0080

CITY OF  
 BELLEFONTAINE NEIGHBORS, MO.

REQUISITION AND PURCHASE ORDER

Date ....., 20.....

Request By..... Dept.....

1	Provide all engineering, labor, materials, equipment, supplies & expertise required to perform work described in our Bid Pkg. 09240—Outdoor Pool Repairs & Retiling, updated 11/13/2020, and your Offers dated 12/9/2020.	\$33,516.00
Notes: 1) No patching of Pebble Tec finish is included in this price. 2) No removal & replacement of expansion joints is included in this price. 3) Labor & materials shall be warranted for two (2) years, included in price.		
1	Perform removal and patching of spalled areas in the existing Pebble Tec finish in accordance with the above bid specifications and Offers.	Advise
Note: Quantity & type patching to be determined after prep work is complete.		
1	Remove, prep & replace expansion joints as described in Bid Pkg. 09240—Outdoor Pool Repairs & Retiling, updated 11/13/2020	\$1,638.00
1	Provide all engineering, labor, materials, equipment, supplies & expertise required to perform work described in our Bid Pkg. 09971—Outdoor Pool Coatings, updated 11/13/2020, and your Offers dated 12/9/2020	\$31,644.00
Notes: 1) Labor & materials shall be warranted for two (2) years, included in price.		
1	Contract Bond for Bid Pkg. 09240—Outdoor Pool Repairs & Retiling	\$503.00
1	Contract Bond for Bid. Pkg. 09971—Outdoor Pool Painting	\$475.00
1	Supply, service & remove portable toilets for use by Contractor personnel.	\$700.00
TOTAL		\$68,476
		Advise

APPROVED BY: CITY OF BELLEFONTAINE NEIGHBORS, MO - BUYER PERALES WHITE, LLC D/B/A BAZAN PAINTING COMPANY-SELLER

Signed..... Mayor Date..... Signed..... Title/Dept. Date.....

ORDER PLACED WITH

Name	Price	Terms	Net Price	Delivery
Bazan Painting Company	See above			
1273 North Price Road St. Louis, MO 63132				
(Perales White, LLC d/b/a Bazan Painting Company)				
*Above signatures of the parties shall include approval of Purchase Order Terms and Conditions - Outdoor Pool Repairs which are attached hereto and incorporated herein as Attachment 1 by this reference.				

EXHIBIT A

**Fran Stevens**

---

**From:** Reverend Dinah Tatman <ward1communityfirst@gmail.com>  
**Sent:** Monday, February 1, 2021 11:30 AM  
**To:** Fran Stevens; Tommie Pierson; Jeremy Ihler; Barbara West; Theresa Reed; James Thomas; James Carroll; aadailes; Dr. Miranda Avant-Elliott  
**Subject:** Opioid Training COVID19

Good morning Fran: I pray you're safe and healthy. I'm forwarding two items I would like added to Thursday's agenda for the board to discuss and vote on.

Ive sent two separate documentations to be added to this communication.

Please add this attachment to my request for these items to be placed on this Thursday's meeting agenda.

Please let me know that you have received all three communications.

- 1) Opioid Training
- 2) COVID19

*Blessings,*

*Reverend Dinah L. Tatman  
Alderwoman Ward #1*

*Phone - (847) 238-2220  
Email - ward1communityfirst@gmail.com*

*"To support whatever is right, and to bring in justice where we've had so much injustice."  
Fannie Lou Hamer*



**A RESOLUTION OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI PROHIBITING  
EXCESSIVE FORCE**

A resolution establishing rules and regulations regarding the use of excessive force during non-violent civil rights demonstrations, including physically barring access to a facility or location which is the subject of such demonstration, and providing penalties for violations, thereof. Be it resolved by the Board of Aldermen of the City of Bellefontaine Neighbors, Missouri (the "City") as follows:

- Section 1.** The City hereby adopts and will enforce this policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The City also prohibits the physical barring of any entrance or exit to such a facility and will enforce all applicable State laws in this regard.
- Section 2.** Any person violating any of the provisions of this resolution shall become liable to the city for any expense, loss, or damage occasioned the City by reason of such violation.
- Section 3.** Passed and adopted by the Board of Alderperson of the City of Bellefontaine Neighbors, State of Missouri on this 4<sup>th</sup> day of February 2021.

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Mayor/Presiding Officer

ATTEST:

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Fran Stevens, City Clerk