



**REGULAR MEETING
AMENDED AGENDA
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
MARCH 23, 2020
7:00 PM**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

COMMENTS FROM THE GENERAL PUBLIC

(Citizens are asked to limit comments to three minutes and to complete a speaker card)

ACCEPTANCE OF THE AGENDA

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. - 7:00 p.m. - Work Session

7:00 p.m. - Regular Meeting of the City Council

Future Public Hearing on April 13, 2020 for CIP FY2021-FY2025

Summary: The City Council of the City of Creve Coeur will host a public hearing to review the proposed updates to the City's five-year Capital Improvement Program. This public hearing will be held at the City Council meeting, which will begin at 7:00 p.m. on Monday, April 13, 2020.

CONSENT AGENDA

- 1. Approval of March 9, 2020 City Council Regular Meeting Minutes**

BILLS PAYABLE REPORT

For Information Only

Summary: For your information and transmittal to the City Council, attached is a list of paid invoices from March 5, 2020 through March 18, 2020 in the amount of \$82,400.71.

UNFINISHED BUSINESS

- 2. Bill No. 5802 - an Ordinance Amending Sections 425.010, 425.020, 425.040 and 425.110, Stormwater Regulations, of the Code of Ordinances of the City of Creve Coeur. Final Reading and Passage**

Summary: The City's Stormwater Committee and Public Works staff recommend several changes to Chapter 425 (Stormwater Regulations) of the Municipal Code. These changes are intended to reference the latest MSD stormwater design standards, clarify when the regulations apply, and provide flexibility in certain situations.



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- 3. Bill No. 5816 - an Ordinance Authorizing the Execution of an Agreement with the St. Louis Economic Development Partnership Regarding the Construction of Certain Traffic Signal and Bridge Enhancements at the Intersection of Olive Boulevard and Lindbergh Boulevard. Final Reading and Passage**

Summary: The City will need to enter into an agreement with the St. Louis Economic Development Partnership to pay for the signal and bridge enhancements involved with the Partnership's project to reconfigure the intersection of Olive Boulevard at Lindbergh Boulevard. The City Council authorized three agreements with the Missouri Department of Transportation for the maintenance of these signal and bridge enhancements through Ordinance 5650 and Ordinance 5683.

- 4. Bill No. 5817 - an Ordinance of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission to Enable the City to Construct the New Ballas Improvements Phase 1 Project. Final Reading and Passage**

Summary: The City has been awarded a federal grant to assist with the cost to make pavement, sidewalk, and signal improvements along North New Ballas Road from Olive Boulevard to Craig Road. Public Works staff recommends that the City Council authorize the execution of a program agreement with the Missouri Department of Transportation, as this agreement is necessary to accept the federal grant.

NEW BUSINESS

- 5. Bill No. 5818 - an Ordinance Amending Ordinance Number 5573 Approving an Amended Site Concept Plan for Mercy Hospital Campus and Approving the Site Development Plan for a 17,230 Square Foot Addition to the Pratt Cancer Center on the Mercy Healthcare Campus. First Reading**

Summary: George Stock, Stock and Associates Consulting Engineers, Inc, behalf of Mercy Health East Communities at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan for the Mercy Campus and site development plan for a 17,230 square foot addition to the Pratt Cancer Center. Site concept and site development plan approval by the Planning and Zoning Commission and the City Council is required for the total area comprised by the PH-Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the PH Planned Hospital District, as provided for in Section 405.1080. The current proposal includes a shared parking agreement with the Temple Emanuel, zoned A Single Family Residential. The Planning and Zoning Commission recommended approval at its meeting on March 16, 2020.

- 6. Bill No. 5819 - an Ordinance Designating a Portion of the Parcel of Land Known as 523 Emerson Road as Public Right of Way and Other Portions of This Parcel as Permanent Easements. First Reading**



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Summary: The proposed widening of Emerson Road will require the relocation of several utilities and the construction of new utilities along the west side of Emerson. Public Works staff recommends that the City designate new right of way and new easements along the City's parcel at 523 Emerson Road to accommodate the new and relocated utilities.

7. Bill No. 5820 - an Ordinance Adopting and Enacting the New Electrical, Plumbing and Mechanical Codes of St. Louis County as the Electrical, Plumbing and Mechanical Codes of the City of Creve Coeur, Missouri. First Reading

Summary: The city contracts with St. Louis County to issue electrical, plumbing and mechanical permits and to make those subsequent inspections when this type of work is done within the City of Creve Coeur. In order for St. Louis County to continue to fulfill their contractual obligations to the city, it is necessary to adopt the same electrical, plumbing and mechanical codes as the county. The updated code versions are the 2015 Uniform Plumbing Code, 2014 National Electric Code, and the 2015 International Mechanical Code.

8. Bill No. 5821 - an Ordinance Amending the Adopted 2020 General Fund, Enterprise Fund and Public Safety Sales Tax Fund Budgets of the City of Creve Coeur by Authorizing Additional Appropriations for the Enterprise Fund and the Public Safety Sales Tax Fund and Authorizing a Transfer Between General Fund Divisions. First Reading

Summary: An ordinance amending the adopted 2020 budget of the City of Creve Coeur by authorizing additional appropriations for a lease for Body Worn and In-Car Cameras in the Public Safety Sales Tax Fund, for moving a part-time position to full-time in the Enterprise Fund, and for reclassifying 50% of a position from park maintenance to facility maintenance in the General Fund.

9. Bill No. 5822 - an Ordinance Revising Sections 160.090 and 160.095 of the City Code of Ordinances Regarding Means of Participation in City Meetings. First Reading, Final Reading and Passage. EMERGENCY READING AND PASSAGE

Summary: The current public health emergency posed by the COVID 19 pandemic has caused the City Council to review current requirements regarding the means of participating in City meetings and has determined that changes are needed to better conduct city business for the benefit of the public.

10. Bill No. 5823 - an Ordinance Enacting a New Subsection C to Section 130.010 of the City Code of Ordinances Regarding the Covid 19 Pandemic. First Reading, Final Reading and Approval. EMERGENCY READING AND PASSAGE

Summary: A COVID 19 supplement to our personnel policy is proposed to provide authority to the City Administrator to take emergency action as to interpretation and



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administration of personnel policies as needed to provide for the protection of public health, employee safety, provision of services to the public, and financial stability of the City; the supplement also includes amendments to city policies related to the U.S. Families First Coronavirus Response Act.

11. Resolution No. 1479 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Approving a Contract for Services with Utility Associates Inc. for the Purchase of 40 Body-Worn Cameras, and 17 In-Car-Video Cameras for the Police Department.

Summary: Current Police Department policy requires officers to record all official contacts with the public. The Creve Coeur Police Department has been utilizing in-car video cameras for nearly two decades. More recently, the department implemented a limited roll-out of body-worn cameras. Recommending purchase of 40 body cameras and 17 in-vehicle cameras.

12. Resolution No. 1480 - a Resolution Authorizing the Execution of an Agreement for Professional Services to Conduct an Annual Audit and Assist the City in the Preparation of Its Comprehensive Annual Financial Report. First Reading

Summary: Recommendation by Audit Committee and staff to continue auditing services with Schowalter & Jabouri, P.C. for FY 2020 - FY 2024.

BUSINESS FROM MAYOR AND CITY COUNCIL

13. Council Liaison Reports

BUSINESS FROM CITY ADMINISTRATOR

14. FY2021-FY2025 CIP - Street and Sidewalk Improvement Projections

Summary: Staff will review the proposed FY2021 Pavement Maintenance Program with the City Council as well as the future projections for the City's roadway and sidewalk improvements.

15. FY 2021-FY2025 CIP: Equipment Replacement Program Recommendations

Summary: Attached is the 5-year CIP equipment purchase plan and a staff report explaining the recommended purchases over the next 5-years.

16. Coronavirus Update

Summary: Staff will provide an update on how the City is responding to the Coronavirus Pandemic.

17. EXECUTIVE SESSION



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18. RESUME REGULAR SESSION

19. ADJOURN

As a precautionary measure to help prevent exposure and spread of COVID-19, the regular City Council meeting scheduled for Monday, March 23, 2020, at 7:00 p.m. will be livestreamed online. Public attendance will be limited in the Council Chambers in order to follow social distancing recommendations from St. Louis County, however citizens are encouraged to participate and submit public comments in one of the following ways:

1. **Video Livestream** — Citizens will have the opportunity to make public comments live during the meeting using the video livestream's chat function. ([Livestream Link](#))
2. **Email** — Public comment may also be emailed to the city clerk no later than 5:00 p.m. on Monday, March 23. Submit public comments to Deborah Ryan, City Clerk, at dryan@crevecoeurmo.gov.
3. **Live Audio** — Listen to a live audio broadcast of the City Council meeting by visiting the [Agendas & Minutes](#) page and clicking on the "Audio" link at the start of the meeting (audio only).

The City Council meeting agenda packet will be [available online](#) prior to the meeting.

Pursuant to Section 610.022 RSMo., the City Council could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney as provided under Section 610.021(1) RSMo. and/or personnel matters under Section 610.021(13) RSMo. And/or employee matters under Section 610.021(3) RSMo. and/or real estate matters under Section 610.021(2) or other matters as permitted by Chapter 610.

Posted: _____ posted 03/20/2020
Deborah Ryan, MPCC
City Clerk



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

SCHEDULED

Meeting: 03/23/20 07:00 PM
Department: Public Works Department
Category: Public Hearing
Prepared By: Matt Wohlberg
Initiator: Jim Heines
Sponsors: City Engineer Matt Wohlberg

FUTURE PUBLIC HEARING (ID # 3693)

DOC ID: 3693

Announcement: CIP FY2021-FY2025 Public Hearing on April 13, 2020

The City Council of the City of Creve Coeur will host a public hearing to review the proposed updates to the City's five-year Capital Improvement Program. This public hearing will be held at the City Council meeting, which will begin at 7:00 p.m. on Monday, April 13, 2020.



**REGULAR MEETING
MINUTES
CITY OF CREVE COEUR
CITY COUNCIL
300 NORTH NEW BALLAS RD
MARCH 9, 2020
7:30 PM**

CALL TO ORDER

A regular meeting of the City Council of the City of Creve Coeur was called to order by Mayor Glantz at the City Council Chamber, 300 North New Ballas Rd, City of Creve Coeur Government Center, Creve Coeur, MO 63141 on Monday, March 9, 2020 at 7:30 PM.

PLEDGE OF ALLEGIANCE

Mayor Glantz led the Pledge of Allegiance.

Mayor Glantz led the Pledge of Allegiance.

INVOCATION

Mayor Glantz gave the invocation.

Mayor Glantz gave the invocation.

ROLL CALL

Council Member, Ward 2 AJ Wang
Council Member, Ward 2 Ellen Lawrence
Council Member, Ward 3 Robert Hoffman
Council Member, Ward 4 Scott Saunders
Council Member, Ward 1 Heather Silverman

Council Member, Ward 3 Charlotte D'Alfonso -- **Absent**
Council Member, Ward 1 Alexis Travers -- **Absent**
Council Member, Ward 4 Susan Baseley -- **Absent**

COMMENTS FROM THE GENERAL PUBLIC

George Cibulka, of 808 Fernview Drive, discussed his high level of satisfaction with the Creve Coeur Police Department in locating and arresting an individual who threatened him and damaged his personal property following a vehicle sale transaction.

Richard Lodholz, of 412 Falaise Drive and a trustee of Country Forest Subdivision, spoke regarding his recommendation for the City to have stronger code enforcement for residential areas. Mr. Lodholz referenced a dumpster which has been located at 404 Falaise sitting since April 2019. He stated the existing residential code allows for an extension to be given and he encouraged Council to avoid permitting open-ended extensions and provide stronger enforcement to residential code enforcement.



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City Administrator Mark Perkins responded to Mr. Lodholz stating the City is aware of the situation at 404 Falaise Drive and City staff are incorporating extension restrictions in the proposed building code change for City Council consideration at the first meeting in April.

Michael Grant, of 12377 Falaise Drive, discussed his concerns with overflowing trash dumpsters at the parking lot at the tennis courts. Mr. Grant stated that while there were slight improvements since his last visit to City Council, the situation is ongoing and a time limit should be set on dumpster extensions.

ACCEPTANCE OF THE AGENDA

Agenda Accepted as Amended

City Administrator Mark Perkins requested an additional item, Coronavirus Response, be added to the agenda under Business from the City Administrator as Item 9.

The vote on the motion being 5 ayes and 0 nays, motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Heather Silverman, Council Member, Ward 1
AYES:	Wang, Lawrence, Hoffman, Saunders, Silverman
ABSENT:	D'Alfonso, Travers, Baseley

ANNOUNCEMENTS

The City Council meets the 2nd and 4th Monday of each month

6:00 p.m. - 7:00 p.m. - Work Session

7:00 p.m. - Regular Meeting of the City Council

CONSENT AGENDA

The vote on the motion being 5 ayes, and 0 nays, motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ellen Lawrence, Council Member, Ward 2
SECONDER:	Heather Silverman, Council Member, Ward 1
AYES:	Wang, Lawrence, Hoffman, Saunders, Silverman
ABSENT:	D'Alfonso, Travers, Baseley

1. Approval of February 24, 2020 City Council Regular Meeting Minutes



**MINUTES
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BILLS PAYABLE REPORT

For Information Only

Summary: For your information and transmittal to the City Council, attached is a list of paid invoices from February 20, 2020 through March 4, 2020 in the amount of \$338,024.38.

Invoices Paid Listing

Summary: For your information and transmittal to the City Council, attached is a list of paid invoices from February 20, 2020 through March 4, 2020 in the amount of \$338,024.38.

RESULT:	ITEM DISCUSSED
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UNFINISHED BUSINESS

- 2. Bill No. 5815 - an Ordinance Amending Ordinance No. 5117 to Allow for a New 28,000 Square Foot, 1,200 Seat, Basketball Arena on the Property Addressed as 425 South Lindbergh Boulevard, for Chaminade College Preparatory School. Final Reading and Passage**

Acting City Clerk read Bill No. 5815 for the final time.

The vote on the motion being 5 ayes and 0 nays, motion carried. Bill No. 5815 becomes Ordinance No. 5684.

RESULT:	APPROVE [UNANIMOUS]
MOVER:	Scott Saunders, Council Member, Ward 4
SECONDER:	Robert Hoffman, Council Member, Ward 3
AYES:	Wang, Lawrence, Hoffman, Saunders, Silverman
ABSENT:	D'Alfonso, Travers, Baseley

NEW BUSINESS

- 3. Bill No. 5816 - an Ordinance Authorizing the Execution of an Agreement with the St. Louis Economic Development Partnership Regarding the Construction of Certain Traffic Signal and Bridge Enhancements at the Intersection of Olive Boulevard and Lindbergh Boulevard. First Reading**

Acting City Clerk read Bill No. 5816 for the first time.

Matt Wohlberg, City Engineer, reviewed the Olive Boulevard and Lindbergh Boulevard interchange project.



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RESULT: FIRST READING

Next: 3/23/2020 7:00 PM

- 4. Bill No. 5817 - an Ordinance of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission to Enable the City to Construct the New Ballas Improvements Phase 1 Project. First Reading**

Acting City Clerk read Bill No. 5817 for the first time.

Matt Wohlberg, City Engineer, discussed the grant project for New Ballas Road, Phase I, for the area north of Olive Boulevard to Craig Road.

RESULT: FIRST READING

Next: 3/23/2020 7:00 PM

- 5. Resolution No. 1477 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Accepting Ownership of the Solar Panel System at the Dielmann Recreation Complex.**

Acting City Clerk read Resolution No. 1477.

Jason Valvero, Director of Recreation, discussed the proposed acquisition of the solar panel system at the Diehlmann Recreation Complex. Mr. Valvero stated the Finance Committee had unanimously approved a recommendation to City Council to accept the transfer of ownership of the solar panel system to the City of Creve Coeur.

The vote being 5 ayes and 0 nays, motion carried.

RESULT: APPROVED [UNANIMOUS]

MOVER: AJ Wang, Council Member, Ward 2

SECONDER: Heather Silverman, Council Member, Ward 1

AYES: Glantz, Wang, Lawrence, Hoffman, Saunders, Silverman

ABSENT: D'Alfonso, Travers, Baseley

- 6. Resolution No. 1478 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Authorizing the Execution of a Contract with Gershenson Construction Company, Inc., for Asphalt Pavement Resurfacing as Part of the 2020 Fiscal Year Pavement Maintenance Program for the Not-To-Exceed Contract Sum of \$96,060.00.**

Acting City Clerk read Resolution No. 1478.

Matt Wohlberg, City Engineer, discussed staff's recommendation to enter into a contract with Gershenson Construction Company, Inc., for asphalt pavement resurfacing.



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The vote being 5 ayes and 0 nays, motion carried.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Scott Saunders, Council Member, Ward 4
SECONDER:	Robert Hoffman, Council Member, Ward 3
AYES:	Glantz, Wang, Lawrence, Hoffman, Saunders, Silverman
ABSENT:	D'Alfonso, Travers, Baseley

BUSINESS FROM MAYOR AND CITY COUNCIL

7. Council Liaison Reports

Council Member Lawrence discussed... [Debbie - listen to tape]

Council Member Wang stated the Police and Safety Committee meets on March 10.

BUSINESS FROM CITY ADMINISTRATOR

8. Planning & Zoning Update

Jason Jaggi, Director of Community Development, stated the QT Gas Station to be located at the southwest corner of N. Graeser Road and Olive Blvd. On February 18, 2020 QT held a neighborhood meeting was attended by approximately 50 residents and expressed their concerns at the meeting. Staff is still waiting on a final plan from QT before moving forward with a formal review. As a result, no public notices have been put forth regarding this proposed development, but will update information as it becomes available. Another project coming for review is the site at 611 North Lindbergh, the old KC Masterpiece site, which has been vacant for approximately 10 years. Staff has met with Vantage Credit Union which has purchased the property and it looks like they will be submitting a proposal for a new Credit Union office. It will be a Conditional Use Permit and will ultimately come before Council for approval. Demo of current building at this site, waiting on disconnect of utilities. Last update is the East Olive Overlay. Planning staff has scheduled stakeholder meetings, the first meeting scheduled for Thursday, March 26th at 6 pm in the Dielman East meeting room and will be with the residents of the area. The second meeting will be with the property owners within this area and is scheduled for Wednesday, March 25th at 8:30 am. Once comments and concerns are compiled, staff will take that information back to Planning and Zoning for any changes and will look into schedule public hearings in anticipation of zoning updates in that area.

RESULT:	ITEM DISCUSSED
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9. Coronavirus Response



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Glenn Eidman, Chief of Police, provided an update on the City's proactive approach to combating the Coronavirus outbreak.

ADJOURN

Motion to Adjourn

The vote on the motion being 5 ayes and 0 nays, motion carried.

Meeting adjourned at 8:10 p.m.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Robert Hoffman, Council Member, Ward 3
SECONDER:	Heather Silverman, Council Member, Ward 1
AYES:	Wang, Lawrence, Hoffman, Saunders, Silverman
ABSENT:	D'Alfonso, Travers, Baseley



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: City Council
Category: Report
Prepared By: Anne Cronin
Initiator: Anne Cronin
Sponsors:

INVOICES PAID LISTING (ID # 3707)

DOC ID: 3707

Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from March 5, 2020 through March 18, 2020 in the amount of \$82,400.71.



MEMORANDUM

DATE: March 18, 2020

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Invoices Paid Listing

For your information and transmittal to the City Council, attached is a list of paid invoices from March 5, 2020 through March 18, 2020 in the amount of \$82,400.71.



Creve Coeur, MO

Council Report of Invoices Paid

By Fund

Payment Dates 03/05/2020 - 03/18/2020

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Fund: 01 - GENERAL FUND							
BANK OF AMERICA		07114G	01/26/2020	BUS PASSES	01-2410	59273	30.00
BANK OF AMERICA		10083993	02/24/2020	SUSPICIOUSE CHARGE CREDIT ...	01-2844	59273	-177.45
BANK OF AMERICA		10106174	02/24/2020	SUSPICIOUSE CHARGE CREDIT ...	01-2844	59273	-105.00
BANK OF AMERICA		1067438	01/16/2020	2 TIRE TREAD DEPTH GAUGES/...	01-2410	59273	26.49
BANK OF AMERICA		138618	01/22/2020	1 KEY AND FOB SPARE FOR BA...	01-2410	59273	344.19
TWO SASSY DESIGNS LLC		1272	03/07/2020	STAINLESS STEEL MUG WITH ...	01-2712	59339	305.10
ENERGY PETROLEUM CO		6278764	02/24/2020	DIESEL FUEL- PW SHOP	01-1653	59297	3,808.10
MISSOURI DEPARTMENT OF R...		CVC FEES FEB 20	03/09/2020	CRIME VICTIMS COMPENSATI...	01-2413	59322	326.00
MISSOURI DEPARTMENT OF R...		CVC FEES FEB 20	03/09/2020	CRIME VICTIMS COMPENSATI...	01-4604	59322	-16.08
UNUM LIFE INSURANCE COM...		E0132308 MAR 20	03/11/2020	WHOLE LIFE MAR 20	01-2220	59340	90.52
WASHINGTON NATIONAL INS ...		P1995806	03/01/2020	CANCER/INTENSIVE CARE MAR..	01-2215	59343	751.35
MISSOURI DEPARTMENT OF R...		POST FEB 20	03/09/2020	POST COMMISSION FUND FEB...	01-2412	59321	41.00
MATT HRASSTICH		PZ 20-006 REFUND	02/28/2020	REFUND FOR WITHDRAWEL OF..	01-4450	59315	250.00
OFFICE DEPOT		448978641001	02/27/2020	PD ARREST JACKETS/FOLDERS...	01-2410	59357	220.65
BEGINNERS WORLD TENNIS		TENNIS LESSONS 2019	02/14/2020	TENNIS LESSON INSTRUCTOR ...	01-4544	59348	2,520.00
							8,414.87
							8,414.87
Department: 11 - LEGISLATIVE SERVICES							
Division: 12 - MAYOR AND CITY COUNCIL							
BANK OF AMERICA		#13 1/13/20	01/13/2020	COUNCIL DINNER	01-11-12-6264	59273	320.26
BANK OF AMERICA		003945	01/27/2020	COUNCIL DINNER	01-11-12-6264	59273	193.45
BANK OF AMERICA		128672	01/08/2020	AGENDA REVIEW	01-11-12-6264	59273	15.99
BANK OF AMERICA		130560	01/22/2020	AGENDA REVIEW	01-11-12-6264	59273	20.03
BANK OF AMERICA		153611	01/27/2020	13 16X20 FRAMED PICTURES	01-11-12-7304	59273	2,579.85
BANK OF AMERICA		1602	01/27/2020	COUNCIL DINNER	01-11-12-6264	59273	32.76
BANK OF AMERICA		172301	01/23/2020	HEB ARBOR DAY RIBBONS	01-11-12-7315	59273	111.48
BANK OF AMERICA		200018424	01/15/2020	LEGISLATIVE CONFERENCE 20...	01-11-12-6265	59273	135.00
Division 12 - MAYOR AND CITY COUNCIL Total:							3,408.82
Division: 13 - CITY CLERK							
BANK OF AMERICA		2020CCFOASI	01/16/2020	ENROLLMENT FOR 2020 MOC...	01-11-13-6265	59273	370.00
BANK OF AMERICA		598230	01/10/2020	NAP MEMBERSHIP	01-11-13-6262	59273	99.00
VERIZON WIRELESS SERVICES L...		9849809320	03/04/2020	LEGISLATIVE	01-11-13-6253	59365	40.01
Division 13 - CITY CLERK Total:							509.01
Department 11 - LEGISLATIVE SERVICES Total:							3,917.83

Council Report of Invoices Paid

Payment Dates: 03/05/2020 - 03/18/2020

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Department: 12 - ADMINISTRATION							
Division: 10 - LEGAL							
CURTIS, HEINZ, GARRETT & O'...		148363-148367	03/03/2020	LAWYER FEES THRU 2/29/20	01-12-10-6201	59350	11,962.75
REJIS COMMISSION		432773	01/31/2020	WAN/LAN SUPPORT FOR 1/21...	01-12-10-6202	59361	22.50
Division 10 - LEGAL Total:							11,985.25
Division: 11 - ADMINISTRATIVE							
BANK OF AMERICA		200018424	01/15/2020	LEGISLATIVE CONFERENCE 20...	01-12-11-6265	59273	135.00
BANK OF AMERICA		5680308	12/31/2019	PRE EMPLOYMENT CREDIT CH...	01-12-11-6202	59273	27.58
BANK OF AMERICA		99795341	01/31/2020	BACKGROUND CHECK C POGUE	01-12-11-6202	59273	15.86
BANK OF AMERICA		CHK3411	01/03/2020	MUNICIPAL FACILITIES CONST...	01-12-11-6264	59273	56.45
BANK OF AMERICA		CS562551	01/13/2020	SHRM MEMBERSHIP ACA	01-12-11-6262	59273	219.00
BANK OF AMERICA		NEWSLETTER 1/23/20	01/23/2020	BUSINESS E NEWSLETTER	01-12-11-6262	59273	70.00
BANK OF AMERICA		WSJ 1/11/20	01/11/2020	SUBSCRIPTION WALL STREET J...	01-12-11-6262	59273	19.49
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	ADMIN	01-12-11-6253	59341	106.36
ASI		A000178602028J1	02/28/2020	HRA & FSA ADMIN FEES FEB 20	01-12-11-6203	59287	464.50
ST. LOUIS AREA CITY MANAG...		SLACMA 3/12/20	03/09/2020	SLACMA MEMBERSHIP MEETI...	01-12-11-6264	59335	30.00
MERCY CORPORATE HEALTH		556059	03/02/2020	RANDOM DRUG TESTING	01-12-11-6271	59355	92.00
MERCY CORPORATE HEALTH		556725	03/02/2020	PRE EMPLOYMENT DRUG TEST...	01-12-11-6271	59355	60.00
CHAMBER OF COMMERCE CR...		5960	03/05/2020	CHAMBER MEMBERSHIP LUN...	01-12-11-6264	59349	20.00
SWIFT PRINT COMMUNICATI...	PO00201	89222	03/02/2020	Residential Newsletter Printing..	01-12-11-6203	59362	1,717.00
Division 11 - ADMINISTRATIVE Total:							3,033.24
Division: 51 - MIS OPERATIONS							
BANK OF AMERICA		209218591	01/27/2020	AID4MAIL PROFESSIONAL	01-12-51-7332	59273	29.97
BANK OF AMERICA		24196	01/30/2020	ISO CARDS NO MAGSTRIPE OR...	01-12-51-6213	59273	56.26
BANK OF AMERICA		7591312282	01/06/2020	MICROSOFT ACCESS SOFTWA...	01-12-51-7332	59273	129.99
BANK OF AMERICA		77308	01/31/2020	SQLBACKUPANDFTP STANDAR...	01-12-51-7332	59273	113.00
BANK OF AMERICA		9310107	01/10/2020	500 FT CAT 6 CABLE	01-12-51-6213	59273	336.38
BANK OF AMERICA		DOMAIN 1/30/20	01/30/2020	.GOV DOMAIN NAME CREVEC...	01-12-51-6213	59273	400.00
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	MIS	01-12-51-6253	59341	63.18
CDW LLC		WZF7341	02/25/2020	HP TONER COLLECTION UNIT	01-12-51-6213	59291	15.55
CDW LLC		WZS3133	02/27/2020	AEROHIVE RENEWAL	01-12-51-6213	59291	259.22
UMZUZU LLC		0131230	03/04/2020	EMAIL ENCRYPTION ANNUAL ...	01-12-51-6213	59364	360.00
TYLER TECHNOLOGIES	PO02913	025-288698	02/26/2020	SOFTWARE - INCODE	01-12-51-7332	59363	31.25
TYLER TECHNOLOGIES	PO02913	025-289101	02/29/2020	SOFTWARE - INCODE	01-12-51-7332	59363	62.50
Division 51 - MIS OPERATIONS Total:							1,857.30
Department 12 - ADMINISTRATION Total:							16,875.79
Department: 13 - FINANCE							
Division: 11 - ADMINISTRATIVE							
BANK OF AMERICA		0017489867736	01/09/2020	ONE WAY FLIGHT FOR TYLER I...	01-13-11-6265	59273	203.70
BANK OF AMERICA		001748986853	01/09/2020	FLIGHT FOR TYLER INCODE CO...	01-13-11-6265	59273	326.39
BANK OF AMERICA		300002178	01/21/2020	GFOA MEMBERSHIP FOR P KIM	01-13-11-6262	59273	50.00
BANK OF AMERICA		GFOA CAFR APP	12/16/2019	GFOA CAFR APPLICATION	01-13-11-6202	59273	460.00

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
BANK OF AMERICA		Q9YJIM	01/11/2020	ONE WAY FLIGHT FOR TYLER I...	01-13-11-6265	59273	122.40
GFOA OF MISSOURI		GFOA LUNCH 3/11/20	03/10/2020	GFOA LUNCH P KIM AND L OB...	01-13-11-6264	59280	54.00
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	FINANCE	01-13-11-6253	59341	53.18
GATEWAY ASSOCIATION OF PA...		GAPP 3/19/20	03/04/2020	1ST QTR 2020 MTG T BROTHE...	01-13-11-6264	59304	10.00
GOVERNMENT FINANCE OFFIC...		0226004	03/04/2020	GFOA NATIONAL DUES	01-13-11-6262	59352	190.00
TYLER TECHNOLOGIES		025-290404	03/18/2020	MISC ACCOUNTS RECEIVABLE...	01-13-11-6213	59363	1,270.50
Division 11 - ADMINISTRATIVE Total:							2,740.17
Division: 14 - MUNICIPAL COURT							
RICOH USA, INC		103360848	02/29/2020	COPIER LEASE COURT OFFICE ...	01-13-14-6213	59333	258.24
NATIONAL ASSOCIATION FOR ...		172820 2020	02/17/2020	NACM MEMBERSHIP RENEWAL...	01-13-14-6262	59326	135.00
REJIS COMMISSION		431038	01/20/2020	COURT SOFTWARE USER FEES ...	01-13-14-6202	59332	944.31
ENGELMEYER & PEZZANI LLC	PO00227	JUDGE 3/4/20	03/04/2020	Judical Services as appointed b...	01-13-14-6201	59298	3,333.48
Division 14 - MUNICIPAL COURT Total:							4,671.03
Division: 15 - INTERDEPARTMENTAL							
BANK OF AMERICA		00317G	01/30/2020	SAMS MEMBERSHIP P MANNI...	01-13-15-6262	59273	55.00
BANK OF AMERICA		01476G	01/30/2020	SAMS MEMBERSHIP J RUESCH...	01-13-15-6262	59273	40.00
BANK OF AMERICA		02040G	01/30/2020	SAMS MEMBERSHIP C GETTE...	01-13-15-6262	59273	40.00
BANK OF AMERICA		08115G	01/30/2020	SAMS MEMBERSHIP D RYAN	01-13-15-6262	59273	40.00
BANK OF AMERICA		8000008000	02/04/2020	WELLNESS TREATS AND TEA	01-13-15-6272	59273	17.97
BANK OF AMERICA		INV00349709	01/27/2020	SNACKS FOR WELLNESS	01-13-15-6272	59273	149.00
CHARTER COMMUNICATIONS		0353198030120	03/01/2020	350 N NEW BALLAS PRI 3/1-3/...	01-13-15-6253	59294	476.62
AMERICAN STAMP & MARKIN...		1713447	03/03/2020	2 NAME TAGS FOR NEW COU...	01-13-15-7304	59283	28.00
KONICA MINOLTA BUSINESS S...		264662280	02/29/2020	COPIER MAINT FEB 2020	01-13-15-6213	59312	61.00
QUADIENT LEASING USA INC		N8180744	02/26/2020	METER RENTAL 12/29/19-3/28...	01-13-15-6266	59331	405.00
OFFICE DEPOT		443877243001	02/18/2020	TONER/TAPE/FOLDERS/BINDE...	01-13-15-7312	59357	332.00
OFFICE DEPOT		443904519001	02/18/2020	KEYKLEEN SWABS/BINDER CLI...	01-13-15-7312	59357	29.39
OFFICE DEPOT		448978641001	02/27/2020	PD ARREST JACKETS/FOLDERS...	01-13-15-7312	59357	182.06
OFFICE ESSENTIALS		CIV1157355	03/09/2020	ENVELOPES/FILE FOLDERS	01-13-15-7312	59358	136.58
Division 15 - INTERDEPARTMENTAL Total:							1,992.62
Department 13 - FINANCE Total:							9,403.82
Department: 14 - COMMUNITY SERVICES							
Division: 11 - ADMINISTRATIVE							
BANK OF AMERICA		BL4R8SJZK2	01/31/2020	FACEBOOK PROMO FOR FARM...	01-14-11-6230	59273	5.00
BANK OF AMERICA		H8MATQJTP2	01/31/2020	DADDY DAUGHTER DANCE FA...	01-14-11-6260	59273	27.83
MYRLYNN HENLEY		TAI CHI 11/4/19	11/04/2019	TAI CHI INSTRUCTION 1/14-3/...	01-14-11-6202	59324	366.00
Division 11 - ADMINISTRATIVE Total:							398.83
Department 14 - COMMUNITY SERVICES Total:							398.83
Department: 16 - MUNICIPAL FACILITIES MAINTENANCE							
Division: 11 - ADMINISTRATIVE							
BANK OF AMERICA		9876227	01/21/2020	BLDG SUPPLIES	01-16-11-6212	59273	7.32
BANK OF AMERICA		9876227	01/21/2020	BLDG SUPPLIES	01-16-11-6212	59273	32.88
NEW SYSTEM CARPET & BUILD...		083139	03/06/2020	BUILDING CLEANING SUPPLIES	01-16-11-6212	59327	356.64

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
AUTHORIZED ELEVATOR		25376	03/01/2020	QUARTERLY MAINT MAR, APR,...	01-16-11-6212	59288	175.00
HOME DEPOT CREDIT SERVICES		31214	02/27/2020	BLDG SUPPLIES DISINFECTANT...	01-16-11-6212	59306	110.10
TERMINIX INTERNATIONAL C...		394363247	02/26/2020	CITY HALL PEST CONTROL	01-16-11-6212	59337	92.00
HOME DEPOT CREDIT SERVICES		8030270	02/19/2020	MISC BLDG SUPPLIES	01-16-11-6212	59306	182.12
HOME DEPOT CREDIT SERVICES		8035051	01/30/2020	MISC SUPPLIES BLDG MAINT	01-16-11-6212	59306	103.47
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	BLDG MAINT	01-16-11-6253	59341	66.26
FROST ELECTRIC		54144007.001	02/27/2020	LAMPS- CITY HALL PARKING L...	01-16-11-6212	59303	70.40
Division 11 - ADMINISTRATIVE Total:							1,196.19
Department 16 - MUNICIPAL FACILITIES MAINTENANCE Total:							1,196.19

Department: 21 - POLICE

Division: 11 - ADMINISTRATIVE

BANK OF AMERICA	#33 1/9/20	01/09/2020	LUNCH FOR COMMAND STAFF	01-21-11-6264	59273	66.93
BANK OF AMERICA	0463457	01/08/2020	1 PACK OF 96 COMMAND STRI...	01-21-11-7302	59273	25.65
BANK OF AMERICA	134258	01/03/2020	FBINAA NATIONAL DUES ROM...	01-21-11-6262	59273	110.00
BANK OF AMERICA	135404	01/06/2020	FBINAA NATIONAL DUES CHEIF..	01-21-11-6262	59273	110.00
BANK OF AMERICA	135801	01/06/2020	FBINAA NATIONAL DUES KON...	01-21-11-6262	59273	110.00
BANK OF AMERICA	1590614	01/07/2020	2 BOXES OF GLOVES AND MA...	01-21-11-6271	59273	19.96
BANK OF AMERICA	52213	01/03/2020	FBINAA ANNUAL DUES HART...	01-21-11-6262	59273	110.00
BANK OF AMERICA	5359451	01/24/2020	LABELS FOR RECORD CLERKS FI...	01-21-11-7304	59273	419.99
BANK OF AMERICA	5776202	01/08/2020	INK PEN REFILLS FOR CHEIF'S ...	01-21-11-7302	59273	44.95
BANK OF AMERICA	5909842	01/10/2020	2 BOTTLES OF STAINLESS STEA...	01-21-11-6271	59273	18.30
BANK OF AMERICA	6366652	01/08/2020	CLEANING ITEMS FOR PD	01-21-11-7302	59273	49.99
BANK OF AMERICA	7649049	01/24/2020	CALEA SUPPLIES/REPLACEME...	01-21-11-7302	59273	81.24
BANK OF AMERICA	7649049	01/24/2020	CALEA SUPPLIES/REPLACEME...	01-21-11-7304	59273	199.84
BANK OF AMERICA	8618610	01/08/2020	ROBERT'S RULES BOOK FOR CH..	01-21-11-7302	59273	13.18
BANK OF AMERICA	9265066	01/10/2020	2 BOTTLES OF LYSOL 1 PACK O...	01-21-11-6271	59273	33.76
INDUSTRIAL/ORGANIZATION ...	#C47241A	03/02/2020	NATIONAL BASIC ABILITY TEST ...	01-21-11-6203	59308	80.00
PATRICIA A MILLER	2022	03/04/2020	RECRUITING SUPPLIES	01-21-11-6260	59328	612.37
PERSONNEL EVALUATION INC.	35985	02/29/2020	PERSONNEL EVALUATION PRO...	01-21-11-6203	59330	332.00
MERCY CORPORATE HEALTH	555285	03/02/2020	HEPATITIS B VACCINE, 1ST DO...	01-21-11-6271	59317	75.00
MERCY CORPORATE HEALTH	556064	03/02/2020	HEPATITIS B VACCINE, 1ST DO...	01-21-11-6271	59317	75.00
MERCY CORPORATE HEALTH	556328	03/02/2020	PRE EMPLOYMENT SCREENIN...	01-21-11-6271	59317	722.66
VERIZON WIRELESS SERVICES L...	9849517508	03/01/2020	PD ADMIN	01-21-11-6253	59341	159.54
LEON UNIFORM COMPANY	492784-01	03/10/2020	CUSTOM BADGE ORDER	01-21-11-7308	59354	452.00
VERIZON WIRELESS SERVICES L...	9849809320	03/04/2020	PD ADMIN	01-21-11-6253	59365	240.06
INDUSTRIAL/ORGANIZATION ...	C45858A	08/27/2019	S/H CHARGES FOR (1) DST EX...	01-21-11-6203	59353	11.00
INDUSTRIAL/ORGANIZATION ...	C45861A	08/27/2019	DISPATCHER SELECTION TOOL -.	01-21-11-6203	59353	551.00
FLORISSANT PSYCHOLOGICAL ...	POGCAM	03/11/2020	PRE-EMPLOYMENT SCREENING..	01-21-11-6203	59351	300.00
Division 11 - ADMINISTRATIVE Total:						5,024.42

Division: 21 - INVESTIGATION

BANK OF AMERICA	5358606	01/30/2020	EVIDENCE SUPPLIES	01-21-21-7304	59273	24.69
LEXISNEXIS	1432814-20200229	02/29/2020	2 USER FEES FOR FEBRUARY 2...	01-21-21-6202	59314	203.00
MISSOURI DEPARTMENT OF R...	PLATE GC0X7C	03/16/2020	2 YEAR PLATE RENEWAL CAR 2...	01-21-21-6202	59345	78.50

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
RCCEEG OF GREATER ST LOUIS	PO00238	2020-011	10/01/2019	YEARLY DEPARTMENT RCCEEG...	01-21-21-6203	59360	3,000.00
						Division 21 - INVESTIGATION Total:	3,306.19
Division: 22 - PATROL							
BANK OF AMERICA		00342G	01/22/2020	3 PACKS OF GUN CLEANING P...	01-21-22-7313	59273	20.97
BANK OF AMERICA		1067438	01/16/2020	2 TIRE TREAD DEPTH GAUGES/...	01-21-22-7302	59273	5.88
BANK OF AMERICA		1067438	01/16/2020	2 TIRE TREAD DEPTH GAUGES/...	01-21-22-7304	59273	12.15
BANK OF AMERICA		1081058	01/16/2020	10 2-PACK CHEST SEALS	01-21-22-6271	59273	159.30
BANK OF AMERICA		1590614	01/07/2020	2 BOXES OF GLOVES AND MA...	01-21-22-7313	59273	9.97
BANK OF AMERICA		1734664	01/16/2020	1 PACK OF SHOWER CURTAIN ...	01-21-22-7302	59273	4.49
BANK OF AMERICA		1ZHY9T9C30303792087	01/14/2020	SHIPPING FEE FOR RADAR REP...	01-21-22-6211	59273	12.93
BANK OF AMERICA		1ZTZN3380300004818	01/15/2020	SHIPPING FEE FOR ASP EQUIP ...	01-21-22-6211	59273	14.48
BANK OF AMERICA		20014023	01/10/2020	HWP GENERATOR INITIAL REG...	01-21-22-6202	59273	153.23
BANK OF AMERICA		33REL4M	02/03/2020	DRONE REGISTRATION	01-21-22-6262	59273	15.00
BANK OF AMERICA		5661806	01/29/2020	10" PLIERS/LOCK OUT TOOL	01-21-22-7302	59273	28.98
BANK OF AMERICA		6782603	01/21/2020	2 PAIRS OF SEARCH GLOVES	01-21-22-7302	59273	76.60
BANK OF AMERICA		7711427	01/29/2020	FIRE EXTINGUISHER PINS AND ...	01-21-22-7301	59273	12.49
LEON UNIFORM COMPANY		489741-01	03/04/2020	HOLSTERS	01-21-22-9503	59313	246.00
LEON UNIFORM COMPANY		492899-93	03/04/2020	UNIFORM PURCHASE - N BLA...	01-21-22-7308	59313	14.00
LEON UNIFORM COMPANY		493240	03/04/2020	UNIFORM PURCHASE - J HAR...	01-21-22-7308	59313	230.00
LEON UNIFORM COMPANY		495839-01	03/04/2020	UNIFORM PURCHASE - G KLEIS...	01-21-22-7308	59313	83.50
LEON UNIFORM COMPANY		496397-01	03/04/2020	UNIFORM PURCHASE - E BEGIC	01-21-22-7308	59313	6.99
LEON UNIFORM COMPANY		497197	03/04/2020	UNIFORM PURCHASE - T EXLINE	01-21-22-7308	59313	185.50
LEON UNIFORM COMPANY		497405	03/06/2020	UNIFORM PURCHASE FOR D T...	01-21-22-7308	59313	70.50
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	PD PTRL	01-21-22-6253	59341	562.61
LEON UNIFORM COMPANY		459509-82	02/13/2019	CREDIT FOR UNIFORM PURCH...	01-21-22-7308	59354	-20.99
LEON UNIFORM COMPANY		497768	03/16/2020	CREDIT FOR UNIFORM PURCH...	01-21-22-7308	59354	-111.75
LEON UNIFORM COMPANY		498129	03/16/2020	CREDIT FOR UNIFORM PURCH...	01-21-22-7308	59354	-2.00
						Division 22 - PATROL Total:	1,790.83
						Department 21 - POLICE Total:	10,121.44
Department: 31 - PUBLIC WORKS							
Division: 11 - ADMINISTRATIVE							
BANK OF AMERICA		4652208	01/09/2020	CASE/SCREEN REPLACEMENT	01-31-11-7304	59273	35.48
BANK OF AMERICA		7540210	01/21/2020	WATER VALVE PD AND DRY ER...	01-31-11-7302	59273	5.97
MISSOURI ONE CALL SYSTEM I...		0020148	02/29/2020	UTILITY LOCATES	01-31-11-6211	59323	20.00
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	PW ADMIN	01-31-11-6253	59341	292.73
						Division 11 - ADMINISTRATIVE Total:	354.18
Division: 41 - STREET MAINTENANCE							
BANK OF AMERICA		10000135634	01/31/2020	BACK UP CAMERAS FOR 1 TON...	01-31-41-6210	59273	134.98
BANK OF AMERICA		1373014	01/10/2020	BACK UP CAMERA EXTENSION...	01-31-41-6210	59273	15.74
BANK OF AMERICA		3035404	01/21/2020	6 NOISE CAPACITORS FOR TRU...	01-31-41-6210	59273	45.68
BANK OF AMERICA		4985810	01/03/2020	BACKUP CAMERAS FOR TRUCKS	01-31-41-6210	59273	466.14
BANK OF AMERICA		N57150	01/21/2020	2020 SNOW CONF	01-31-41-6265	59273	653.96

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
TRAFFIC CONTROL COMPANY		0008347-IN	03/06/2020	POSTS FOR GAS PUMPS	01-31-41-6212	59338	376.40
JOHNNY ON THE SPOT #347		0347-000230648	02/29/2020	PORTA JOHNS 2/1/20-2/29/20	01-31-41-6266	59311	150.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	740 N NEW BALLAS RD IRR1ST ...	01-31-41-6254	59319	18.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	533 N NEW BALLAS RD IRRCTR ..	01-31-41-6254	59319	18.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	160 N NEW BALLAS RD IRRIG 1...	01-31-41-6254	59319	18.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	6 BEACON HILL LN IRRIG 1/23/...	01-31-41-6254	59319	13.32
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	451 N NEW BALLAS RD IRR3RD ..	01-31-41-6254	59319	18.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	198 N NEW BALLAS RD IRRIG 1...	01-31-41-6254	59319	18.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	11915 OLIVE BLVD	01-31-41-6254	59319	44.28
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	1030 N LINDBERGH BLVD 1/15...	01-31-41-6254	59319	9.81
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	12536 OLIVE BLVD IRRIG 11/2...	01-31-41-6254	59320	129.53
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	996 E RUE DE LA BANQU 11/2...	01-31-41-6254	59320	237.28
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	12136 OLIVE BLVD IRRIG 11/2...	01-31-41-6254	59320	265.70
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	145 S NEW BALLAS RD IRRIG 1...	01-31-41-6254	59320	58.35
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	241 S NEW BALLAS RD IRRIG 1...	01-31-41-6254	59320	58.35
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	11702 OLIVE BLVD IRRIG 11/2...	01-31-41-6254	59320	132.85
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	12015 OLIVE BLVD IRRIG 11/2...	01-31-41-6254	59320	265.70
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	12301 CONWAY RD IRRIG 11/...	01-31-41-6254	59320	53.99
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	309 S NEW BALLAS RD IRRIG 1...	01-31-41-6254	59320	58.35
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	201 N NEW BALLAS RD IRRIG 1...	01-31-41-6254	59320	53.99
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	601 COEUR DE VILL DR 11/21/...	01-31-41-6254	59320	53.99
HOME DEPOT CREDIT SERVICES		1031108	02/26/2020	SMALL TOOLS FOR SIGN TRUCK	01-31-41-7302	59306	204.20
BRANNEY & SONS MERCANTI...		1046443	03/05/2020	NUMBERS FOR STORAGE TAN...	01-31-41-6212	59290	23.36
BRANNEY & SONS MERCANTI...		1046606	03/06/2020	PAINT FOR PARKING LOT	01-31-41-6212	59290	40.74
FRED WEBER, INC.		12335811	03/02/2020	POTHOLES BALLAS EXT	01-31-41-7305	59302	149.25
FRED WEBER, INC.		12336162	03/03/2020	POTHOLES BALLAS EXT	01-31-41-7305	59302	139.05
FRED WEBER, INC.		12336619	03/04/2020	POT HOLES BALLAS EXT	01-31-41-7305	59302	132.30
ABSTENENCIA GENTRY		1261-2500005424	03/02/2020	EXCEL- PW TEMPORARY EMPL...	01-31-41-6207	59281	496.80
ABSTENENCIA GENTRY		1261-2500005425	03/09/2020	EXCEL- PW TEMPORARY EMPL...	01-31-41-6207	59281	426.30
FICK SUPPLY SERVICE INC	PO00256	129729	02/03/2020	LEAF & LIMB CHIP HAUL OFF	01-31-41-6212	59301	972.00
FICK SUPPLY SERVICE INC	PO00256	129730	02/04/2020	LEAF & LIMB CHIP HAUL OFF	01-31-41-6212	59301	486.00
FICK SUPPLY SERVICE INC	PO00256	129895	02/11/2020	LEAF & LIMB CHIP HAUL OFF	01-31-41-6212	59301	243.00
CEEKAY SUPPLY		1561876	01/31/2020	TANK RENTAL 1/1/20-1/31/20	01-31-41-7307	59292	40.59
MCCONNELL & ASSOCIATES STL		2003-017121	03/03/2020	TACK COAT	01-31-41-7305	59316	99.96
HOME DEPOT CREDIT SERVICES		2030907	02/25/2020	TOOLS FOR MECHANIC	01-31-41-7302	59306	128.96
HOME DEPOT CREDIT SERVICES		2030978	02/25/2020	SMALL TOOLS	01-31-41-7302	59306	97.82
CREST INDUSTRIES, INC.		2545483	03/03/2020	HOSE FOR THE BOBCAT	01-31-41-6211	59296	74.45
HOME DEPOT CREDIT SERVICES		280917	02/17/2020	STORAGE CABINET FOR SHOP	01-31-41-6212	59306	183.59
HOME DEPOT CREDIT SERVICES		3025440	02/14/2020	STORAGE FOR SAFETY CABINET	01-31-41-7304	59306	7.08
HOME DEPOT CREDIT SERVICES		3371346	02/14/2020	WIRE WHEEL FOR SHOP	01-31-41-6212	59306	8.27
HOME DEPOT CREDIT SERVICES		371254	02/07/2020	UTILITY KNIVES	01-31-41-7302	59306	19.94
WALTER KNOLL FLORIST		53744	03/02/2020	PLANT MAINTENANCE-CITY H...	01-31-41-6212	59342	80.00
ST. LOUIS SAFETY, INC.		591073	03/05/2020	SAFETY SUPPLIES	01-31-41-7308	59336	66.98
HANDY AUTOMOTIVE		6219-463049	03/03/2020	SWITCH FOR 210	01-31-41-6210	59305	43.69

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Payment Dates: 03/05/2020 - 03/18/2020

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
HANDY AUTOMOTIVE		6219-463389	03/05/2020	FILTERS FOR CHIPPERS	01-31-41-6211	59305	94.33
N.B. WEST CONTRACTING CO.		6782	03/04/2020	PATCH MIX	01-31-41-7305	59325	250.70
WM NOBBE & COMPANY, INC.		9048223	03/05/2020	FILTER FOR CHIPPER	01-31-41-6211	59344	68.78
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	STREETS	01-31-41-6253	59341	185.70
FROST ELECTRIC		S4143296.001	02/26/2020	LAMPS- BRIDGE DECK	01-31-41-6212	59303	207.99
FROST ELECTRIC		S4144425.001	02/28/2020	LAMPS	01-31-41-6212	59303	52.80
PETTY CASH		8530081820959095	02/28/2020	HAND SANITIZER/WIPES	01-31-41-6212	59359	25.06
PETTY CASH		A102038001	03/11/2020	CDL LICENSE J VICK	01-31-41-6261	59359	102.00
PETTY CASH		TEAM PLAYER 1/21/20	01/21/2020	FOOD FOR TEAM PLAYER	01-31-41-7304	59359	25.00
Division 41 - STREET MAINTENANCE Total:							8,545.08
Division: 42 - HEALTH/WELFARE							
ANIMAL CARE SERVICE INC		FEB 2020	02/29/2020	DECEASED DEER PICKUP	01-31-42-6214	59285	375.00
Division 42 - HEALTH/WELFARE Total:							375.00
Division: 43 - PARKS MAINTENANCE							
BANK OF AMERICA		10000135634	01/31/2020	BACK UP CAMERAS FOR 1 TON...	01-31-43-6210	59273	44.99
BANK OF AMERICA		1373014	01/10/2020	BACK UP CAMERA EXTENSION...	01-31-43-6210	59273	5.24
BANK OF AMERICA		3035404	01/21/2020	6 NOISE CAPACITORS FOR TRU...	01-31-43-6210	59273	15.22
BANK OF AMERICA		3463264244195125	01/09/2020	ARBORIST PREP CLASS	01-31-43-6261	59273	50.00
BANK OF AMERICA		4985810	01/03/2020	BACKUP CAMERAS FOR TRUCKS	01-31-43-6210	59273	155.38
BANK OF AMERICA		959230	01/08/2020	ARBORIST MEMBERSHIP CERT...	01-31-43-6261	59273	310.00
JOHNNY ON THE SPOT #347		0347-000230648	02/29/2020	PORTA JOHNS 2/1/20-2/29/20	01-31-43-6266	59311	150.00
MISSOURI AMERICAN WATER ...		1017-210041135520 2/24/2020	02/24/2020	902 MASON RD 1/22/20-2/20/...	01-31-43-6224	59319	111.48
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	1000 BARNES WEST DR FRFLW...	01-31-43-6254	59320	284.86
MISSOURI AMERICAN WATER ...		1017-210041137908 2/28/20	02/28/2020	12100 CONWAY RD PARK 11/2...	01-31-43-6254	59320	132.85
BRANNEKY & SONS MERCANTI...		1046487	03/06/2020	CABIN ROPE AT CONWAY PARK	01-31-43-6212	59290	47.16
ABSTENENCIA GENTRY		1261-2500005424	03/02/2020	EXCEL- PW TEMPORARY EMPL...	01-31-43-6207	59281	165.60
ABSTENENCIA GENTRY		1261-2500005425	03/09/2020	EXCEL- PW TEMPORARY EMPL...	01-31-43-6207	59281	142.10
CEEKAY SUPPLY		1561876	01/31/2020	TANK RENTAL 1/1/20-1/31/20	01-31-43-7307	59292	40.59
CREST INDUSTRIES, INC.		2545483	03/03/2020	HOSE FOR THE BOBCAT	01-31-43-6211	59296	24.82
ST. LOUIS SAFETY, INC.		591073	03/05/2020	SAFETY SUPPLIES	01-31-43-7308	59336	22.32
HANDY AUTOMOTIVE		6219-463049	03/03/2020	SWITCH FOR 210	01-31-43-6210	59305	14.56
HANDY AUTOMOTIVE		6219-463389	03/05/2020	FILTERS FOR CHIPPERS	01-31-43-6211	59305	31.44
HOME DEPOT CREDIT SERVICES		7030331	02/20/2020	MISC SUPPLIES	01-31-43-7302	59306	20.35
WM NOBBE & COMPANY, INC.		9048223	03/05/2020	FILTER FOR CHIPPER	01-31-43-6211	59344	22.92
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	PARKS	01-31-43-6253	59341	33.13
AMERICAN TESTING & INSPECT..		IN112629	02/24/2020	TAPPEMYER ANNUAL HYDRAU...	01-31-43-6224	59284	185.00
AT&T		3145790412 3/1/20	03/01/2020	SECURITY LINES TAPPMEYER 1...	01-31-43-6224	59347	182.53
Division 43 - PARKS MAINTENANCE Total:							2,192.54
Department 31 - PUBLIC WORKS Total:							11,466.80
Department: 32 - COMMUNIITY DEVELOPMENT							
Division: 11 - ADMINISTRATIVE							
BANK OF AMERICA		01DZYX149KGV4MFNA5G	01/31/2020	APA LUNCHOEN J JAGGI W KEL...	01-32-11-6264	59273	30.00

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
BANK OF AMERICA		3126144	01/01/2020	APA CONF REGISTRATION J JA...	01-32-11-6265	59273	870.00
BANK OF AMERICA		Q37GPS	01/02/2020	APA CONF FLIGHT J JAGGI	01-32-11-6265	59273	347.96
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	PLANNING	01-32-11-6253	59341	53.18
FASTSIGNS OF BRIDGETON		D-65600	02/21/2020	PUBLIC NOTICE REPLACEMENT...	01-32-11-7304	59300	928.29

Division 11 - ADMINISTRATIVE Total:

2,229.43

Division: 61 - BUILDING DEPARTMENT

BANK OF AMERICA	2GCDJ	02/13/2020	HOTEL DEPOSIT ICC CONF HO...	01-32-61-6265	59273	49.72
BANK OF AMERICA	2GCDJ	02/13/2020	HOTEL DEPOSIT ICC CONF HO...	01-32-61-6265	59273	300.53
BANK OF AMERICA	6154 3/9-3/13/20	02/21/2020	ICC CODE CONF REGISTRATION..	01-32-61-6265	59273	800.00
BANK OF AMERICA	7197031	01/21/2020	CIRCUIT TESTER	01-32-61-7302	59273	52.17
INTERNATIONAL CODE COUNC...	1001161614	02/20/2020	LICENSING AGREEMENT	01-32-61-7304	59309	500.00
VERIZON WIRELESS SERVICES L...	9849517508	03/01/2020	BUILDING	01-32-61-6253	59341	265.04
VERIZON WIRELESS SERVICES L...	9849809320	03/04/2020	BUILDING	01-32-61-6253	59365	360.09

Division 61 - BUILDING DEPARTMENT Total:

2,327.55

Department 32 - COMMUNIUNITY DEVELOPMENT Total:

4,556.98

Fund 01 - GENERAL FUND Total:

66,352.55

Fund: 06 - MUNICIPAL ENTERPRISE FUND

JAMIILA COLE	3147574793	02/22/2020	ROOM RENTAL CANCEL REFU...	06-4540	59310	177.50
						177.50
						177.50

Department: 14 - COMMUNITY SERVICES

Division: 31 - ICE ARENA

AMERENUE	1801001713 2/13/20	02/13/2020	11400 OLDE CABIN ICE ARENA...	06-14-31-6250	DFT0001343	6,385.02
BANK OF AMERICA	02577-21915760	01/22/2020	FLYER PICTURES FOR ICE RINK	06-14-31-6260	59273	1.00
BANK OF AMERICA	02577-21937088	01/22/2020	FLYER PICTURES FOR ICE RINK	06-14-31-6260	59273	1.00
BANK OF AMERICA	02577-21947840	01/22/2020	FLYER PICTURES FOR ICE RINK	06-14-31-6260	59273	1.00
CHARTER COMMUNICATIONS	0136635030120	03/01/2020	11400 OLDE CABIN 3/1-3/31/20	06-14-31-6255	59293	359.45
MISSOURI AMERICAN WATER ...	1017-210013831861 2/28/20	02/28/2020	11400 OLDE CABIN FIRE 2/28...	06-14-31-6254	59318	58.09
MISSOURI AMERICAN WATER ...	1017-210041135520 2/24/2020	02/24/2020	11400 OLDE CABIN RD 1/17/20..	06-14-31-6254	59319	631.21
HOME DEPOT CREDIT SERVICES	1522472	02/06/2020	LEG TIP/CONDUIT/PADLOCK	06-14-31-6212	59306	106.03
HOME DEPOT CREDIT SERVICES	2611578	02/05/2020	PIPE INSULATION	06-14-31-6212	59306	26.07
HOME DEPOT CREDIT SERVICES	3512736	02/04/2020	TORCH KIT	06-14-31-7302	59306	54.97
HOME DEPOT CREDIT SERVICES	3512739	02/04/2020	ROCK SALT	06-14-31-6212	59306	89.70
TERMINIX INTERNATIONAL C...	394444676	02/10/2020	PEST CONTROL 11400 OLDE C...	06-14-31-6212	59337	73.00
HOME DEPOT CREDIT SERVICES	511648	01/28/2020	WIRE WHEEL BRUSH SAFETY G...	06-14-31-6212	59306	164.51
ARAMARK UNIFORM SERVICES	792419560	03/03/2020	TOWELS MOPS UNIFORMS	06-14-31-7301	59286	11.26
ARAMARK UNIFORM SERVICES	792419560	03/03/2020	TOWELS MOPS UNIFORMS	06-14-31-7308	59286	2.75
VERIZON WIRELESS SERVICES L...	9849517508	03/01/2020	ICE RINK	06-14-31-6253	59341	53.18
BATTERIES PLUS	P22683206	12/30/2019	BATTERIES	06-14-31-7301	59289	33.58

Division 31 - ICE ARENA Total:

8,051.82

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Payment Dates: 03/05/2020 - 03/18/2020

Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
Division: 32 - GOLF MAINTENANCE							
AMERENUE		0639074006 2/13/20	02/13/2020	11400 OLDE CABIN LAKE FOU...	06-14-32-6250	DFT0001341	12.14
AMERENUE		7072604119 2/13/20	02/13/2020	11400 OLDE CABIN MAINT SH...	06-14-32-6250	DFT0001342	216.76
ERB TURF EQUIPMENT, INC		01-35558	02/24/2020	REEL PARTS JD 7700	06-14-32-6211	59299	171.40
ERB TURF EQUIPMENT, INC		01-35647	02/27/2020	HYDRO PUMP O-RING	06-14-32-6211	59299	14.19
HOME DEPOT CREDIT SERVICES		5070159	02/12/2020	SQUARE TUBE STOCK	06-14-32-6211	59306	6.57
HOME DEPOT CREDIT SERVICES		7014790	02/10/2020	CUSHMAN HARVESTER PARTS...	06-14-32-6210	59306	17.39
HOME DEPOT CREDIT SERVICES		7014790	02/10/2020	CUSHMAN HARVESTER PARTS...	06-14-32-7301	59306	13.44
SITEONE LANDSCAPE SUPPLY ...		97548368-001	03/02/2020	CLUBHOUSE LANDSCAPING	06-14-32-9501	59334	348.03
SITEONE LANDSCAPE SUPPLY ...		97549491-001	03/02/2020	PVC CEMENT FOR CLUBHOUSE ..	06-14-32-9501	59334	17.58
SITEONE LANDSCAPE SUPPLY ...		975737769-001	03/03/2020	IRRIGATION PARTS FOR CLUB...	06-14-32-9501	59334	13.82
SITEONE LANDSCAPE SUPPLY ...		97590844-001	03/03/2020	CLUBHOUSE LANDSCAPING	06-14-32-9501	59334	31.65
VERIZON WIRELESS SERVICES L...		9849517508	03/01/2020	GOLF MAINT	06-14-32-6253	59341	53.18
MPR SUPPLY COMPANY		222652	03/03/2020	VALVE FOR IRRIGATION	06-14-32-9501	59356	16.73
ADVANCED TURF SOLUTIONS, ...		SO813909	03/13/2020	6 BAGS 10-0-3 .38 PRODIAMINE	06-14-32-7303	59346	91.86
Division 32 - GOLF MAINTENANCE Total:							1,024.74
Division: 33 - PRO-SHOP							
AMERENUE		9601003815 2/14/20	02/14/2020	11400 OLDE CABIN GOLF SHOP..	06-14-33-6250	DFT0001344	1,005.78
CHARTER COMMUNICATIONS		0136635030120	03/01/2020	11400 OLDE CABIN 3/1-3/31/20	06-14-33-6255	59293	130.97
Division 33 - PRO-SHOP Total:							1,136.75
Division: 34 - FOOD SERVICES							
PERFORMANCE FOOD GROUP, ..		3949044	02/28/2020	FOOD RESALE	06-14-34-8315	59329	620.96
PERFORMANCE FOOD GROUP, ..		3949044	02/28/2020	FOOD RESALE	06-14-34-8319	59329	123.46
ARAMARK UNIFORM SERVICES		792419560	03/03/2020	TOWELS MOPS UNIFORMS	06-14-34-7301	59286	8.36
Division 34 - FOOD SERVICES Total:							752.78
Department 14 - COMMUNITY SERVICES Total:							10,966.09
Fund 06 - MUNICIPAL ENTERPRISE FUND Total:							11,143.59
Fund: 19 - PUBLIC SAFETY FUND							
Department: 21 - POLICE							
Division: 23 - COUNTY PUBLIC SAFETY-PROP P							
BANK OF AMERICA		0010752421T	01/14/2020	REGISTRATION FEE FOR 4 ATT...	19-21-23-6261	59273	340.00
BANK OF AMERICA		10776772	01/22/2020	CDR INSTRUCTOR CERT TRAIN...	19-21-23-6261	59273	150.00
BANK OF AMERICA		53605391	01/22/2020	LODGING DURING TRAINING ...	19-21-23-6261	59273	291.10
BANK OF AMERICA		53607489	01/22/2020	LODGING DURING TRAINING ...	19-21-23-6261	59273	291.10
BANK OF AMERICA		7540210	01/21/2020	WATER VALVE PD AND DRY ER...	19-21-23-9501	59273	60.14
BANK OF AMERICA		CPR TRAINING 1/30/20	01/30/2020	CPR INSTRUCTOR RENEAL CO...	19-21-23-6261	59273	80.00
CHARTER COMMUNICATIONS		0371802022520	02/25/2020	SPECTRUM BUSINESS - PHONE...	19-21-23-6253	59295	179.94
CHARTER COMMUNICATIONS		0371802022520	02/25/2020	SPECTRUM BUSINESS - TV AND..	19-21-23-6255	59295	149.53

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Vendor Name	Purchase Order Number	Payable Number	Payable Date	Description (Item)	Account Number	Payment Number	Amount
AMERENUE		PD-008070	03/09/2020	ELECTRICITY FOR POLICE BUILD..	19-21-23-6250	59282	3,362.76
Division 23 - COUNTY PUBLIC SAFETY-PROP P Total:							4,904.57
Department 21 - POLICE Total:							4,904.57
Fund 19 - PUBLIC SAFETY FUND Total:							4,904.57
Grand Total:							82,400.71

Report Summary

Fund Summary

Fund	Payment Amount
01 - GENERAL FUND	66,352.55
06 - MUNICIPAL ENTERPRISE FUND	11,143.59
19 - PUBLIC SAFETY FUND	4,904.57
Grand Total:	82,400.71

Account Summary

Account Number	Account Name	Payment Amount
01-11-12-6264	IN TOWN MEETINGS	582.49
01-11-12-6265	TRAVEL & CONFERENCES	135.00
01-11-12-7304	GENERAL SUPPLIES	2,579.85
01-11-12-7315	SPECIAL EVENTS	111.48
01-11-13-6253	TELEPHONE	40.01
01-11-13-6262	DUES MEMBERSHIPS & S...	99.00
01-11-13-6265	TRAVEL & CONFERENCES	370.00
01-12-10-6201	LEGAL AND ACCOUNTING...	11,962.75
01-12-10-6202	TECHNICAL AND PERSON...	22.50
01-12-11-6202	TECHNICAL AND PERSON...	43.44
01-12-11-6203	PROFESSIONAL SERVICES	2,181.50
01-12-11-6253	TELEPHONE	106.36
01-12-11-6262	DUES MEMBERSHIPS & S...	308.49
01-12-11-6264	IN TOWN MEETINGS	106.45
01-12-11-6265	TRAVEL & CONFERENCES	135.00
01-12-11-6271	MEDICAL SUPPLIES	152.00
01-12-51-6213	OFFICE EQUIPMENT MAI...	1,427.41
01-12-51-6253	TELEPHONE	63.18
01-12-51-7332	COMPUTER SOFTWARE	366.71
01-13-11-6202	TECHNICAL AND PERSON...	460.00
01-13-11-6213	OFFICE EQUIPMENT MAI...	1,270.50
01-13-11-6253	TELEPHONE	53.18
01-13-11-6262	DUES MEMBERSHIPS & S...	240.00
01-13-11-6264	IN TOWN MEETINGS	64.00
01-13-11-6265	TRAVEL & CONFERENCES	652.49
01-13-14-6201	LEGAL AND ACCOUNTING...	3,333.48
01-13-14-6202	TECHNICAL AND PERSON...	944.31
01-13-14-6213	OFFICE EQUIPMENT MAI...	258.24
01-13-14-6262	DUES MEMBERSHIPS & S...	135.00
01-13-15-6213	OFFICE EQUIPMENT MAI...	61.00
01-13-15-6253	TELEPHONE	476.62
01-13-15-6262	DUES MEMBERSHIPS & S...	175.00
01-13-15-6266	EQUIPMENT RENTAL	405.00

Account Summary

Account Number	Account Name	Payment Amount
01-13-15-6272	EMPLOYEE RELATIONS	166.97
01-13-15-7304	GENERAL SUPPLIES	28.00
01-13-15-7312	OFFICE SUPPLIES	680.03
01-14-11-6202	TECHNICAL AND PERSON...	366.00
01-14-11-6230	FARMER'S MARKET	5.00
01-14-11-6260	ADVERTISING	27.83
01-16-11-6212	BUILDING AND GROUNDS...	1,129.93
01-16-11-6253	TELEPHONE	66.26
01-1653	PREPAID DIESEL FUEL	3,808.10
01-21-11-6203	PROFESSIONAL SERVICES	1,274.00
01-21-11-6253	TELEPHONE	399.60
01-21-11-6260	ADVERTISING	612.37
01-21-11-6262	DUES MEMBERSHIPS & S...	440.00
01-21-11-6264	IN TOWN MEETINGS	66.93
01-21-11-6271	MEDICAL SUPPLIES	944.68
01-21-11-7302	SMALL TOOLS	215.01
01-21-11-7304	GENERAL SUPPLIES	619.83
01-21-11-7308	WEARING APPAREL AND L...	452.00
01-21-21-6202	TECHNICAL AND PERSON...	281.50
01-21-21-6203	PROFESSIONAL SERVICES	3,000.00
01-21-21-7304	GENERAL SUPPLIES	24.69
01-21-22-6202	TECHNICAL AND PERSON...	153.23
01-21-22-6211	EQUIPMENT MAINTENAN...	27.41
01-21-22-6253	TELEPHONE	562.61
01-21-22-6262	DUES MEMBERSHIPS & S...	15.00
01-21-22-6271	MEDICAL SUPPLIES	159.30
01-21-22-7301	CHEMICALS & CLEANING	12.49
01-21-22-7302	SMALL TOOLS	115.95
01-21-22-7304	GENERAL SUPPLIES	12.15
01-21-22-7308	WEARING APPAREL AND L...	455.75
01-21-22-7313	RANGE SUPPLIES	30.94
01-21-22-9503	EQUIPMENT	246.00
01-2215	INTENSIVE CARE/CANCER	751.35
01-2220	VOL WHOLE LIFE INSURA...	90.52
01-2410	INMATE SECURITY ACCO...	621.33
01-2412	PEACE OFFICER AND STA...	41.00
01-2413	CVC - CRIME VICTIMS CO...	326.00
01-2712	POLICE FORFEITURE FUND...	305.10
01-2844	MISC. CLEARING ACCOUNT	-282.45
01-31-11-6211	EQUIPMENT MAINTENAN...	20.00
01-31-11-6253	TELEPHONE	292.73
01-31-11-7302	SMALL TOOLS	5.97

Account Summary

Account Number	Account Name	Payment Amount
01-31-11-7304	GENERAL SUPPLIES	35.48
01-31-41-6207	TEMP PROFESSIONAL SER...	923.10
01-31-41-6210	VEHICLE MAINTENANCE	706.23
01-31-41-6211	EQUIPMENT MAINTENAN...	237.56
01-31-41-6212	BUILDING AND GROUNDS...	2,699.21
01-31-41-6253	TELEPHONE	185.70
01-31-41-6254	WATER AND SEWER	1,525.49
01-31-41-6261	EDUCATION & TRAINING	102.00
01-31-41-6265	TRAVEL & CONFERENCES	653.96
01-31-41-6266	EQUIPMENT RENTAL	150.00
01-31-41-7302	SMALL TOOLS	450.92
01-31-41-7304	GENERAL SUPPLIES	32.08
01-31-41-7305	STREET & SIDEWALK MAI...	771.26
01-31-41-7307	GASOLINE, PROPANE & M...	40.59
01-31-41-7308	WEARING APPAREL AND L...	66.98
01-31-42-6214	REFUSE COLLECTIONS	375.00
01-31-43-6207	TEMP PROFESSIONAL SER...	307.70
01-31-43-6210	VEHICLE MAINTENANCE	235.39
01-31-43-6211	EQUIPMENT MAINTENAN...	79.18
01-31-43-6212	BUILDING AND GROUNDS...	47.16
01-31-43-6224	TAPMEYER HOUSE MAI...	479.01
01-31-43-6253	TELEPHONE	33.13
01-31-43-6254	WATER AND SEWER	417.71
01-31-43-6261	EDUCATION & TRAINING	360.00
01-31-43-6266	EQUIPMENT RENTAL	150.00
01-31-43-7302	SMALL TOOLS	20.35
01-31-43-7307	GASOLINE, PROPANE & M...	40.59
01-31-43-7308	WEARING APPAREL AND L...	22.32
01-32-11-6253	TELEPHONE	53.18
01-32-11-6264	IN TOWN MEETINGS	30.00
01-32-11-6265	TRAVEL & CONFERENCES	1,217.96
01-32-11-7304	GENERAL SUPPLIES	928.29
01-32-61-6253	TELEPHONE	625.13
01-32-61-6265	TRAVEL & CONFERENCES	1,150.25
01-32-61-7302	SMALL TOOLS	52.17
01-32-61-7304	GENERAL SUPPLIES	500.00
01-4450	PLANNING AND ZONNING	250.00
01-4544	RECREATIONAL PROGRAM..	2,520.00
01-4604	POLICE MISC REVENUE	-16.08
06-14-31-6212	BUILDING AND GROUNDS...	459.31
06-14-31-6250	ELECTRICITY	6,385.02
06-14-31-6253	TELEPHONE	53.18

Account Summary

Account Number	Account Name	Payment Amount
06-14-31-6254	WATER AND SEWER	689.30
06-14-31-6255	CABLE TV AND INTERNET	359.45
06-14-31-6260	ADVERTISING	3.00
06-14-31-7301	CHEMICALS & CLEANING	44.84
06-14-31-7302	SMALL TOOLS	54.97
06-14-31-7308	WEARING APPAREL AND L...	2.75
06-14-32-6210	VEHICLE MAINTENANCE	17.39
06-14-32-6211	EQUIPMENT MAINTENAN...	192.16
06-14-32-6250	ELECTRICITY	228.90
06-14-32-6253	TELEPHONE	53.18
06-14-32-7301	CHEMICALS & CLEANING	13.44
06-14-32-7303	HORTICULTURAL SUPPLIES	91.86
06-14-32-9501	BUILDINGS AND IMPROV...	427.81
06-14-33-6250	ELECTRICITY	1,005.78
06-14-33-6255	CABLE TV AND INTERNET	130.97
06-14-34-7301	CHEMICALS & CLEANING	8.36
06-14-34-8315	SANDWICHES AND HOT ...	620.96
06-14-34-8319	SNACKS	123.46
06-4540	DIELMANN WEST MTG R...	177.50
19-21-23-6250	ELECTRICITY	3,362.76
19-21-23-6253	TELEPHONE	179.94
19-21-23-6255	CABLE TV AND INTERNET	149.53
19-21-23-6261	EDUCATION & TRAINING	1,152.20
19-21-23-9501	BUILDINGS & IMPROVEM...	60.14
Grand Total:		82,400.71

Project Account Summary

Project Account Key	Payment Amount
None	81,474.28
AF-TREAE	305.10
ISFE	621.33
Grand Total:	82,400.71



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Public Works Department
Category: Ordinance
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

Bill No. 5802 - an Ordinance Amending Sections 425.010, 425.020, 425.040 and 425.110, Stormwater Regulations, of the Code of Ordinances of the City of Creve Coeur. Final Reading and Passage

The City's Stormwater Committee and Public Works staff recommend several changes to Chapter 425 (Stormwater Regulations) of the Municipal Code. These changes are intended to reference the latest MSD stormwater design standards, clarify when the regulations apply, and provide flexibility in certain situations.

AN ORDINANCE AMENDING SECTIONS 425.010, 425.020, 425.040, AND 425.110 REGARDING STORMWATER REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CREVE COEUR.

WHEREAS, the City regulates construction practices and standards by means of technical codes to protect the health, safety, and welfare of its citizens, and

WHEREAS, such codes must be updated from time to time, and

WHEREAS, at least one copy of the Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities, dated February 1, 2018, of the Metropolitan St. Louis Sewer District, which are hereby to be adopted by reference, has been filed with the City Clerk's office and made available for public use, inspection, and examination for a period of at least ninety (90) days prior to adoption of this ordinance pursuant to Section 67.280 RSMo and notice thereof has been publicly posted, and

WHEREAS, a copy of this ordinance has been available for public inspection in the City Clerk's office and it has been read by title two times, as required by the City's Charter, prior to adoption,

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

SECTION 1. SECTIONS 425.010, 425.020, 425.040 AND 425.110 OF THE STORMWATER REGULATIONS, of the City Code of Ordinances are hereby repealed and new sections are hereby adopted, to read as follows:

SECTION 425.010: PURPOSE AND INTENT

A. This Chapter seeks to provide those standards, criteria, procedures, and controls necessary to avoid adverse effects and minimize the harmful physical and economic effects of flooding from stormwater within the City of Creve Coeur. This goal is to be accomplished through the requirements of special measures set forth in Stormwater Management Plans to mitigate by means of detention and controlled discharge of the differential runoff from a property (unless excepted from regulation hereunder) whereon any grading, excavation, filling, or other disturbance of the natural vegetation or any construction, erection, or alteration of a building or structure is to be undertaken. Erosion control requirements are specified in Chapter 420 Land Disturbance Code.

B. Design Standard. This Chapter adopts the Rules and Regulations and

Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities, dated February 2018, of the Metropolitan St. Louis Sewer District (MSD) as the City's sanitary and stormwater design standard. This document and its regulations shall be referenced herein as "MSD Regulations." This Chapter may need to be revised in the event that MSD changes their ordinance. (R.O. 2008 §24-30.1; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.020: APPLICABILITY

- A. The provisions of this Chapter shall apply to all Land Disturbance Permits (as defined in Section 420.020) and Residential Development Permits issued by the City of Creve Coeur. This shall include, but not be limited to, all new homes, swimming pool additions, and detached garages, regardless of size or area of land disturbance. This shall also include any site improvement or building addition with a temporary or permanent land disturbance of 2,000 square feet or more.
- B. Exceptions. The following activities and situations shall be exempt from the requirements of this Chapter:
 - 1. Building permits for entirely interior work.
 - 2. Permitted development of any undeveloped lot of record of less than one-quarter ($\frac{1}{4}$) acre existing as of January 1, 2017.
 - 3. The planting, trimming, pruning or removal of trees, shrubs, grass, weeds, vegetation, ground cover or other plant material when such actions are incidental to and part of the normal maintenance of land and property in the City of Creve Coeur.
- C. In considering the applicability of the exceptions listed above, the effective acreage for a project, development, or subdivision is not limited to a fractional part of the total concept. Rather, if a project is developed in phases or small plats, the total acreage of the project, development, or subdivision will be considered
- D. The Director of Public Works has the discretion to require that, for any building permit, the applicant provide a grading plan, a siltation control plan, and/or a stormwater management plan. (R.O. 2008 §24-30.5; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.040: SUBMISSION, REVIEW, AND APPROVAL OF PLANS AND

SPECIFICATIONS

- A. Stormwater Management Plan Required. Except as otherwise provided in Section 425.020, no permit shall be issued to construct, erect, or alter any building or structure or to clear, grade, excavate, fill, remove topsoil from, or otherwise change the contour of any property within the City until a stormwater management plan has been submitted, approved, and recorded in accordance with the provisions of this Chapter.
1. A stormwater management plan shall be those documents, plans, calculations, and any other information necessary to demonstrate, to the satisfaction of the Director of Public Works, that the proposed work creates no adverse effect, as defined in Section 425.030.
 2. The amount of detail provided in the stormwater management plan will depend on the extent and nature of the project. At a minimum, the stormwater management plan will include contoured site plans, details, and calculations that show the proposed improvements, the pre-construction and post-construction runoff calculations for the site, specifications and details regarding the proposed mitigation method(s), and the location(s) of the stormwater mitigation on the site.
- B. Review Process. Designs, plans, and specifications of all drainage facilities, as defined in Section 425.120, that are proposed to be constructed, connected to, altered, or reconstructed by any person or corporation, private or public, within the City boundaries shall be submitted to the City and MSD for review, comment, and revision, leading to approval, approval with comments, or rejection. The design engineer shall meet with the Director of Public Works before starting stormwater facilities design to review the Stormwater Management Plan. The stormwater management plan must be reviewed with the Director of Public Works before submittal to MSD. Such designs, plans and specifications (excluding house connections, curb cuts, or similar work as determined by the Director of Public Works) shall be prepared and sealed by a professional engineer registered in the State of Missouri and shall meet the minimum standards of the City, MSD, and the Missouri Department of Natural Resources before approval is granted.
- C. Procedure.
1. Preliminary conferences. At any time prior to formal submission of project plans, the owner's engineer may arrange for a preliminary conference with the Director of Public Works to obtain informal guidance in project plan

preparation with the City. Preliminary conferences are recommended for all permit applications, especially in unique or unusual circumstances, but preliminary conferences are required for land disturbance activities. The preliminary conference is intended to expedite the subsequent formal review and approval process. This includes review of the downstream areas jointly by the City and the developer's engineer with photographs, online content, geographic information system (GIS), and other pertinent information as determined by the Director of Public Works.

2. Application. When required, a stormwater management plan shall be included with the permit application for the proposed project to the Director of Public Works by the owner of the land prior to the time any work subject to this Chapter is begun on the land. Said plans must accompany any such application, parts of which may also be on forms prepared by the City.
3. Approval process. Upon receipt of any application and plan, the Director of Public Works shall consider the plan in light of the provisions of this Chapter and shall approve the plan, disapprove the plan or approve the plan with modifications, noting thereon any changes that will be required.
4. Notification. The City shall promptly notify the applicant of the City's decision on a plan. Such notification shall be within forty-five (45) calendar days after the plan has been properly filed. Any approved plan shall be issued, dated, and bear the manual signature of the Director of Public Works or his designee.
5. Site development plan approval. A stormwater management plan may, as required, be included in and made part of an application for site development plan approval in accordance with Section 405.1080 or of an application for approval of improvement plans for a subdivision in accordance with Chapter 410 of the Creve Coeur subdivision regulations.
6. Upon approval, the owner shall provide proof that the stormwater management plan has been recorded with the St. Louis County Recorder of Deeds.
7. The Director of Public Works may waive the requirement to record the stormwater management plan if the Director of Public Works determines that the stormwater management plan sufficiently demonstrates that, without the need for any mitigation features, the proposed activities and site changes will cause no increase in stormwater runoff and no adverse

effect, as defined in Section 425.030.

- D. Downstream Conveyance System. For land disturbance activities, the developer is required to evaluate the downstream conveyance system where the connection is receiving the proposed development's runoff in order to determine if it has the capacity to receive the proposed development's runoff. The evaluation has to continue until the proposed development's runoff is less than ten percent (10%) of the downstream conveyance system. The Director of Public Works can request additional studies further downstream if a stormwater problem is anticipated.
- E. Corrective Action. If a development during or after construction adversely affects downstream property, corrective action will be required by the developer and/or landowner as determined by the Director of Public Works. The development shall make the required study and repairs during construction or after completion of the proposed development according to the Stormwater Management Plan, as directed by the Director of Public Works, if the stormwater-related problems downstream of the development can be demonstrated to be caused by the development.
- F. Time of Validity.
 - 1. An approved stormwater management plan shall become invalid if the authorized work is not commenced within six (6) months after issuance of the permit, if the authorized work is suspended or abandoned for six (6) months, or if the project is not completed within one (1) year after the issuance of the land disturbance or residential development permit.
 - 2. An updated plan shall be subject to the provisions of this Chapter in effect at the time of resubmission. (R.O. 2008 §24-30.2; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.110: ENFORCEMENT, VIOLATIONS, AND PENALTIES

- A. Enforcement. This Chapter shall be enforced by the Director of Public Works. The construction, reconstruction and/or alteration of buildings shall not be undertaken and the development of land shall not be commenced except in accordance with the provisions of this Chapter, as applicable. No permit or application for the construction or alteration of buildings and/or land shall be approved if the project would be in violation of this Chapter.

The Director of Public Works is authorized to institute any appropriate actions or

proceedings to prevent, halt, or correct construction or maintenance that is found to be in violation of this Chapter.

- B. Notice of Violation and Sanctions. If the Director of Public Works finds that any of the provisions of this Chapter are being violated in the completion and/or maintenance of a stormwater management plan, he/she shall notify in writing the person(s) responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. The Director of Public Works shall take any other action authorized by law to ensure compliance with or to prevent violation of the provisions of this Chapter. (R.O. 2008 §26-121; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5165 §1, 12-13-2010)
- C. Violations. Violations of this Chapter shall include, but are not limited to, the following:
 - 1. The alteration or construction of buildings and/or land not in accordance with the provisions of this Chapter.
 - 2. Failure to obtain the necessary approvals as required by this Chapter.
 - 3. Failure to maintain the approved and recorded stormwater management plan for the property.
- D. Persons Liable for Violation. Those chargeable, singly or jointly, with violations of this Chapter shall include, but shall not be limited to, the following:
 - 1. Those who commit, assist in, or otherwise participate in a violation.
 - 2. The owner or other persons who maintain the building, premises, property, or other place where the violation has been committed exists.
 - 3. The owner's agent or person in charge of the building, premises, property or other place where the violation has been committed or exists.
 - 4. The developer, engineer, architect, contractor, subcontractor, or any other person who performs work or enters into a contract for work in violation of this Chapter.
- E. Violations and Penalties.
 - 1. In case any building, structure, or land is erected, constructed, reconstructed, altered, converted, maintained, or used in violation of this Chapter, or of any ordinance or other regulation made under authority conferred by Sections 89.010 to 89.140, RSMo., the proper local authorities of the City, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, to restrain, correct, or abate such violation,

- to prevent the occupancy of such building, structure, or land, or to prevent any illegal act, conduct, business, or use in or about such premises. Such regulations shall be enforced by an officer empowered to cause any building, structure, place or premises to be inspected and examined and to order in writing the remedying of any condition found to exist therein or thereat in violation of any provision of the regulations made under authority of Sections 89.010 to 89.140, RSMo.
2. The owner or general agent of a building or premises where a violation of any provision of said regulations has been committed or shall exist, or other persons or parties liable for said violation, as indicated in Section 425.110(D) shall be guilty of an ordinance violation punishable by a fine of not less than ten dollars (\$10.00) and not more than five hundred dollars (\$500.00) for each and every day that such violation continues, or by both such fine and imprisonment in the discretion of the court. Notwithstanding the provisions of Section 82.300, RSMo., however, for the second (2nd) and subsequent offenses involving the same violation at the same building or premises, the punishment shall be a fine of not less than two hundred fifty dollars (\$250.00) or more than one thousand dollars (\$1,000.00) for each and every day that such violation shall continue or by imprisonment for ten (10) days for each and every day such violation shall continue, or by both such fine and imprisonment in the discretion of the court.
 3. Any such person who having been served with an order to remove any such violation shall fail to comply with such order within ten (10) days after such service or shall continue to violate any provision of the regulations made under authority of Sections 89.010 to 89.140, RSMo., in the respect named in such order shall also be subject to a civil penalty of two hundred fifty dollars (\$250.00). (RSMo. §89.120; R.O. 2008 §26-122; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5165 §1, 12-13-2010)

SECTION 2: SAVING CLAUSE: Nothing in this ordinance or in the Stormwater Regulation hereby adopted, shall be construed to affect any suit or proceeding currently pending in any court as of the effective date hereof, or any rights previously acquired or liability previously incurred, or any cause or causes of action existing under any ordinance hereby repealed.

SECTION 3: SEVERABILITY: If any section, subsection, provision, sentence, clause, or phrase of this ordinance or of the Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Drainage Facilities, February 1, 2018, is, for any reason held to be unconstitutional or invalid, such decision shall not affect

the validity of the remaining portions of this ordinance or of said code, and the City of Creve Coeur City Council hereby declares that it would have passed the same, even though such portion so held to be unconstitutional or invalid had not been included therein.

SECTION 4: EFFECTIVE DATE: This ordinance shall become effective pursuant to section 3.11(g) of the City Charter.

Adopted by the City Council this ___ day of March, 2020.

ELLEN LAWRENCE
PRESIDENT OF THE CITY COUNCIL

Approved this ___ day of March, 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: November 21, 2019

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommended Revisions to Chapter 425 Stormwater Regulations

The City's Stormwater Committee and Public Works staff recommend several revisions to Chapter 425 (Stormwater Regulations) of the Municipal Code. These changes are recommended to reference the latest stormwater standards, to clarify when the regulation applies, and to provide flexibility in certain situations.

2017 Stormwater Regulation Revisions

The most recent revisions to Chapter 425 simplified the regulation by referencing the stormwater standards of the Metropolitan St. Louis Sewer District (MSD) and introduced the need for applicants to demonstrate that their site improvements do not cause an adverse effect on their neighbors.

Recommendations for Additional Revisions

The current regulation has worked well since it was adopted in 2017, but three revisions to the regulation are recommended:

1. Reference to Current MSD Standards (Section 425.010 Purpose and Intent).

The City's regulation references the 2006 MSD standards, which were in effect in 2017. MSD updated its standards in 2018, and the changes made by MSD appear to have minimal impact on the City's operations or requirements. However, staff recommends to update the City's regulations to reference the current MSD standard in order to limit confusion for developers regarding the appropriate design standard.

2. When Building Permits Apply (Section 425.020 Applicability)

The intent of the Stormwater Regulation is to ensure that site improvements are designed and constructed to cause no additional stormwater to impact neighboring properties. An exemption in the regulation for small room additions has caused some confusion. A site improvement permit is required when a project disturbs 2,000 or more square feet of land. Interior building projects, window and door replacement, and small-scale room additions probably will not disturb 2,000 square feet or more. The exemption in the regulation for these projects has been misinterpreted by several applicants to mean that building additions are exempt from stormwater management regardless of the amount of land disturbance.

The recommended revisions eliminate the exemption and add clarification to the section that describes when the regulations apply.

3. Flexibility for Site Designs with no Impact (Section 425.040 Submission, Review, and Approval of Plans and Specifications)

The City's stormwater regulation requires that the plans for site improvements include a stormwater management plan that demonstrates how the site improvement will limit its impact to neighboring properties. Some sort of detention facility is usually needed when the site improvement causes the stormwater runoff to increase. The stormwater regulation requires that the project's stormwater management plan is recorded as added restriction on the property in order to ensure that any facility or facilities added by it remain in place.

However, some site improvements have been designed to have no increase or change to the stormwater runoff without the need for additional facilities. For these projects, there may not be a need for a deed restriction to be recorded. The proposed revision allows staff to waive the deed restriction requirement in such a situation.

A redline copy of Chapter 425 is attached that includes the recommended revisions.

Schedule for Approval

The bill to adopt the recommended changes will require two readings by the City Council. A 90-day public comment period is also required so that the reference to the new MSD stormwater regulations can be vetted by the public. Staff suggests the following schedule in order to accommodate the review period.

November 25, 2019 First reading by City Council

November 26, 2019 – February 24, 2020 Public Comment Period

March 9, 2020 Second reading and possible approval by City Council

Attachments: Recommended Revisions to Chapter 425 Stormwater Regulation (redline copy)

CHAPTER 425 – STORMWATER REGULATIONS

SECTION 425.010: PURPOSE AND INTENT

- A. This Chapter seeks to provide those standards, criteria, procedures, and controls necessary to avoid adverse effects and minimize the harmful physical and economic effects of flooding from stormwater within the City of Creve Coeur. This goal is to be accomplished through the requirements of special measures set forth in Stormwater Management Plans to mitigate by means of detention and controlled discharge of the differential runoff from a property (unless excepted from regulation hereunder) whereon any grading, excavation, filling, or other disturbance of the natural vegetation or any construction, erection, or alteration of a building or structure is to be undertaken. Erosion control requirements are specified in Chapter 420 Land Disturbance Code.
- B. Design Standard. This Chapter adopts the Rules and Regulations and Engineering Design Requirements for Sanitary Sewer and Stormwater Drainage Facilities, dated February ~~2006~~2018, of the Metropolitan St. Louis Sewer District (MSD) as the City's sanitary and stormwater design standard. This document and its regulations shall be referenced herein as "MSD Regulations." This Chapter may need to be revised in the event that MSD changes their ordinance. (R.O. 2008 §24-30.1; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.020: APPLICABILITY

- A. The provisions of this Chapter shall apply to all Land Disturbance Permits (as defined in Section 420.020) and Residential Development Permits issued by the City of Creve Coeur. This shall include, but not be limited to, all new homes, swimming pool additions, and detached garages, regardless of size or area of land disturbance. This shall also include any site improvement or building addition with a temporary or permanent land disturbance of 2,000 square feet or more.
- B. Exceptions. The following activities and situations shall be exempt from the requirements of this Chapter:
 1. Building permits for entirely interior work.
 - ~~2. Room additions and other building permits that disturb less than 2,000 square feet.~~
 - 3-2. Permitted development of any undeveloped lot of record of less than one-quarter (¼) acre existing as of January 1, 2017.
 - 4-3. The planting, trimming, pruning or removal of trees, shrubs, grass, weeds, vegetation, ground cover or other plant material when such actions are incidental to and part of the normal maintenance of land and property in the City of Creve Coeur.
- C. In considering the applicability of the exceptions listed above, the effective acreage for a project, development, or subdivision is not limited to a fractional part of the total concept. Rather, if a

project is developed in phases or small plats, the total acreage of the project, development, or subdivision will be considered

- D. The Director of Public Works has the discretion to require that, for any building permit, the applicant provide a grading plan, a siltation control plan, and/or a stormwater management plan. (R.O. 2008 §24-30.5; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.030: NO ADVERSE EFFECT

- A. Definition. No adverse effect shall mean that the proposed changes to a property will not increase the volume, direction, velocity, or intensity of stormwater runoff for adjoining properties for the design storm.
- B. Design Storm. For the purposes of determining “no adverse effect,” the design storm shall be 15-year rainfall intensity for a duration of 20 minutes (15-year, 20-minute storm).
1. Table 4-2 of the MSD Regulations lists specific stormwater runoff rates for the design storm.
 2. The determination of the change to the site’s stormwater runoff rate will be based upon comparing the stormwater runoff rates in MSD’s Table 4-2 for the existing and proposed conditions of the site.
- C. Site Grading. Sites shall be designed such that the proposed conditions will not increase the volume or speed of stormwater runoff onto any adjacent property.
1. For subdivisions with stormwater detention or retention facilities that are demonstrated by the applicant to have the capacity to accommodate the site’s differential stormwater runoff, the site’s differential stormwater runoff will be allowed to flow directly into these facilities or directly into an enclosed system which flows into such a facility, provided that no other properties are crossed in order to do so.
 2. For subdivisions without stormwater detention or retention facilities, the differential stormwater runoff for a development will need to be contained on site.

SECTION 425.040: SUBMISSION, REVIEW, AND APPROVAL OF PLANS AND SPECIFICATIONS

- A. Stormwater Management Plan Required. Except as otherwise provided in Section 425.020, no permit shall be issued to construct, erect, or alter any building or structure or to clear, grade, excavate, fill, remove topsoil from, or otherwise change the contour of any property within the City until a stormwater management plan has been submitted, approved, and recorded in accordance with the provisions of this Chapter.
1. A stormwater management plan shall be those documents, plans, calculations, and any other information necessary to demonstrate, to the satisfaction of the Director of Public Works, that the proposed work creates no adverse effect, as defined in Section 425.030.
 2. The amount of detail provided in the stormwater management plan will depend on the extent and nature of the project. At a minimum, the stormwater management plan will

include contoured site plans, details, and calculations that show the proposed improvements, the pre-construction and post-construction runoff calculations for the site, specifications and details regarding the proposed mitigation method(s), and the location(s) of the stormwater mitigation on the site.

- B. Review Process. Designs, plans, and specifications of all drainage facilities, as defined in Section 425.120, that are proposed to be constructed, connected to, altered, or reconstructed by any person or corporation, private or public, within the City boundaries shall be submitted to the City and MSD for review, comment, and revision, leading to approval, approval with comments, or rejection. The design engineer shall meet with the Director of Public Works before starting stormwater facilities design to review the Stormwater Management Plan. The stormwater management plan must be reviewed with the Director of Public Works before submittal to MSD. Such designs, plans and specifications (excluding house connections, curb cuts, or similar work as determined by the Director of Public Works) shall be prepared and sealed by a professional engineer registered in the State of Missouri and shall meet the minimum standards of the City, MSD, and the Missouri Department of Natural Resources before approval is granted.
- C. Procedure.

1. ~~1.~~ Preliminary conferences. At any time prior to formal submission of project plans, the owner's engineer may arrange for a preliminary conference with the Director of Public Works to obtain informal guidance in project plan preparation with the City. Preliminary conferences are recommended for all permit applications, especially in unique or unusual circumstances, but preliminary conferences are required for land disturbance activities. The preliminary conference is intended to expedite the subsequent formal review and approval process. This includes review of the downstream areas jointly by the City and the developer's engineer with photographs, online content, geographic information system (GIS), and other pertinent information as determined by the Director of Public Works.
2. ~~2.~~ Application. When required, a stormwater management plan shall be included with the permit application for the proposed project to the Director of Public Works by the owner of the land prior to the time any work subject to this Chapter is begun on the land. Said plans must accompany any such application, parts of which may also be on forms prepared by the City.
3. ~~3.~~ Approval process. Upon receipt of any application and plan, the Director of Public Works shall consider the plan in light of the provisions of this Chapter and shall approve the plan, disapprove the plan or approve the plan with modifications, noting thereon any changes that will be required.
4. ~~4.~~ Notification. The City shall promptly notify the applicant of the City's decision on a plan. Such notification shall be within forty-five (45) calendar days after the plan has been properly filed. Any approved plan shall be issued, dated, and bear the manual signature of the Director of Public Works or his designee.

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5. 5.—Site development plan approval. A stormwater management plan may, as required, be included in and made part of an application for site development plan approval in accordance with Section 405.1080 or of an application for approval of improvement plans for a subdivision in accordance with Chapter 410 of the Creve Coeur subdivision regulations.

6. 6.—Upon approval, the owner shall provide proof that the stormwater management plan has been recorded with the St. Louis County Recorder of Deeds.

7. The Director of Public Works may waive the requirement to record the stormwater management plan if the Director of Public Works determines that the stormwater management plan sufficiently demonstrates that, without the need for any mitigation features, the proposed activities and site changes will cause no increase in stormwater runoff and no adverse effect, as defined in Section 425.030.

- D. Downstream Conveyance System. For land disturbance activities, the developer is required to evaluate the downstream conveyance system where the connection is receiving the proposed development's runoff in order to determine if it has the capacity to receive the proposed development's runoff. The evaluation has to continue until the proposed development's runoff is less than ten percent (10%) of the downstream conveyance system. The Director of Public Works can request additional studies further downstream if a stormwater problem is anticipated.
- E. Corrective Action. If a development during or after construction adversely affects downstream property, corrective action will be required by the developer and/or landowner as determined by the Director of Public Works. The development shall make the required study and repairs during construction or after completion of the proposed development according to the Stormwater Management Plan, as directed by the Director of Public Works, if the stormwater-related problems downstream of the development can be demonstrated to be caused by the development.
- F. Time of Validity.
 - 1. An approved stormwater management plan shall become invalid if the authorized work is not commenced within six (6) months after issuance of the permit, if the authorized work is suspended or abandoned for six (6) months, or if the project is not completed within one (1) year after the issuance of the land disturbance or residential development permit.
 - 2. An updated plan shall be subject to the provisions of this Chapter in effect at the time of resubmission. (R.O. 2008 §24-30.2; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.050: REQUIRED SUBMITTALS BY THE DESIGN ENGINEER

Refer to the MSD Regulations for full details regarding information to be submitted to MSD for applicable land disturbance permits. Plan review may be delayed if all required information is not provided by the applicant.

To facilitate the review of plans before approval for construction, the design engineer shall submit with the plans a stormwater management plan containing all necessary data, maps, computations, and checklists as defined in the MSD Regulations in support of the designs and plans.

SECTION 425.060: GENERAL

The developer will need to confirm with MSD whether MSD will accept for dedication any sewers and pump stations within easements dedicated to MSD that have been constructed to MSD standards and for which the requirements stated herein have been met.

The maintenance of these facilities will remain the responsibility of the project Owner and their successors in interest until such time that they have been accepted for dedication by MSD. (R.O. 2008 §24-30.8; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.070: ABANDONMENT OF WORK

Upon receipt of a written statement from the Owner that further work on the project has been abandoned, or upon Owner's failure to promptly complete work after notice of apparent abandonment, the City and MSD shall determine whether or not the uncompleted work is required to ensure the public health, safety and welfare. Should it be determined that completion of the work is necessary, the Owner shall complete such work immediately. Otherwise, the City may utilize the monies deposited in the construction escrow for the project to complete this work or seek other applicable remedies. (R.O. 2008 §24-30.9; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.080: FEES REQUIRED BEFORE PLAN APPROVAL

- A. The City will require that certain fees be paid prior to the acceptance of the plans for review or the subsequent approval of the project plans. Failure to submit the fees in a timely manner could delay the review and approval of the plans. No plans will be approved until all required fees have been paid.
- B. Because the amount of these fees are subject to change, no amount for these fees is given herein. Please contact the City and MSD for a current list of fees. See Appendix B to Title IV--Community Development and Public Works Fee Schedule for fees required by the City for plan submittal and approval.
- C. MSD may apply its own fees to the project proposal.
- D. Recording fees. The owner will be responsible for paying the recording fees for all documents to be recorded with the Recorder of Deeds for St. Louis County. (R.O. 2008 §24-30.10; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.090: BONDS

A corporate surety bond or cash escrow, conditioned upon carrying out all and every part of approved plans for at least the sum estimated to be the full costs of carrying out such plans, shall be furnished to the City whenever such costs are estimated to exceed five hundred dollars (\$500.00). The bond or escrow shall be released upon proper completion of all of the requirements of such approved plans. (R.O. 2008 §24-30.12; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.100 CONSTRUCTION AND MAINTENANCE OF STORMWATER FACILITIES

- A. Detention/retention facilities, when mandatory, are to be built in conjunction with the storm sewer installation and/or grading. Since these facilities are intended to control increased runoff, they must be partially or fully operational soon after the clearing of the vegetation.
- B. Silt and debris connected both with early construction and with general erosion from the site and elsewhere in the watershed after construction shall be removed periodically from the detention area and/or control structure in order to maintain the facility close to its full storage capacity.
- C. The responsibility of maintenance of the detention/retention facilities in subdivision projects shall remain with the developer until such time as applicable escrows are released. Upon release of

escrows the maintenance responsibility for facilities on common ground shall be vested jointly and severally in the trustees of the subdivision by virtue of the trust indenture and the owners of the subdivision lots and their successors in interest. The indenture of the trust should clearly indicate resident responsibility for maintenance in cases of projects without common ground, but the absence of such a provision shall not eliminate such responsibility.

- D. The responsibility of maintenance of the detention/retention facilities in single owner development projects shall remain with the general contractor until final inspection of the development is performed and approved and a legal occupancy permit is issued. After legal occupancy of the project, the maintenance of detention/retention facilities shall be vested with the owner of the lot and their successors. (R.O. 2008 §24-30.11; Ord. No. 2207 §1, 1-27-03; Ord. No. 5043 §2, 7-14-08)

SECTION 425.110: ENFORCEMENT, VIOLATIONS, AND PENALTIES

- A. Enforcement. This Chapter shall be enforced by the Director of Public Works. The construction, reconstruction and/or alteration of buildings shall not be undertaken and the development of land shall not be commenced except in accordance with the provisions of this Chapter, as applicable. No permit or application for the construction or alteration of buildings and/or land shall be approved if the project would be in violation of this Chapter.

The Director of Public Works is authorized to institute any appropriate actions or proceedings to prevent, halt, or correct construction or maintenance that is found to be in violation of this Chapter.

- B. Notice of Violation and Sanctions. If the Director of Public Works finds that any of the provisions of this Chapter are being violated in the completion and/or maintenance of a stormwater management plan, he/she shall notify in writing the person(s) responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. The Director of Public Works shall take any other action authorized by law to ensure compliance with or to prevent violation of the provisions of this Chapter. (R.O. 2008 §26-121; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5165 §1, 12-13-2010)
- C. Violations. Violations of this Chapter shall include, but are not limited to, the following:
1. The alteration or construction of buildings and/or land not in accordance with the provisions of this Chapter.
 2. Failure to obtain the necessary approvals as required by this Chapter.
 3. Failure to maintain the approved and recorded stormwater management plan for the property.
- D. Persons Liable for Violation. Those chargeable, singly or jointly, with violations of this Chapter shall include, but shall not be limited to, the following:
1. Those who commit, assist in, or otherwise participate in a violation.
 2. The owner or other persons who maintain the building, premises, property, or other place where the violation has been committed exists.

3. The owner's agent or person in charge of the building, premises, property or other place where the violation has been committed or exists.
 4. The developer, engineer, architect, contractor, subcontractor, or any other person who performs work or enters into a contract for work in violation of this Chapter.
- E. Violations and Penalties.
1. In case any building, structure, or land is erected, constructed, reconstructed, altered, converted, maintained, or used in violation of this Chapter, or of any ordinance or other regulation made under authority conferred by Sections 89.010 to 89.140, RSMo., the proper local authorities of the City, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, or use, to restrain, correct, or abate such violation, to prevent the occupancy of such building, structure, or land, or to prevent any illegal act, conduct, business, or use in or about such premises. Such regulations shall be enforced by an officer empowered to cause any building, structure, place or premises to be inspected and examined and to order in writing the remedying of any condition found to exist therein or thereat in violation of any provision of the regulations made under authority of Sections 89.010 to 89.140, RSMo.
 2. The owner or general agent of a building or premises where a violation of any provision of said regulations has been committed or shall exist, or other persons or parties liable for said violation, as indicated in Section 425.110(D) shall be guilty of an ordinance violation punishable by a fine of not less than ten dollars (\$10.00) and not more than five hundred dollars (\$500.00) for each and every day that such violation continues, or by both such fine and imprisonment in the discretion of the court. Notwithstanding the provisions of Section 82.300, RSMo., however, for the second (2nd) and subsequent offenses involving the same violation at the same building or premises, the punishment shall be a fine of not less than two hundred fifty dollars (\$250.00) or more than one thousand dollars (\$1,000.00) for each and every day that such violation shall continue or by imprisonment for ten (10) days for each and every day such violation shall continue, or by both such fine and imprisonment in the discretion of the court.
 3. Any such person who having been served with an order to remove any such violation shall fail to comply with such order within ten (10) days after such service or shall continue to violate any provision of the regulations made under authority of Sections 89.010 to 89.140, RSMo., in the respect named in such order shall also be subject to a civil penalty of two hundred fifty dollars (\$250.00). (RSMo. §89.120; R.O. 2008 §26-122; Ord. No. 1903 §1, 11-24-1997; Ord. No. 5165 §1, 12-13-2010)

SECTION 425.120: DEFINITIONS

In addition to words and terms that may be defined elsewhere in this Chapter, the following words and terms shall have the meanings defined below:

CHANNELS: A natural or artificial watercourse.

CITY: The City of Creve Coeur.

DEVELOPED RUNOFF RATE: The peak flow corresponding to a selected rainfall event as a result of developed site conditions.

DIFFERENTIAL RUNOFF RATE: The difference between the pre-developed runoff rate and the developed runoff rate.

DIFFERENTIAL VOLUME OF STORMWATER: The amount of differential stormwater volume between the pre-developed and developed runoff rates which the detention basin must detain (hold).

DIRECTOR OR DIRECTOR OF PUBLIC WORKS: The Director of Public Works for the City of Creve Coeur or his/her designee.

DRAINAGE FACILITY: Any system of artificially constructed drains, including open channels and sewers, used to convey stormwater, surface or ground water, either continuously or intermittently, to natural watercourses.

ENGINEER: A registered professional engineer currently certified by law in the State of Missouri.

IMPERVIOUS SURFACE: Materials through which no stormwater or only an incidental amount of stormwater is able to pass. Examples of impervious surfaces include, but are not limited to, building roofs, asphalt pavement, and concrete pavement.

LAND DISTURBANCE: Clearing, grading, removal of improvements, or any other work that temporarily or permanently exposes the ground surface or subsurface to erosion. Section 420.020 includes additional discussion and definitions related to land disturbance.

MDNR: The Missouri Department of Natural Resources.

MSD: The Metropolitan St. Louis Sewer District

OUTFALL: The point location or structure where wastewater or drainage discharges.

PERSON: Any individual, firm, proprietorship, partnership, company, municipality, association, society, corporation, group or other entity.

PRE-DEVELOPED RUNOFF RATE: The amount of flow from an existing site prior to new development or improvements as computed by the Rational Formula.

PRIVATE FACILITIES: Any device, structure, or feature that has not been expressly adopted for maintenance by the City of Creve Coeur, the Metropolitan St. Louis Sewer District, or other municipal, county, state, or federal entity.

RATIONAL METHOD: A means to calculate flow quantities, by which:

$$Q = A * P * I$$

where:

Q = runoff, in cubic feet per second

A = tributary area, in acres

P = runoff factor based upon runoff from pervious and impervious surfaces

I = average intensity of rainfall, in inches per hour, for a given period and a given frequency

The definition of these factors, including the tables used to select the appropriate values, are outlined in Section 4.030 Stormwater Design Criteria of the MSD Regulations.

RESOLUTION: A resolution duly adopted by the City Council of the City of Creve Coeur.

RETENTION: A stormwater runoff facility designed to retain (hold) stormwater both permanently and temporarily (above normal pool elevation) during and immediately after a runoff event.

RESIDENTIAL DEVELOPMENT PERMIT. A permit from the City of Creve Coeur that is required for any new home (including “tear-down/rebuild” homes), home addition, garage, or swimming pool on residential property. This permit combines the applicable building permit(s) according to Section 500.040 and land disturbance permits according to Section 420.070. Fees for a Residential Development Permit are described in Appendix B to Title IV – Community Development and Public Works Fee Schedule.

STORMWATER DETENTION: A stormwater runoff facility designed to detain (hold) stormwater temporarily during and immediately after a runoff event.

STORMWATER MANAGEMENT PLAN: Study and design for a stormwater conveyance system, a downstream evaluation system, detention requirements, floodplain/floodway, sink hole and regulating permitting requirements.

STORMWATER SEWER: A sewer which carries surface runoff and subsurface waters.

SWALE: A broad, shallow watercourse.

TIME OF CONCENTRATION: Consists of inlet time plus the travel time in the sewer or channel from the most remote point in the watershed to the point under consideration.

TRAVEL TIME: The time it takes for the runoff to flow through the drainage system from one point of reference to the next point of reference.

U.S.G.S.: United States Geological Survey

WATERCOURSE: A stream of water or a natural channel through which water may flow.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Public Works Department
Category: Agreement
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

Bill No. 5816 - an Ordinance Authorizing the Execution of an Agreement with the St. Louis Economic Development Partnership Regarding the Construction of Certain Traffic Signal and Bridge Enhancements at the Intersection of Olive Boulevard and Lindbergh Boulevard. Final Reading and Passage

The City will need to enter into an agreement with the St. Louis Economic Development Partnership to pay for the signal and bridge enhancements involved with the Partnership's project to reconfigure the intersection of Olive Boulevard at Lindbergh Boulevard. The City Council authorized three agreements with the Missouri Department of Transportation for the maintenance of these signal and bridge enhancements through Ordinance 5650 and Ordinance 5683.

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ST. LOUIS ECONOMIC DEVELOPMENT PARTNERSHIP REGARDING THE CONSTRUCTION OF CERTAIN TRAFFIC SIGNAL AND BRIDGE ENHANCEMENTS AT THE INTERSECTION OF OLIVE BOULEVARD AND LINDBERGH BOULEVARD.

WHEREAS, the City strives to present and maintain a positive and attractive appearance for its residents and visitors; and

WHEREAS, the City Council has identified the branding and promotion of Creve Coeur as a goal in the City's Strategic Plan; and

WHEREAS, the St. Louis Economic Development Partnership (the "Partnership") plans to partially reconstruct the interchange of Olive Boulevard at Lindbergh Boulevard through federal aid project STP-4922(604) (the "Project"); and

WHEREAS, the Partnership has offered to allow the City to add illuminated street name signs and apply black powder coating to the new traffic signal equipment and to add pedestrian-scale lighting, decorative raised medians, and decorative bridge edge treatments (collectively the "Enhancements") to the Project; and

WHEREAS, the City Council has authorized the execution of maintenance agreements with the Missouri Department of Transportation (MoDOT) for the Enhancements through Ordinance 5650 and Ordinance 5683; and

WHEREAS, City staff recommends execution of the proposed agreement with the Partnership so that the City may fund the construction of the Enhancements through the Partnership's Project, because such work is more cost-effective to complete and will be of higher quality than if completed independently at a later date.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

Section 1: The Olive-Lindbergh Interchange Construction Cost-Sharing Agreement between the St. Louis Economic Development Partnership and the City of Creve Coeur, attached hereto as "Exhibit A," and referred to hereafter as the "Agreement," is hereby approved, and the City Administrator is hereby authorized and directed to enter into and execute that Agreement. The Agreement as executed shall be substantially in the form of "Exhibit A," with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Agreement.

Section 2. The City's payment(s) for the Enhancements involved with the Project shall be made pursuant to the Agreement. In addition to the sum of two-hundred-forty-seven thousand, two hundred, and fifty dollars (\$247,250), which is the engineer's estimate for the Enhancements and which shall be paid to the Partnership on or before April 15, 2020, the City

Administrator is hereby authorized to pay up to another ten thousand dollars (\$10,000) to the Partnership should the Partnership's recommended proposal exceed the engineer's estimate for these Enhancements.

Section 3. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 23RD DAY OF MARCH, 2020.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS 23RD DAY OF MARCH, 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

EXHIBIT A**OLIVE-LINDBERGH INTERCHANGE CONSTRUCTION COST-SHARING
AGREEMENT**

This is an Agreement made and entered into by and between the St. Louis Economic Development Partnership (hereinafter the "Partnership") and the City of Creve Coeur, Missouri (hereinafter the "City").

WITNESSETH: The Partnership and the City, for the considerations set forth herein, agree as follows:

- (1) PROJECT DEFINED. The Partnership plans to reconstruct partially the interchange of Missouri Route 340 (Olive Boulevard) at U.S. 67 (Lindbergh Boulevard) through a project that will involve roadway, sidewalk, bridge, and signal improvements. This project, with a federal project number of STP-4922(604), shall be referred to herein as the "Project."
- (2) ENHANCEMENTS DEFINED. The City desires to include certain decorative and non-standard elements to the Project. These elements include illuminated street name signs, black powder coating for signal equipment, decorative bridge treatments, decorative median, and sidewalk lighting, all of which shall be referred to herein as the "Enhancements."
- (3) PURPOSE. It is the intent of this Agreement to outline each party's responsibilities with respect to the construction of the Project and the Enhancements.
- (4) PROJECT RESPONSIBILITIES. The Partnership and the City agree to the following responsibilities with regard to the Project and the Enhancements:
 - (A) The Partnership shall be responsible for the design and preparation of right-of-way plans, construction plans, and technical specifications for the Project, including all associated costs.
 - (B) The City shall be responsible for the design and preparation of construction plans and technical specifications for the Enhancements, including all associated costs. The City shall also be responsible to incorporate the plans and specifications for the Enhancements into the plans and specifications for the Project, subject to applicable laws and regulations, and subject to the Partnership's approval, which shall not be unreasonably withheld.
 - (C) The Partnership shall acquire any right of way and/or easements required for the Project. No right of way or easements are understood to be required for the Enhancements.
 - (D) The Partnership shall be responsible for letting the Project and the Enhancements, including advertisement for bids, receiving and evaluating bids, and awarding a construction contract for the Project and the Enhancements, subject to the conditions outlined below.
 - (E) The Partnership shall be responsible for construction of the Project and the

Enhancements and for construction inspection for the Project.

- (F) The City shall be responsible for construction inspection of the Enhancements. The City shall coordinate its inspections with the Partnership and its construction inspection representatives and shall provide the Partnership with reports of inspection results during and after construction.
 - (G) The City shall be responsible for maintenance of the Enhancements and shall coordinate and abide by any maintenance agreements associated with the Enhancements, specifically including the provisions of Section 7 of that certain STP-Urban Program Agreement, finally signed on January 23, 2019, concerning the Project, which is attached hereto as Exhibit B and incorporated herein by this reference, and any amendments thereto. Additionally, the City understands and agrees that a separate maintenance agreement for the Enhancements may be required by the Partnership or state or local jurisdictions to memorialize the City's ongoing maintenance obligation hereunder. The City agrees to consider any such agreement.
- (5) PAYMENT RESPONSIBILITIES. The Partnership and the City agree to the following terms regarding payment for the Project and the Enhancements:
- (A) The Partnership shall be responsible for one hundred percent (100%) of the costs of the Project, excluding the costs associated with the Enhancements.
 - (B) The City shall be responsible for one hundred percent (100%) of the costs that the Enhancements add to the cost of the Project.
 - (C) The current, itemized construction cost estimate is listed in "Exhibit 1," which is attached hereto and made part hereof. The estimated construction cost of the Enhancements is two-hundred-forty-seven thousand, two hundred, and fifty dollars (\$247,250).
 - (i) The City shall remit a check in the amount of two-hundred-forty-seven thousand, two hundred, and fifty dollars (\$247,250) to the Partnership to cover the estimated construction cost of the Enhancements no later than April 15, 2020. The check shall be made payable to the Partnership.
 - (ii) The City is responsible for the balance of the construction cost of the Enhancements, should those construction costs exceed two-hundred-forty-seven thousand, two hundred, and fifty dollars (\$247,250).
 - (iii) If, at the time of the letting, the lowest responsive bid for the Enhancements is higher than the estimated construction cost amount of the Enhancements, the City, upon written notification from the Partnership, shall remit a check to the Partnership in the amount of the difference between the estimated cost of the Enhancements and the lowest responsive bid for the Enhancements. Such payment shall be made to the Partnership within ten (10) days of the City's receipt of the notification by the Partnership.

The Partnership, in its sole discretion, reserves the right to take action and either 1) reject all bids if the City fails to make any required additional

payment by the due date, or 2) award the contract to the lowest responsive bidder, contingent upon receipt of the additional funds (if necessary) from the City by an extended due date determined by the Partnership. If the Partnership makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Partnership shall be deemed unsatisfied, the award of the contract shall be deemed null and void, and the Partnership shall be under no obligation to continue with construction of the Enhancements.

- (iv) If, during construction, circumstances dictate that the actual cost to construct the Enhancements is more than the amount that the City has deposited with the Partnership, the Partnership shall promptly notify the City in writing of the circumstances that caused the difference in cost. Upon receipt of the notification by the Partnership, the City shall promptly tender the necessary monies to the Partnership to satisfy its obligation completely.
 - (v) Upon completion of the construction of the Enhancements, any excess funds based on the final cost of the Enhancements and the City's prior payment(s) to the Partnership, shall be promptly refunded to the City.
 - (vi) If the City fails to make the required deposit or payment(s), or if the City fails to maintain the Enhancements, the Partnership is under no obligation to continue with the Enhancements or to maintain the Enhancements; provided, however, that the City shall be responsible for all costs associated with the Enhancements up to the time of termination of work on the Enhancements and for all costs associated with removing all or any portion of the Enhancements then completed, if necessary.
- (6) PERMITS. The Partnership, or its designee, shall secure any necessary approvals and/or permits required for the construction of the Project and the Enhancements.
- (7) COMMENCEMENT OF WORK. The Partnership shall construct the Project in accordance with final detailed plans approved by the Partnership and shall construct the Enhancements in accordance with the final detailed plans approved by the City and the Partnership.
- (8) INDEMNIFICATION. To the extent allowed or imposed by law, each party shall defend, indemnify, and hold harmless the other party, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the party's intentionally wrongful or negligent performance of its obligations under this Agreement; provided, however, that the Partnership shall not be responsible under any circumstances for consequential damages.
- (9) AMENDMENTS. Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the Partnership and the City, each of

whom being duly authorized to execute the contract amendment on behalf of the Partnership and the City, respectively.

- (10) PARTNERSHIP REPRESENTATIVE. The Partnership's CEO is designated as the Partnership's representative for the purpose of administering the provisions of this Agreement. The Partnership's representative may designate by written notice other persons having the authority to act on behalf of the Partnership in furtherance of the performance of this Agreement.
- (11) CITY REPRESENTATIVE. The City's City Administrator is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.
- (12) NOTICES. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

Mark Perkins
City Administrator
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141
Facsimile Number: (314) 872-2539

(B) To the Partnership:

St. Louis Economic Development Partnership
ATTN: Vice President of 39N
7733 Forsyth Boulevard #2200
St. Louis, MO 63105
Facsimile Number: (314) 615-7666

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

- (13) ASSIGNMENT. Neither the Partnership nor the City shall assign, transfer, or delegate any interest in this Agreement without the prior written consent of the other party.
- (14) LAW OF MISSOURI TO GOVERN. This Agreement shall be construed according to the laws of the State of Missouri. The Partnership and the City shall comply with all local, state, and federal laws and regulations relating this Agreement.

- (15) VENUE. Both parties agree that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of St. Louis County, Missouri.
- (16) SOLE BENEFICIARY. This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Partnership and the City.
- (17) AUTHORITY TO EXECUTE. The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed, and empowered to execute this Agreement. This Agreement has been approved by City Ordinance No. _____.
- (18) SECTION HEADINGS. All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- (19) ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Partnership on: _____ (date)

Executed by the City on: _____ (date)

ST. LOUIS ECONOMIC
DEVELOPMENT PARTNERSHIP

CITY OF CREVE COEUR

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

Title: _____

Ordinance Number: _____

EXHIBIT 1

SortCode	PayItemID	PayItemDescription	Section	CategoryDescription	Alternate	Quantity	UnitEnglishID	BidPrice	BidPriceExtension	City Cost
1140	9029902 {1}	MISC. {TRAFFIC SIGNAL POWDER COATING - INTERSECTION (BLACK)}	51	City Signal Enhancements (Black Powder Coating)	01	2	EACH	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
1150	9029902 {1} {2}	MISC. {ILLUMINATED STREET NAME SIGN}	52	City Signal Enhancements (Illuminated Signs)	02	2	EACH	\$ 5,200.00	\$ 10,400.00	\$ 10,400.00
1160	9029903 {1}	MISC. {CABLE, 14 AWG 3 CONDUCTOR}	52	City Signal Enhancements (Illuminated Signs)	02	680	L.F.	\$ 1.85	\$ 1,258.00	\$ 1,258.00
1170	9019901	MISC. {CONDUIT SYSTEM ON STRUCTURE (PEDESTRIAN LIGHTING)}	53	City Lighting Enhancements (Conduit on Structure)	03	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
1180	7039901	MISC. {TINTED CONCRETE SEALER}	54	City Bridge Enhancements (Form Liner)	04	1	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
1190	7039903 {1}	MISC. {PEDESTRIAN BARRIER (FORM LINER)}	54	City Bridge Enhancements (Form Liner)	04	500	L.F.	\$ 50.00	\$ 25,000.00	\$ 25,000.00
1200	9013003 {1}	CONDUIT, 3 IN. RIGID, IN TRENCH	55	City Lighting Enhancements (Lights/Wiring)	05	287	L.F.	\$ 20.00	\$ 5,740.00	\$ 5,740.00
1210	9013004	CONDUIT, 4 IN. RIGID, IN TRENCH	55	City Lighting Enhancements (Lights/Wiring)	05	261	L.F.	\$ 25.00	\$ 6,525.00	\$ 6,525.00
1220	9016110 {1}	PULL BOX, PREFORMED CLASS 1	55	City Lighting Enhancements (Lights/Wiring)	05	7	EACH	\$ 1,200.00	\$ 8,400.00	\$ 8,400.00
1230	9017008	CABLE, 8 AWG 1 CONDUCTOR	55	City Lighting Enhancements (Lights/Wiring)	05	3170	L.F.	\$ 2.10	\$ 6,657.00	\$ 6,657.00
1240	9017110 {1}	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	55	City Lighting Enhancements (Lights/Wiring)	05	480	L.F.	\$ 1.65	\$ 792.00	\$ 792.00
1250	9017208	WIRE, 8 AWG, BARE NEUTRAL	55	City Lighting Enhancements (Lights/Wiring)	05	1590	L.F.	\$ 1.70	\$ 2,703.00	\$ 2,703.00
1260	9018612	POWER SUPPLY ASSEMBLY, TYPE 2, 240/120 VOLT SERVICE, LIGHTING ONLY	55	City Lighting Enhancements (Lights/Wiring)	05	1	EACH	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00
1270	9019902 {1}	MISC. {LIGHT POLE AND FIXTURE}	55	City Lighting Enhancements (Lights/Wiring)	05	12	EACH	\$ 3,000.00	\$ 36,000.00	\$ 36,000.00
1280	6089905	MISC. {MEDIAN SURFACE (EXPOSED AGGREGATE FINISH)}	56	City Roadway Enhancements	06	1517	S.Y.	\$ 45.00	\$ 68,265.00	\$ 68,265.00
1290	7039904	MISC. {RAISED MEDIAN BARRIER (EXPOSED AGGREGATE FINISH)}	56	City Roadway Enhancements	06	1806	S.F.	\$ 5.00	\$ 9,030.00	\$ 9,030.00
1490	9019902 {2}	MISC. {AMEREN CONNECTION}	100	Non-Contractural Items		1	EACH	\$ 750.00	\$ 750.00	\$ 750.00
										CITY
										\$ 247,520.00

EXHIBIT B

CCO Form: FS11
 Approved: 07/96 (KMH)
 Revised: 03/17 (MWH)
 Modified: 12/18 (MWH)

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STP - 4922(604)
 Award Year: 2019
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the St. Louis Economic Development Partnership (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the Grantee desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the Grantee. The improvement contemplated by this Agreement and designated as Project STP-4922(604) involves:

Revisions to the existing interchange at Lindbergh Boulevard and Olive Boulevard into a folded diamond interchange and construction of sidewalks along the south side of Olive Boulevard between Old Olive Street Road East and Old Olive Street Road West. Modifications to the interchange will include left turn lanes, dual left turn lanes in some areas, and right turn lanes. Two new traffic signals will be constructed at the ramp termini, including pedestrian signal heads and push buttons, marked crosswalks, and ADA accessible curb ramps.

The Grantee shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-4922(604) by the Commission is within the county limits of St. Louis County, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

MO-Route 340 (Olive Boulevard) and US-Route 67 (Lindbergh Boulevard) Interchange between Old Olive Street Road East and Old Olive Street Road West.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the Grantee agrees to repay the Commission for any progress payments made to the Grantee for the project and agrees that the Commission may deduct progress payments made to the Grantee from future payments to the Grantee.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the Grantee shall correspond to its geographical area as encompassed by the urban boundaries of the Grantee as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The Grantee shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The Grantee shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the Grantee in accordance with

the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) GRANTEE TO MAINTAIN: Upon completion of construction of this improvement, the Grantee shall accept maintenance of the improvements made by this project at no cost and expense whatsoever to the Commission. Any roadway infrastructure installed on highways maintained by the Commission including traffic signals, pavements, shoulders, traffic control devices, and sidewalks will be turned over to the Commission upon completion of the project for operational maintenance. Any aesthetic improvements including, but not limited to landscaping, decorative lighting, and trails installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the Grantee for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION :

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The Grantee shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the Grantee will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the Grantee and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the Grantee, and the Grantee may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the Grantee" is to be substituted. The Grantee agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, Grantee shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the Grantee and the written acceptance by the Commission, the Commission shall acquire right of way for the Grantee. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the Grantee clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of Grantee, and the Grantee will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the Grantee. The Grantee shall pay into court all awards and final judgments in favor of any such condemnees. The Grantee shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise

agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the Grantee as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by Grantee. Any costs incurred by Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$4,000,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of Grantee. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the Grantee under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the Grantee to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which Grantee obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the Grantee prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The Grantee shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-4922(604) will involve work on the state's right of way, the Grantee will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the Grantee of any required goals for participation by DBEs to be included in the Grantee's proposal for the work to be performed. The Grantee shall submit for

Commission approval a DBE goal or plan. The Grantee shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The Grantee shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The Grantee may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The Grantee shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the Grantee has not paid the vendor prior to receiving reimbursement, the Grantee must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The Grantee further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the Grantee, through the Commission, any monies due. The Grantee shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the Grantee expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part

200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the Grantee expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the Grantee may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The Grantee shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the Grantee:
7733 Forsyth Boulevard, Suite 2200
St. Louis, MO 63105
Facsimile No.: (314) 615-7666
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No.: (573) 522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the Grantee is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the

Grantee shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the Grantee complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the Grantee becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The Grantee and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the Grantee receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The Grantee shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The Grantee shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this 14th day of December, 2018.

Executed by the Commission this 23 day of January, 2019.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

[Signature]
Title Chief Engineer

St. Louis Economic
Development Partnership

By [Signature]
Title CEO

ATTEST:

[Signature]
Secretary to the Commission

ATTEST:

By [Signature]
Title Assistant to the CEO

Approved as to Form:

[Signature]
Commission Counsel

Approved as to Form:

By [Signature]
Title General Counsel

[If needed to authorize a city official to execute the agreement.]

Resolution
Ordinance No: 18-SLEDP-26

2 J 18

[Faint, illegible handwritten notes]

[Handwritten signature]



Exhibit A - Location of Project

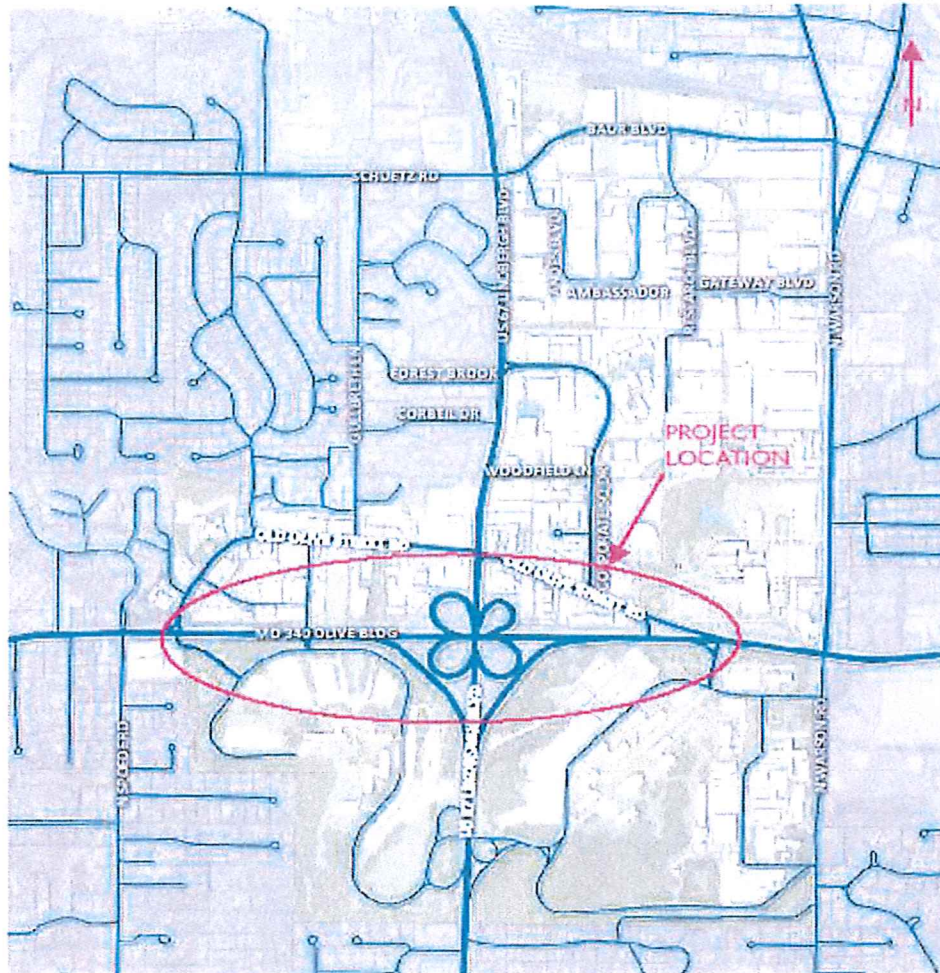


Exhibit B – Project Schedule

Project Description: STP-4922(604)

The proposed improvements include revisions to the existing interchange at Lindbergh Boulevard and Olive Boulevard into a folded diamond interchange and constructs sidewalks along the south side of Olive Boulevard between Old Olive Street Road East and Old Olive Street Road West. Modifications to the interchange will include left turn lanes, dual left turn lanes in some areas, and right turn lanes. Two new traffic signals will be constructed at the ramp termini, including pedestrian signal heads and push buttons, marked crosswalks and ADA accessible curb ramps.

Activity Description	Start Date (MM/YYYY)	Finish Date* (MM/YYYY)	Time Frame (Months)
Receive Notification Letter	10/2018	11/2018	1.0
Execute Agreement (Project sponsor & DOT)	11/2018	12/2018	1.0
Engineering Services Contract Submitted & Approved ¹	11/2018	12/2018	1.0
Obtain Environmental Clearances (106, CE-2, etc.)	12/2018	6/2019	7.0
Public Meeting/Hearing	3/2019	6/2019	3.0
Develop and Submit Preliminary Plans	12/2018	5/2019	5.0
Preliminary Plans Approved	5/2019	7/2020	2.0
Develop and Submit Right-of-Way Plans	12/2018	5/2019	5.0
Review and Approval of Right-of-Way Plans	5/2019	7/2019	2.0
Submit & Receive Approval for Notice to Proceed for Right-of-Way Acquisition (A-Date) ²	7/2019	9/2019	2.0
Right-of-Way Acquisition	9/2019	10/2019	1.0
Utility Coordination	12/2018	10/2019	10.0
Develop and Submit PS&E	7/2019	10/2019	2.0
District Approval of PS&E/Advertise for Bids ³	10/2019	12/2019	2.0
Submit and Receive Bids for Review and Approval	12/2019	2/2020	2.0
Project Implementation/Construction	2/2020	2/2021	12.0

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the

U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review

Indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of

the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at

reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other

federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of

Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S.

Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be

responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any

other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and

protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or

to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to

render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies

available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STL PARTNERSHIP

December 17, 2018

Ms. Karen Yeomans
Missouri Highways and Transportation Commission
1590 Woodlake Drive
Chesterfield, MO 63017

Re: CFDA #20.205

Dear Ms. Yeomans:

Enclosed are two counterparts for the above-referenced agreement signed by Sheila M. Sweeney on behalf of the St. Louis Economic Development Partnership. Upon your approval, please execute both documents returning one to me. For your convenience, a self-addressed envelope is enclosed.

Should you have any questions, please contact Ms. Janet Wilding at 314-615-7669. Thank you for your assistance.

Sincerely,



Olivia K. Powers
Legal Administrative Assistant

Enclosures



Thomas Blair, P.E.
St. Louis District Engineer

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

February 1, 2019

Ms. Olivia K. Powers
St. Louis Economic Development Partnership
7733 Forsyth Boulevard, Suite 2200
St. Louis, MO 63105

RE: St. Louis County Economic Development Partnership
Olive / Lindbergh Interchange
Federal Project Number: STP-4922(604) TIP Number: 6834A-19
Executed Program Agreement

Dear Ms. Powers:

Enclosed is one copy of the fully executed program agreement between the St. Louis County Economic Development Partnership and the Missouri Highway and Transportation Commission for this project.

If you have any questions, please contact me at arlene.dorris@modot.mo.gov or 417-469-6246.

Sincerely,

Arlene Dorris
Senior Planning Technician
MoDOT

Enclosures



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org



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Creating Solutions Across Jurisdictional Boundaries

October 23, 2019

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Transportation

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B-State Development

Aaron Willard
Missouri Office of Administration

Executive Director

James M. Wild

Ms. Janet Wilding
Vice President, Major Projects and 39N
St. Louis Economic Development Partnership
7733 Forsyth Ave
Clayton, MO 63105

Re: Request for Change of Scope
MO 340/US 67
STP-4922(604)--TIP# 6834A-19

Dear Ms. Wilding:

We have received your letter regarding the scope change request for the above project. St. Louis County Economic Development Partnership proposed to include construction of a new shared use path on the north side of the bridge. Although not included in the original application, this improvement is consistent with the goal of the project application to improve bicycle and pedestrian movements at the interchange.

Staff concurs with the requested change of scope for this project.

If you have any questions feel free to contact me at 314-421-4220

Sincerely,

Jason Lange
Transportation Planner

Cc: Bill Gabler, MoDOT

Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

314-421-4220
314-241-1111
Fax 314-231-6120

webmaster@ewgateway.org
www.ewgateway.org



7733 Forsyth Ave., Suite 2200
St. Louis, MO 63105

October 15, 2019

Jason Lange
Transportation Improvement Program Coordinator
East-West Gateway Council of Governments
1 S. Memorial Drive
Suite 1600
St. Louis, MO 63102

RE: STP-4922(604):AR-1741
US 67 (Lindbergh) at MO 340 (Olive)
Sidewalk - Replace Cloverleaf with Folded Diamond
Additional Scope Request

Dear Mr. Lange:

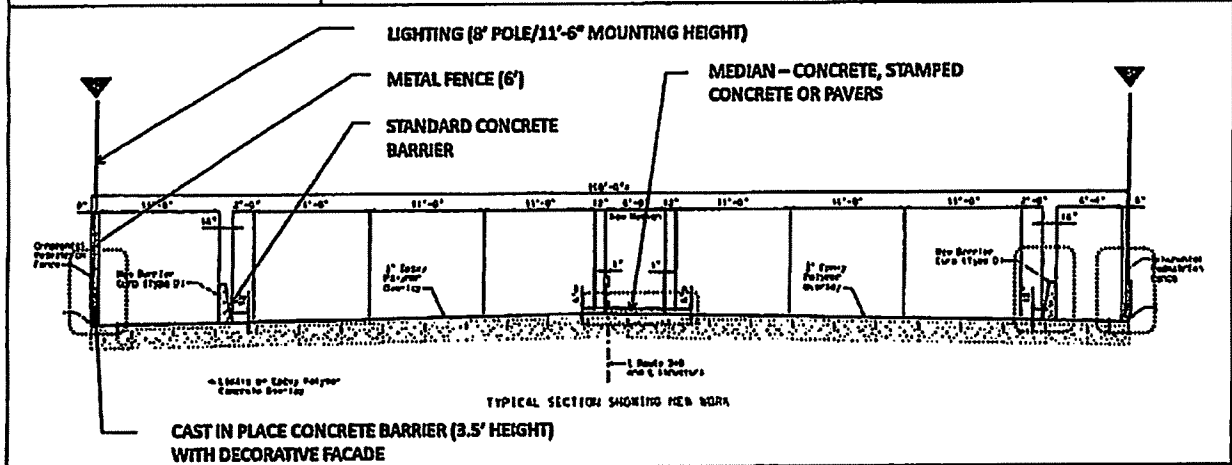
We would like to request your assistance in coordinating permission to construct additional scope within the original budget for the above referenced project. This request is being made as a result of a project cost analysis that determined it may be possible to construct additional improvements above those currently programmed. The additional scope will construct improvements identified by the 39N Master Plan and the Old Olive Complete Street Plan, which have both been adopted by the City of Creve Coeur. Excerpts from these plans are attached and we can provide links to each plan in their entirety if desired.

If approved, the increase in scope will be included in the base bid. No reduction in the original approved scope is being requested.

We have assembled the following summary of scope changes and the accompanying justification. The additional elements requested below are described in the project funding application as 'planned future improvements'.

Additional Scope Item Requested	Justification	Original application reference
Bridge improvements (north side) - Traffic barrier - Pedestrian barrier	All additional bridge improvements are consistent with 39N Master Plan and funding application language. - Traffic barrier provides a physical separation between vehicular and pedestrian traffic. - Reconstructed exterior barrier	<i>BICYCLE AND PEDESTRIAN FACILITIES – PROPOSED BICYCLE FACILITY (other improvements) The bicycle/pedestrian facility included in the Master Plan on the north side of Olive Blvd</i>

	provides proper base for necessary fencing, ITS and lighting conduits. Bridge work to accommodate the north side path will not be required in a future phase if all anticipated improvements to the bridge are completed in the current phase	<i>will be constructed in a future phase of the 39 North AgTech Innovation District Improvements.</i> <i>The facility crossing the bridge over Olive Blvd will be included in the planning of the bridge typical section, however, the area reserved for the bicycle/pedestrian facility will be striped as a wide shoulder.</i>
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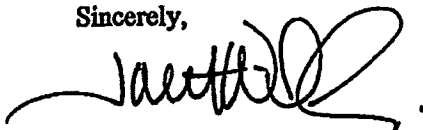
Note that lighting may be added to the contract as a non-participating 'add alternate' item.

Additional Scope Item Requested	Justification	Original application reference
Roadway Improvements (north side) - Multi-Use Trail - Additional pavement - Additional drainage facilities	All additional roadway improvements are consistent with 39N Master Plan and funding application language. - The Multi-use trail provides separation between vehicular and non-vehicular traffic and creates safer facility (existing shoulder) - Additional pavement and drainage improvements provide logical termini at the new signal locations with pedestrian actuation. - Additional pavement and drainage improvements provide curbs and inlets necessary to collect stormwater and convey it across the	BICYCLE AND PEDESTRIAN FACILITIES Olive Blvd <i>currently has wide paved shoulders for a bicycle facility in the project vicinity. Shoulders are approximately 12-feet wide in the project vicinity, however through the interchange at Lindbergh shoulder widths reduce to approximately 4-feet. The interchange presents the typical safety issues that interchanges present for</i>

	proposed pathway.	<i>bikes with long weaving distances at ramps and merging traffic.</i> <i>Olive Blvd is a "Share the Road" facility in project area.</i> <i>Reconstruction of the Interchange will allow for several of these elements of the Master Plan to be implemented:</i> <i>1. Old Olive Street Road can be converted to a local street with reduced traffic and improved connectivity</i> <i>2. Sidewalks can be constructed along the south side of Olive Blvd with the subject project and a future trail to can built on the north side of Olive Blvd, which is an important component of the Master Plan</i> <i>3. Connector Roads can be constructed between Olive Blvd and Old Olive Street Road to allow additional connectivity between the quadrants</i> <i>4. The traffic signals at the ramp termini will allow for safe pedestrian movements along and across Olive Blvd.</i>
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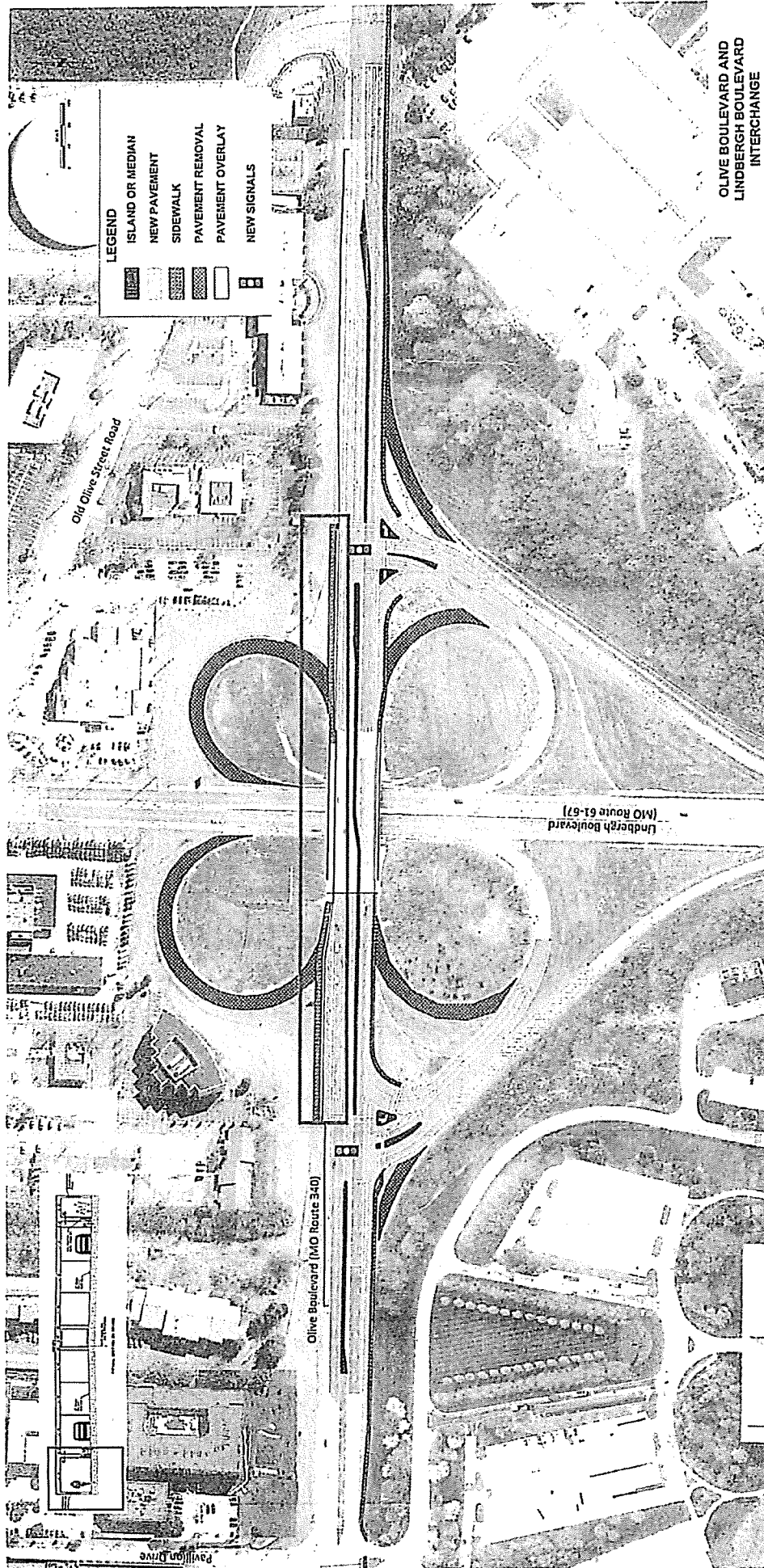
We appreciate your assistance in coordinating the approvals for this scope change

Sincerely,



Janet Wilding
Vice President, Major Projects and 39N

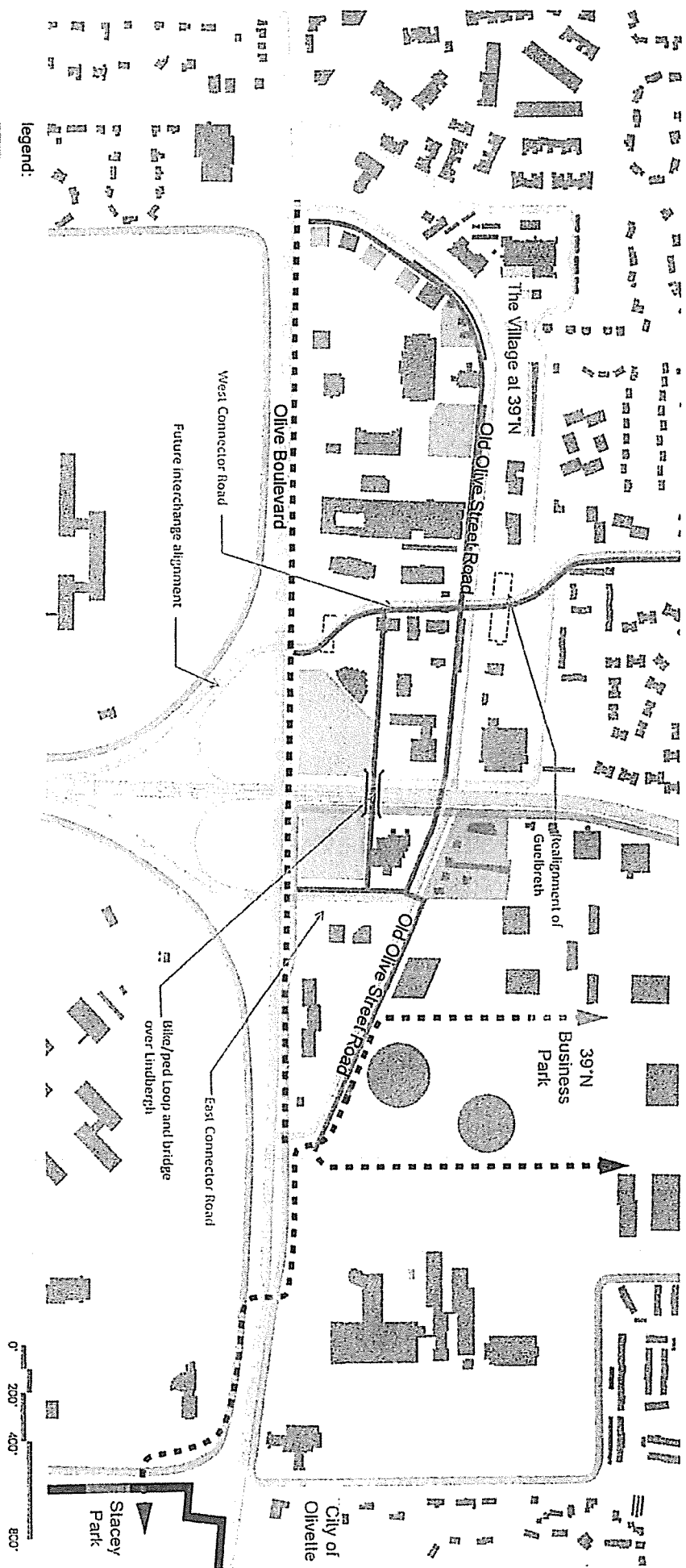
**Planview Limits
of
Additional Scope Items**



Pages from

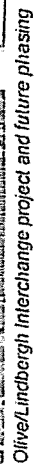
39°N AgTech District
Old Olive Street Road Great Street
Final Report

- legend:
- potential redevelopment site
 - potential multiple use path route
 - potential on-street parking
 - potential greenway routes being studied
 - commercial mixed use
 - office/institutional
 - public park



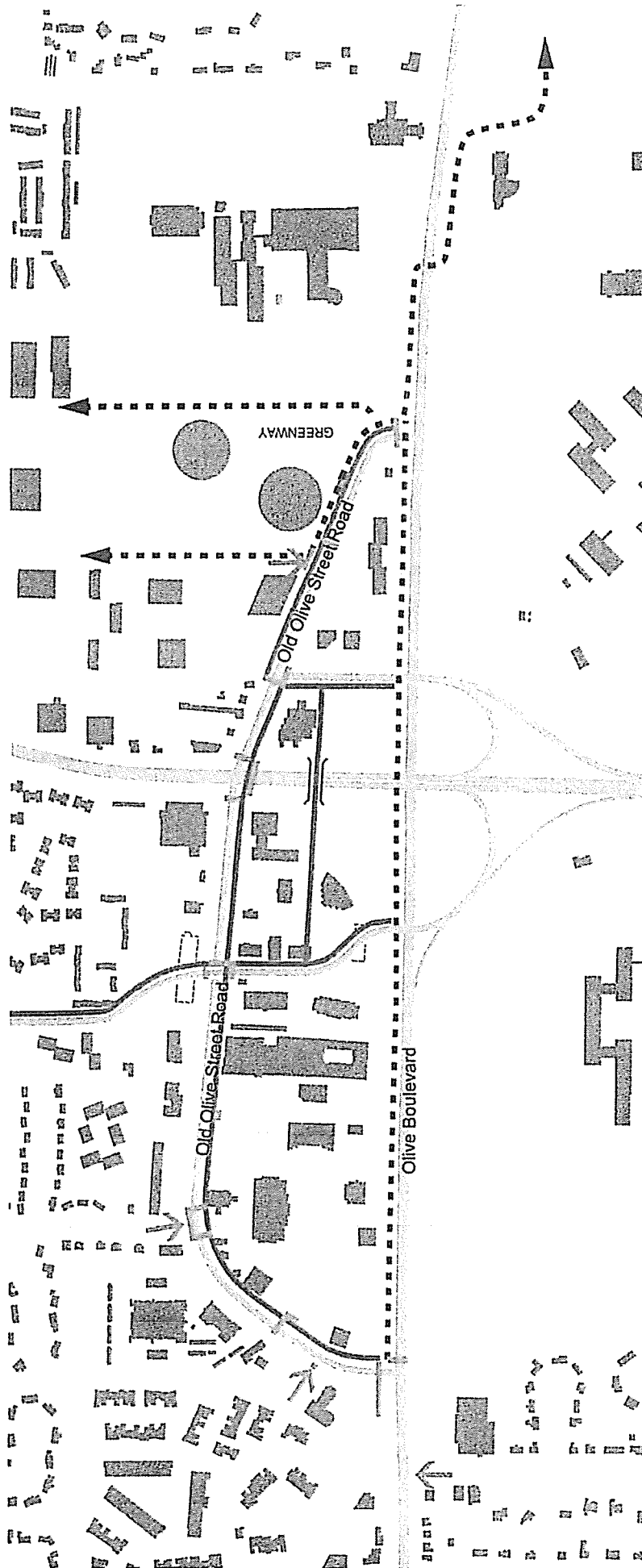
Redevelopment Framework

The framework plan documents opportunities identified in this planning study to promote a coordinated future for the corridor. Redevelopment sites as indicated are areas of infill, site assembly, and land use change. Two key sites at the former northeast and northwest lobes of the cloverleaf interchange will be available for redevelopment with the completion of the interchange realignment in 2020.



The first project to be implemented from the 39°N Master Plan is the reconfiguration of the Olive/Lindbergh interchange. This project involves removing the two north lobes of the existing cloverleaf interchange. The turning movements will be moved to the south side of Olive in a new interchange type called a folded diamond. Two new signalized intersections will be created at each intersection of the on/off ramps and Olive Boulevard. The project will be constructed in 2020 and the scope of the project is indicated by the blue areas.

The other future opportunities include the creation of two development sites north of Olive, the development of the



CCO Form: FS27
 Approved: 05/02 (BDG)
 Revised: 03/17 (MWH)
 Modified:

St. Louis County
 Project: STP-4922(604)

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STP-4922(604)
 Award Year: (2019)
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM
 SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the Grantee of St. Louis Economic Development Partnership (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, on January 23, 2019 the Commission and the Grantee previously entered into a STP-Urban Funds Agreement as to public improvements designated as Project STP-4922(604), for the construction of the Olive Boulevard and Lindbergh Boulevard Interchange, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the Grantee now desires to revise the Original Agreement as provided in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

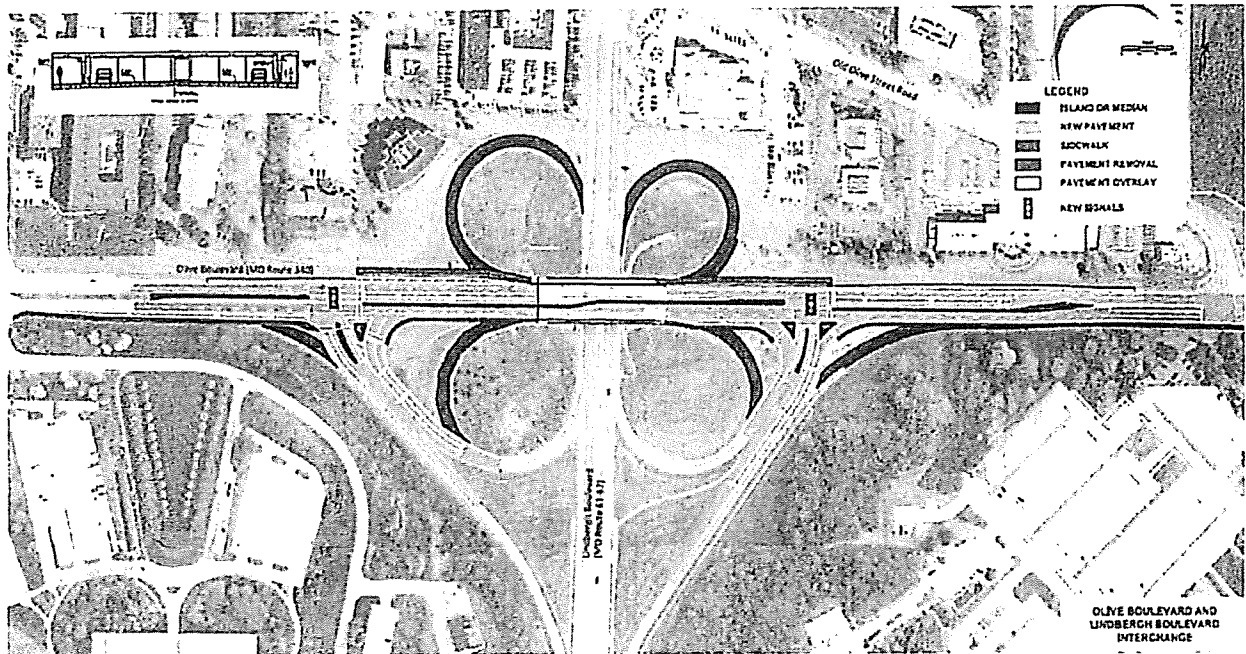
(1) REVISION: Paragraph (1) PURPOSE of the Original Agreement is hereby removed and replaced with the following:

The purpose of this Agreement is to grant the use of STP funds to the Grantee. The improvement contemplated by this Agreement and designated as Project STP-4922(604) involves:

Revisions to the existing interchange at Lindbergh Boulevard and Olive Boulevard into a folded diamond interchange and construction of sidewalks along the south side of Olive Boulevard between Old Olive Street Road East and Old Olive Street Road West. Modifications to the interchange will include left turn lanes, dual left turn lanes in some areas, and right turn lanes. Two new traffic signals will be constructed at the ramp termini, including pedestrian signal heads and push buttons, marked crosswalks, and ADA accessible curb ramps. The project also involves a shared use path on the north side of the bridge.

(2) REVISION: Exhibit A – Location of Project of the Original Agreement is hereby removed and replaced with the following:

Exhibit A – Location of Project



- (3) **REVISION:** Exhibit B – Project Schedule of the Original Agreement is hereby removed and replaced with the following:

Project Description: The federal project number is STP-4922(604).

The proposed improvements include revisions to the existing interchange at Lindbergh Boulevard (U.S. Route 67) and Olive Boulevard (Missouri Route 340) into a folded diamond interchange and constructs sidewalks along the south side of Olive Boulevard between Old Olive Street Road East and Old Olive Street Road West. Modifications to the interchange will include left turn lanes, dual left turn lanes in some areas, and right turn lanes. Two new traffic signals will be constructed at the ramp termini, including pedestrian signal heads and push buttons, marked crosswalks, and ADA accessible curb ramps. The project also involves a shared use path on the north side of the bridge.

Activity Description	Start Date (MM/YYYY)	Finish Date* (MM/YYYY)	Time Frame (Months)
Receive Notification Letter	10/2018	11/2018	1.0
Execute Agreement (Project sponsor & DOT)	11/2018	12/2018	1.0
Engineering Services Contract Submitted & Approved ¹	11/2018	12/2018	1.0
Obtain Environmental Clearances (106, CE-2, etc.)	12/2018	6/2019	7.0
Public Meeting/Hearing	3/2019	6/2019	3.0
Develop and Submit Preliminary Plans	12/2018	5/2019	5.0
Preliminary Plans Approved	5/2019	7/2020	2.0
Develop and Submit Right-of-Way Plans	12/2018	5/2019	5.0
Review and Approval of Right-of-Way Plans	5/2019	7/2019	2.0
Submit & Receive Approval for Notice to Proceed for Right-of-Way Acquisition (A-Date) ²	7/2019	9/2019	2.0
Right-of-Way Acquisition	9/2019	10/2019	1.0
Utility Coordination	12/2018	10/2019	10.0
Develop and Submit PS&E	7/2019	10/2019	2.0
District Approval of PS&E/Advertise for Bids ³	10/2019	12/2019	2.0
Submit and Receive Bids for Review and Approval	12/2019	2/2020	2.0
Project Implementation/Construction	2/2020	2/2021	12.0

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

(4) **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee this 13th day of January, 2020.

Executed by the Commission this 14 day of February, 2020.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION


Title: Assistant Chief Engineer

St. Louis Economic Development
Partnership

By 
Title: President & CEO

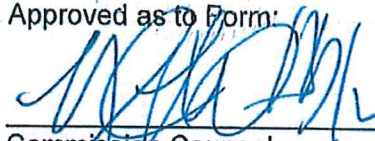
ATTEST:


Secretary to the Commission

ATTEST:

By 
Title: Executive Assistant

Approved as to Form:


Commission Counsel

Approved as to Form:


Title: Associate Counsel

Resolution No.: 20-SLEDP-12



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: March 3, 2020

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation to Pursue Partnership Agreement
Olive-Lindbergh Interchange Project

City staff recommends that the City pursue an agreement with the St. Louis Economic Development Partnership (SLEDP) to include several decorative elements to the SLEDP's 2020 project to reconfigure the interchange of Olive Boulevard at Lindbergh Boulevard. The agreement will govern how the City pays for these decorative elements.

Scope of Enhancements

This agreement involves non-standard and decorative elements ("enhancements") to two new signals and to the Olive bridge over Lindbergh:

Signal Enhancements

- Illuminated street name signs
- Black powder coating for new traffic signals

Bridge Enhancements

- Pedestrian-scale lighting and decorative fence along both sides of the Olive bridge
- Exposed-aggregate centerline median along Olive
- Decorative concrete barriers along the edges of the Olive bridge with textured concrete facing outward toward Lindbergh.

The intent of these enhancements is to provide an attractive point of entry to the City for motorists and to improve the pedestrian experience along Olive.

The estimated cost of these enhancements is \$245,000, as detailed in the attached cost estimate.

Agreement Terms

The proposed agreement with SLEDP is similar to signal enhancement agreements with the Missouri Department of Transportation from 2018. Through this agreement, the City would pay SLEDP the estimated cost for the signal enhancements up front. The City's initial payment to SLEDP would be \$247,250, according to the engineer's estimate for each project.

The City would need to pay any shortfall or be reimbursed any excess funding according to the actual cost of the project. The authorization bill for the agreement allows for an additional payment of \$10,000 should the bid prices exceed the engineer's estimate. Staff would need to seek additional approval from the City Council for a greater amount.

Maintenance Agreements

The City Council has recently passed ordinances that authorize three maintenance agreements with MoDOT for the ongoing upkeep of the enhancements. Specifically, Ordinance 5650 authorized two agreements for the maintenance of the signal enhancements, and Ordinance 5683 authorized an agreement for the maintenance of the bridge enhancements.

Financing

The Capital Improvement Program anticipated only the signal enhancements. A budget adjustment will be necessary to add the bridge enhancements to FY2020. This account will need to be increased from \$70,000 to \$302,250.

Recommendation

Staff recommends that the City enter into an agreement with SLEDP for the signal enhancements and bridge enhancements at the Olive-Lindbergh interchange. This agreement is the apparent final step in a process that began during the spring of 2019 and has involved a design contract, three agreements with MoDOT, and several discussions at City Council and Planning and Zoning Commission meetings.

Attachment: Enhancement Cost Estimate

SortCode	PayItemID	PayItemDescription	Section	CategoryDescription	Alternate	Quantity	UnitEnglishID	BidPrice	BidPriceExtension	City Cost
1140	9029902 {1}	MISC. {TRAFFIC SIGNAL POWDER COATING - INTERSECTION (BLACK)}	51	City Signal Enhancements (Black Powder Coating)	01	2	EACH	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
1150	9029902 {1} {2}	MISC. {ILLUMINATED STREET NAME SIGN}	52	City Signal Enhancements (Illuminated Signs)	02	2	EACH	\$ 5,200.00	\$ 10,400.00	\$ 10,400.00
1160	9029903 {1}	MISC. {CABLE, 14 AWG 3 CONDUCTOR}	52	City Signal Enhancements (Illuminated Signs)	02	680	L.F.	\$ 1.85	\$ 1,258.00	\$ 1,258.00
1170	9019901	MISC. {CONDUIT SYSTEM ON STRUCTURE (PEDESTRIAN LIGHTING)}	53	City Lighting Enhancements (Conduit on Structure)	03	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
1180	7039901	MISC. {TINTED CONCRETE SEALER}	54	City Bridge Enhancements (Form Liner)	04	1	L.S.	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00
1190	7039903 {1}	MISC. {PEDESTRIAN BARRIER (FORM LINER)}	54	City Bridge Enhancements (Form Liner)	04	500	L.F.	\$ 50.00	\$ 25,000.00	\$ 25,000.00
1200	9013003 {1}	CONDUIT, 3 IN. RIGID, IN TRENCH	55	City Lighting Enhancements (Lights/Wiring)	05	287	L.F.	\$ 20.00	\$ 5,740.00	\$ 5,740.00
1210	9013004	CONDUIT, 4 IN. RIGID, IN TRENCH	55	City Lighting Enhancements (Lights/Wiring)	05	261	L.F.	\$ 25.00	\$ 6,525.00	\$ 6,525.00
1220	9016110 {1}	PULL BOX, PREFORMED CLASS 1	55	City Lighting Enhancements (Lights/Wiring)	05	7	EACH	\$ 1,200.00	\$ 8,400.00	\$ 8,400.00
1230	9017008	CABLE, 8 AWG 1 CONDUCTOR	55	City Lighting Enhancements (Lights/Wiring)	05	3170	L.F.	\$ 2.10	\$ 6,657.00	\$ 6,657.00
1240	9017110 {1}	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	55	City Lighting Enhancements (Lights/Wiring)	05	480	L.F.	\$ 1.65	\$ 792.00	\$ 792.00
1250	9017208	WIRE, 8 AWG, BARE NEUTRAL	55	City Lighting Enhancements (Lights/Wiring)	05	1590	L.F.	\$ 1.70	\$ 2,703.00	\$ 2,703.00
1260	9018612	POWER SUPPLY ASSEMBLY, TYPE 2, 240/120 VOLT SERVICE, LIGHTING ONLY	55	City Lighting Enhancements (Lights/Wiring)	05	1	EACH	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00
1270	9019902 {1}	MISC. {LIGHT POLE AND FIXTURE}	55	City Lighting Enhancements (Lights/Wiring)	05	12	EACH	\$ 3,000.00	\$ 36,000.00	\$ 36,000.00
1280	6089905	MISC. {MEDIAN SURFACE (EXPOSED AGGREGATE FINISH)}	56	City Roadway Enhancements	06	1517	S.Y.	\$ 45.00	\$ 68,265.00	\$ 68,265.00
1290	7039904	MISC. {RAISED MEDIAN BARRIER (EXPOSED AGGREGATE FINISH)}	56	City Roadway Enhancements	06	1806	S.F.	\$ 5.00	\$ 9,030.00	\$ 9,030.00
1490	9019902 {2}	MISC. {AMEREN CONNECTION}	100	Non-Contractural Items		1	EACH	\$ 750.00	\$ 750.00	\$ 750.00
										CITY
										\$ 247,520.00



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Public Works Department
Category: Agreement
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

Bill No. 5817 - an Ordinance of the City Council of the City of Creve Coeur, Missouri Authorizing the Execution of a STP-Urban Program Agreement with the Missouri Highways and Transportation Commission to Enable the City to Construct the New Ballas Improvements Phase 1 Project. Final Reading and Passage

The City has been awarded a federal grant to assist with the cost to make pavement, sidewalk, and signal improvements along North New Ballas Road from Olive Boulevard to Craig Road. Public Works staff recommends that the City Council authorize the execution of a program agreement with the Missouri Department of Transportation, as this agreement is necessary to accept the federal grant.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI AUTHORIZING THE EXECUTION OF A STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TO ENABLE THE CITY TO CONSTRUCT THE NEW BALLAS IMPROVEMENTS PHASE 1 PROJECT.

WHEREAS, the City of Creve Coeur strives to maintain its pavement infrastructure for the sake of its residents; and

WHEREAS, the City has been awarded grant funding under the federal Surface Transportation Program (STP) to assist with the cost of concrete pavement, sidewalk, and signal improvements to North New Ballas Road between Olive Boulevard and Craig Road; and

WHEREAS, the attached "Exhibit One" is an agreement between the City and the Missouri Highways and Transportation Commission regarding the responsibilities and requirements of the STP-Urban Grant Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

SECTION 1. The STP-Urban Program Agreement, between the Missouri Highways and Transportation Commission and the City, regarding the construction of pavement, sidewalk, and signal improvements to North New Ballas Road, attached hereto and referred to herein as the "Program Agreement," is hereby approved and the City Administrator is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The Agreement as executed shall be substantially in the form of the Program Agreement, with such changes therein as shall be approved by the officers of the City executing same, consistent with the provisions and intent of this Ordinance. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Ordinance, the matters herein authorized, and the rights and duties of the City under the Program Agreement.

SECTION 2. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 23rd DAY OF March, 2020.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS 23rd DAY OF March, 2020.

BARRY GLANTZ
MAYOR

ATTEST:

Ordinance

Meeting of March 23, 2020

DEBORAH RYAN, MPCC
CITY CLERK

CCO Form: FS11
 Approved: 07/96 (KMH)
 Revised: 03/17 (MWH)
 Modified:

EXHIBIT ONE

CFDA Number: CFDA #20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: STP-5561(611)
 Award Year: 2022
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Creve Coeur, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5561(611) involves:

Pavement, sidewalk improvements, new pedestrian push buttons, new signal and new ADA accessible bus stop accommodations on New Ballas Road from Olive Boulevard to Craig Road.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5561(611) by the Commission is within the city limits of Creve Coeur, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

New Ballas Road from Olive Boulevard to Craig Road

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of

the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$960,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total

federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5561(611) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
300 North New Ballas Road
Creve Coeur, MO 63141
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No.: 573-522-6475

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with

the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States

Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CREVE COEUR

Title _____

By _____
Title _____

ATTEST:

Secretary to the Commission

ATTEST:

By _____
Title _____

Approved as to Form:

Commission Counsel

Approved as to Form:

By _____
Title _____

Ordinance No:_____

Exhibit A - Location of Project

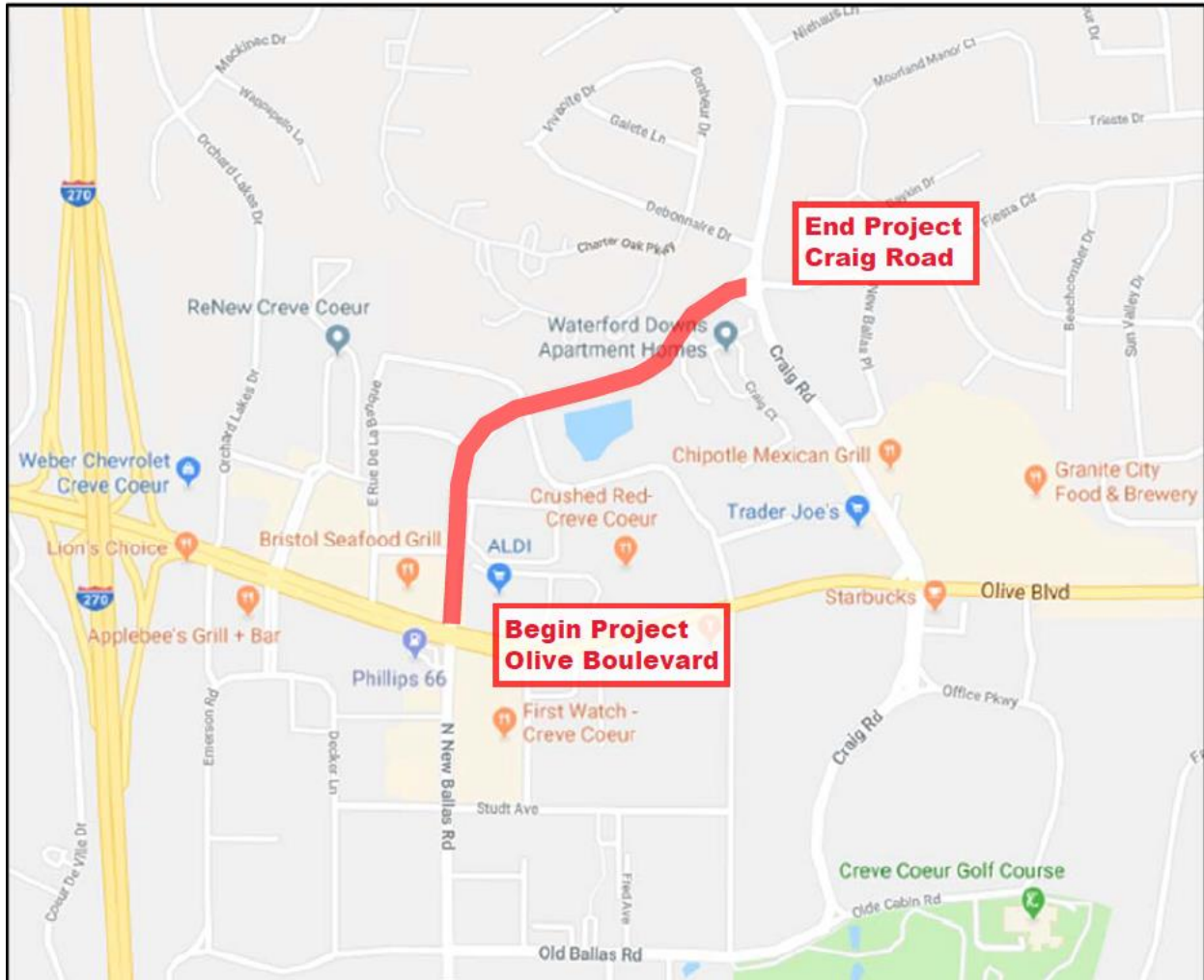


Exhibit B – Project Schedule

Project Description: STP-5561(611)

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2019	10/2019	1
Execute agreement (project sponsor and DOT)	12/2019	03/2020	4
Engineering services contract submitted and approved*	N/A	N/A	N/A
Obtain environmental clearances (106, CE2, T&E, etc.)	11/2020	03/2021	5
Public meeting/hearing	11/2021	11/2021	1
Develop and submit preliminary plans	07/2020	01/2021	7
Preliminary plans approved	01/2021	02/2021	2
Develop and submit right-of-way plans	03/2021	06/2021	3
Review and approval of right-of-way plans	07/2021	10/2021	4
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	10/2021	11/2021	1
Right-of-way acquisition	12/2021	05/2022	6
Utility coordination	09/2020	09/2022	24
Develop and submit PS&E	02/2022	07/2022	6
District approval of PS&E/advertise for bids*	07/2022	09/2022	3
Submit and receive bids for review and approval	12/2022	02/2023	3
Project implementation/construction	03/2023	07/2023	5
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: March 2, 2020

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation to Execute Program Agreement
New Ballas Road Improvements Phase 1 Project STP-5561(611)

City staff recommends that the City execute an STP-Urban Program Agreement with the Missouri Highways and Transportation Commission (MoDOT) in order to accept federal grant funding assistance for concrete pavement, sidewalk, and signal improvements to North New Ballas Road.

Project Summary

Four phases of improvements are envisioned for New Ballas Road. The first phase involves the North New Ballas extension, from Olive Boulevard to Craig Road. Future phases are planned for New Ballas Road south of Olive, and are divided into what are estimated to be approximately \$1.5 million segments.

The New Ballas Road Improvements Phase 1 Project will involve the replacement of approximately 25% of the concrete pavement slabs, diamond grinding of the pavement surface to improve smoothness, accessibility upgrades for sidewalks and crosswalks, and signal improvements at City Place Drive and at American Legion Drive. Easements and right of way are expected to be necessary along the project limits.

Project Schedule

Projects that follow the process laid out by MoDOT for grant-funded projects generally have three phases: design, right-of-way acquisition, and construction.

- Design (FY2021-FY2023). The design for this project is scheduled to begin during the summer of 2020 and is expected to last through the summer of 2022. This phase of the project will be fully funded by the City.
- Right-of-Way Acquisition (FY2022). Easements and right of way appear to be necessary from several of the City Place properties. This phase is planned for fall 2021 through spring 2022. The federal grant will reimburse the City up to 80% of the costs associated with easement and right of way acquisition.
- Construction (FY2023). Construction of this project is scheduled for the spring and summer of 2023. The federal grant will reimburse the City up to 80% of the cost to construct the project.

The anticipated schedule for the project is listed in detail in Exhibit B (page 12) of the Program Agreement.

Project Cost and Grant Reimbursement

The program agreement establishes the amount of reimbursement for the project at 80% of right of way/easement acquisition and construction costs, up to an amount of \$960,000.00. The total cost of the project is expected to be \$1.35 million, making the City's share \$390,000, or approximately 29% of the total cost.

The estimated cost of each phase of the project and the amount of grant funding awarded for that phase are outlined below:

Project Stage	Fiscal Year	Total Cost	Grant Funding	City Funding
Design	FY2021-FY2023	\$ 150,000	\$ 0	\$ 150,000
Right of Way	FY2022	\$ 180,000	\$ 144,000	\$ 36,000
Construction	FY2023	\$ 1,020,000	\$ 816,000	\$ 204,000
	Total	\$ 1,350,000	\$ 960,000	\$ 390,000

Recommendation

The City has benefitted from federal grants to improve most of its major roads in the recent past. Staff finds this grant program to be a good opportunity for the City, and recommends that the City enter into the program agreement with MoDOT in order to take advantage of this program for the benefit of North New Ballas Road.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Whitney Kelly
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

Bill No. 5818 - an Ordinance Amending Ordinance Number 5573 Approving an Amended Site Concept Plan for Mercy Hospital Campus and Approving the Site Development Plan for a 17,230 Square Foot Addition to the Pratt Cancer Center on the Mercy Healthcare Campus. First Reading

George Stock, Stock and Associates Consulting Engineers, Inc, behalf of Mercy Health East Communities at 615 S. New Ballas Road, has submitted a request for an amendment to the site concept plan for the Mercy Campus and site development plan for a 17,230 square foot addition to the Pratt Cancer Center. Site concept and site development plan approval by the Planning and Zoning Commission and the City Council is required for the total area comprised by the PH-Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the PH Planned Hospital District, as provided for in Section 405.1080. The current proposal includes a shared parking agreement with the Temple Emanuel, zoned A Single Family Residential. The Planning and Zoning Commission recommended approval at its meeting on March 16, 2020.

Ordinance

Meeting of March 23, 2020

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5573 APPROVING AN
AMENDED SITE CONCEPT PLAN FOR MERCY HOSPITAL CAMPUS AND
APPROVING THE SITE DEVELOPMENT PLAN FOR A 17,230 SQUARE
FOOT ADDITION TO THE PRATT CANCER CENTER ON THE MERCY
HEALTHCARE CAMPUS**

WHEREAS, Section 405.310 (D) of the Municipal Code states that any site concept plans and development and/or redevelopment plans for properties within “PH” Planned Hospital district require Planning and Zoning Commission and City Council review and approval; and

Whereas, City Council approved the site concept plan for Mercy Hospital campus and the site development plans for a new 260,100 square foot outpatient center, Mercy Ballas, located on the south campus at 12130 Conway Road and 2011 Ballas Road, on February 26, 2018, in Ordinance Number 5573; and

WHEREAS, an application was made by George Stock, Stock & Associates, on behalf of Mercy Health East Communities at 615 S. New Ballas Road, for approval of an amendment to the site concept plan for the Mercy Campus and site development plan for a 17,230 square foot addition to the Pratt Cancer Center; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 6-0 vote, recommended approval of the amended site concept plan and site development plan, subject to conditions, at its meeting on Monday, March 16, 2020; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council being fully informed finds that approving the amended site concept plan and site development plan for the property would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: Ordinance 5573 is hereby amended to approve the amended Site Concept Plan subject to the following conditions:

1. The Site Concept Plan shall be amended to include the proposed additions as presented in the revised drawings received March 4, 2020, and as amended below.
2. Cardinal Ritter Drive access shall be terminated with bollards removed, landscaping added, and curbing and sidewalks extended, all subject to approval of the Zoning Administrator. Additional screening along Conway Road frontage for Zoning Administrator approval to be provided for the portion of Cardinal Ritter Drive which will remain until completion of Mercy Ballas at which time the full extent of the roadway shall be removed.
3. Shared parking with Temple Emmanuel is approved on a temporary basis until the Mercy Ballas and parking structure are completed, and once completed, any gravel parking areas will need to be restored and landscaped to a green lawn, and/or

BILL NO. 5818

ORDINANCE NO. _____

landscaped and developed as a parking lot meeting the requirements of the Zoning Ordinance.

4. All other conditions of Ordinance 5573 shall remain in effect.

Section 2: The Site Development Plan for the Pratt Cancer Center Proton Therapy Addition is hereby approved subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations as received on March 4, 2020, as bound together and submitted in conjunction with Application #20-005 by Stock and Associates, and as amended below.
2. The Applicant is required to submit Site Improvement Plans, showing all exterior site improvements, for all new construction to the City for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," and the "Landscape Plan" received on March 4, 2020, as bound together and submitted in conjunction with Application #20-005 by Stock and Associates, and as amended below.
3. Video detection cameras on the traffic signal located at the northern entrance on Ballas and any necessary controller cabinet modifications shall be provided to allow the signal timing. Illuminated street name sign for Muckerman entrance and illuminated hospital H with arrows on the mast arms shall be installed. The placement and coordination of the installation of these items may be coordinated with the construction of the Outpatient Center on the South Campus and in conjunction with the other traffic improvements that will be undertaken pursuant to Ordinance 5573, under the direction of the City's Public Work's Director, and prior to the final occupancy of the outpatient center, Mercy Ballas.
4. All internal sidewalks shall have a minimum width of 6 feet, or 8 feet if used as a curb, in compliance with Section 405.730
5. All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt manner.
6. An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
7. All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.
8. Any additional ground mounted mechanical equipment installed for the site shall be properly screened with approved materials.
9. All new signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the amended Master Sign Plan discussed above to be submitted for review by the Planning and Zoning Commission and approved by City Council prior to any sign permits being issued.
10. A site development plan granted by the City Council shall be valid only for a period of one year from the date it grants approval thereof, unless within such period: (1) a building permit is obtained and construction is begun and pursued to completion; or

BILL NO. 5818

ORDINANCE NO. _____

(2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the permit is scheduled to expire.

Section 3: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS _____ DAY OF _____, 2020.

ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

A map showing the proposed expansion of the Pratt Cancer Center. The map includes a red hatched area representing the expansion, with a callout box pointing to it that reads: "PROPOSED PRATT CANCER CENTER EXPANSION - PROTON THERAPY AND PARKING MODIFICATIONS". The map also shows the existing "CANCER CENTER" and "PROTON THERAPY" facility.



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PROPOSAL

SITE CONCEPT PLAN

The Site Concept Plan was reviewed in 2018 to include the Outpatient Center and the revisions to the access on the Town and Country side from S. New Ballas Road, and the relocation of the Ameren Substation. At that time, the Future North Patient Pavilion and West Patient Pavilion are shown, along with the East Parking Garage Expansion along S. New Ballas Road are included, but there are no plans to pursue those for the foreseeable future. The prior Site Concept Plan also indicated the Behavioral Health Center was to be removed. However, there are no current plans to remove this building within the next 8 years, for which the Site Concept Plan is reviewed. At that time a condition of the approval of the Site Concept Plan and the Site Development Plan required that the access drive in front of the Ronald McDonald House to Conway Road shall be removed, and the median extended, with improved wayfinding signage and pavement marking for eastbound traffic on Conway Road.



Figure 1: The 2018 Site Concept Plan for the Mercy Campus including the South campus areas, along with the Close-up of the area indicated in the prior plan of the pavement and building that had been designated for removal, and proposed future buildings in green.

[illegible]

Packet Pg. 142

The Ordinance authorizing the Site Concept Plan and Site Development Plan in 2019 required that the access drive in front of the Ronald McDonald House to Conway Road shall be removed. This area was to be landscaped and new curb restored at the entrance. The proposed site concept plan is showing that the access drive will be blocked but largely kept as is. Staff has included a condition of approval that the concrete drive shall be removed and the area restored to a green lawn to the entrances of the Ronald McDonald House, as shown with a red X in the image above. The proposal also includes the leasing of 110 parking spaces with Temple Emmanuel, discussed further below under the Parking Section.

SITE DEVELOPMENT PLAN PROPOSAL

Site Development Plan approval is also being sought for a 17,230 square foot building addition to the Pratt Cancer Center at the northwest corner of the campus, and modification to the existing parking lot (shown in red above). The materials include brick to match the existing building, precast stone, and introduces EIFS on the building not found elsewhere to imitate the existing cast stone band on the building, and the southeast corner of the building.

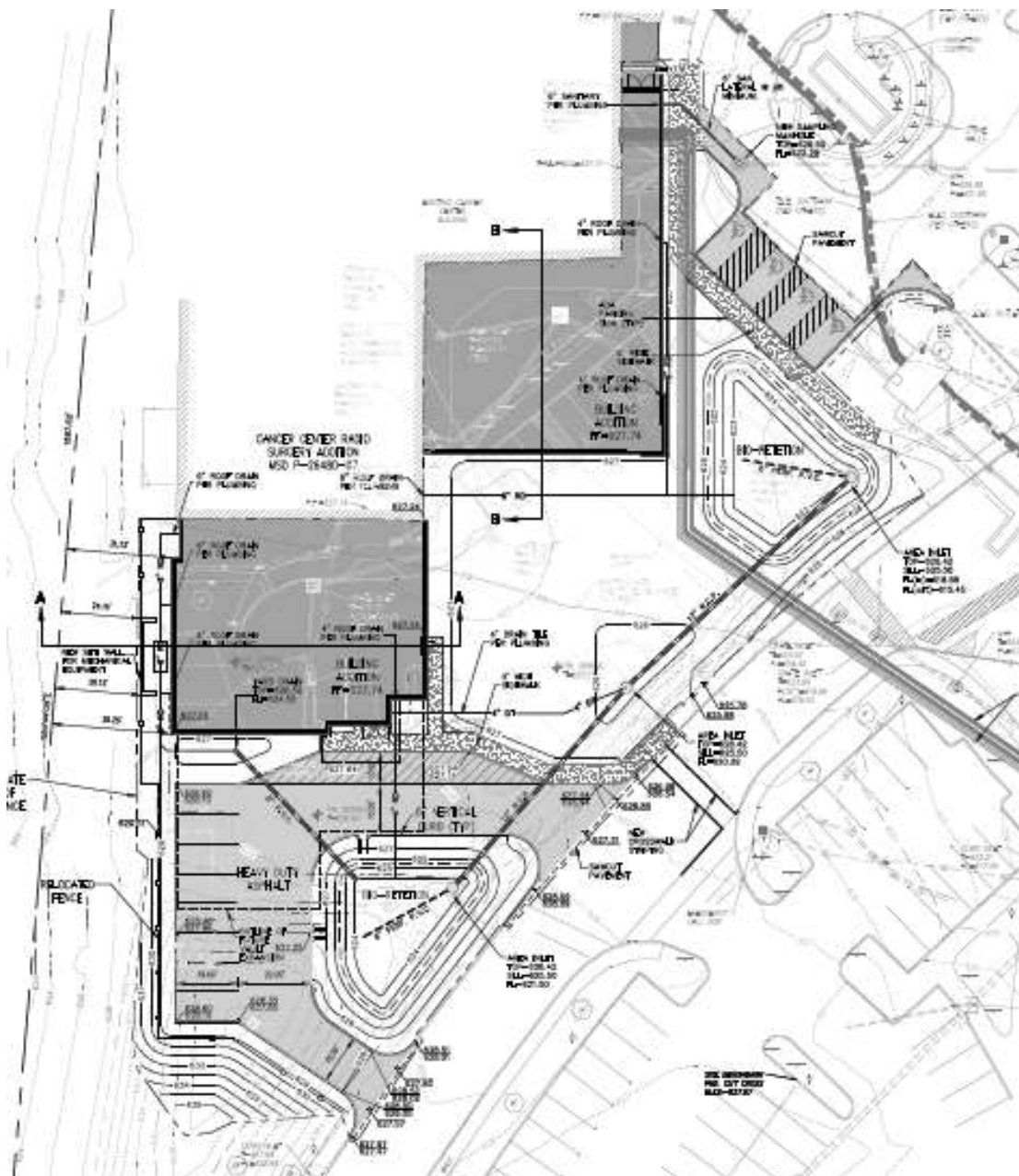


Figure 3: Close-up of the Site Development Plan for the Pratt Cancer Center Addition.



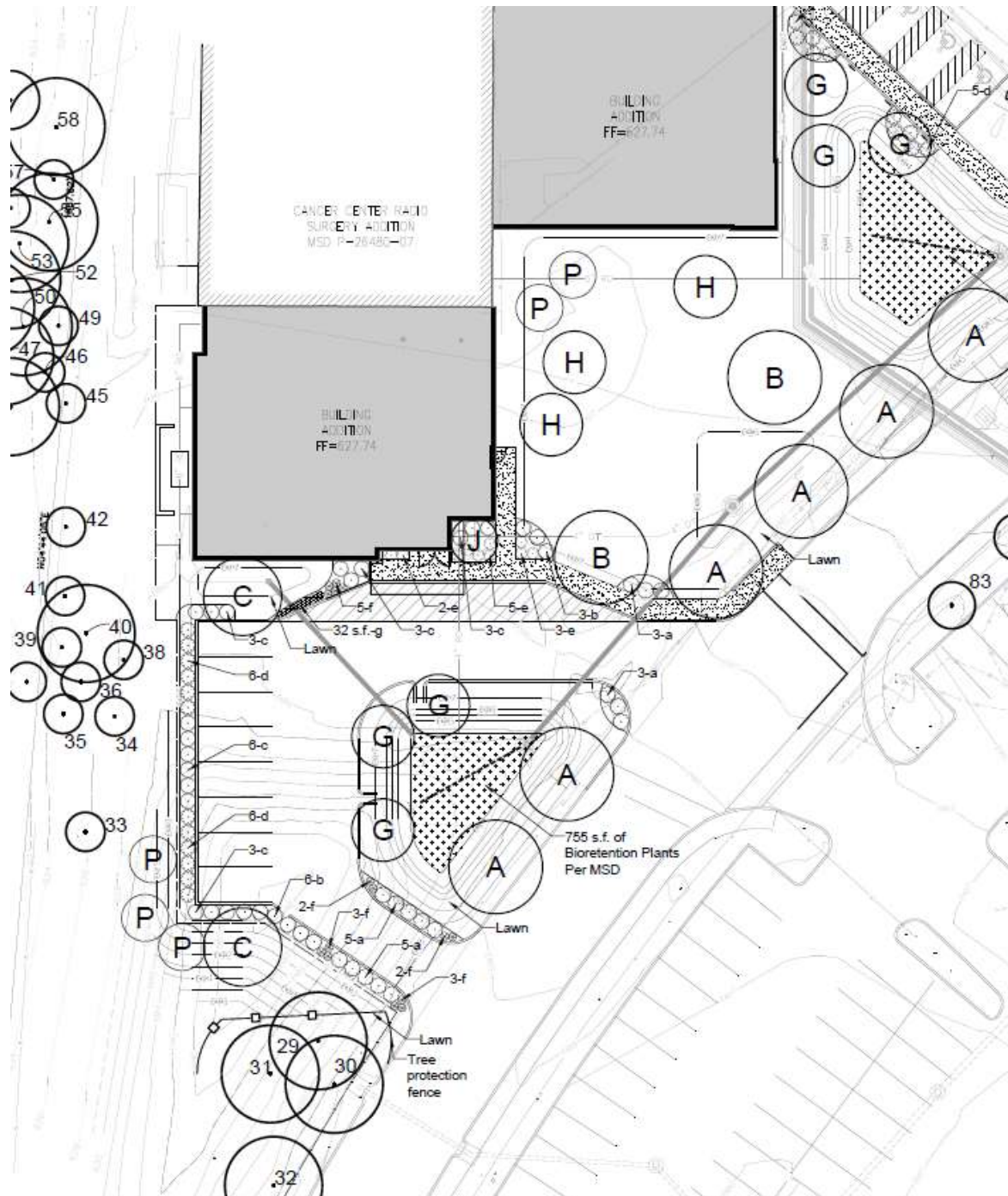


Figure 7: Close-up of the Landscape Plan

LAND USE AND ZONING OF SURROUNDING PROPERTIES

The adjacent zoning and land uses are as follows:

Direction	Use	Zoning District	Separated by
North	Single-family residences	A Single-family Residential	N/A
South	Future Mercy South Campus Expansion	City of Town and Country	I-270/I-64
East	Single-family residences	Westwood Village residential	S. New Ballas Road
West	Temple Emanuel	A-Single Family Residential	NA

COMPREHENSIVE PLAN REVIEW

The Mercy Hospital is included in the Campus (CP) Place Type district that is intended for the development of large, multi-building office structures, institutional facilities, research buildings, educational, and healthcare facilities, deeply set back from site edges and surrounded by beautiful landscaped buffers. Campuses, by definition, consist of multiple primary buildings on a single site. Recommendations include Establish Primary Street and Secondary Street setbacks that are compatible with neighboring residential and commercial place type districts; setbacks should be developed separately for each civic and institutional place type, to reflect each place type's articulated vision.

The Site Concept Plan is largely the same as that of the prior approved plan with the exception of maintaining the Behavioral Health Center and the surface parking lot that is between the existing structured garage and the Ronald McDonald House, and includes the new addition of the Pratt Cancer Center, at the northeast corner. The detention basin is also now being included just south of the parking garage, and north of the Behavioral Health Center, for future modifications. As discussed above, the prior condition of approval included a condition that the access drive in front of the Ronald McDonald House to Conway Road shall be removed. This area was to be landscaped and new curb restored at the entrance. The proposed site concept plan is showing that the access drive will be blocked but largely kept as is. Therefore, Staff has included a condition of approval that the concrete drive shall be removed and the area restored to a green lawn to the entrance of the Ronald McDonald House, as shown with a red X in the image below to be consistent with the prior approval, and to meet with recommendation for developments to be surrounded by beautiful landscape buffers.



Figure 8: Close-up of the Site Concept from 2019 and the proposed amended Site Concept Plan.

The Pratt Cancer Center addition is largely in line with the existing building along I-270, and additional landscaping is provided to provide for screening of the new parking lot area to meet with the Comprehensive Plan recommendations for a landscape buffer surrounding the campus.

DESIGN GUIDELINES ANALYSIS

Structures:

The City's Design Guidelines encourage interesting, articulated and high quality structures, that are designed with an architectural and urban scale compatible with the neighboring developments, primary building entrances should be clearly defined and provide a sense of entry, oriented to the street and provide protection from the elements, such as recesses, roof overhangs, projecting canopies and other similar features. Further, materials are to be of good architectural character, where natural, traditional building materials are encouraged, and architectural consistency of colors, materials and detailing are to be provided between all building elevations. False or decorative façade treatment, where one or more unrelated materials are placed upon the building should be avoided, and where there is more than one building on the site, coordination in the design of the structures should be provided. Material or color changes should occur at a change of plane and changes at the outside corners of structures that give the impression of "thinness" and artificiality of the material are discouraged. Inconsistent adornment and frequent changes in material should be avoided.

The proposal will utilize the same brick color and detail of the existing building, but does introduce new Exterior Insulating Finishing Systems (EIFS) on the building where there currently is not any. The EIFS is intended to match the existing precast concrete masonry on the existing building, and is located at the southwest corner of the building. The existing building also has a brick banding relief detail at the base of the structure that is not showing up on the drawings for the addition. Therefore, Staff recommends that the Applicant utilize the precast stone building element, instead of the proposed EIFS that it is to mimic the design, and to provide the brick detail around the base of the building to match the existing, to further the proposal towards the recommendations of the Design Guidelines.



Figure 9: Close-up of the existing building with the brick relief banding along the base.

The Design Guidelines also recommend that building elements, such as parapet walls, penthouses or screen walls should be treated as an integral part of the architecture, incorporating similar design, detail and materials as the primary structure. All rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, elevator equipment, cooling towers and exhaust fans are to be screened from view. Building screens should be part of the architectural design with similar detailing and materials and not appear as add-ons. (p.8). The east elevation is showing a large metal screen with steel tube supports that will be particularly visible along the east elevation. The screen sits up higher with the bottom of the equipment shown. While visiting the site, the existing mechanical screening is more limited in view and with the parapet high enough to screen the bottom portion. The screening is also a flat material that matches the metal on the building adjacent to the windows. Therefore, Staff has included a recommendation that the screening should be lowered to fully screen the equipment and not appear as just stuck on the drawing, and to raise the parapet to limit the visibility of the screening, and screen the bottom opening, the color and style should match the existing screening on the building.



Figure 10: Close-up of the East Elevation of the mechanical screening.



Figure 11: Photo of the existing south portion of the building showing the existing mechanical screening on the roof.

The Design Guidelines also provide recommendations on landscaping and screening of parking lots that include high quality landscaping that accentuates the building and site, softens the effects of parking areas, and a consistency of landscape design throughout a development. Setbacks should be landscaped in order to act as a buffer between buildings, between the building and the street, and to create a more pleasing view to and front the building. The building addition and the parking lot modification will require cutting into the existing large berm to the south, and remove the existing invasive plants that along the front of the building. Additional plantings, including additional trees along I-270, and a variety of shrubs along the parking lot for headlight screening, that include boxwood and Wine and Roses Weigela. Interior plantings have been added, along with the Bioretention plants per MSD requirements, are provided that meet with the City's design recommendations.

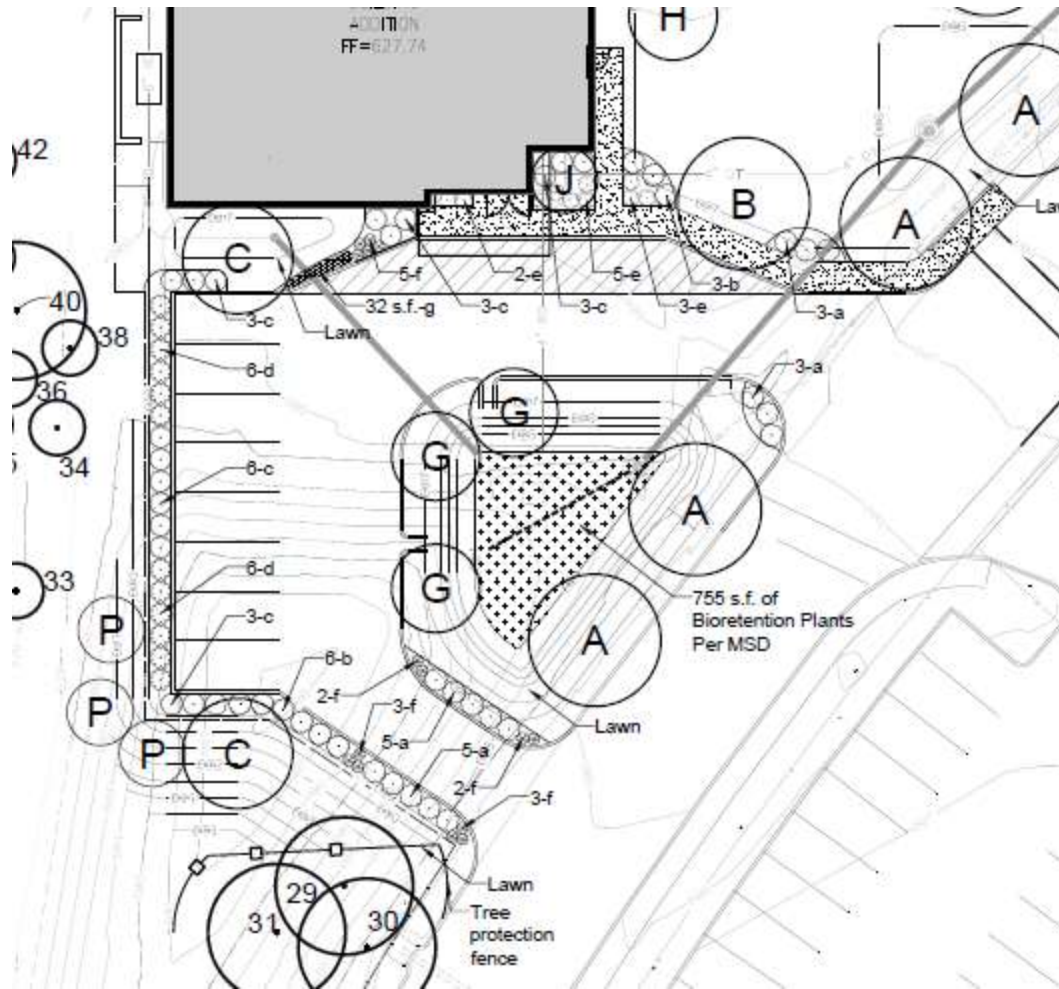


Figure 12: Close-up of the Landscape Plan for the new parking area.

Additionally, the ground mounted mechanical screen wall on the west side of the building is designed to match the existing building in a similar manner as that is existing further north on the building.

With a few exceptions, the proposal is in keeping with the recommendations of the Comprehensive Plan and the Design Guidelines. As discussed above, Staff has included conditions to address these concerns that are: the EIFS element that is to be replaced to match the existing the precast stone elements; that the brick detail on the base of the building should be carried around to the new addition; and that roof parapet should be increased, and the mechanical screening lowered to fully screen the equipment and limit the visibility of the screening, and the design of the screening should match the existing screening to be more flat to better blend with the existing building.

ZONING REVIEW

SITE CONCEPT PLAN/SITE DEVELOPMENT PLAN

A site concept plan is intended to provide a basis for reviewing future site development plans which will include items such as landscaping, tree preservation, site grading, and stormwater management. Individual site development plans are intended to provide more detailed information including architectural elevations, landscape plans, and specific information on the building's use, bulk, and placement.

As discussed earlier, Section 405.310(D) of the Zoning Code states that site concept and site development plan approval by the Planning and Zoning Commission and the City Council shall be required for the total area comprised by the PH-Planned Hospital District for all proposed developments or revisions to existing site concept or site development plans within the PH District.

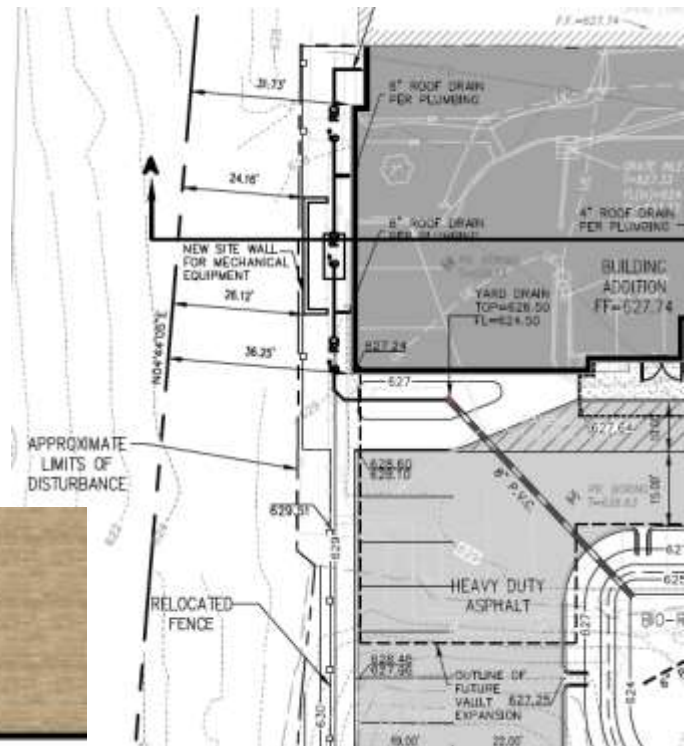
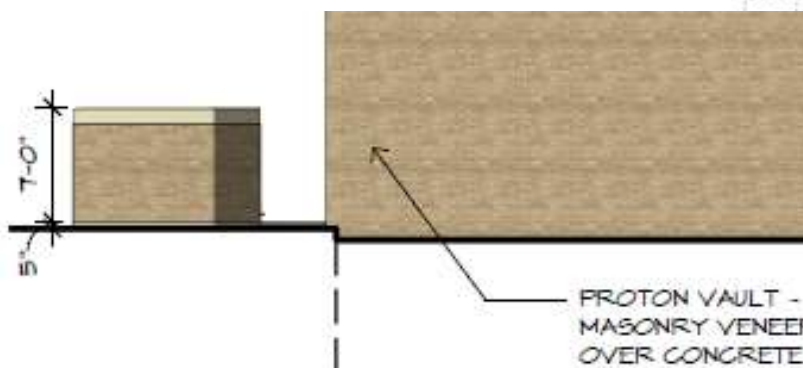
Section 405.310(E)(2)(a)(2) of the Planned Hospital District, states: Sites Fifty-Five and One-Hundredth (55.01) Acres or More. On sites in excess of fifty-five (55) acres, no building or structure shall exceed seven (7) stories nor exceed one hundred five (105) feet. However, no building or structure located within four hundred (400) feet of residentially zoned property shall exceed three (3) stories or forty-five (45) feet in height, except that this additional limitation shall not apply if the adjacent property is devoted to an institutional use. The text amendment in 2017 removed the requirement of the buffer yard when adjacent to a residentially zoned institution, to allow for the six story building to be pushed to the southwest corner of the site to comply with the 400 foot buffer requirement from the residential homes to the east, and thereby relocating the garage in front of the building.

Maximum site coverage for the PH District is 63% and the proposed new outpatient building will increase the total site coverage of the entire campus of 57.73% for the entire Mercy Campus. The prior conditions of approval for the site development plan will remain in effect for the south campus outpatient center. However, Staff has included a condition associated with this amendment that the access drive shall be removed and area restored as discussed above.

The PH-District has a minimum front yard of 10 feet from the right-of-way, in the event that parking is to be located in front of a building, then the front yard setback a minimum of 50 feet from the right-of-way, per Section 405.310(E)(3)(a). The building addition along I-270 is at 31.73", with the existing wrought iron style fence and mechanical screen wall in front of the building at approximately 24 feet, shown and discussed further below.

Fences and Walls

Section 405.640 Fences and Walls required that any fence or wall within a front yard setback, or over 6 feet in height shall be approved by the Planning and Zoning Commission. The existing wrought iron style fence will be relocated to around the building addition along I-270 and to the new parking lot area. Additionally, the wall to screen the ground mounted mechanical equipment is designed to be 7 feet in height, faced with the brick with a precast stone cap to match the building, in compliance with the Design Guidelines as discussed above. Given the design, location in this setting, and the landscaping provided, Staff does not have a concern with the proposed location of the screen wall at 7 feet in height.



Landscaping

As discussed above, the new addition will require the removal of the existing invasive plant, burning bush, in front of the building, and the reworking of the parking lot, and cutting into the existing landscaped berm that currently screens the area from views along I-270. However, additional trees that include canopy-shade tree, understory-ornamental trees, and evergreen trees (with a minimum caliper of 3") and shrubs have been provided to provide headlight screening as required in Section 405.540(F) Landscaping, and with Section 405.810(A)(5) Screening and landscaping of the Off-Street Parking and Loading Regulations.

Sidewalks

Section 405.730 Sidewalks requires that all sidewalks shall be safe, clearly defined and direct, buffered from the street vehicular traffic and parking areas by a minimum of 3 foot greenspace or landscape area, provide safe clearly defined and direct access between buildings from the principal building's entrance to the public side walk, and all internal sidewalks in non-residential developments shall be at least 6 feet in width or 8 feet if used as a curb stop, and the use of textured or tinted materials for pedestrian crossings shall be utilized where pedestrian circulation paths cross a vehicular route. All of the new sidewalks are showing a width of 6 feet. However, at the new ADA parking spaces, it is showing that the sidewalk is also a curb stop. Therefore, Staff has included a condition that a wheel stop be provided or that the sidewalk should be expanded to 8 feet if it is to be a used as curb stop.

Lighting

The Applicant's photometric plan indicate that the light fixtures are existing and being relocated to coordinate with the new parking lot site configuration, and have LED standards. The Plan also shows some low-level sidewalk lighting; however, detail cutsheet of the light fixture was not provided. They are also existing and are being relocated for the new site configuration.

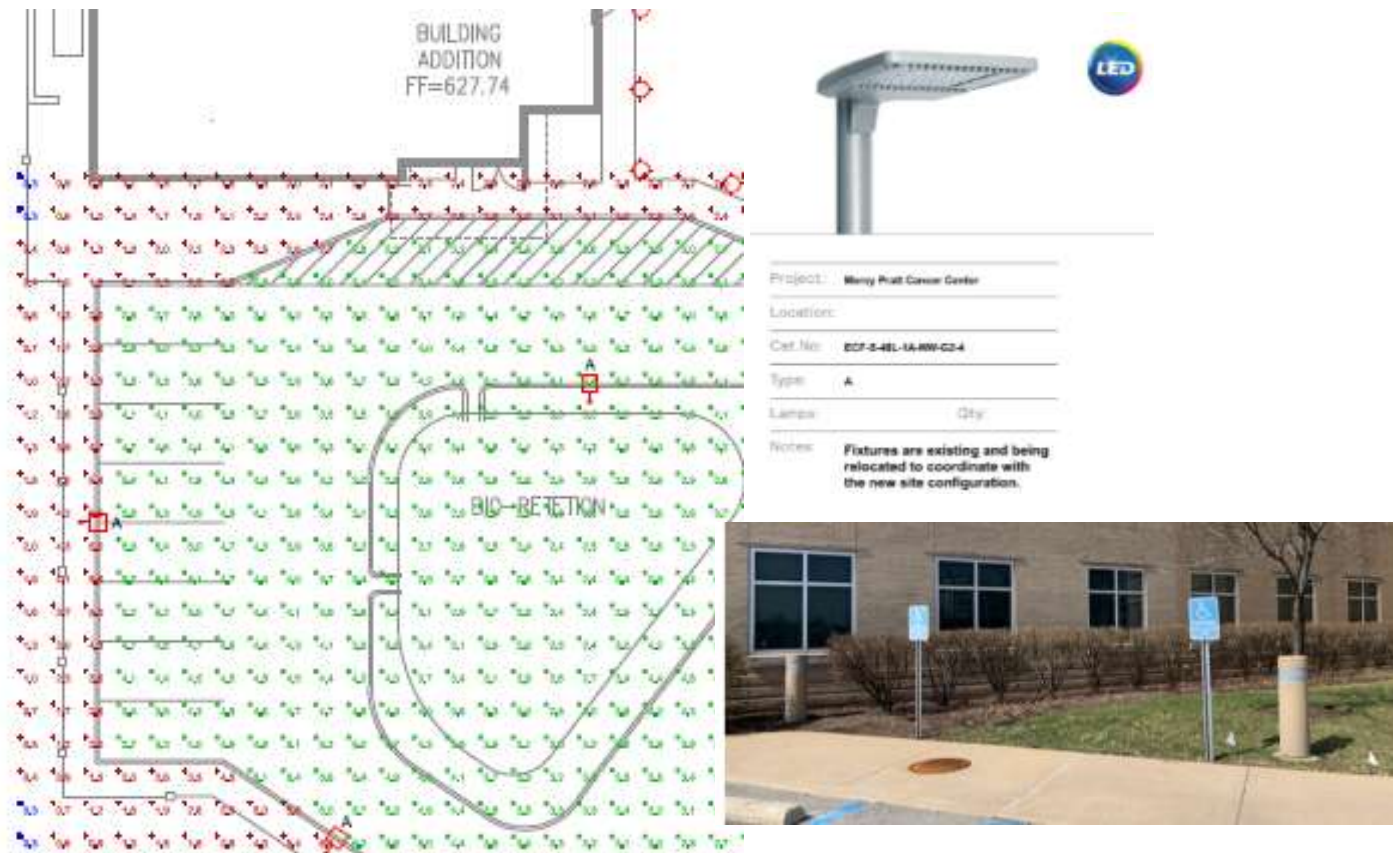


Figure 14: Close-up of the photometric plan and the light fixture, and a photo of the existing low bollard style sidewalk lighting that will be relocated.

Stormwater

The Applicant has stated that with the proposed addition, MSD is requiring that the disturbed area associated with this project area to be taken back to grass as it relates to stormwater runoff and is required to provide Water Quality, Channel Protection and 2-year/100-yr stormwater detention for the disturbed area, prior to discharging into the adjacent private storm system shown on the plans. The bio-retention basins have been sized to stack these volumes within, to meet these criteria. The majority of the campus drains east and south underground to below the existing garage along Ballas Road, prior to discharging from the campus via a pipe below Ballas. MSD is also requiring that Mercy commit to a schedule outlining the future plans for the upgrading of the detention basin that is now shown on the Site Concept Plan in blue. Preliminary review of the detention basin modifications required to meet MSD standards that would include modifications of the existing dry detention basin, outfall structure and retaining walls shown south of the parking Conway parking garage. This work will not require review at the Planning or Zoning Commission, but a Site Improvement Permit will be required to coincide with the MSD permit.

Traffic Impacts

In the prior approval in 2018, the Staff Report included the discussion regarding the Traffic Impacts to include the installation of video detection cameras on the traffic signal located at their northern entrance on Ballas (Muckerman entrance) and any necessary controller cabinet modifications to allow the signal timing to be more efficient. However, this specific condition was not included in the Ordinance, but was assumed to be part of the requirement that the Applicant shall comply with MoDOT requirements for any improvements. Therefore, Staff would like to include a specific condition at this time. The condition would allow Mercy to defer installation of the cameras until the Outpatient Center is under construction, or near the end of construction as part of the final occupancy permit if necessary and when other traffic improvements are being completed under the direction of the City's Public Works Director. The Director of Public Works is also asking them to illuminated street name signs for Muckerman entrance and illuminated hospital H with arrows on the mast arms, as a benefit to the traffic looking for the Hospital. It will also complete the directional path started by the City with the illuminated H with arrows at Ladue/Ballas.

Parking

The City's Zoning regulations requires that the off-site parking agreements should be reviewed by the Planning and Zoning Commission under Section 405.800(G)(4) of Joint Parking Facilities that which provides that it can clearly demonstrate the ability to successfully provide joint parking facilities to the satisfaction of the Planning and Zoning Commission, with review and approval of the agreement by the City Attorney as part of the building permit. Section 405.800(F) states that all accessory off-site parking facilities, whether provided in fulfillment of or in excess of the requirements of this Article and whether located on the same or on a different lot from the principal use as provided in the preceding paragraph, shall be located on non-residentially zoned property (non-residential zoning districts do not include the "A", "B", "C", "D", "AR" or "MR" Districts).

The Site Concept Plan is showing that the existing total parking required is 5,426 spaces, where north campus has a total of 5,344 spaces, and that the Hospital is leasing 110 spaces from Temple Emmanuel, and 110 spaces on the remaining surface lot on the South Campus for a total of 5,564 spaces. Once the Outpatient Center and structure is completed, the required parking for the entire campus is 6,209 spaces and the total provided on the site is 6,308 spaces. However, this would include the 110 spaces shared with Temple Emanuel, therefore the overall parking is short by 11 spaces.

Temple Emmanuel is zoned A Single Family Residential, however it is not utilized as a residential development and is largely isolated from any surrounding residences. Therefore, Staff does not have a concern with Mercy temporarily utilizing the parking at Temple Emmanuel until the parking structure on the south campus is completed, and the majority of the parking for the Temple is only utilized on Saturday. However, as the Church is zoned A Single Family Residential, once final occupancy is completed for the new building, other options or a more permanent arrangements will need to be considered. Therefore, Staff has included a condition of approval that the parking agreement with

Temple will only be authorized on a temporary basis until the new Outpatient Center and Parking facilities are completed. Additionally, any gravel parking shall be restored to a green lawn, and/or landscaped and developed as a parking lot.



Figure 15: GIS Image of the South area and Temple Emmanuel Parking.

SUMMARY AND RECOMMENDATION

The amended Site Concept Plan and Site Development Plan for the Pratt Cancer Center Addition are consistent with the City's Comprehensive Plan, and the PH-Planned Hospital District, with a few minor exceptions as highlighted in this Staff Report. Below are the conditions discussed in the Staff Report along with the standard conditions for a site development plan:

The Site Concept Plan:

1. The Site Concept Plan is amended to include the proposed additions as presented in the revised drawings received March 4, 2020, and as amended below.
2. The access drive between the Behavioral Health Center and the Ronald McDonald House shall be removed and the area restored and landscaped as discussed the Staff Report for the March 16, 2020 Planning and Zoning Commission Meeting.
3. Shared parking with Temple Emmanuel is approved on a temporary basis until the Outpatient Center and parking structure are completed, and once completed, any gravel parking areas will need to be restored and landscaped to a green lawn, and/or landscaped and developed as a parking lot meeting the requirements of the Zoning Ordinance
4. All other conditions of Ordinance 5573 shall remain in effect

The Site Development Plan

The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations as received on March 4, 2020, as bound together and submitted in conjunction with Application #20-005 by Stock and Associates, and as amended below.

1. The Applicant is required to submit Site Improvement Plans, showing all exterior site improvements, for all new construction the City for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site

- Improvement Plans shall be in substantial conformance with the “Site Development Plans,” and the “Landscape Plan” received on March 4, 2020, as bound together and submitted in conjunction with Application #20-005 by Stock and Associates, and as amended below.
2. The Elevations shall be revised to replace the EIFS material with precast stone, and provide the brick banding along the base of the addition to match the existing building. The roof parapet should be increased, and the mechanical screening lowered to fully screen the equipment and limit the visibility of the screening. The design of the screening should match the existing screening which is a flat material to better blend with the existing building. and in furtherance of the City’s Design Guidelines.
 3. Video detection cameras on the traffic signal located at the northern entrance on Ballas and any necessary controller cabinet modifications shall be provided to allow the signal timing. Illuminated street name sign for Muckerman entrance and illuminated hospital H with arrows on the mast arms shall be installed. The placement and coordination of the installation of these may be coordinated with the construction of the Outpatient Center on the South Campus and in conjunction with the other traffic improvements that will be undertaken in Ordinance 5573, under the direction of the City’s Public Works Director, and prior to the final occupancy of the Outpatient Center.
 4. All internal sidewalks shall have a minimum width of 6 feet, or 8 feet if used as a curb, in compliance with Section 405.730
 5. All landscaping shall be permanently maintained in good condition with at least the same quality and quantity of landscaping as initially approved. Vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt manner.
 6. An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
 7. All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.
 8. Any additional ground mounted mechanical equipment installed for the site shall be properly screened with approved materials.
 9. All new signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the amended Master Sign Plan discussed above to be submitted for review by the Planning and Zoning Commission and approved by City Council prior to any sign permits being issued.
 10. A site development plan granted by the City Council shall be valid only for a period of one year from the date it grants approval thereof, unless within such period: (1) a building permit is obtained and construction is begun and pursued to completion; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the permit is scheduled to expire.

ACTION

After discussion with the applicant, if the Planning and Zoning Commission finds that the Application is in conformance with the purposes and regulations of the Comprehensive Plan and Zoning Code, it may vote on a recommendation to the City Council with any changes discussed and made by separate actions. The following is an example of an appropriate motion for this application:

“I move to recommend approval of Application #20-005 for the Site Concept Plan Amendment and Site Development Plan for an addition to the Pratt Cancer Center on the Mercy Healthcare campus based upon the information presented and subject to the conditions in the Draft

Ordinance for the March 16, 2020 Planning and Zoning Commission meeting, including all conditions recommended in Staff's report.” (Specific conditions discussed and approved by prior motion).

APPENDIX 1: COMPREHENSIVE PLAN

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 2: ZONING CODE

Included and attached by reference. See body of report for specific excerpts.

APPENDIX 3: AERIAL PHOTO

Mercy Health



City Limits

Parcels

February 25, 2020



Prepared By

HORNER SHIFFRIN

APPENDIX 4: SITE PHOTOGRAPHS

Photo Date: 3/11/2020



Description: View of the existing front of the Pratt Cancer Center, looking north west from the internal drive.



Description: View of the existing single-story area on the south end of the existing building.



Description: Close-up view of the existing building showing the architectural details of the brick banding along the base of the building, the precast stone material and the metal panels between the windows.



Description: View looking south from the existing parking area at the berm and ornamental fencing that will be cut into for the new addition and parking lot configuration.

SITE DATA:

ZONING CLASSIFICATION: PH (PLANNED HOSPITAL)

DEVELOPMENT AREA

CAMPUS	70.42 Acres
*SKILLED NURSING FACILITY	8.70 Acres
OLD R.O.W. TAKINGS	1.25 Acres
TOTAL AREA	80.37 Acres (3,500,917 Sq. Ft.)

*SKILLED NURSING FACILITY (SOUTH SIDE OF CONWAY ROAD)

F.A.R. (FLOOR AREA RATIO):

EXISTING - 2,42,578 Sq. Ft.
3,500,917 Sq. Ft. = 0.69 FAR

(MAXIMUM ALLOWED BY ZONING = 1.0)

*GROSS BUILDING AREA

SITE COVERAGE:

EXISTING - 52.32% [42.05 Ac. - BASED ON 80.37 Ac]

(MAXIMUM SITE COVERAGE = 63%)

CAMPUS PARKING:

EXISTING PARKING (NORTH) = *5,344 SPACES
* 223 HC ACCESSIBLE

EXISTING PARKING (SOUTH) = 110 SPACES

TEMPLE SURFACE LOT (LEASED) = 110 SPACES

TOTAL = 5,344 + 110 + 110 = *5,564 SPACES
* 223 HC ACCESSIBLE

BOUNDARY DESCRIPTION (NORTH SIDE OF CONWAY ROAD)

THE FOLLOWING BOUNDARY DESCRIPTION WAS PREPARED BY HEIDEMAN | ASSOCIATES, INC. ON OCTOBER 20, 2001

A tract of land being part of the Northwest Quarter of Section 15, Township 45 North, Range 5 East St. Louis County, Missouri and being part of a larger tract conveyed to St. John's Hospital by a Deed recorded in Deed Book 4198 page 544, dated the 20th day of November, 1959, and being described as follows:

Beginning at the Southeast corner of Lot 17 Sackston Woods, a subdivision filed for record in Plat Book 53 page 15 of the St. Louis county land records, said point also being on the North line of Section 15 as previously described; thence South 00 degrees 17 minutes 23 seconds West along the Western Right of Way of State Highway JI (also known as Ballas Road) a distance of 1948.50 feet to a point; thence South 04 degrees 08 minutes 14 seconds East a distance of 150.33 feet to a point; thence South 00 degrees 17 minutes 23 seconds West a distance of 180.02 feet to a point; thence South 45 degrees 44 minutes 09 seconds West a distance of 74.41 feet to a point on the Northern Right of Way line of Conway Road; thence leaving said State Highway JI South 86 degrees 40 minutes 24 seconds West along the Northern Right of Way line of Conway Road a distance of 3054.41 feet to a point; thence South 03 degrees 19 minutes 36 seconds East a distance of 10.00 feet to a point; thence North 86 degrees 44 minutes 23 seconds West a distance of 133.17 feet to a point; thence North 82 degrees 15 minutes 37 seconds West a distance of 126.95 feet to a point; thence North 49 degrees 47 minutes 04 seconds West; a distance of 103.54 feet to a point; thence North 71 degrees 35 minutes 09 seconds West a distance of 71.13 feet to a point; thence North 66 degrees 18 minutes 46 seconds West a distance of 165.61 feet to a point; thence North 48 degrees 41 minutes 22 seconds West a distance of 205.70 feet to a found iron pin; thence North 39 degrees 57 minutes 17 seconds West a distance of 228.02 feet to a found iron pin; thence North 47 degrees 30 minutes 53 seconds West a distance of 303.12 feet to a point on the Eastern Right of Way line of Interstate Highway I-270 (also known as 244); thence leaving the Northern Line of said Conway Road North 04 degrees 44 minutes 05 seconds East along said Eastern Right of Way line a distance of 1687.62 feet to a point, said point to be hereafter known as point "A" and being on the Southern line of Sackston Woods Plat 2 a subdivision filed for record in Plat Book 100 page 80 of the St. Louis County Land Records; thence leaving said Eastern Right of Way line South 89 degrees 50 minutes 00 seconds East a distance of 1325.29 feet to the point of beginning and containing 70.32 Acres

Less and Excepting a tract of and being part of the previously described larger tract and commencing at point "A" as previously described; thence South 04 degrees 44 minutes 05 seconds West along the Eastern Right of way line a distance of 634.95 feet; thence leaving said Right of Way line South 81 degrees 43 minutes 15 seconds East a distance of 244.80 feet to the point of beginning of the tract excepted; thence continuing South 81 degrees 43 minutes 15 seconds East a distance of 202.16 feet to a point on the Western wall of the Existing Hospital Building; thence South 08 degrees 09 minutes 44 seconds West along said Wall a distance of 51.07 feet; thence North 82 degrees 09 minutes 01 seconds West a distance of 15.14 feet; thence South 08 degrees 00 minutes 53 seconds West a distance of 27.32 feet to a point on a Party wall; thence South 82 degrees 08 minutes 49 seconds East along said Party wall a distance of 17.16 feet to a point; thence South 08 degrees 09 minutes 53 seconds West a distance of 32.96 feet to a point; thence North 86 degrees 26 minutes 35 seconds West a distance of 3.70 feet; thence South 09 degrees 06 minutes 32 seconds West a distance of 22.65 feet to a point; thence South 81 degrees 54 minutes 24 seconds East a distance of 3.72 feet to a point; thence South 07 degrees 54 minutes 53 seconds West a distance of 31.85 feet to a point; thence South 81 degrees 53 minutes 15 seconds East a distance of 2.45 feet to a point; thence South 08 degrees 06 minutes 45 seconds West a distance of 84.18 feet; thence North 81 degrees 55 minutes 58 seconds West a distance of 9.61 feet to a point; thence South 08 degrees 16 minutes 37 seconds West a distance of 27.98 feet to a point; thence South 81 degrees 37 minutes 30 seconds East a distance of 9.69 feet to a point; thence South 08 degrees 06 minutes 45 seconds West a distance of 15.96 feet to a point; thence North 81 degrees 40 minutes 49 seconds West a distance of 49.76 feet; thence leaving said Party wall and continuing on the Western wall of the Existing Hospital Building South 08 degrees 02 minutes 33 seconds West a distance of 78.57 feet to a corner of said Building; thence leaving said Building North 81 degrees 58 minutes 04 seconds West a distance of 156.35 feet to a point; thence North 08 degrees 21 minutes 52 seconds East a distance of 373.51 feet to the point of beginning and containing 71,712 square feet.

Subject to Easements Restrictions and Covenants of record if any

LOT 1 BOUNDARY DESCRIPTION (OUTPATIENT CENTER - SOUTH SIDE OF CONWAY ROAD)

A tract of land being located in Section 15, Township 45 North, Range 5 East of the Fifth Principal Meridian, City Of Creve Coeur, St. Louis County, Missouri, being more particularly described as follows:

Beginning at a found out cross located at the southeast corner of a tract of land as conveyed to St. John's Medical Center, by instrument recorded in Book 9011, Page 1010 of the St. Louis County records, said point also being located on the west right-of-way line of South New Ballas Road, variable width; thence along the south line of said St. John's Medical Center tract, North 89 degrees 38 minutes 42 seconds West, 1024.35 feet to a found iron pipe at the southeast corner of said St. John's Medical Center tract, said point also being the southeast corner of a tract of land as conveyed to Temple Emanuel, by instrument recorded in Book 4514, Page 244 of above said record; thence along the east and north lines of said Temple Emanuel tract the following courses and distances: North 00 degrees 15 minutes 26 seconds East, 178.65 feet, North 88 degrees 31 minutes 47 seconds East, 167.71 feet; thence North 00 degrees 25 minutes 35 seconds East, 304.15 feet to the southern right-of-way line of Conway Road, variable width; thence along said right-of-way line the following courses and distances: South 02 degrees 48 minutes 41 seconds East, 46.81 feet to the beginning of a curve to the left having a radius of 995.37 feet; along said curve with an arc length of 90.17 feet and a chord which bears South 70 degrees 43 minutes 32 seconds East, 30.17 feet; South 71 degrees 35 minutes 38 seconds East, 87.11 feet to a found iron rod; South 71 degrees 44 minutes 20 seconds East, 33.02 feet to a found spindle; South 64 degrees 14 minutes 28 seconds East, 51.85 feet; South 82 degrees 25 minutes 46 seconds East, 137.31 feet; South 87 degrees 41 minutes 36 seconds East, 142.40 feet; North 87 degrees 21 minutes 59 seconds East, 236.55 feet to the beginning of a curve to the right having a radius of 88.50 feet and along said curve with an arc length of 143.81 feet and a chord which bears South 46 degrees 09 minutes 02 seconds East, 128.36 feet to a point of tangency; said point also being located on the west right-of-way line of above said South New Ballas Road; thence along said right-of-way line, the following courses and distances: South 00 degrees 20 minutes 08 seconds West, 60.98 feet to a point of curvature to the left having a radius of 1196.00 feet; along said curve with an arc length of 134.15 feet, and a chord which bears South 02 degrees 52 minutes 38 seconds East, 134.09 feet to a point of reverse curvature to the right having a radius of 490.00 feet; along said curve with an arc length of 53.80 feet and a chord which bears South 02 degrees 57 minutes 01 seconds East, 53.57 feet and South 00 degrees 11 minutes 23 seconds West, 67.85 feet to the Point of Beginning, containing 379,050 square feet or 8.702 acres more or less.

ZONING NOTES:

"PH" PLANNED HOSPITAL BUILDING BULK REGULATIONS

(1)When the two hundred (200) foot buffer yard is applicable, building and structures located more than two hundred (200) feet from residentially zoned property shall not exceed one hundred five (105) feet in height.

(2)When the two hundred (200) foot buffer yard does not apply, buildings and structures shall be regulated by the following height limitations:

(a) No buildings and structures shall be located within fifty (50) feet of the "PH" parcel boundary line.

(b) Fifty-five (55) feet maximum height for buildings and structures located no closer than fifty (50) feet from the "PH" parcel boundary line.

(c) Eighty-five (85) feet maximum height for buildings and structures located no closer than one hundred (100) feet from the "PH" parcel boundary line.

(d) One hundred five (105) feet maximum height for buildings and structures located more than two hundred (200) feet from "PH" parcel boundary line.

ZONING NOTES:

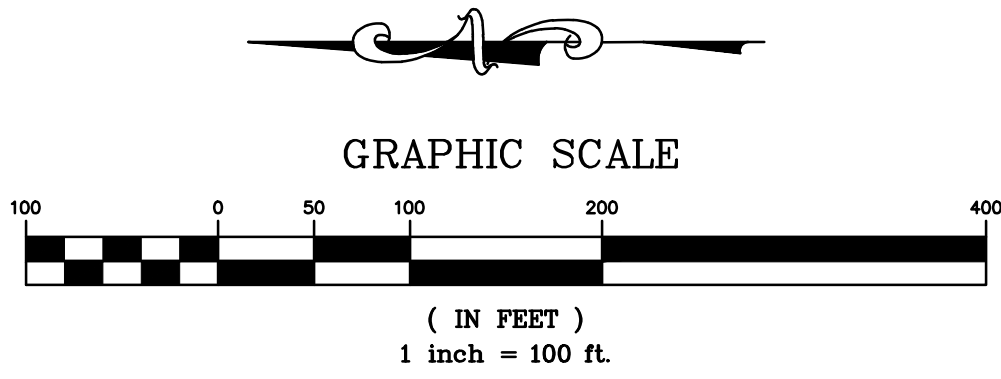
"PH" PLANNED HOSPITAL YARD AND SETBACK REGULATIONS

(3) (a) Minimum front yard. No building or structure shall be located closer than ten (10) feet from the right-of-way established by the adopted site concept plan for a "PH" Planned Hospital District. In the event that parking is to be located in front of a building or structure, said building or structure shall be set back a minimum of fifty (50) feet from the planned right-of-way. In the event the planned right-of-way is greater than the present right-of-way width, the required setback shall be measured from a line located a distance equal to one-half (1/2) of the present right-of-way. The provisions of Section 405.240 shall prevail where applicable on major streets and highways. In every instance, the first ten (10) feet of the front yard setback from the right-of-way shall be provided with and maintained with sidewalks, unless improved sidewalks exist in the abutting public right-of-way, and with landscaping including, but not limited to, deciduous street trees as required by Section 405.540.

(b) Minimum side yard. Twenty (20) feet.

(c) Minimum rear yard. Twenty (20) feet.

(d) Buffer yards. Any tract or site abutting a single-family residential zoning district with no intervening right-of-way shall provide a buffer yard setback of not less than two hundred (200) feet for both structures and parking surfaces. However, when a property zoned "PH" is adjacent to a conditional use within a residential zoning district, the setback, for buildings not exceeding three (3) stories or forty-five (45) feet in height is reduced to not less than twenty-five (25) feet for parking or driveways and sixty (60) feet for buildings. The buffer yard setbacks resulting from these requirements shall be landscaped and provided with other screening devices as deemed appropriate by the Planning and Zoning Commission.



LEGEND

EXISTING BUILDINGS + PAVEMENT

PLANNED HOSPITAL ZONING BOUNDARY

DRAWING INDEX

SCP-1 - EXISTING CAMPUS PLAN
SCP-2 - AMENDED MASTER CONCEPT PLAN

PARKING CALCULATIONS:

CANCER CENTER - 124,607 S.F.
MEDICAL OFFICE BUILDINGS - 360,143 S.F.
CONFERENCE CENTER - 17,520 S.F.

TOTAL = 502,270 S.F.

PARKING REQUIRED = (502,270)/(0.85)(3.3/1000) = 1,409 SPACES

HOSPITAL BEDS = 859 BEDS

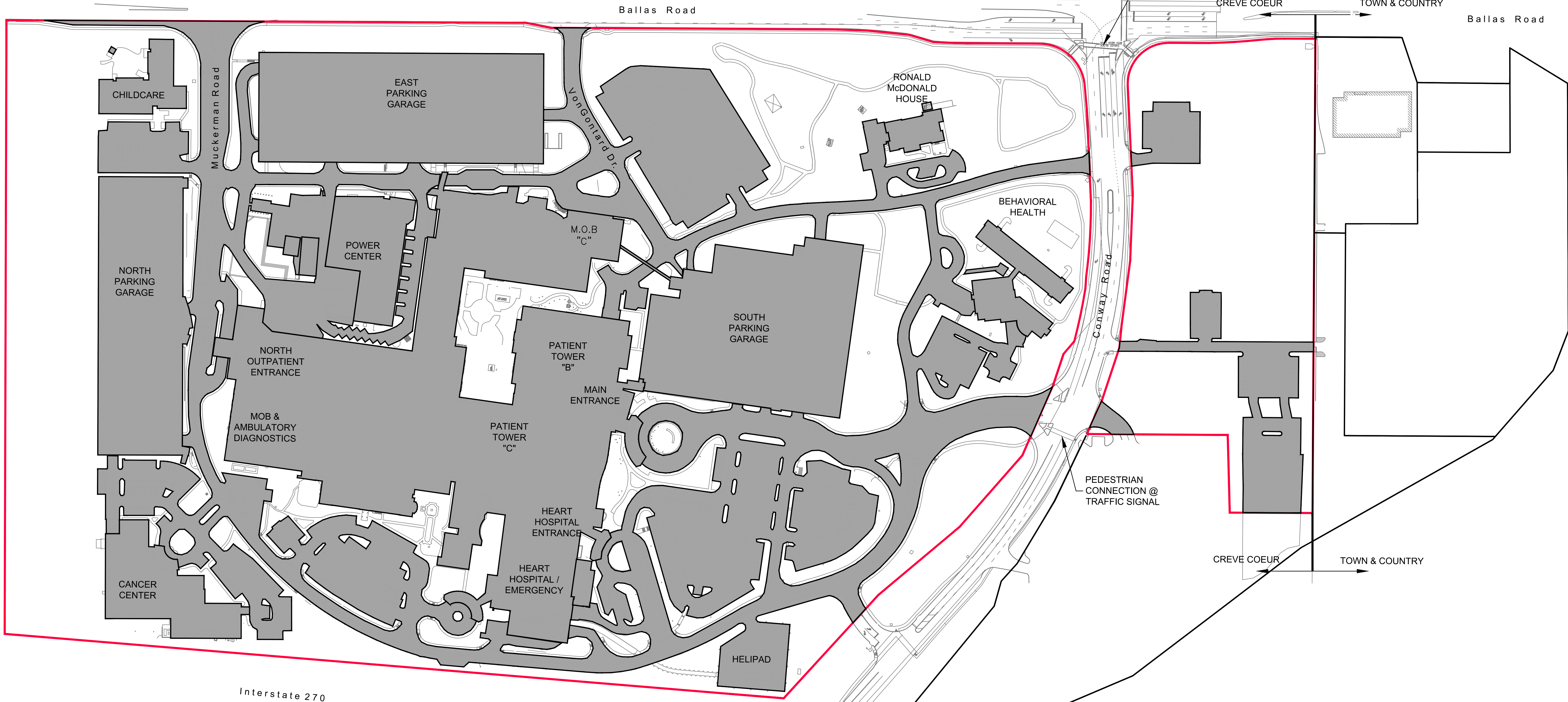
PARKING REQUIRED = (859)/(0.60) = 516 SPACES

EMPLOYEES = 5,389 FULL TIME EMPLOYEES

PARKING REQUIRED = (5,389)/(0.65) = 3,503 SPACES

TOTAL REQUIRED PARKING = 5,428 SPACES

TOTAL EXISTING PARKING = 5,564 SPACES (INCLUDING 223 HC ACCESSIBLE)



PREPARED FOR
MERCY HOSPITAL, ST. LOUIS
C/O DON KALICAK
615 S. NEW BALLAS ROAD
CREVE COEUR, MO 63141
636-614-3271

PREPARED BY:

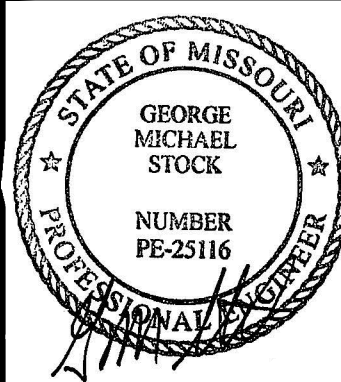
STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63105 PH: (636)
530-5900 FAX: (636) 530-5900
e-mail: gjenner@stockassoc.com
Web: www.stockassoc.com

AMENDED SITE CONCEPT PLAN FOR:

MERCY HOSPITAL ST. LOUIS

CREVE COEUR, MISSOURI



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000990

REVISIONS:

1. REVISED PER CITY COMMENTS
03/04/20

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 02/14/20	JOB NO: 210-6571
M.S.D. P.#	BASE MAP: 18-C
S.L.C. HAT #	HAT SUP. #
M.D.N.R. #	

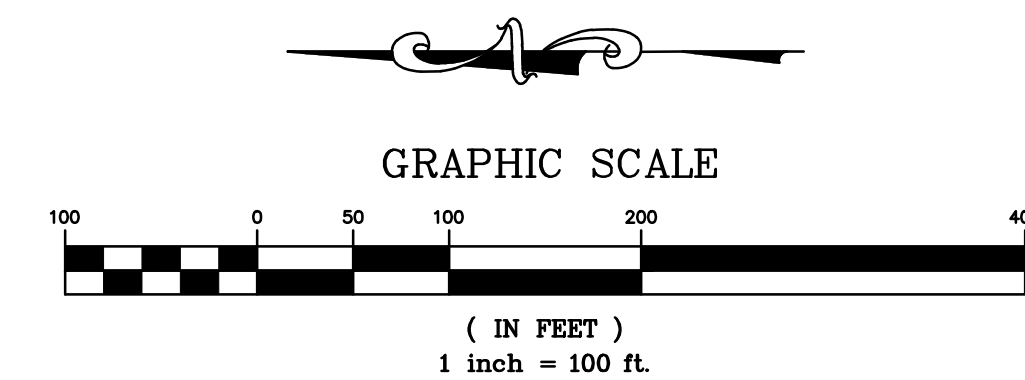
SHEET TITLE:

EXISTING CAMPUS
PLAN

SHEET NO.:

SCP-1

AMENDED MASTER CONCEPT PLAN FOR MERCY HOSPITAL ST. LOUIS



LEGEND

	EXISTING BUILDINGS + PAVEMENT
	PROPOSED PRATT CANCER CENTER EXPANSION - PROTON THERAPY AND PARKING MODIFICATIONS
	PREVIOUSLY APPROVED OUTPATIENT CENTER (ORDINANCE 5573)
	FUTURE BUILDING ADDITIONS
	FUTURE ROADWAY MODIFICATIONS
	FUTURE DRY DETENTION BASIN MODIFICATIONS
	FUTURE INTERIM PARKING EXPANSION
	PLANNED HOSPITAL ZONING BOUNDARY

SITE DATA:

ZONING CLASSIFICATION: PH (PLANNED HOSPITAL)

DEVELOPMENT AREA

CAMPUS	70.42 Acres
*SKILLED NURSING FACILITY	8.70 Acres
OLD R.O.W. TAKINGS	1.25 Acres
TOTAL AREA	80.37 Acres (3,500,917 Sq. Ft.)

*SKILLED NURSING FACILITY (SOUTH SIDE OF CONWAY ROAD)

F.A.R. (FLOOR AREA RATIO):

EXISTING -	2,42,578 Sq. Ft. 3,500,917 Sq. Ft. = 0.69 FAR
PREVIOUSLY APPROVED - (ORDINANCE 5573)	2,428,578 + 261,355 Sq. Ft. (OUTPATIENT FACILITY) 3,500,917 Sq. Ft. = 0.77 FAR
PROPOSED -	2,689,933 Sq. Ft. + 17,230 Sq. Ft. (PROTON THERAPY ADD.) 3,500,917 Sq. Ft. = 0.77 FAR

(MAXIMUM ALLOWED BY ZONING = 1.0)
*GROSS BUILDING AREA

SITE COVERAGE:

EXISTING -	52.32% [42.05 Ac. - BASED ON 80.37 Ac.]
PREVIOUSLY APPROVED -	56.20% [45.19 Ac. - BASED ON 80.37 Ac.]
PROPOSED -	57.73% [46.40 Ac. - BASED ON 80.37 Ac.]

(MAXIMUM SITE COVERAGE = 63%)

CAMPUS PARKING:

PROPOSED PARKING (NORTH) = *5,344 - 30 = 5,314 SPACES
* 213 HC ACCESSIBLE

PREVIOUSLY APPROVED PARKING (SOUTH) = *884 SPACES
*29 HC ACCESSIBLE

TEMPLE SURFACE LOT (LEASED) = 110 SPACES

TOTAL NEW CAMPUS PARKING = *5,314 + *884 + 110 = *6,308
*215 HC ACCESSIBLE + 29 HC ACCESSIBLE = 244 HC ACCESSIBLE

PARKING CALCULATIONS:

CANCER CENTER - 124,607 S.F. + 17,230 S.F.
MEDICAL OFFICE BUILDINGS - 360,143 S.F.
CONFERENCE CENTER - 17,520 S.F.
OUTPATIENT CENTER - 261,355 S.F.

TOTAL = 780,855 S.F.

PARKING REQUIRED = (780,855)(0.85)(3.3/1000) = 2,190 SPACES

HOSPITAL BEDS = 859 BEDS

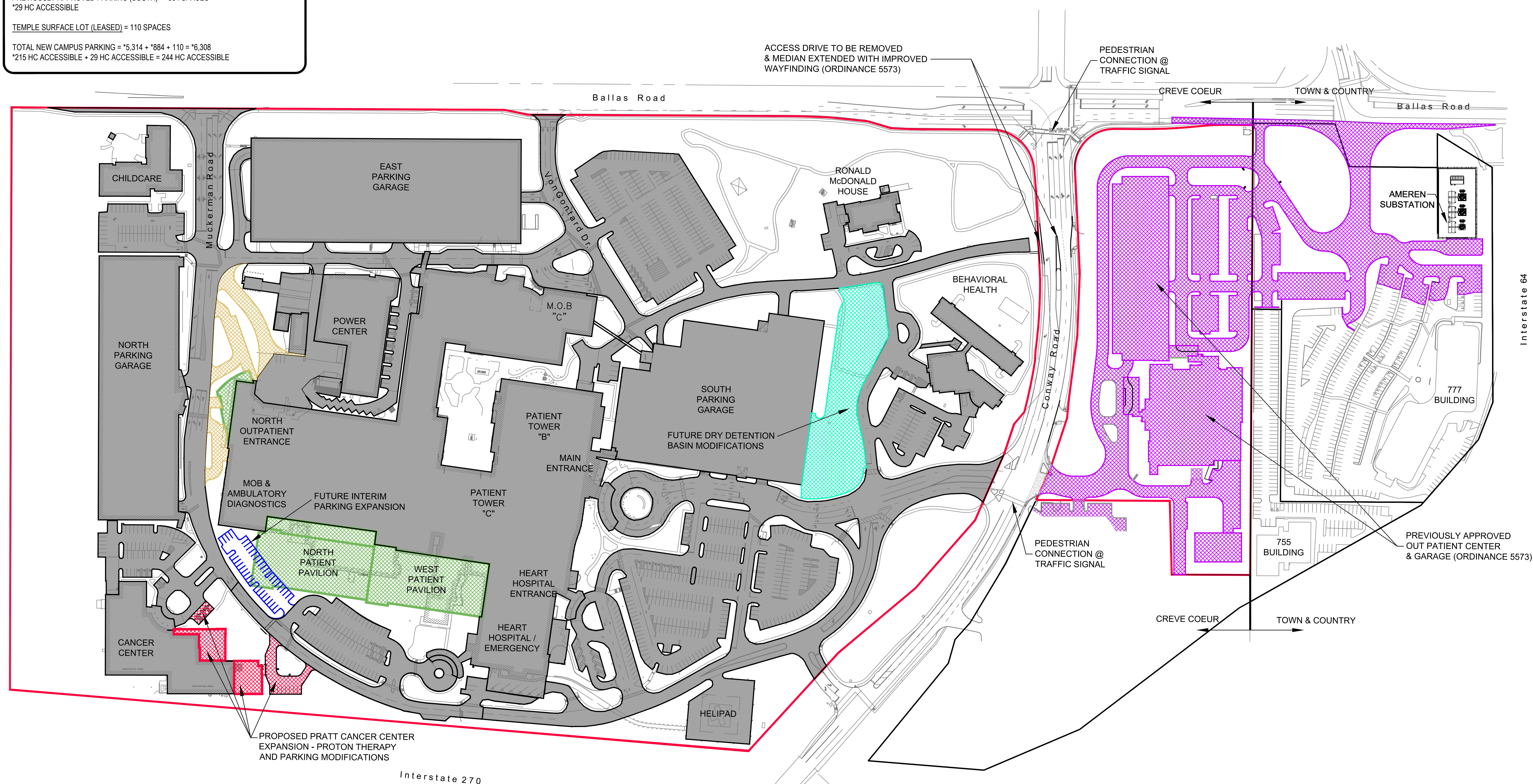
PARKING REQUIRED = (859)(0.60) = 516 SPACES

EMPLOYEES = 5,389 FULL TIME EMPLOYEES

PARKING REQUIRED = (5,389)(0.65) = 3,503 SPACES

TOTAL REQUIRED PARKING = 6,209 SPACES

TOTAL PROPOSED PARKING = 6,308 SPACES (INCLUDING 213 HC ACCESSIBLE)

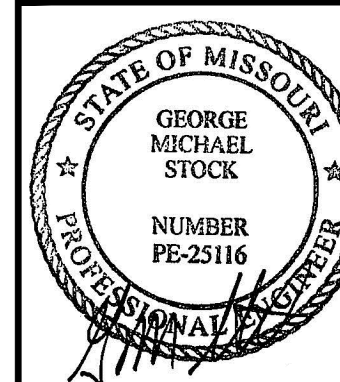


PREPARED FOR:
MERCY HOSPITAL ST. LOUIS
C/O DON KALICAK
615 S. NEW BALLAS ROAD
CREVE COEUR, MO 63141
636-614-3271

AMENDED MASTER CONCEPT PLAN FOR:

MERCY HOSPITAL ST. LOUIS

CREVE COEUR, MISSOURI



GEORGE M. STOCK E-25116
CIVIL ENGINEER
CERTIFICATE OF AUTHORITY
NUMBER: 000990

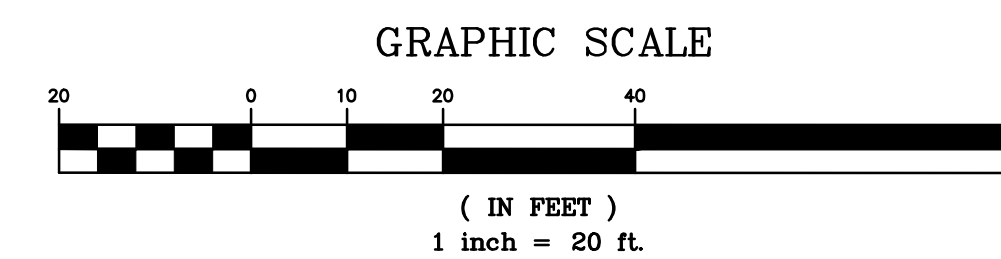
REVISIONS:

1. REVISED PER CITY COMMENTS
03/04/20

DRAWN BY: J.E.B.	CHECKED BY: G.M.S.
DATE: 02/14/20	JOB NO: 219-6571
M.S.D. P. #	BASE MAP. #
S.L.C. HAT. #	HAT SUP. #
M.D.N.R. #	

SHEET TITLE:
AMENDED MASTER
CONCEPT PLAN

SHEET NO.:
SCP-2



DRAWING INDEX

SDP-1	SITE DEVELOPMENT PLAN
SDP-2	SITE SECTIONS
ES-P1	ELECTRIC SITE PLAN - PHOTOMETRIC
TS1.01	TREE SURVEY
L1.01	LANDSCAPE PLAN
PS1.1	ARCHITECTURAL ELEVATIONS & EXTERIOR PERSPECTIVE



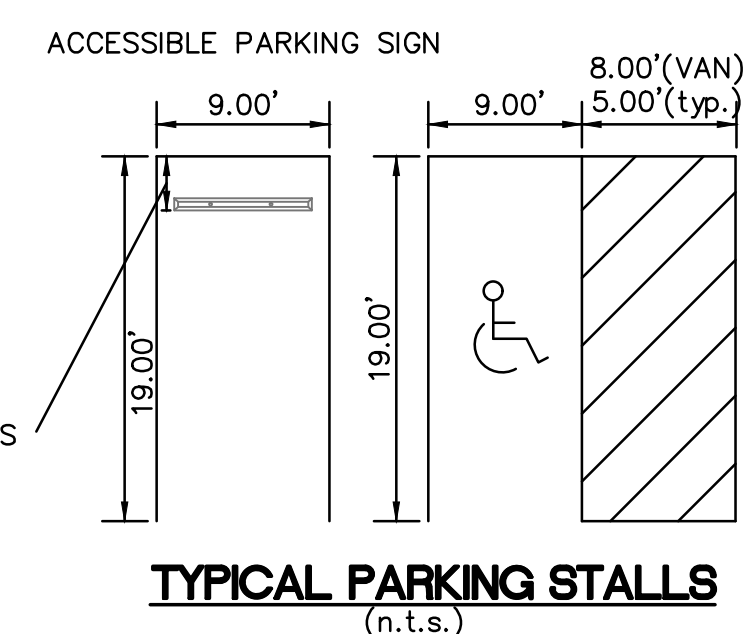
42 EXISTING PARKING SPACES

12 PROPOSED PARKING SPACES

NET REDUCTION OF 30 SPACES

SITE INFORMATION:

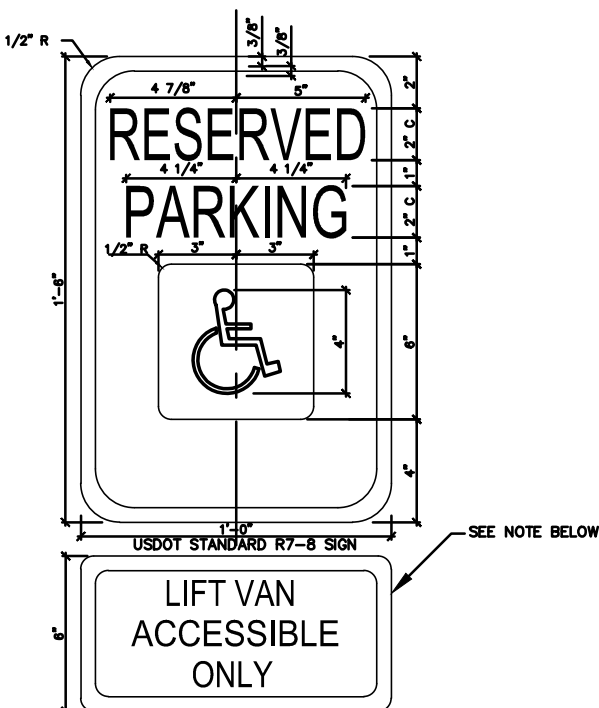
OWNER:	MERCY HOSPITAL ST. LOUIS
ADDRESS:	621 S. NEW BALLAS ROAD
LOCATOR NUMBERS:	190610106
ZONING:	PLANNED HOSPITAL
FIRE DISTRICT:	CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT:	PARKWAY SCHOOL DISTRICT
SEWER SERVICE:	MSD
WATER SERVICE:	MAWC
GAS SERVICE:	SPIRE
ELECTRIC SERVICE:	AMEREN
PHONE SERVICE:	AT&T



PAINT GRAPHIC ON PAVING
• H.D.C.P. STALLS

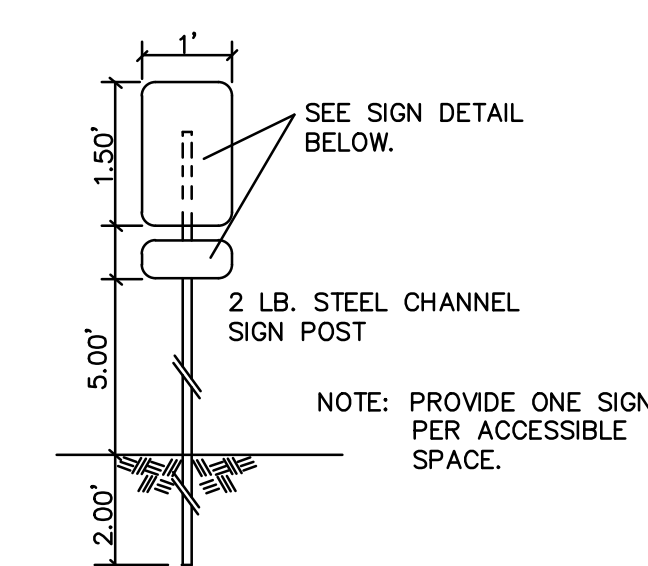
PAINT GRAPHIC ON PAVING
● H.D.C.P. STALLS

ACCESSIBLE SIGN
(n.t.s.)



NOTE (R7-8 SIGN): THIS IS A STANDARD SIGN AND MAY BE
ORDERED FROM ANY TRADING FIRM QUALIFIED BY MEMBER. THE SIGN

ACCESSIBLE SIGN DETAIL



ACCESSIBLE PARKING SIGN
(n.t.s.)

STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND NO OTHER DRAWINGS WHERE THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE EXISTING SIZE, LOCATION, TYPE, NUMBER, OR LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING



PREPARED FOR:
MERCY HOSPITAL ST. LOUIS
C/O DON KALICAK
615 S. NEW BALLAS ROAD
CREVE COEUR, MO 63141
636-614-3271

MERCY HEALTHCARE
PRATT CANCER CENTER
EXPANSION - PROTON THERAPY

607 S. NEW BALLAS RD. #3300
ST. LOUIS, MO

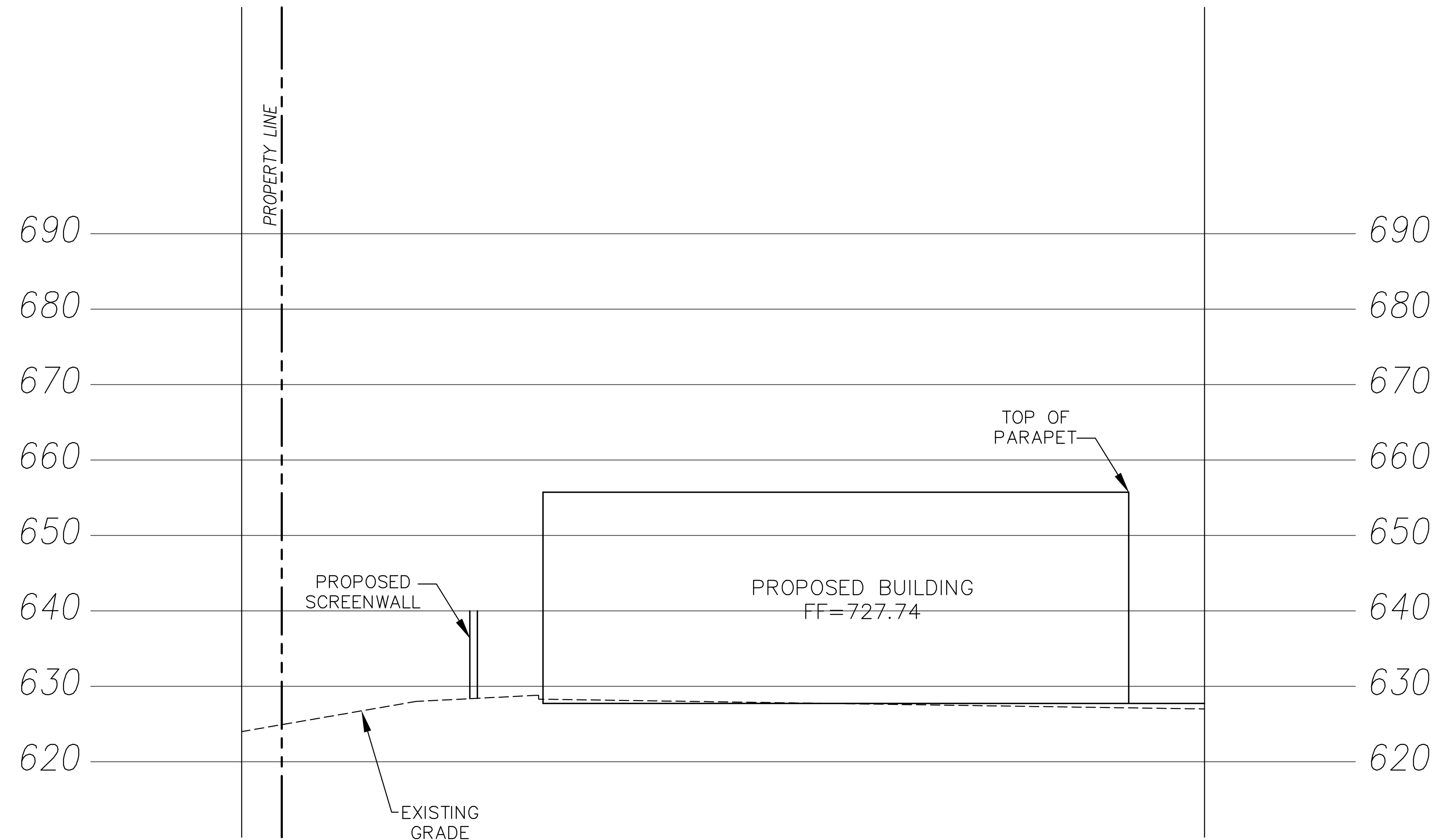
Client Project #: 1540-01838

1.	REVISED PER CITY COMMENTS	03/04/20
NO.		DATE

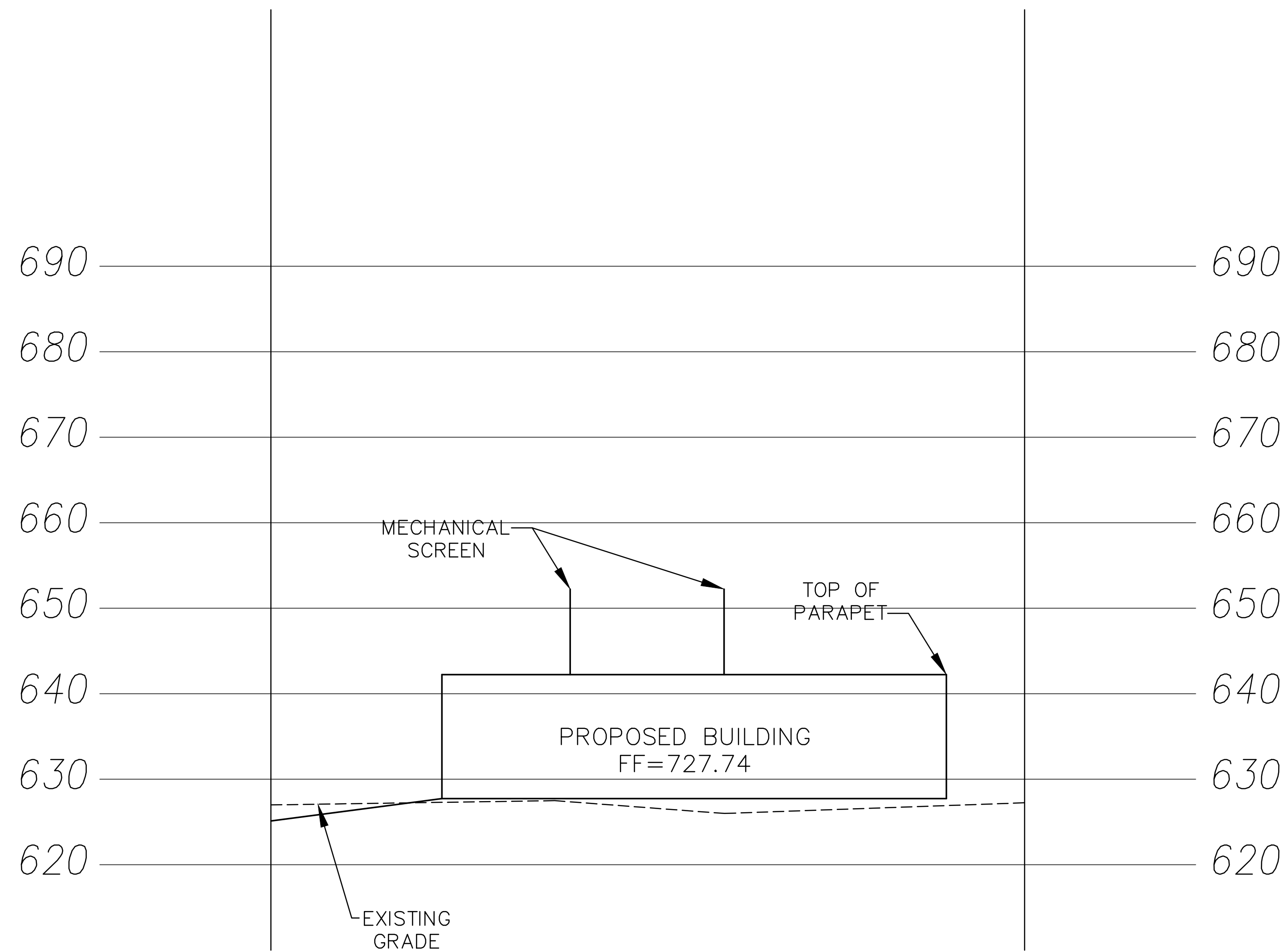
REVISIONS

SITE DEVELOPMENT PLAN

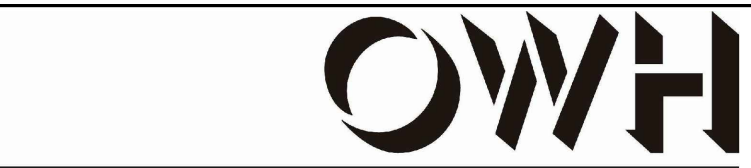
DATE	STOCK PROJECT NO.	DRAWING NO.
02/14/20	219-6571	SDP-1



SECTION A-A
HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 10'



SECTION B-B
HORIZONTAL SCALE: 1" = 10'
VERTICAL SCALE: 1" = 10'



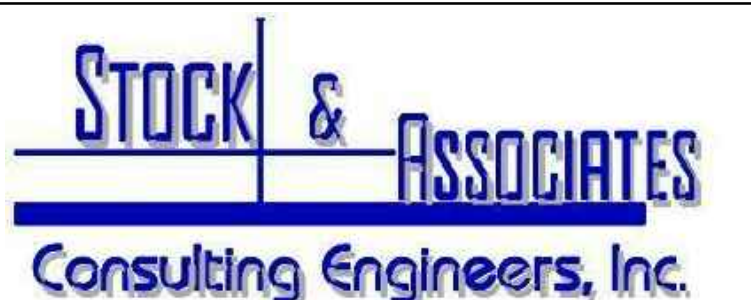
Ottolino Winters Huebner
Planning Architecture Interior Architecture
222 South Bemiston Ave. St. Louis, MO 63105 Telephone: (314) 721-4050



MO State Certificate of Authority # 001194
240 Larkin Williams Industrial Court
Fenton, MO 63026
636.492.3200

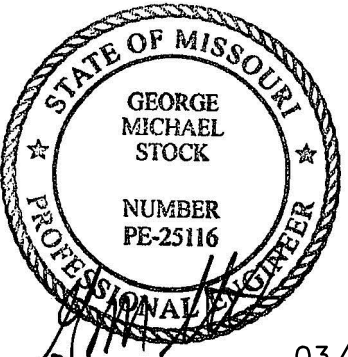


ASDC, LLC
1009 Lincoln Highway
Fairview Heights, IL 62088
Ph: 618.628.0687 Fx: 618.628.0689



MO State Certificate of Authority # 000996
257 Chesterfield Business Parkway
St. Louis, MO 63005
636.530.9100

MSD, P # P-XXXXXX	BASE MAP # 19-D
SLE, H&T # N/A	H&T SUP. # N/A
MDNR # MO-XXXXXX	



03/04/20
GEORGE M. STOCK E-25116 CIVIL
ENGINEER CERTIFICATE OF
AUTHORITY NUMBER: 000996

Project Manager Checked By
J.E.B. G.M.S.

MERCY HEALTHCARE
PRATT CANCER CENTER
EXPANSION - PROTON THERAPY
607 S. NEW BALLAS RD. #3300
ST. LOUIS, MO

Client Project #: 1540-01838

1.	REVISED PER CITY COMMENTS	03/04/20
NO.		DATE

REVISIONS		
SITE SECTIONS		
DATE	STOCK PROJECT NO.	DRAWING NO.
02/14/20	219-6571	SDP-2

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone	+	3.3 fc	6.5 fc	0.3 fc	21.7:1	11.0:1
PARKING AND DRIVEWAY	X	3.7 fc	6.5 fc	0.5 fc	13.0:1	7.4:1

Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	A	5	PHILIPS GARDCO	ECF-S-48L-1A-NW-G2-4	EcoForm Area LED ECF - Small, 48 LED's, 4000K CCT, TYPE 4 OPTIC, No Shield	(3) LEDGINE SLD LIGHT ARRAY(S) DRIVEN AT 1050mA	1	ECF-S-48L-1A-NW-G2-4.ies	19017	0.95	158.7

NOTES:
POLE HEIGHT: 24'-0"
CALCULATION POINTS: 5' X 5'

ELECTRICAL SITE PLAN - PHOTOMETRIC

SCALE: 1" = 20'-0"

DISCLAIMER OF RESPONSIBILITY
I hereby specify, that this document is authenticated by my seal.
I hereby disclaim any responsibility for all other plans, specifications
estimates, reports, or other documents, or instruments relating to or
intended to be used for any part or parts of the architectural or
engineering project or survey.

Heideman | Associates, Inc.
Tim A. Koenig, P.E.
Missouri Engineer
License No. E-028697
MO State Certificate of Authority #001194

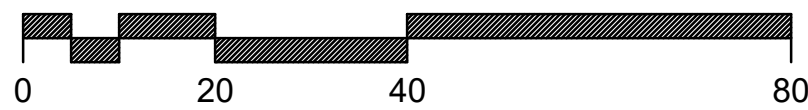
	SCHEMATIC DESIGN PACKAGE	1/27/20
NO.		DATE
REVISIONS		

ELECTRICAL SITE PLAN -
PHOTOMETRIC

DATE	PROJECT NO.	DRAWING NO.
02/14/2020	1980000	ES-P1

File = K:\191044 - Mercy CC Proton Addition\Documents\Photometrics\2020-02-12 Site\191044 Electrical Site Plan.dwg
Date Printed = Feb. 13, 2020 - 2:40:36 PM Plotter = BLUEBEAM PDF Plotter = HAI COLOR.CTB Printed By = jzwedel

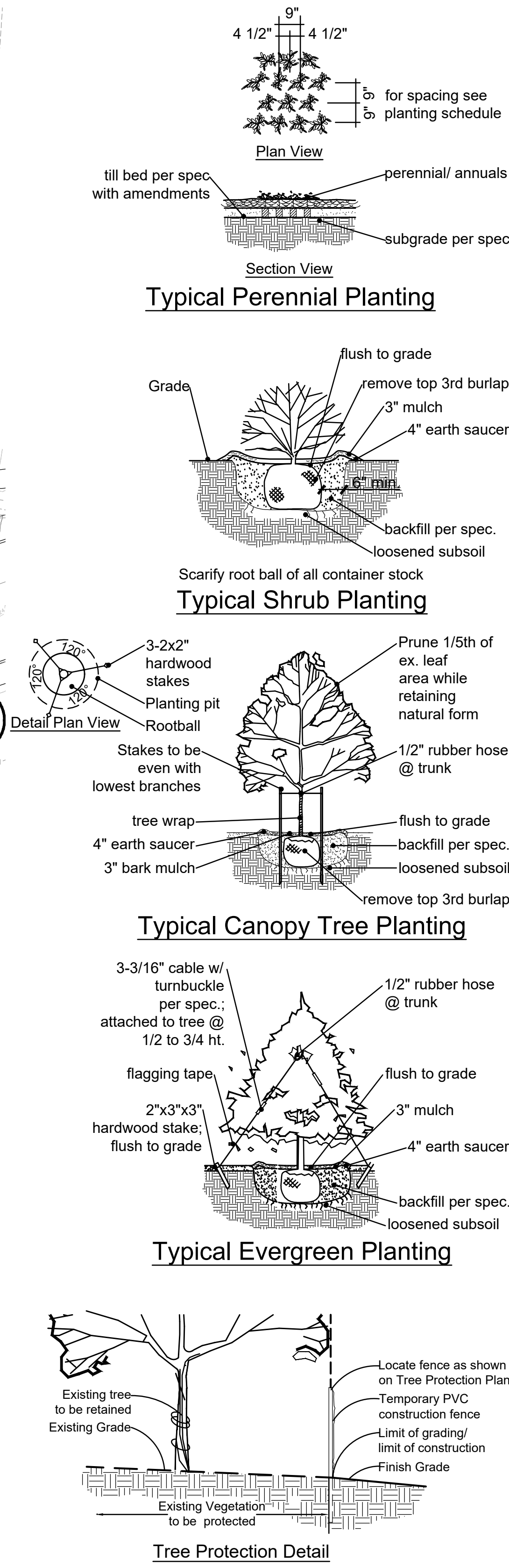
Client Project #: 1540-01838



Tree Condition Rating	
Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

MERCY HEALTHCARE
PRATT CANCER CENTER
EXPANSION - PROTON THERAPY

[illegible]



Tree Inventory			Condition	
ID	Tree Name	DBH	Rating	Comment
27		2		
28		2		
29		2		
30	Linden	3	3	
31	Pin Oak	7	3	
32	Linden	6	3	
33	Austrian Pine	12	2	
34	Austrian Pine	12	2	
35	Austrian Pine	6	2	
36	Austrian Pine	12	2	
37	Austrian Pine	8	2	
38	Austrian Pine	12	3	
39	Austrian Pine	10	2	
40		8		
41	Austrian Pine	12	2	
42	Austrian Pine	12	1	
43	Bald Cypress	18	3	
45	Austrian Pine	13	2	
46	Austrian Pine	8	1	
47	Maple	10		
48	Maple	10		
49	Austrian Pine	12	2	
50	Maple	8		
51	Red Maple	8		
52	Maple	10		
53	Red Maple	12	3	
54	Austrian Pine	12	2	
55	Maple	6		
56	Austrian Pine	8		
57	Austrian Pine	8		
58	Maple	10		
59	Crabapple	6	3	
60	Crabapple	6	1	
61	Crabapple	8	3	
62	Crabapple	6	1	
63	Crabapple	6	3	
64	Crabapple	6	3	
65	Crabapple	6	3	
66	Crabapple	6	3	
67	Crabapple	6	2	
68	Oak	24	2	
70	Amur Maple	3		Poor
71	Amur Maple	3		Clump
72	Amur Maple	3		Clump
73	Amur Maple	3		Clump
74	Amur Maple	3		Clump
75	Amur Maple	7		Clump
76	Amur Maple	4		Clump
77	Amur Maple	10		Clump
78	Amur Maple	8		Clump
79	Pin oak	9	3	
80	Littleleaf linden	7	3	
81	Littleleaf linden	6	3	
82	Littleleaf linden	5	3	
83	Littleleaf linden	5	3	
84	Eastern white pine	14	2	Broken limbs
85	Eastern white pine	9	2	
86	Green ash	18	1	
87	Norway spruce	3	1	
88	Bradford pear	14	2	
89	Bradford pear	14	2	
90	Bradford pear	6	1	
91	Bradford pear	14	2	
92	Bradford pear	8	2	
93	Bradford pear	8	2	
94	Scotch pine	12	2	
95	Japanese maple	2	3	
96	Magnolia	3	2	
97	Juniper	6		
98	Eastern red cedar	7	3	
99	Eastern red cedar	7	3	
100	Eastern red cedar	5	3	
101	Eastern red cedar	5	3	

Tree Condition Rating	
Excellent	4
Good	3
Fair	2
Poor	1
Dead	0

PLANTING SCHEDULE						
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	
CANOPY-SHADE TREES						
A	7	<i>Tilia cordata</i> 'Greenspire'	Greenspire Linden	3" cal.	B&B	
B	3	<i>Quercus shumardii</i>	Shumard Oak	3" cal.	B&B	
C	2	<i>Acer rubrum</i> 'Armstrong'	Armstrong Maple	3" cal.	B&B	
UNDERSTORY-ORNAMENTAL TREES						
G	6	<i>Cercis canadensis</i> 'Forest Pansy'	Forest Pansy Redbud	3" cal.	B&B	
H	3	<i>Betula nigra</i> 'BNMTF'	Dura Heat River Birch	3" cal.	B&B	
J	1	<i>Chionanthus virginicus</i>	Fringetree	3" cal.	B&B	
EVERGREEN TREES						
P	5	<i>Thuja</i> 'Green Giant'	Green Giant Arborvitae	6' h.	B&B	
SHRUBS-GRASSES-PERENNIALS-ANNUALS-GROUNDCOVER						
a	16	<i>Abelia grandiflora</i> 'Rika1'	Bronze Anniversary Abelia	24"	Container	
b	9	<i>Spiraea x media</i> 'Darsnorm'	Snow Storm Spiraea	24"	Container	
c	18	<i>Buxus microphylla</i> 'Bulthouse'	Sprinter Boxwood	24"	Container	
d	22	<i>Weigela florida</i> 'Alexandra'	Wine and Roses Weigela	24"	Container	
e	10	<i>Abelia grandiflora</i> 'Minacara 1'	Funshine Abelia	18"-24"	Container	
f	15	<i>Sporobolus heterolepis</i>	Prairie Dropseed	1 gal.	Container	
g	32 s.f.	<i>Sedum</i> 'Lime Twister'	Sedum SunSparkler Lime Twister	2" c.p.	12" o.c.	

Note: All disturbed landscape areas to have 100% irrigation coverage.

Project Manager _____ Checked By _____
RS RS KP

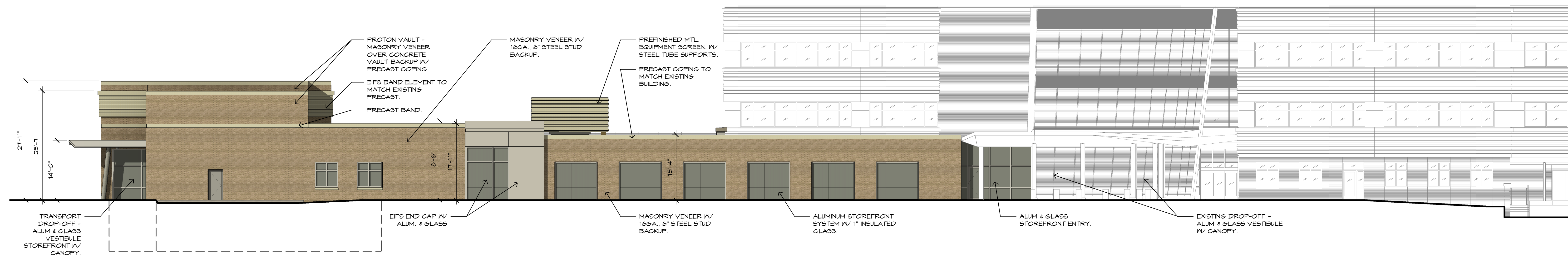
MERCY HEALTHCARE
PRATT CANCER CENTER
EXPANSION - PROTON THERAPY

Client Project #: 1540-01838
Loomis Project #: 739.024

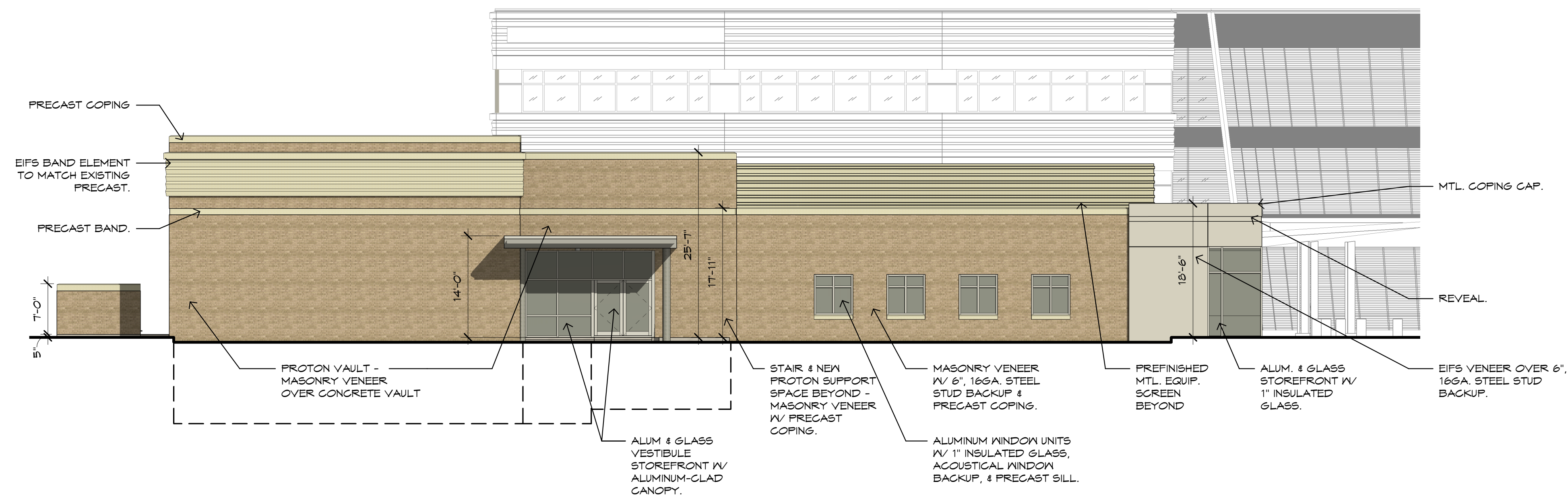
[illegible]

SITE DEVELOPMENT PLAN
LANDSCAPE PLAN

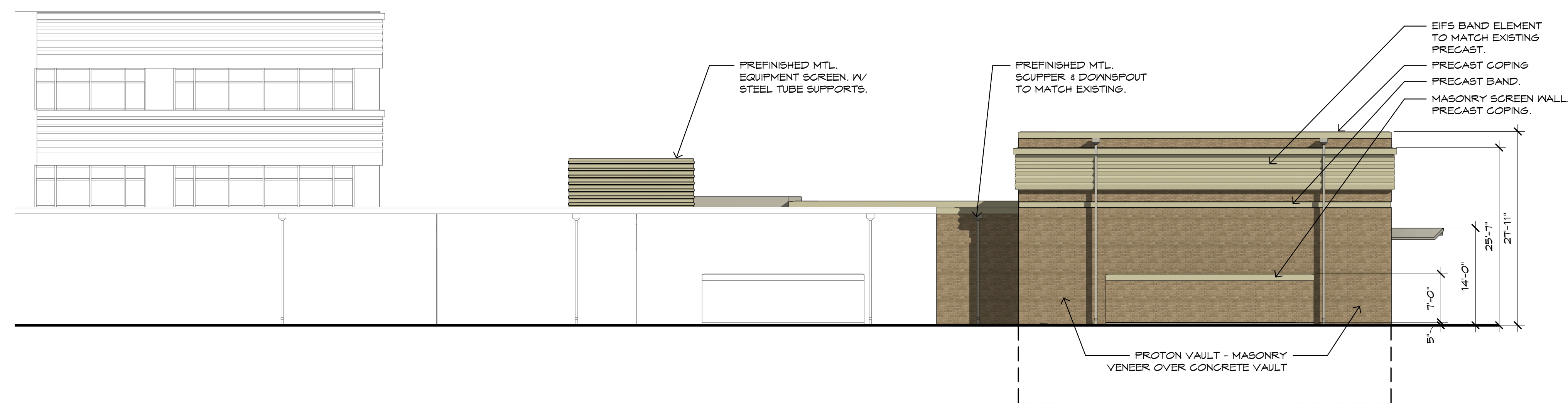
DATE	PROJECT NO.	DRAWING NO.
2/14/2020	1980000	L1.01



1 RENDER EXTERIOR ELEVATION - EAST
3/32" = 1'-0"



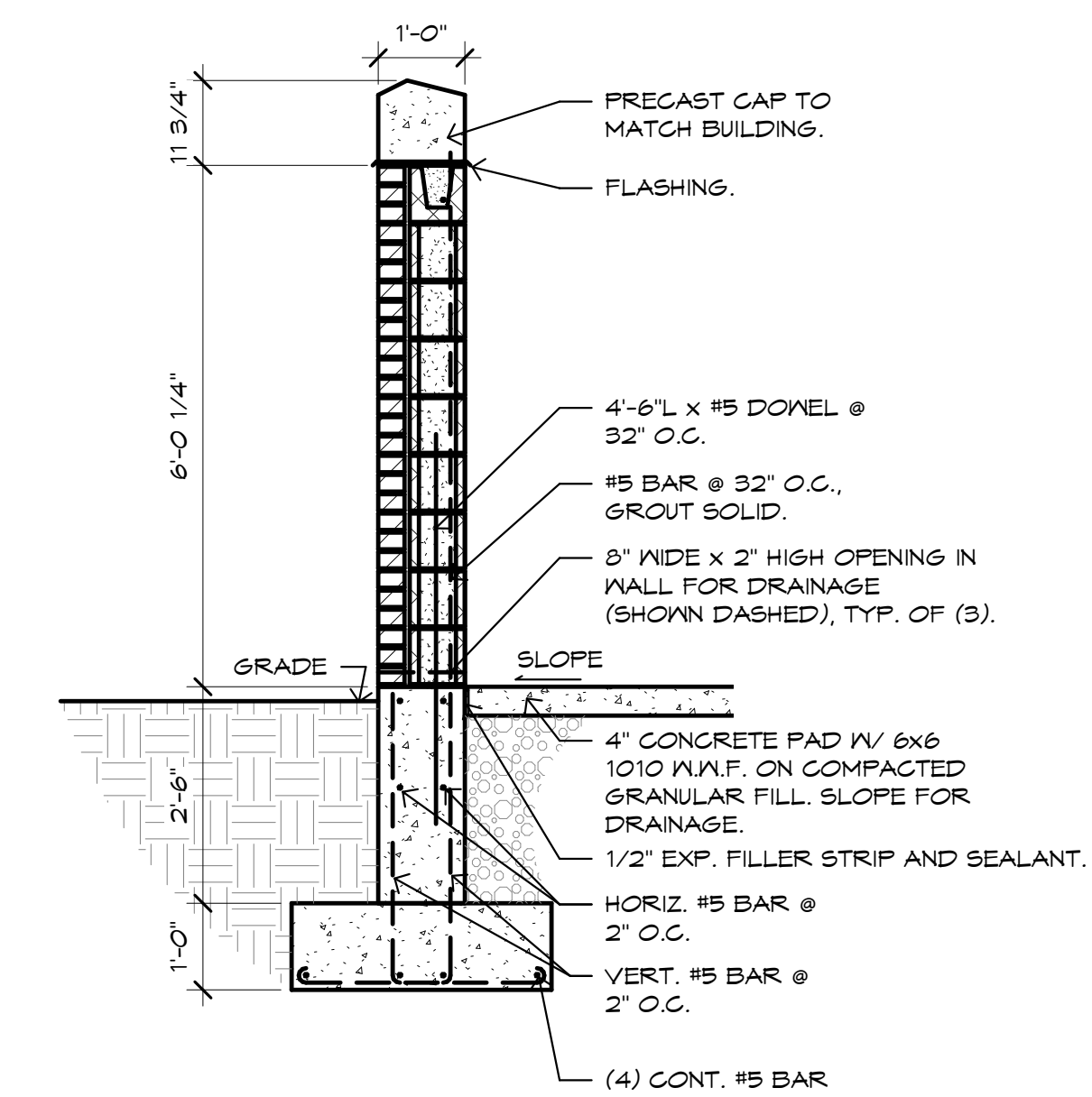
2 RENDER EXTERIOR ELEVATION - SOUTH
3/32" = 1'-0"



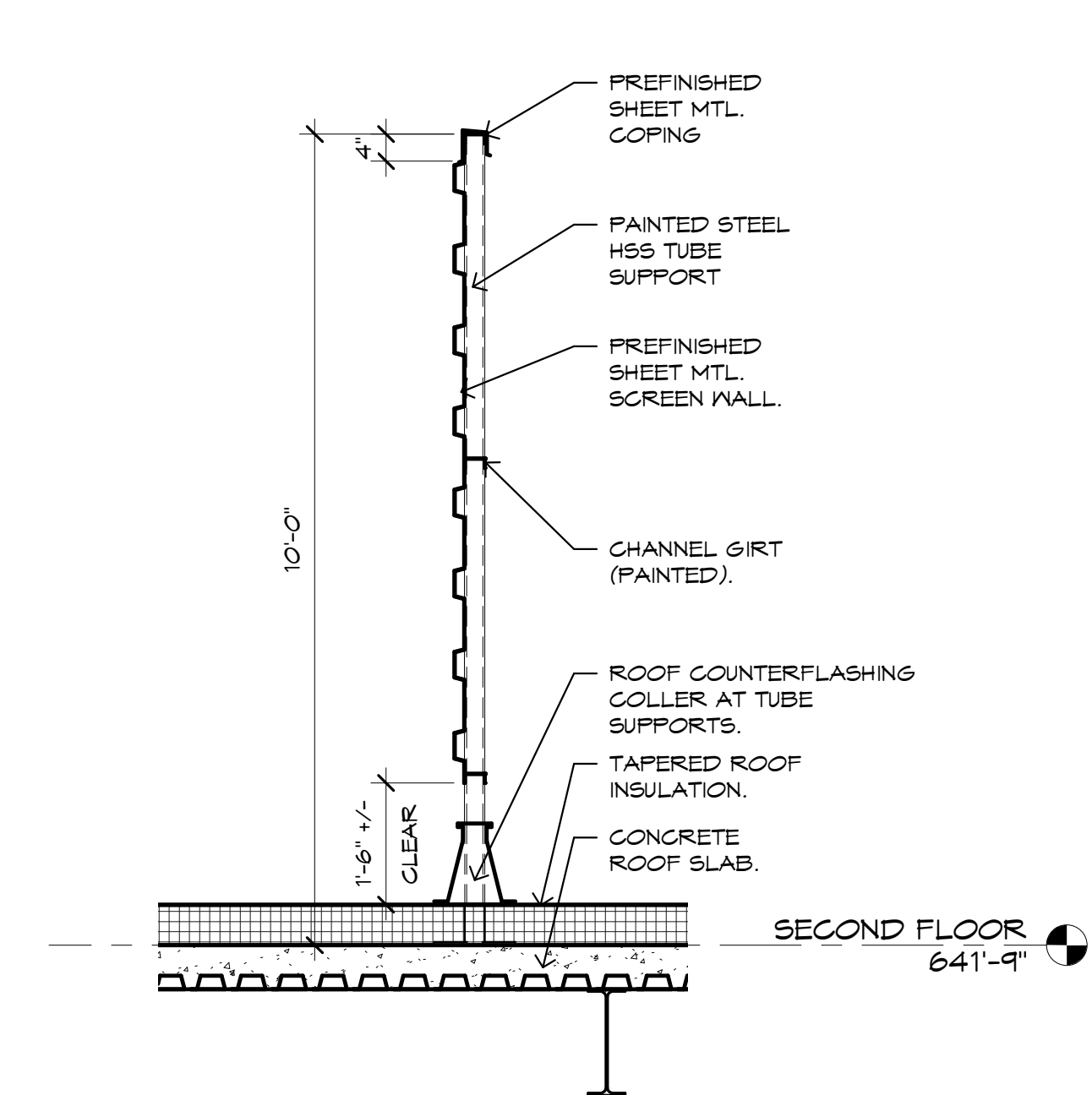
3 RENDER EXTERIOR PERSPECTIVE
3/32" = 1'-0"



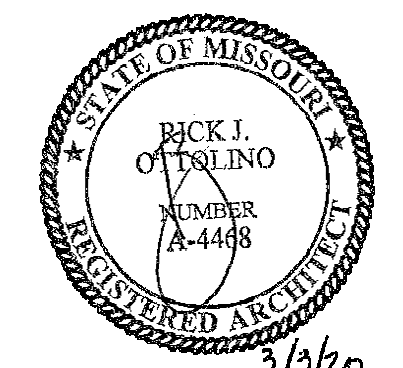
4 RENDER EXTERIOR ELEVATION - WEST
3/32" = 1'-0"



5 DETAIL @ MASONRY SCREEN
1/2" = 1'-0"



6 DETAIL @ ROOF SCREEN
1/2" = 1'-0"



PS1.1
OWH

Offitno Winters Huebner
Planning, Consulting, Inc.

3/13/20

HEIDEMAN ASSOCIATES, INC.
Architects

STUCK & ASSOCIATES
Consulting Engineers, Inc.

loomisAssociates
Architectural Consultants

03/13/2020
OWH # 1560000
Mercy # 1560-01538

Packet Pg. 168



Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 26,400 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Project: **Mercy Pratt Cancer Center**

Location:

Cat.No: **ECF-S-48L-1A-NW-G2-4**

Type: **A**

Lamps: Qty:

Notes: **Fixtures are existing and being relocated to coordinate with the new site configuration.**

Ordering guide

example: ECF-S-64L-900-NW-G2-AR-5-120-HIS-MGY

Prefix	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options					Finish
							Dimming controls	Motion sensing lens	Photo-sensing	Electrical	Luminaire	
ECF-S	48L	1A	NW-G2	AR	4	UNV						
ECF-S EcoForm site and area, small	32L 32 LEDs (2 modules)	530 530 mA 700 700 mA 1A 1050 mA 1.2A 1200 mA	WW-G2 Warm White 3000K, 70 CRI Generation 2 NW-G2 Neutral White 4000K, 70 CRI Generation 2 CW-G2 Cool White 5000K, 70 CRI Generation 2	AR Arm Mount (standard) ⁷ <i>The following mounting kits must be ordered separately (See accessories)</i> SF Slip Fitter Mount ³ (fits to 2 3/8" O.D. tenon) WS Wall mount with surface conduit rear entry permitted RAM Retrofit arm mount kit ²	Type 2 2 Type 2 2-90 Rotated left 90° 2-270 Rotated right 270° Type 3 3 Type 3 3-90 Rotated left 90° 3-270 Rotated right 270° Type 4 4 Type 4 4-90 Rotated left 90° 4-270 Rotated right 270° Type 5 5 Type 5 5W Type 5W AFR Auto Front Row AFR-90 Auto Front Row, Rotated left 90° AFR-270 Auto Front Row, Rotated right 270°	120 120V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 120-277V (50/60Hz) HVU 347-480V (50/60Hz)	DD 0-10V External dimming (by others) ⁴ DCC Dual Circuit Control ^{4,5,6} FAWS Field Adjustable Wattage Selector ^{4,5} SW Interface module for SiteWise ^{4,6,7} LLC Integral wireless module ^{4,6,8} BL Bi-level functionality ^{4,4} DynaDimmer: Automatic Profile Dimming CS50 Safety 50% Dimming, 7 hours ^{4,8} CM50 Median 50% Dimming, 8 hours ^{4,8} CE50 Economy 50% Dimming, 9 hours ^{4,8} DA50 All Night 50% Dimming ^{4,8} CS30 Safety 30% Dimming, 7 hours ^{4,8} CM30 Median 30% Dimming, 8 hours ^{4,8} CE30 Economy 30% Dimming, 9 hours ^{4,8} DA30 All Night 30% Dimming ^{4,8}	IMRI3 Integral with #3 lens ¹⁵ IMRI7 Integral with #7 lens ¹⁶ IMRO Pole mounted motion sensor ¹⁵ (see accessories)	PCB Photocontrol Button ^{8,9} TLRD5 Twist Lock Receptacle 5 Pin ¹⁰ TLRD7 Twist Lock Receptacle 7 Pin ¹⁰ TLRPC Twist Lock Receptacle w/ Photocell ^{9,11}	Fusing F1 Single (120, 277, 347VAC) ⁹ F2 Double (208, 240, 480VAC) ⁹ Pole Mount Fusing FP1 Single (120, 277, 347VAC) ⁹ FP2 Double (208, 240, 480VAC) ⁹ FP3 Canadian Double Pull (208, 240, 480VAC) ⁹ Surge Protection (10kA standard) SP2 Increased 20kA	Square Pole Adapter included in standard product TB Terminal Block ¹² RPA Round Pole Adapter (fits to 3"-3.9" O.D. pole) ¹³ HIS Internal Housing Side Shield ¹⁴	Textured BK Black WH White BZ Bronze DGY Dark Gray MGY Medium Gray Customer specified RAL Specify optional color or RAL (ex: RAL7024) CC Custom color (Must supply color chip for required factory quote)
	48L 48 LEDs (3 modules)	900 900 mA 1A 1050 mA 1.2A 1200 mA										
	64L 64 LEDs (4 modules)	900 900 mA 1A 1050 mA										

- BL-IMRI3/7 equipped with out-boarded sensor housing when voltage is HVU (347-480V)
- Mounts to a 4" round pole with adapter included for square poles.
- Limited to a maximum of 45 degrees aiming above horizontal.
- Not available with other dimming control options.
- Not available with motion sensor.
- Not available with photocontrol.
- Available only in 120 or 277V.
- Not available in 347 or 480V
- Must specify input voltage.
- Dimming will not be connected to NEMA receptacle if ordering with other control options.
- Not available in 480V.
- Not available with DCC.
- Not available with SF and WS. RPAs provided with black finish standard.
- HIS not available with Type 5 and 5W optics.
- Available only with SW, LLC, and BL control options.
- Available only with SW and BL control options.

ECF-S EcoForm small

Area luminaire

EcoForm Accessories (ordered separately, field installed)

Controls Accessories



Pole Mount Motion Sensor

MS-A-120V 120V Input
MS-A-277V 277V Input

Wireless system

Remote mount module

LLCR3-(F) #3 lens

Central Remote Motion Response

(used connected to SiteWise main panel)

MS2-A-FVR-3

MS2-A-FVR-7

Shielding Accessories



House Side shield

Standard optic orientation:

HIS-80-H¹⁴ Internal House Side Shield for 80 LEDs (5 modules)

HIS-96-H¹⁴ Internal House Side Shield for 96 LEDs (6 modules)

Optic at 90 or 270 orientation:

HIS-80-V¹⁴ Internal House Side Shield for 80 LEDs (5 modules)

HIS-96-V¹⁴ Internal House Side Shield for 96 LEDs (6 modules)

14. Not available with Type 5 or 5W optics

Luminaire Accessories



ECF-BD-G2

Bird deterrent

ECF-RAM-G2-(F)

Retrofit Arm mount kit

ECF-SF-G2-(F)

Slip Fitter Mount (fits to 2 3/8" O.D. tenon)

ECF-WS-G2-(F)

Wall mount with surface conduit rear entry permitted

EcoForm PTF2

(pole top fitter fits 23/8-21/2" OD x 4" depth tenon)

PTF2-ECF-S/L-1-90-(F) 1 luminaire at 90°

PTF2-ECF-S/L-2-90-(F) 2 luminaires at 90°

PTF2-ECF-S/L-2-180-(F) 2 luminaires at 180°

PTF2-ECF-S/L-3-90-(F) 3 luminaires at 90°

PTF2-ECF-S/L-4-90-(F) 4 luminaires at 90°

PTF2-ECF-S/L-3-120-(F) 3 luminaires at 120°

EcoForm PTF3

(pole top fitter fits 3-31/2" OD x 6" depth tenon)

PTF3-ECF-S/L-1-90-(F) 1 luminaire at 90°

PTF3-ECF-S/L-2-90-(F) 2 luminaires at 90°

PTF3-ECF-S/L-2-180-(F) 2 luminaires at 180°

PTF3-ECF-S/L-3-90-(F) 3 luminaires at 90°

PTF3-ECF-S/L-4-90-(F) 4 luminaires at 90°

PTF3-ECF-S/L-3-120-(F) 3 luminaires at 120°

EcoForm PTF4

(pole top fitter fits 31/2-4" OD x 6" depth tenon)

PTF4-ECF-S/L-1-90-(F) 1 luminaire at 90°

PTF4-ECF-S/L-2-90-(F) 2 luminaires at 90°

PTF4-ECF-S/L-2-180-(F) 2 luminaires at 180°

PTF4-ECF-S/L-3-90-(F) 3 luminaires at 90°

PTF4-ECF-S/L-4-90-(F) 4 luminaires at 90°

PTF4-ECF-S/L-3-120-(F) 3 luminaires at 120°

(F) = Specify finish

Predicted Lumen Depreciation Data

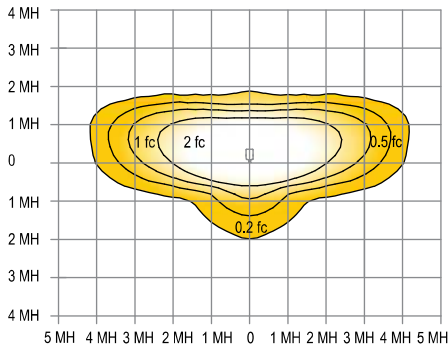
Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology.

Actual experience may vary due to field application conditions. L₇₀ is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published L₇₀ hours limited to 6 times actual LED test hours

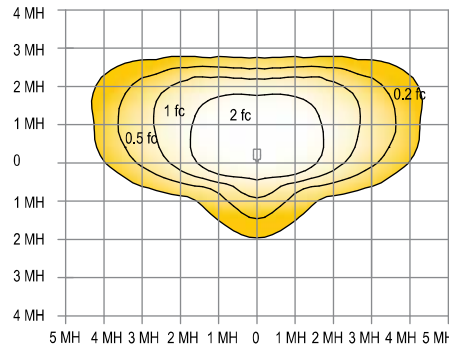
Ambient Temperature °C	Driver mA	Calculated L ₇₀ Hours	L ₇₀ per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1200 mA	>100,000 hours	>60,000 hours	>88%

Optical distribution

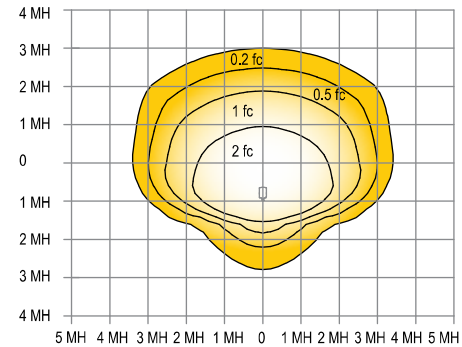
Based on configuration ECF-S-48L-1A-NW-G2 (159W) mounted at 20ft.



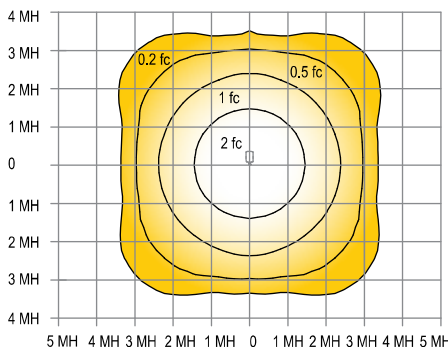
Type 2



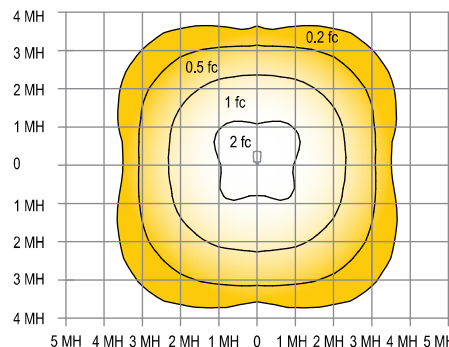
Type 3



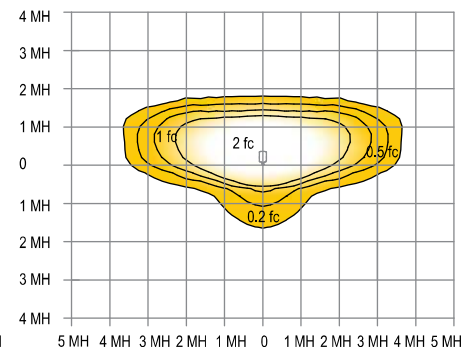
Type 4



Type 5



Type 5W



AFR

ECF-S EcoForm small

Area luminaire

3000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-WW-G2-x	32	530	3000	56	6,178	B2-U0-G1	111	6,044	B1-U0-G2	109	6,323	B1-U0-G2	114
ECF-S-32L-700-WW-G2-x	32	700	3000	73	7,968	B2-U0-G2	109	7,795	B1-U0-G2	107	8,156	B1-U0-G2	112
ECF-S-32L-1A-WW-G2-x	32	1050	3000	106	11,218	B2-U0-G2	106	10,974	B2-U0-G2	104	11,482	B2-U0-G2	109
ECF-S-32L-1.2A-WW-G2-x	32	1200	3000	122	12,443	B3-U0-G2	102	12,173	B2-U0-G2	100	12,736	B2-U0-G3	105
ECF-S-48L-900-WW-G2-x	48	900	3000	135	14,768	B3-U0-G3	109	14,448	B2-U0-G3	107	15,116	B2-U0-G3	112
ECF-S-48L-1A-WW-G2-x	48	1050	3000	159	16,723	B3-U0-G3	105	16,360	B3-U0-G3	103	17,116	B2-U0-G3	108
ECF-S-48L-1.2A-WW-G2-x	48	1200	3000	183	18,564	B3-U0-G3	102	18,162	B3-U0-G3	99	19,001	B3-U0-G4	104
ECF-S-64L-900-WW-G2-x	64	900	3000	178	19,545	B3-U0-G3	110	19,121	B3-U0-G3	108	20,005	B3-U0-G4	113
ECF-S-64L-1A-WW-G2-x	64	1050	3000	206	22,020	B3-U0-G3	107	21,543	B3-U0-G4	105	22,538	B3-U0-G4	109

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 5			Type 5W			Type AFR		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-WW-G2-x	32	530	3000	56	6,400	B2-U0-G1	115	6,672	B3-U0-G2	120	6,458	B3-U0-G2	116
ECF-S-32L-700-WW-G2-x	32	700	3000	73	8,254	B2-U0-G1	113	8,606	B3-U0-G2	118	8,330	B4-U0-G2	114
ECF-S-32L-1A-WW-G2-x	32	1050	3000	106	11,621	B3-U0-G2	110	12,116	B4-U0-G2	115	11,727	B4-U0-G2	111
ECF-S-32L-1.2A-WW-G2-x	32	1200	3000	122	12,890	B3-U0-G2	106	13,440	B4-U0-G2	111	13,008	B4-U0-G2	107
ECF-S-48L-900-WW-G2-x	48	900	3000	135	15,299	B3-U0-G2	113	15,951	B4-U0-G2	118	15,438	B4-U0-G2	114
ECF-S-48L-1A-WW-G2-x	48	1050	3000	159	17,324	B3-U0-G2	109	18,062	B4-U0-G2	114	17,482	B5-U0-G3	110
ECF-S-48L-1.2A-WW-G2-x	48	1200	3000	183	19,231	B3-U0-G2	105	20,051	B5-U0-G3	110	19,407	B5-U0-G3	106
ECF-S-64L-900-WW-G2-x	64	900	3000	178	20,247	B3-U0-G2	114	21,111	B5-U0-G3	119	20,432	B5-U0-G3	115
ECF-S-64L-1A-WW-G2-x	64	1050	3000	206	22,811	B3-U0-G2	111	23,784	B5-U0-G3	116	23,020	B5-U0-G3	112

4000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-NW-G2-x	32	530	4000	56	6,864	B2-U0-G2	123	6,715	B1-U0-G2	121	7,025	B1-U0-G2	126
ECF-S-32L-700-NW-G2-x	32	700	4000	73	8,853	B2-U0-G2	121	8,661	B2-U0-G2	119	9,062	B1-U0-G2	124
ECF-S-32L-1A-NW-G2-x	32	1050	4000	106	12,464	B3-U0-G2	118	12,194	B2-U0-G2	115	12,757	B2-U0-G3	121
ECF-S-32L-1.2A-NW-G2-x	32	1200	4000	122	13,826	B3-U0-G3	114	13,526	B2-U0-G3	111	14,151	B2-U0-G3	116
ECF-S-48L-900-NW-G2-x	48	900	4000	135	16,409	B3-U0-G3	121	16,053	B2-U0-G3	119	16,795	B2-U0-G3	124
ECF-S-48L-1A-NW-G2-x	48	1050	4000	159	18,581	B3-U0-G3	117	18,178	B3-U0-G3	115	19,018	B2-U0-G4	120
ECF-S-48L-1.2A-NW-G2-x	48	1200	4000	183	20,627	B3-U0-G3	113	20,180	B3-U0-G4	110	21,112	B3-U0-G4	116
ECF-S-64L-900-NW-G2-x	64	900	4000	178	21,717	B3-U0-G3	122	21,246	B3-U0-G4	119	22,228	B3-U0-G4	125
ECF-S-64L-1A-NW-G2-x	64	1050	4000	206	24,467	B3-U0-G3	119	23,936	B3-U0-G4	116	25,043	B3-U0-G4	122

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 5			Type 5W			Type AFR		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-NW-G2-x	32	530	4000	56	7,414	B3-U0-G2	133	7,175	B3-U0-G2	129	7,111	B2-U0-G1	128
ECF-S-32L-700-NW-G2-x	32	700	4000	73	9,563	B3-U0-G2	131	9,255	B4-U0-G2	127	9,172	B2-U0-G1	126
ECF-S-32L-1A-NW-G2-x	32	1050	4000	106	13,462	B4-U0-G2	127	13,030	B4-U0-G2	123	12,912	B3-U0-G2	122
ECF-S-32L-1.2A-NW-G2-x	32	1200	4000	122	14,933	B4-U0-G2	123	14,453	B4-U0-G2	119	14,322	B3-U0-G2	118
ECF-S-48L-900-NW-G2-x	48	900	4000	135	17,723	B4-U0-G2	131	17,154	B5-U0-G3	127	16,999	B3-U0-G2	126
ECF-S-48L-1A-NW-G2-x	48	1050	4000	159	20,069	B5-U0-G3	126	19,424	B5-U0-G3	122	19,248	B3-U0-G2	121
ECF-S-48L-1.2A-NW-G2-x	48	1200	4000	183	22,279	B5-U0-G3	122	21,563	B5-U0-G3	118	21,368	B3-U0-G2	117
ECF-S-64L-900-NW-G2-x	64	900	4000	178	23,456	B5-U0-G3	132	22,702	B5-U0-G3	128	22,497	B3-U0-G2	127
ECF-S-64L-1A-NW-G2-x	64	1050	4000	206	26,427	B5-U0-G3	128	25,577	B5-U0-G4	124	25,346	B3-U0-G2	123

ECF-S EcoForm small

Area luminaire

5000K LED Wattage and Lumen Values

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 2			Type 3			Type 4		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-CW-G2-x	32	530	5000	56	6,658	B2-U0-G2	120	6,514	B1-U0-G2	117	6,815	B1-U0-G2	122
ECF-S-32L-700-CW-G2-x	32	700	5000	73	8,588	B2-U0-G2	118	8,402	B2-U0-G2	115	8,790	B1-U0-G2	121
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	12,090	B3-U0-G2	114	11,828	B2-U0-G2	112	12,375	B2-U0-G3	117
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	13,411	B3-U0-G3	110	13,120	B2-U0-G3	108	13,726	B2-U0-G3	113
ECF-S-48L-900-CW-G2-x	48	900	5000	135	15,917	B3-U0-G3	118	15,572	B2-U0-G3	115	16,291	B2-U0-G3	121
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	18,023	B3-U0-G3	114	17,633	B3-U0-G3	111	18,447	B2-U0-G4	116
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	20,008	B3-U0-G3	110	19,574	B3-U0-G4	107	20,479	B3-U0-G4	112
ECF-S-64L-900-CW-G2-x	64	900	5000	178	21,065	B3-U0-G3	118	20,609	B3-U0-G4	116	21,561	B3-U0-G4	121
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	23,733	B3-U0-G3	115	23,218	B3-U0-G4	113	24,291	B3-U0-G4	118

Ordering Code	Total LEDs	LED Current (mA)	Color Temp.	Average System Watts	Type 5			Type 5W			Type AFR		
					Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)	Lumen Output	BUG Rating	Efficacy (LPW)
ECF-S-32L-530-CW-G2-x	32	530	5000	56	6,897	B2-U0-G1	124	7,191	B3-U0-G2	129	6,960	B3-U0-G2	125
ECF-S-32L-700-CW-G2-x	32	700	5000	73	8,896	B2-U0-G1	122	9,276	B3-U0-G2	127	8,978	B4-U0-G2	123
ECF-S-32L-1A-CW-G2-x	32	1050	5000	106	12,524	B3-U0-G2	119	13,058	B4-U0-G2	124	12,639	B4-U0-G2	120
ECF-S-32L-1.2A-CW-G2-x	32	1200	5000	122	13,893	B3-U0-G2	114	14,485	B4-U0-G2	119	14,020	B4-U0-G2	115
ECF-S-48L-900-CW-G2-x	48	900	5000	135	16,489	B3-U0-G2	122	17,192	B4-U0-G2	127	16,639	B5-U0-G3	123
ECF-S-48L-1A-CW-G2-x	48	1050	5000	159	18,671	B3-U0-G2	118	19,467	B5-U0-G3	123	18,841	B5-U0-G3	119
ECF-S-48L-1.2A-CW-G2-x	48	1200	5000	183	20,727	B3-U0-G2	113	21,611	B5-U0-G3	118	20,916	B5-U0-G3	114
ECF-S-64L-900-CW-G2-x	64	900	5000	178	21,822	B3-U0-G2	123	22,753	B5-U0-G3	128	22,021	B5-U0-G3	124
ECF-S-64L-1A-CW-G2-x	64	1050	5000	206	24,586	B3-U0-G2	119	25,634	B5-U0-G3	124	24,810	B5-U0-G4	120

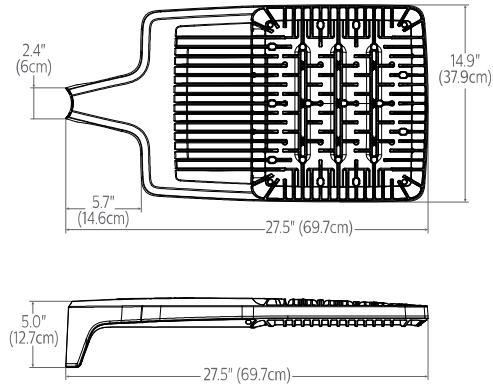
ECF-S EcoForm small

Area lumineuse

Dimensions

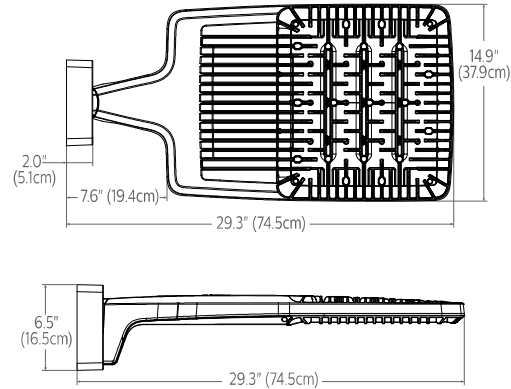
Standard Arm (AR)

Weight: 22 Lbs (9.9 Kg) EPA: 0.21ft² (.019m²)



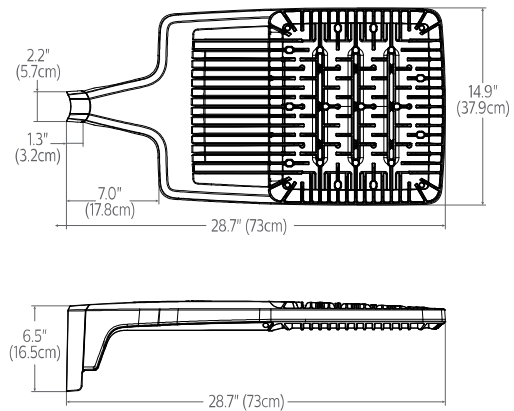
Wall (WS)

Weight: 27 Lbs. (12. 2Kg) EPA: 0.27ft² (.025m²)



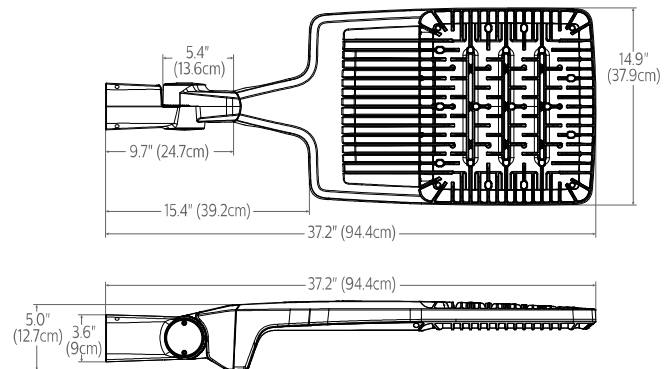
Retrofit Arm (RAM)

Weight: 24 Lbs (10.9 Kg) EPA: 0.24ft² (.022m²)

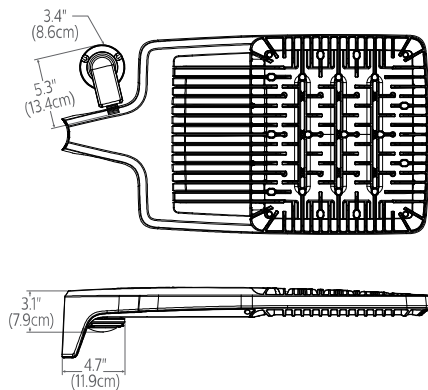


Slip fitter (SF)

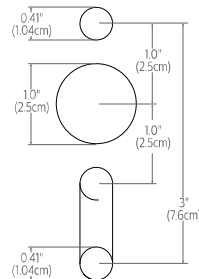
Weight: 27 Lbs (12.2 Kg) EPA: 0.33ft² (.031m²)



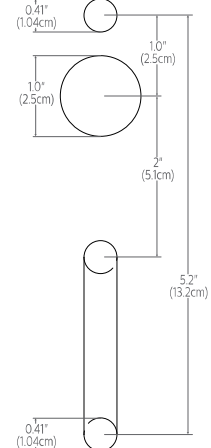
Outboard IMR-HVU sensor



Standard Arm (AR) drill pattern



Retrofit Arm (RAM) drill pattern



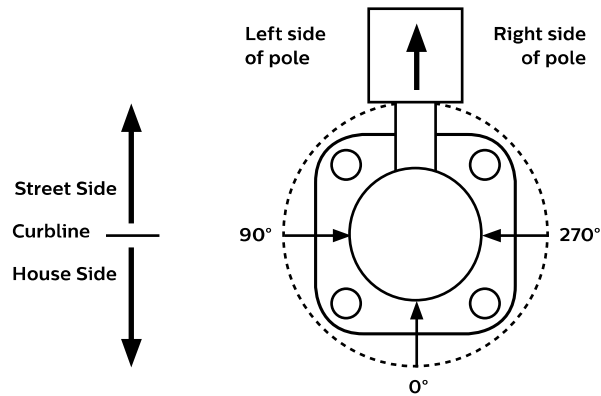
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Area luminaire

Optical Orientation Information

Standard Optic Position

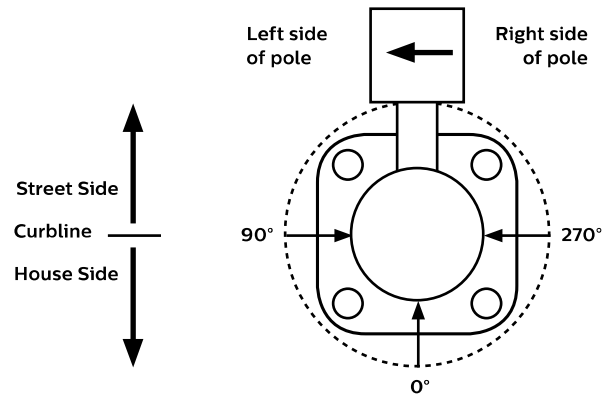
Luminaires ordered with asymmetric optical systems in the standard optic position will have the optical system oriented as shown below:



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Left (90°) Optic Position

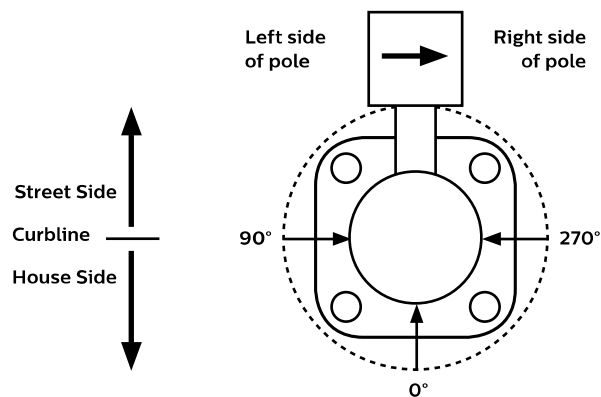
Luminaires ordered with optical systems in the Optic Rotated Left (90°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Optic Rotated Right (270°) Optic Position

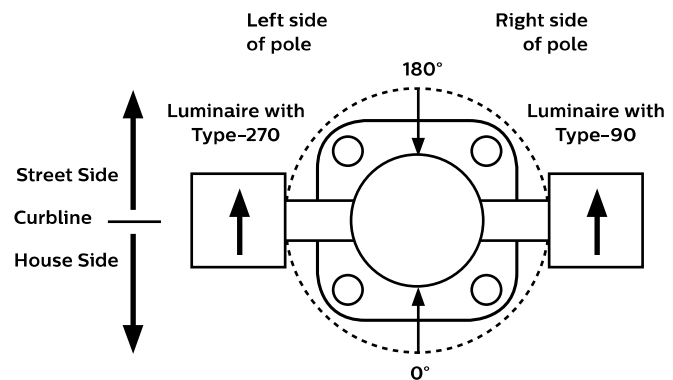
Luminaires ordered with optical systems in the Optic Rotated Right (270°) optic position will have the optical system oriented as shown below (Type 5 and 5W optics are not available with factory set rotatable optics):



Note: The hand hole will normally be located on the pole at the 0° point.

Twin Luminaire Assemblies with Type-90/Type-270 Rotated Optical Systems

Twin luminaire assemblies installed with rotated optical systems are an excellent way to direct light toward the interior of the site (Street Side) without additional equipment. It is important, however, that care be exercised to insure that luminaires are installed in the proper location.



Luminaires with Optic Rotated Right (270°) are installed on the LEFT Side of Pole

Luminaires with Optic Rotated Left (90°) are installed on the RIGHT Side of Pole

Note: The hand hole location will depend on the drilling configuration ordered for the pole.

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Area luminaire

Specifications

Housing

One-piece die cast aluminum housing with integral arm and separate, self-retained hinged, one-piece die cast door frame. Luminaire housing rated to IP66, tested in accordance to Section 9 of IEC 60598-1.

Vibration resistance

Luminaire is tested and rated 3G over 100,000 cycles conforming to standards set forth by ANSI C136.31-2010. Testing includes vibration in three axes, all performed on the same luminaire.

Light engine

Light engine comprises of a module of 16-LED aluminum metal clad board fully sealed with optics offered in multiples of 2, 3, and 4 modules or 32, 48, and 64 LEDs. Module is RoHS compliant. Color temperatures: 3000K +/-125K, 4000K, 5000K +/- 200K. Minimum CRI of 70. LED light engine is rated IP66 in accordance to Section 9 of IEC 60598-1.

Energy saving benefits

System efficacy up to 133 lms/W with significant energy savings over Pulse Start Metal Halide luminaires. Optional control options provide added energy savings during unoccupied periods.

Optical systems

Type 2, 3, 4, 5, 5W, and AFR distributions available. Internal Shield option mounts to LED optics and is available with Type 2, 3, 4, and AFR distributions. Types 2, 3, 4, and AFR when specified and used as rotated, are factory set only. Performance tested per LM-79 and TM-15 (IESNA) certifying its photometric performance. Luminaire designed with 0% uplight (U0 per IESNA TM-15).

Mounting

Standard luminaire arm mounts to 4" O.D. round poles. Can also be used with 5" O.D. poles. Square pole adapter included with every luminaire. Round Pole Adapter (RPA) required for 3-3.9" poles. EcoForm features a retrofit arm kit. When specified with the retrofit arm (RAM) option, EcoForm seamlessly simplifies site conversions to LED by eliminating the need for additional pole drilling on most existing poles. RAM will be boxed separately. Also optional are slipfitter and wall mounting accessories.

Control options

0-10V dimming (DD): Access to 0-10V dimming leads supplied through back of luminaire (for secondary dimming controls by others). Cannot be used with other control options.

Dual Circuit Control (DCC): Luminaire equipped with the ability to have two separate circuits controlling drivers and light engines independently. Permits separate switching of separate modules controlled by use of two sets of leads, one for each circuit. Not recommended to be used with other control options, motion response, or photocells.

SiteWise (SW): SiteWise system includes a controller fully integrated in the luminaire that enables the luminaires to communicate with a dimming signal transmitter cabinet located on site using patented central dimming technology. A locally accessible mobile app allows users to access the system and set functionalities such as ON/OFF, dimming levels and scheduling. SiteWise is available with motion response options in order to bring the light back to 100% when motion is detected. Cannot be used with other control options or photocell options. Additional functionalities are available such as communication with indoor lighting and connection to BMS systems. Complete information on the control system can be found on the SiteWise website at philips.com/sitewise.

Automatic Profile Dimming (CS/CM/CE/CA): Standard dimming profile of 30% or 50% provide flexibility towards energy savings goals while optimizing light levels during specific dark hours. When used in combination with not programmed motion response it overrides the controller's schedule when motion is detected. After 5 minutes with no motion, it will return to the automatic dimming profile schedule. Automatic dimming profile scheduled with the following settings:

- **CS50/CS30:** Security for 7 hours night duration (Ex., 11 PM – 6 AM)
- **CM50/CM30:** Median for 8 hours night duration (Ex., 10 PM – 6 AM)
- **CE50/CE30:** Economy for 9 hours night duration (Ex., 9 PM – 6 AM)
- **CA50/CA30:** for all night (during all dark hours)

All above profiles are calculated from mid point of the night. Dimming is set for 6 hours after the mid point and 1, 2, or 3 hours before depending of the duration of dimming. Cannot be used with other dimming control options.

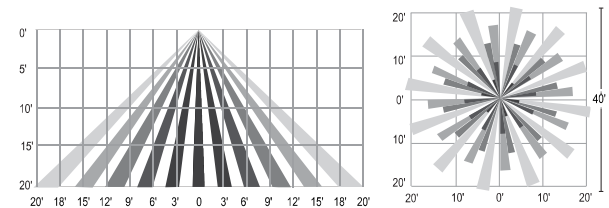
Field Adjustable Wattage Selector (FAWS): Luminaire equipped with the ability to manually adjust the wattage in the field to reduce total luminaire lumen output and light levels. Comes pre-set to the highest position at the lumen output selected. Use chart below to estimate reduction in lumen output desired. Cannot be used with other control options or motion response.

FAWS Position	Percent of Typical Lumen Output
1	25%
2	50%
3	55%
4	65%
5	75%
6	80%
7	85%
8	90%
9	95%
10	100%

Note: Typical value accuracy +/- 5%

Wireless system (LLC): Optional wireless controller integral to luminaire ready to be connected to a Limelight system (sold by others). The system allows you to wirelessly manage the entire site, independent lighting groups or individual luminaires while on-site or remotely. Based on a high-density mesh network with an easy to use web-based portal, you can conveniently access, monitor and manage your lighting network remotely. Wireless controls can be combined with site and area, pedestrian, and parking garage luminaires as well, for a completely connected outdoor solution. Equipped with motion response with #3 lens for 8-25' mounting heights. Also available with remote pod accessory where pod is mounted separate from luminaire to pole or wall.

LLC wireless controller with #3 lens



Motion response options

Bi-Level Infrared Motion Response (BL-IMRI): Motion Response module is mounted integral to luminaire factory pre-programmed to 50% dimming when not ordered with other control options. BL-IMRI is set/operates in the following fashion: The motion sensor is set to a constant 50%. When motion is detected by the PIR sensor, the luminaire returns to full power/light output. Dimming on low is factory set to 50% with 5 minutes default in "full power" prior to dimming back to low. When no motion is detected for 5 minutes, the motion response system reduces the wattage by 50%, to 50% of the normal constant wattage reducing the light level. Other dimming settings can be provided if different dimming levels are required. This can also be done with FSIR-100 Wireless Remote Programming Tool (contact Technical Support for details).

Infrared Motion Response with Other Controls: When used in combination with other controls (Automatic Dimming Profile and SiteWise), motion response device will simply override controller's schedule with the added benefits of a combined dimming profile and sensor detection. In this configuration, the motion response device cannot be re-programmed with FSIR-100 Wireless Remote Programming Tool. The profile can only be re-programmed via the controller.

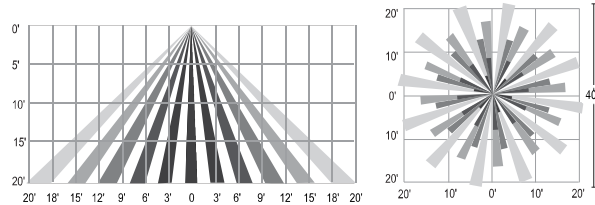
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Area luminaire

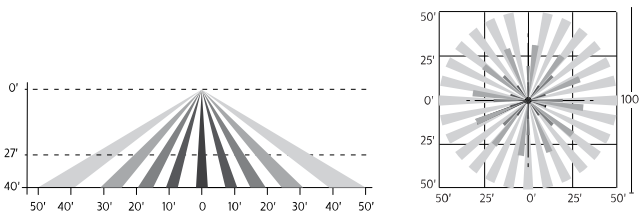
Specifications

Infrared Motion Response Lenses (IMRI3/IMRI7): Infrared Motion Response Integral module is available with two different sensor lens types to accommodate various mounting heights and occupancy detection ranges. Lens #3 (IMRI3) is designed for mounting heights up to 20' with a 40' diameter coverage area. Lens #7 is designed for higher mounting heights up to 40' with larger coverage areas up to 100' diameter coverage area. See charts for approximate detection patterns:

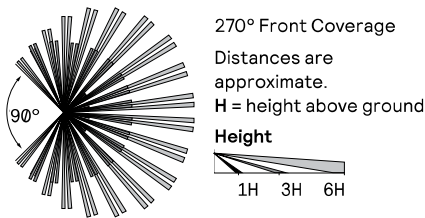
IMRI3 Luminaire or remote mount controller with #3 lens



IMRI7 Luminaire or remote mount controller with #7 lens



Infrared Motion Response Outboard (IMRO): Infrared Motion Response Outboard can be used in combination with automatic profile dimming and stand alone motion response. The pole mounted motion sensor is a PIR (passive infrared) device that can be mounted to a pole. One motion sensor per pole is required. Sensor finish is white Wattstopper EW-200-120-W or the EW-200-277-W. Order MS-A-120 or MS-A-277 separately. IMRO sensors require single voltage 120V or 277V input. If motion is detected during the time that the luminaire is operating at profile dimming mode specified, the luminaire returns to 100% power and light output. The luminaire remains on high until no motion is detected for the duration period, after which the luminaire returns back to automatic profile dimming. Duration period is factory set at 15 minutes, and is field adjustable from 5 minutes up to 15 minutes. The area motion detector provides coverage equal to up to 6 times the sensor height above ground, 270° from the front-center of the sensor (see chart for approximate detection patterns).



Pole Details: IMRO requires that the pole include additional hand hole 15 feet above the pole base, normally oriented 180° to the standard hand hole. For Gardco poles, order the pole with the Motion Sensor Mounting (MSM) option

which includes the hand hole and a special hand hole cover plate for the sensor with a 1/2" NPT receptacle centered on the hand hole cover plate into which the motion sensor mounts. Once the motion sensor is connected to the hand hole cover plate, then wiring connections are completed in the pole. The plate (complete with motion sensor attached and wired) is then mounted to the hand hole. If poles are supplied by others, the customer is responsible for providing suitable mounting accommodations for the motion sensor in the pole (see Gardco Poles specification sheets for more information).

Electrical

Twist-Lock Receptacle (TLRD5/TLRD7/TLRPC): Twist Lock Receptacle with 5 pins enabling dimming or with 7 pins with additional functionality (by others) can be used with a twistlock photoelectric cell or a shorting cap. Dimming Receptacle Type B (5-pin) and Type D-24 (7-pin) in accordance to ANSI C136.41. Can be used with third-party control system. Receptacle located on top of luminaire housing. When specifying receptacle with twistlock photoelectric cell, voltage must be specified. When ordering Twist-lock receptacle (TLRD5 or TLRD7), photocell or shorting cap is not included.

Driver: Driver efficiency (>90% standard). 120-480V available (restrictions apply). Open/short circuit protection. Optional 0-10V dimming to 10% power. RoHS compliant.

Button Photocontrol (PCB): Button style design for internal luminaires mounting applications. The photocontrol is constructed of a high impact UV stabilized polycarbonate housing. Rated voltage of 120V or 208-277V with a load rating of 1000 VA. The photocell will turn on with 1-4Fc of ambient light.

Surge protection (SP1/SP2): Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA. 20kV / 10kA surge protection device that provides extra protection beyond the SP1 10kV/10kA level.

Listings

UL/cUL wet location listed to the UL 1598 standard, suitable for use in ambient temperatures from -40° to 40°C (-40° to 104°F). Most EcoForm configurations are qualified under Premium and Standard DesignLights Consortium® categories. Consult DLC Qualified Products list to confirm your specific luminaire selection is approved. CCTs 3000K and warmer are Dark Sky Approved.

Finish

Each standard color luminaire receives a fade and abrasion resistant, electrostatically applied, thermally cured, triglycidal isocyanurate (TGIC) textured polyester powdercoat finish. Standard colors include bronze (BZ), black (BK), white (WH), dark gray (DGY), and medium gray (MGY). Consult factory for specs on optional or custom colors.

Service Tag

Each individual luminaire is uniquely identifiable, thanks to the Service tag application. With a simple scan of a QR code, placed on the inside of the mast door, you gain instant access to the luminaire configuration, making installation and maintenance operations faster and easier, no matter what stage of the luminaire's lifetime. Just download the APP and register your product right away. For more details visit: signify.com

Warranty

EcoForm luminaires feature a 5-year limited warranty. See signify.com/warranties for complete details and exclusions.

The information presented in this document is not intended as any commercial offer and does not form part of any quotation or contract.



LEASE AGREEMENT

This **LEASE AGREEMENT** (the "**Lease**") is made and entered into as of this 1st day of ~~November, 2011~~, between

January 2012
TEMPLE EMANUEL, a Missouri not-for-profit religious corporation ("**Landlord**"), and

ST. JOHN'S MERCY HEALTH CARE, a Missouri not-for-profit corporation ("**Tenant**").

WITNESSETH:

1. **Leased Premises**. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the following described "**Leased Premises**": the main, paved parking lot located to the east of Landlord's Temple Building and accommodating approximately 100 parked vehicles and presently being rented by Tenant pursuant to a lease agreement which expires on December 31, 2008. *em*

2. **Use**.

(a) Subject to Landlord's reservation of limited use as set forth in Paragraph (b) of this Section 2, the Leased Property shall be used and occupied by Tenant for the parking of its employees' vehicles and vehicles driven by non-employees working at or on the Tenant's main hospital campus, and for no other purpose whatsoever; provided, however, that the Tenant shall not use or occupy the Leased Premises for any unlawful business, use or purpose.

(b) Landlord specifically reserves the right to use all or a part of the Leased Premises for parking by its employees, staff, members, parishioners and their guests, in accordance with the provisions set forth below:

(i) Landlord shall have the exclusive use of the entire Leased Premises on two (2) High Holy Days (Rosh Hashanah and Yom Kippur) of each year during the Lease term. At Tenant's request, Landlord shall furnish advance notice of the date of such High Holy Days.

(ii) Landlord shall, also, have the right, upon the giving of not less than two (2) days notice to Tenant to the exclusive use of the Leased Premises for the purpose of providing parking for its parishioners and guests in connection with the conduct of funeral services; provided, however, that Tenant shall be entitled to reduction of rent for each such day at an amount equal to one thirtieth (1/30th) of the applicable monthly rent.

(iii) Further, Landlord shall have the right on a daily basis to utilize such parking spaces as may be reasonably necessary to accommodate its employees and

staff members. It shall have the right to utilize the spaces as may be necessary on Friday nights, and Saturday and Sunday mornings to accommodate parishioners for religious service and Sunday School operations. The use of the Leased Premises as provided in this paragraph (iii) shall not unreasonably interfere with the Tenant's use of the premises for parking as provided in subsection 2(a), above.

3. **Term.** The Term of this Lease shall be for **three (3) years** commencing on January 1, 2012, and ending on December 31, 2014, both dates inclusive. Unless otherwise stated, the word "Term" shall mean the three year period commencing January 1, 2012.

4. **Rent.** The Tenant shall pay to the Landlord as annual rent during the Lease Term the sum of Seventy Two Thousand, Eight Hundred, Fifty-Two Dollars (\$72,852). In no event shall the rent for any Lease Year be less than the rent for the prior Lease Year; provided, however, that if the rent is reduced pursuant to Section 25, the rent for a Lease Year may be less than the rent for the prior Lease Year.

The annual rent during the Term shall be due and payable in advance and without demand, in twelve (12) equal monthly installments on the first day of each month throughout the Term, with a monthly installment of rent for the first month of the Lease Term in the amount of Six Thousand, Seventy-One Dollars (\$6071.00) being due and payable January 1, 2012. All sums hereunder are payable without deduction, abatement or set-off of any nature whatsoever, at the office of the Landlord at 12166 Conway Road, St. Louis, Missouri 63141, or at such other place as the Landlord may from time to time designate in writing. All past due obligations of the Tenant shall bear interest at the rate of twelve percent (12%) per annum.

5. **Utilities.** Tenant shall contract for in its own name, and Tenant shall pay when due, all charges for utilities and utility services used in connection with the Leased Premises. Landlord shall have no liability to Tenant whatsoever arising out of or in connection with or based upon the discontinuance or interruption of such utility services.

6. **Notice of Intent to Sell.** If, at any time during the Term, Landlord decides to sell all or any part of its real property, of which the Premises are a part, it shall give written notice thereof to Tenant and shall afford Tenant the opportunity to participate with other prospective purchasers in good faith negotiations for the purchase of the real property which is intended to be sold.

7. **Insurance Provisions.**

(a) **Casualty Insurance.** During the Term hereof, Landlord shall obtain and maintain, and shall be responsible for the payment of and shall pay all premiums for, fire and all standard extended coverage casualty insurance (the "**Casualty Insurance**") for the Premises, for the full insurable value thereof, and with loss of rental income coverage, with insurers acceptable to Landlord; said Casualty Insurance to name the Landlord as the named insured.

(b) Public Liability Insurance. The Tenant shall at its own cost and expense, during entire Term of this Lease, carry and maintain Comprehensive Public Liability insurance, naming Landlord as an additional insured, in such form as shall protect the Landlord as well as the Tenant, from any loss, cost, damage or liability on account of bodily injury, including death, resulting therefrom, or property damage occurring upon or about the Leased Premises or ways adjacent thereto; the coverage and protection of such insurance on account of injuries to one person, including death, shall be not less than Two Million Dollars (\$2,000,000), and subject to the same limit for each person, the total liability on account of any one occurrence resulting in injuries to more than one person, including death, shall be not less than Two Million dollars (\$2,000,000). Property damage coverage shall be not less than Five Hundred Thousand Dollars (\$500,000). Alternatively, Tenant may provide evidence of self-insurance.

(c) Policies and Certificates. All such insurance required to be maintained by Tenant shall be with companies reasonably satisfactory to Landlord, and all such insurance shall include endorsements that the insurer will not modify or cancel the policies without thirty (30) days' prior written notice to Landlord. Duly executed certificates of the policies shall be delivered to Landlord prior to commencement of this Lease and upon renewals of said policies not less than thirty (30) days prior to the expiration of such coverage.

(d) Insured Risks. Notwithstanding anything to the contrary contained in this Lease, the Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge the other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Premises, or covered by insurance in connection with property on or the activities conducted at the Leased Premises, regardless of the cause of the damage or loss. This release shall apply only to the extent that such loss or damage is covered by insurance and only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies.

8. Maintenance and Repairs. The Tenant agrees that, during the Term, Tenant shall (at its sole cost and expense) keep the Leased Premises in good order, condition and repair, and shall keep all Tenant Improvements to the Leased Premises in good order, condition and repair, and shall make and perform any and all repairs, maintenance, upkeep and replacements required, necessary or appropriate in respect of the Leased Premises, including (but not limited to) all required, necessary or appropriate, **(a)** ordinary, routine, extraordinary, foreseen, unforeseen repairs, maintenance, upkeep of the Leased Premises; **(b)** paving, repaving, resurfacing and/or restriping of parking areas and drives; and **(c)** trash, rubbish, dirt, snow and ice removal, landscaping and grounds care. Notwithstanding the above, Tenant shall not be responsible for repairs caused by negligence of Landlord, its employees or guests.

9. Tenant Improvements. No alteration, addition or improvement to the Leased Premises shall be made by the Tenant without the written consent of the Landlord. Any alteration, addition or improvement made by the Tenant after such consent shall have been given, and any fixtures or items installed by Tenant (including but no limited to, light fixtures) shall become the property of the Landlord upon the expiration or sooner

termination of the Lease, and Tenant shall reimburse Landlord for additional taxes, cleaning or maintenance expense, if any, resulting from such items.

10. Surrender Upon Termination. Within sixty (60) days prior to the expiration of this Lease, Tenant, at its cost, shall resurface the Leased Premises and at the expiration of the Lease Term surrender the Leased Premises in good condition. No notice shall be required to terminate the Term of this Lease as herein provided, and the Term of this Lease shall expire on the termination date herein mentioned without notice being required from either party. In the event that Tenant or any party holding under Tenant shall holdover the Leased Premises beyond the expiration of the Term of this Lease, whether by limitation or forfeiture, such party shall pay one hundred fifty percent (150%) rent hereunder during such holdover period.

11. Tenant Default. If Tenant defaults in the payment of rent, or any other monetary obligation hereunder, for more than five (5) days after written notice of such default by the Landlord, or if Tenant defaults in the performance of any other covenant, agreement, condition, rule or regulation herein contained or provided for, or hereafter established, for more than thirty (30) days after written notice of such default by the Landlord, then Landlord may exercise and enforce any and all rights and remedies available to Landlord at law or in equity, and/or in addition Landlord shall have the right either: (a) to terminate this Lease and Tenant's right to possession of the Leased Premises, or (b) to terminate only the Tenant's right to possession of the Leased Premises; and in either such event Landlord shall have the right to re-enter and/or repossess the Leased Premises, and dispose and remove therefrom the Tenant, or other occupants thereof, all without being liable for any prosecution or damages therefore. In either event the Landlord shall be entitled to recover from the Tenant, in addition to the rents, all expenses incurred in connection with such default, including repossession costs, legal expenses and attorney's fees (whether or not suit is filed); and all expenses incurred in connection with efforts to relet the Leased Premises, including, advertising and brokerage commissions; and all such expenses shall be reimbursed by Tenant as additional rent, whether or not such default is subsequently cured. If the Landlord elects to terminate only the Tenant's right to possession, then the Landlord may, at its option, accelerate the entire amount then remaining unpaid under the Lease and recover same forthwith from Tenant, together with all other charges recoverable hereunder, and thereafter Landlord shall pay over to Tenant the net proceeds of any total or partial reletting. If Landlord terminates only the Tenant's right to possession, then the Landlord may relet the Leased Premises for the account of the Tenant (either in the name of the Landlord or Tenant). Except as otherwise provided herein, Tenant waives demand for rent, demand for possession, notice of forfeiture, notice of termination and any and all other demands or notices required by law. If Landlord incurs any expenses, including court costs and reasonable attorney's fees, as a result of a default by Tenant under this Lease, then the Tenant shall reimburse the Landlord for all such expenses incurred by Landlord as a result of such default by Tenant, whether or not such default is subsequently cured.

12. No Waiver. The failure or delay of Landlord in requiring strict performance by Tenant of any of Tenant's obligations or options hereunder, shall not constitute a waiver of such covenant or option or Landlord's right to require strict performance thereof.

13. Landlord Right of Entry. The Landlord and its representatives may enter the Leased Premises at any reasonable time, for the purpose of inspecting the Leased Premises, performing Landlord's obligations under this Lease, performing any work which the Landlord elects to undertake for the safety, preservation, benefit or welfare of the Leased Premises, performing any work which the Landlord elects to undertake made necessary by reason of the Tenant's default.

14. Casualty. If, at any time during the lease term, the Leased Premises shall be damaged or destroyed by casualty, so as to render the Leased Premises unquestionably untenable for 120 days, or so as to render the Leased Premises unquestionably untenable when less than twenty percent (20%) of the Term remains unexpired, then either party may elect, within thirty (30) days from the date of casualty, to terminate the Lease effective on the 10th day after such election. Any dispute hereunder shall be determined by an independent architect mutually agreed upon by Landlord and Tenant.

In any of the aforesaid circumstances, rental shall abate proportionately during the period and to the extent that the Leased Premises is unfit for use by Tenant in the ordinary conduct of its business. If the Lease is not terminated by reason of such casualty, then Landlord shall repair and restore the Leased Premises at Landlord's expense, with all reasonable speed and promptness, subject to delays arising from shortage of labor or material, acts of God, war or other conditions beyond Landlord's reasonable control; provided, however, that Landlord shall not be required to restore any alterations, additions or improvements made by or for Tenant which would not belong to Landlord upon the expiration of this Lease.

15. Condemnation. If all of the Leased Premises is taken by condemnation, this Lease shall terminate on the date when the Leased Premises shall be so taken, and the rent shall be apportioned as of such date. If part of the Leased Premises is taken by condemnation and the Leased Premises is thereby rendered not reasonably suitable for the continued conduct for Tenant's use, taking into consideration the use immediately prior to the taking, then either party may elect by giving written notice to the other, to terminate this Lease. In the event of such termination, all charges and rentals shall be apportioned as of the date of taking. If the taking involves a part of the Leased Premises and if neither party elects to terminate this Lease, then, with respect to the part not taken, the rent shall be reduced by the percentage of the number of parking spaces lost as a result of such condemnation bears to 100.

16. Assignment and Subletting. Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the Leased Premises or any part thereof to be used by others, without the written consent of Landlord in each instance, which consent shall not be unreasonably withheld, and any attempt to do any of the foregoing without Landlord's consent shall be void. Notwithstanding any consent by Landlord to an assignment or subtenancy, the Tenant shall remain jointly and severally liable (along with each approved assignee or subtenant who shall automatically become liable for all obligations of Tenant hereunder) and Landlord shall be permitted to enforce the provisions of this instrument directly against the undersigned Tenant and/or assignee or subtenant without proceeding in any way against any other persons. This Lease may be assigned by Landlord.

17. **Landlord's Liability.** Except where caused by Landlord's, its employee's and/or agent's negligence, the Landlord shall not be responsible or liable to the Tenant for any injury or damage resulting from acts or omissions of persons occupying or entering upon the Leased Premises or any portion thereof.

18. **Mortgages.** This Lease is and shall be subordinate to all existing and future mortgages and deeds of trust ("**Mortgages**") encumbering the Premises; provided that the holder of any such existing or future Mortgage shall have the right, by written notice to Tenant given prior to any foreclosure sale, to declare this Lease senior to such Mortgage. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any Mortgage made by the Landlord covering the Leased Premises, Tenant shall at the option of the holder of any such Mortgage or at the option of any purchaser at foreclosure, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

19. **Environmental Provisions.** Tenant (for itself and its employees, agents, permitted licensees, successors and assigns) covenants, promises and agrees that it will not use, manufacture, store, treat, transport, refine, handle, produce or dispose of any Hazardous Materials in, at, on, under, upon or from the Premises; excepting in all events in strict compliance with all applicable governmental laws, ordinances, regulations and requirements. Tenant (for itself and its employees, agents, successors and assigns) further covenants, promises and agrees that it will not discharge, deposit, inject, dump, leak, spill, place or allow escape of any Hazardous Materials in, at, on, under, upon or from the Premises, or into the sewer system serving the Premises. Tenant agrees to and shall indemnify, defend and hold Landlord harmless from and against any and all claims, demands, liabilities, damages, suits, actions, judgments, fines, penalties, losses, removal and/or remedial costs and/or charges, costs and expenses (including attorney's fees) arising or resulting from, or suffered, sustained or incurred by Landlord as a result of, any breach by Tenant of any of its covenants in this Section. As used herein, the term "Hazardous Materials" shall mean any asbestos, flammable substances, explosives, radioactive materials, PCB-laden oil, hazardous materials, hazardous waste, pollutants, contaminants, toxic substances, under any federal, state or local laws, ordinances, rules, regulations or policies governing use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of such materials, including without limitation, Section 9601 of Title 42 of the United States Code. The terms and provisions of this Section shall survive the expiration or early termination of this Lease.

20. **Notices.** Any notice under this Lease shall be in writing and shall be deemed to be duly given only when mailed by U.S. certified mail, return receipt requested, addressed to the parties at the addresses hereinafter set forth, or at such other address as one party may, by written notice, register with the other party.

If to Landlord: **Temple Emanuel**
12166 Conway Road
St. Louis, Missouri 63141
Attention: President

If to Tenant: **St. John's Mercy Health Care**
Attention: Real Estate Services
645 Maryville Center, Suite 100
St. Louis, Missouri 63141

21. Successors and Assigns. The covenants, conditions and agreements contained in this Lease shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and such assigns and subtenants as may be permitted hereunder.

22. Entire Agreement; Amendment; Counterparts; Facsimile. This Lease constitutes the sole and entire contract and agreement between the parties relative to the Leased Premises. No representations as to the Leased Premises have been made by the Landlord to the Tenant either directly or indirectly prior to or at the execution of this Lease that are not herein expressed. This Lease may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any such waiver, amendment, modification, change or discharge is sought. This Lease may be executed in one or more counterparts, all of which shall constitute one and the same agreement. This Lease and any amendment hereto may be executed via facsimile, and the parties agree that facsimile execution hereof shall be fully binding and effective.

23. Interpretation and Construction of Lease. All words which refer to Landlord and Tenant shall be considered to be of the gender and number required. The section headings are for the convenience of reference only, and in no way define, limit or describe the scope of any part of this Lease, nor are they to be considered as forming a part of this Lease or affecting it. This Lease relates to Leased Premises situated in the State of Missouri, and shall be governed by and construed in accordance with the laws thereof, and as having been jointly drafted by the parties.

24. Mutual Indemnity. Each party (the "Indemnitor") agrees to defend, indemnify and hold harmless the other party (the "Indemnatee") from all claims, causes of action, liabilities, injuries, damages and expenses, including reasonable attorneys' fees, which are not covered by insurance, arising out of the Indemnitor's (i) failure of performance of its obligations hereunder; and (ii) acts or omissions of the Indemnitor at the Premises.

25. Building Expansion. If, during the initial term, or either of the extended terms, Landlord elects to change the present configuration of its existing building, which change will result in a loss of available parking spaces, Landlord shall give Tenant not less than four (4) months prior written notice thereof, the Lease Premises shall be adjusted accordingly, and the rent shall be reduced by Sixty and 71/100 Dollars (\$60.71), per month, for each lost parking space. The reduction in rent shall commence as of the month in which the spaces cease to be available to Tenant.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

TEMPLE EMANUEL, a Missouri not-for-profit religious corporation

By: Steven N. Strauss
Print: Steven N. Strauss
Title: Vice-President

TENANT:

ST. JOHN'S MERCY HEALTH CARE, a Missouri not-for-profit corporation

By: Cheryl Matejka
Print: Cheryl Matejka
Title: CFO

BILL NO. 5695ORDINANCE NO. 5573

**AN ORDINANCE APPROVING A SITE CONCEPT PLAN FOR MERCY HOSPITAL
CAMPUS AND SITE DEVELOPMENT PLAN FOR A 260,100 SQUARE FOOT
OUTPATIENT CENTER ON THE SOUTH CAMPUS**

WHEREAS, Section 405.310 (D) of the Municipal Code states that any site concept plans and development and/or redevelopment plans for properties within "PH" Planned Hospital district require Planning and Zoning Commission and City Council review and approval; and

WHEREAS, an application was made by George Stock, Stock & Associates, on behalf of Mercy Health East Communities at 615 S. New Ballas Road, for approval of a new site concept plan for the Mercy Campus and site development plan for a new 260,100 sq. ft. outpatient center located at 12120, 12130 Conway Road & 3011 Ballas Road; and

WHEREAS, a public hearing was held by the Creve Coeur Planning and Zoning Commission on Monday, February 05, 2018, beginning at 6:30 p.m., or immediately following the close of the previous agenda item, on said application for the site development plan as provided by Section 405.1070(D)(2); and

WHEREAS, notice of said public hearing had been previously published at least 15 days prior to the hearing, in the St. Louis Countian, a newspaper of general circulation in the City of Creve Coeur and otherwise posted and published in accordance with the Zoning Ordinance; and

WHEREAS, the Planning and Zoning Commission reviewed and, by a 5-0 vote, recommended approval of the site development plan, subject to conditions, at its meeting on Monday, February 05, 2018; and

WHEREAS, all parties desiring to be heard, either for or against said application, were given an opportunity to be heard, and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the Council; and this Bill having been read by title in open meeting two times before final passage by the City Council, and

WHEREAS, the City Council being fully informed finds that approving the site development plan for the property would be in harmony with and bear a substantial relation to the public welfare, health, safety, comfort and convenience of the citizens of the City of Creve Coeur and in the public interest and in good zoning practice.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, St. Louis County, Missouri, as follows:

Section 1: The Site Development Plan is hereby approved subject to all applicable statutes, ordinances, rules and regulations, and the following conditions:

1. The Applicant is required to submit a Building Permit application, as required by Article II of the Building Code. Exterior elevations shall be in substantial conformance with the building elevations as received on January 22, 2018, as bound together and submitted in conjunction with Application #18-002 by Stock and Associates, and as amended below.
2. The applicant is required to submit Site Improvement Plans, showing all exterior site improvements, for all new construction to the Division of Planning for review, as required by Section 410.380 of the Subdivision and Land Development Regulations (Subdivision Code). The Site Improvement Plans shall be in substantial conformance with the "Site Development Plans," and the "Landscape Plan" received on January 22, 2018, as bound together and submitted in conjunction with Application #18-002 by Stock and Associates, and as amended below.
3. The connection between the parking structure and the main building shall be revised to provide for a more architecturally and meaningful designed connection that makes it one overall structure in order to comply with the Zoning Requirements as discussed in the

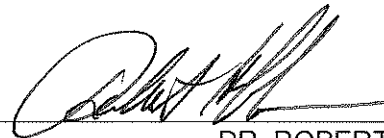
BILL NO. 5695ORDINANCE NO. 5513

Planning and Zoning Commission meeting of February 5, 2018 for the Zoning Administrator's approval.

4. Additional pedestrian connection between the north and south campus shall be added at the lighted access on Conway Road, and all internal sidewalks shall comply with Section 405.730 of the City's Zoning Ordinance.
5. The access drive in front of the Ronald McDonald House to Conway Road shall be removed, and the median extended, with improved wayfinding signage and pavement marking for eastbound traffic on Conway Road.
6. The Applicant shall amend the Master Sign Plan to include the entire South Campus area for review by the Commission with final approval by the City Council.
7. The Applicant shall provide proper tree protection of the existing tree grove at the northeast corner of the site.
8. The Applicant shall comply with MoDOT requirements for any improvements.
9. An underground irrigation system shall be installed as required under Section 405.540(10). All landscaping shall be maintained per the approved Landscape Plan and any vegetation that is totally or predominantly dead and/or disfigured due to disease or injury shall be replaced as needed and in a prompt and workmanlike manner as dictated by accepted horticultural standards.
10. All lighting shall be installed or modified to be in conformance with Section 405.680, Lighting, of the Zoning Ordinance.
11. Any ground mounted mechanical equipment installed for the site shall be properly screened with approved materials. The service area enclosure shall be brick-faced to match the building, subject to the Zoning Administrator's approval.
12. All signs and banners shall be in conformance with Article VIII, Sign Regulations, of the Zoning Code, and in substantial compliance with the amended Master Sign Plan discussed above to be submitted for review by the Planning and Zoning Commission and approved by City Council prior to any sign permits being issued.
13. Failure to comply with any one or all of the conditions of this permit shall be adequate cause for the revocation of said permit by the City Council, provided, however, no permit shall be revoked without prior notice to the owner of the intention of the City Council to revoke this permit and reasonable time granted to the owner to correct or remedy any such breach of conditions, except for repeated breaches or violations.
14. A site development plan granted by the City Council shall be valid only for a period of one year from the date it grants approval thereof, unless within such period: (1) a building permit is obtained and construction is begun and pursued to completion; or (2) if a building permit is not required, an occupancy permit is obtained and the use of the building commenced. The City Council may grant extensions to the one (1) year period of not more than one hundred and eighty (180) days each, without notice or hearing, provided that a written request for such extension is filed by the original applicant and approved by the City Council prior to the date the permit is scheduled to expire.

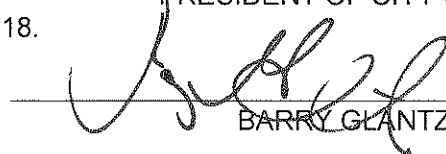
Section 2: This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS 26 DAY OF February, 2018.



DR. ROBERT HOFFMAN
PRESIDENT OF CITY COUNCIL

APPROVED THIS 26 DAY OF February, 2018.



BARRY GLANTZ, MAYOR

ATTEST:



DEBORAH RYAN, CITY CLERK



Mercy Health East Communities:

March 16, 2020 City of Creve Coeur Planning & Zoning Commission:

Application #20-005: Site Concept Plan Amendment and Site Development Plan Approval
- 17,230 s.f. addition to Pratt Cancer Center.

Existing Zoning : Planned Hospital “PH” Zoning District

Development Team:

Mr. George Stock, P.E. – President – Stock & Associates Consulting Engineers, Inc.
(designated agent for Mercy)

Mr. Donald Kalicak – V.P. Business Development & Planning and Executive Administration (Mercy)

Mr. Chris Viviano, CHC – Senior Project Engineer (Mercy)

Mr. Rick Ottolino– Principal – Ottolino Winters Huebner

Mr. Rusty Saunders – Loomis Associates (Landscape Architect)

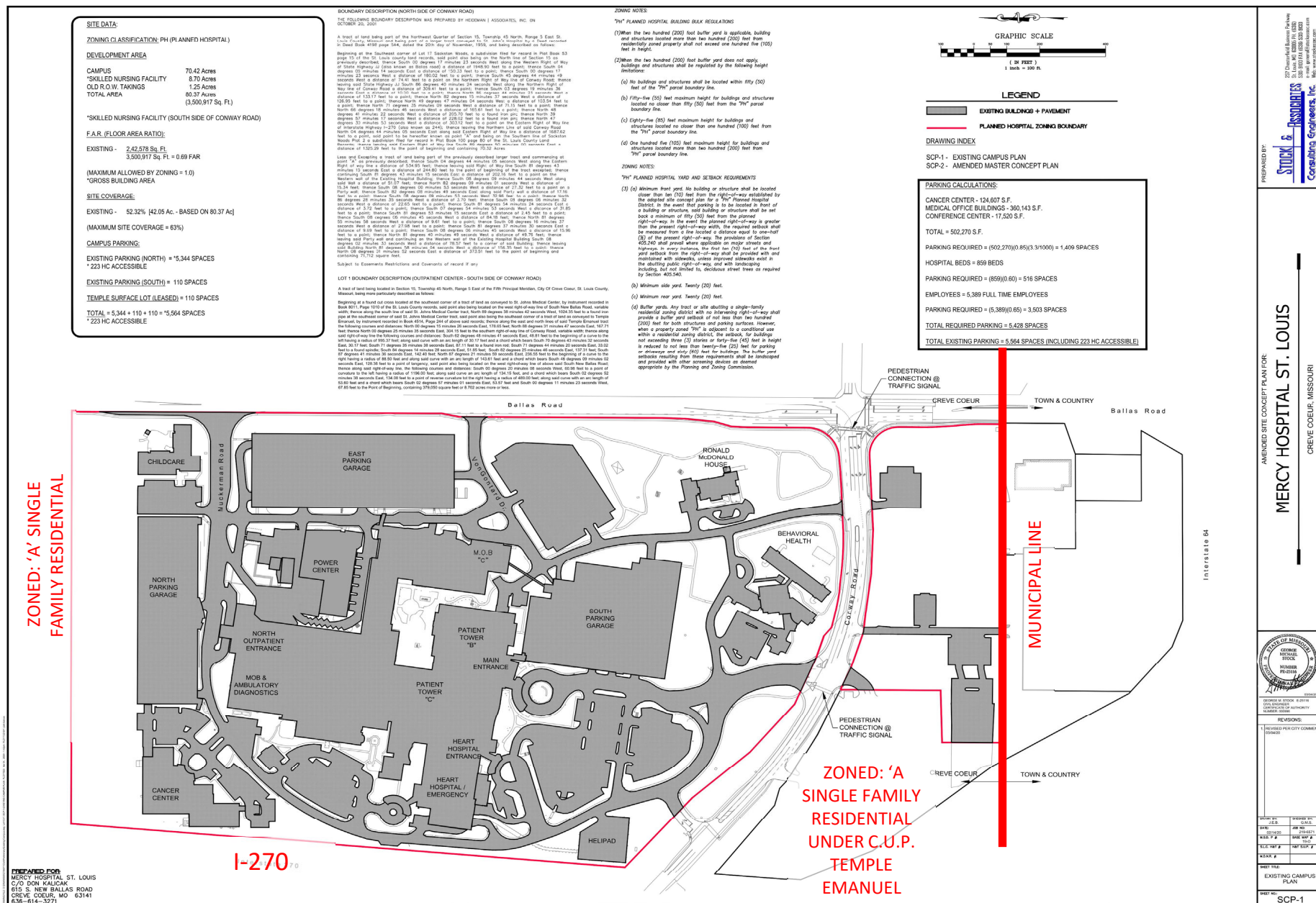
Mr. Josh Barcus, P.E. – Associate – Stock & Associates Consulting Engineers, Inc.

Staff Report Summary & RECOMMENDATIONS

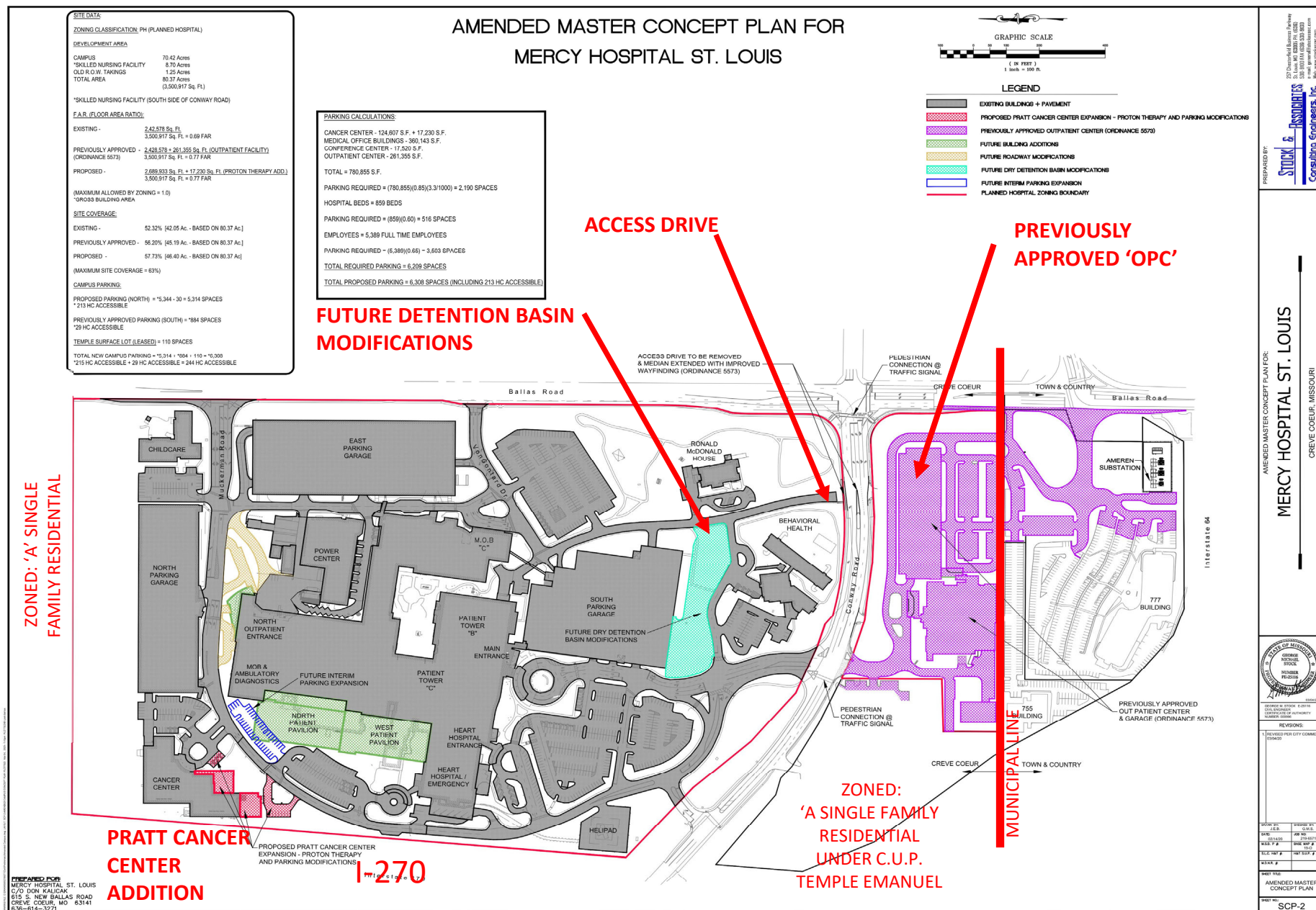
- Request: New 17,230 s.f. addition to Pratt Cancer Center & Modified Stormwater Basin
- Zoning: 'PH' Planned Hospital
- Amended Site Concept Plan
 - Amended to include 17,230 s.f. Pratt Cancer Center Addition & Modified Stormwater Basin (OK)
 - Amended to remove drive access from Conway Road new the Behavioral Health Center and Ronald McDonald House (Discuss)
 - This area is used for various hospital operations and staging.
 - Shared parking Agreement with Temple Emmanuel
 - Temporarily approved until Outpatient Center Parking structure is completed. (OK)
- Site Development Plan
 - Elevations to replace EIFS material with precast stone and provide the brick banding along the base of the addition to match the existing building. The roof parapet should be increased, and the mechanical screening lowered to fully screen the equipment and limit the visibility of screening. The design of the screening should match the existing screening material. (Discuss)
 - EIFS is requested to remain at the vault and south east corner lantern component. This material will be similar to precast and much easier to match. All other items within this are OK.
 - Video detection cameras on the traffic signal located at the northern entrance on Ballas and any necessary controller cabinet modifications shall be in conjunction with other traffic improvements undertaken in Ordinance 5573. (OK)
- Comprehensive Plan Review
 - Expansion is consistent with the City's plan. Access drive between Behavioral Health and Ronald McDonald House to be removed.
- Zoning Review
 - Proposal meets zoning regulations – with exceptions noted above.
- Landscaping – Consistent with zoning regulations
- Lighting – Existing light standards and low-level lighting being relocated as part of the plan, utilizing LED standards.

+/- 70.42 Acres Main Campus
+/- 8.70 Acres – OPC Approved 2018

EXISTING 52.32% COVERAGE

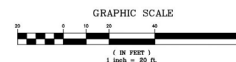


AMENDED CAMPUS PLAN
+/- 70.42 Acres Main Campus
PROPOSED 57.73% COVERAGE
+/- 8.70 Acres – OPC Approved 2018



SITE DEVELOPMENT PLAN

SITE DEVELOPMENT PLAN FOR MERCY HEALTHCARE PRATT CANCER CENTER EXPANSION - PROTON THERAPY A Tract of Land in the Northwest 1/4 of Section 15 Township 45 North, Range 5 East St. Louis County, Missouri



DRAWING INDEX

- SDP-1 SITE DEVELOPMENT PLAN
- SDP-2 SITE SECTIONS
- ES-P1 ELECTRIC SITE PLAN - PHOTOMETRIC
- TS1.01 TREE SURVEY
- L1.01 LANDSCAPE PLAN
- PS1.1 ARCHITECTURAL ELEVATIONS & EXTERIOR PERSPECTIVE

BUILDING ADDITION = 17,230 S.F.

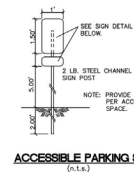
42 EXISTING PARKING SPACES
12 PROPOSED PARKING SPACES
NET REDUCTION OF 30 SPACES

SITE INFORMATION:

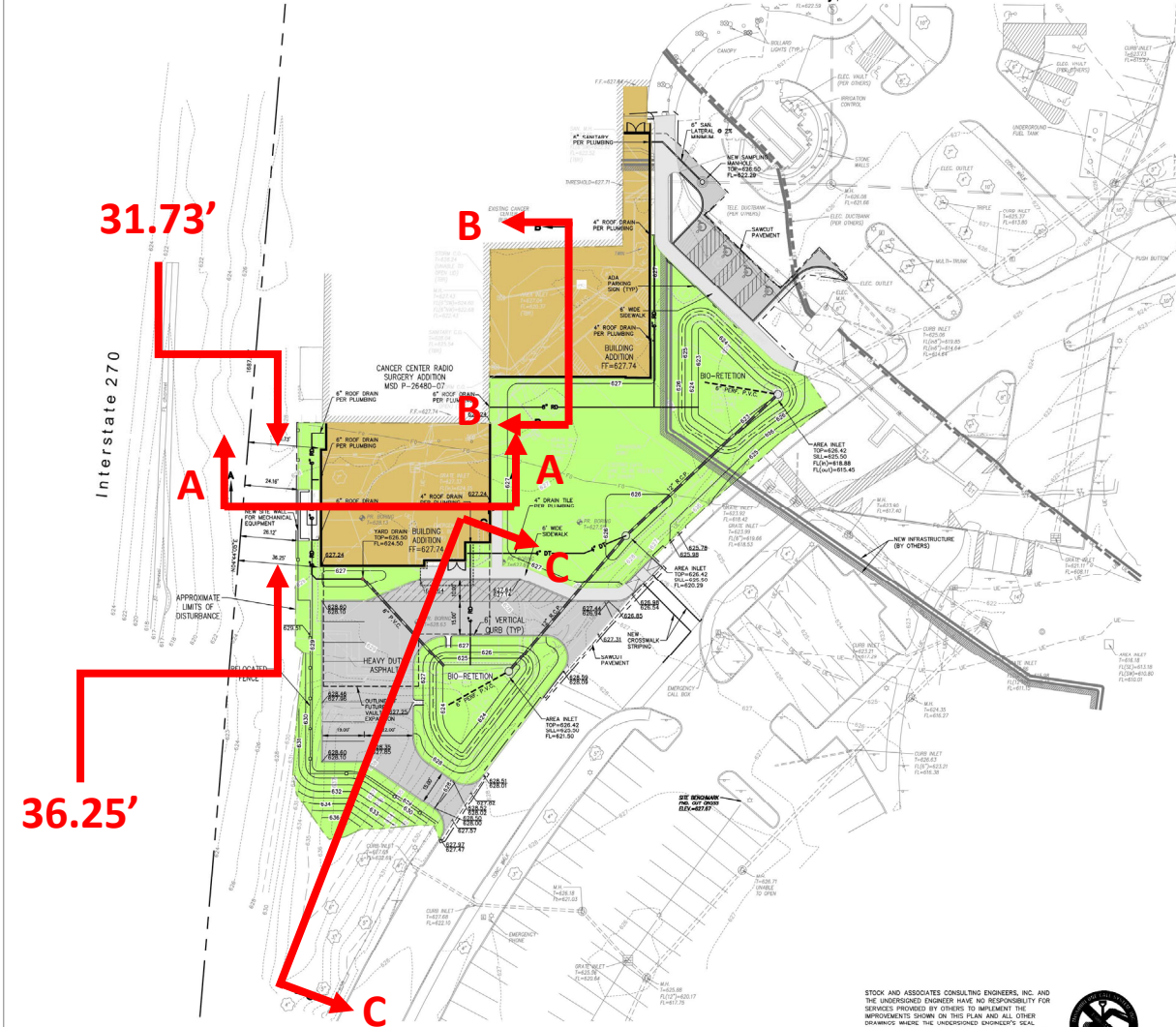
OWNER: MERCY HOSPITAL ST. LOUIS
ADDRESS: 621 S. NEW BALLAS ROAD
LOCATOR NUMBERS: 190610106
ZONING: PLANNED HOSPITAL
FIRE DISTRICT: CREVE COEUR FIRE DISTRICT
SCHOOL DISTRICT: PARKWAY SCHOOL DISTRICT
SEWER SERVICE: MSD
WATER SERVICE: MAINC
GAS SERVICE: SPIRE
ELECTRIC SERVICE: AMEREN
PHONE SERVICE: AT&T



FOR ALL PARKING SPACES ADJOINING A SIDEWALK, PLACE WHEEL STOPS 2.5 FT. (MIN.) FROM FACE OF CURB.



STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. AND THE UNDERSIGNED ENGINEER HAVE NO RESPONSIBILITY FOR SERVICES PROVIDED BY OTHERS TO IMPLEMENT THE IMPROVEMENTS SHOWN ON THIS PLAN AND ALL OTHER DRAWINGS MADE. THE UNDERSIGNED ENGINEER'S SEAL APPEARS. THE CONSTRUCTION MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE OWNER AND CONTRACTOR. STOCK AND ASSOCIATES CONSULTING ENGINEERS, INC. HAS NO RESPONSIBILITY TO VERIFY FINAL IMPROVEMENTS AS SHOWN ON THIS PLAN UNLESS SPECIFICALLY ENGAGED AND UNDERSIGNED FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXTENT, NON-EXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES, WHETHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING



PREPARED FOR
MERCY HOSPITAL ST. LOUIS
C/O DON KALICK
615 S. NEW BALLAS ROAD
CREVE COEUR, MO 63141
636-614-3271

OWH

Ottolino Winters Huebner
Planning Architecture Interior Architecture
200 South Brentwood Ave., St. Louis, MO 63108 Telephone (314) 721-6889

HEIDEMAN ASSOCIATES, INC.
A Sub-Company
Missouri State Certificate of Authority # 001194
3401 Lakeside Industrial Center
Fenton, MO 63320
636.403.3200

ARC, LLC
3900 Laclede Highway
Fairview Heights, IL 62208
PH: 618.332.0505 FX: 618.332.0889

STOCK & ASSOCIATES
Consulting Engineers, Inc.

Missouri State Certificate of Authority # 000996
257 Chestnut Business Parkway
St. Louis, MO 63105
636.530.9100

REVIEW BY: [Signature] DATE: 03/10/20
CHECKED BY: [Signature] DATE: 03/10/20
DESIGNED BY: [Signature] DATE: 03/10/20



GEORGE M. STOCK, E-20116 CIVIL
ENGINEER CERTIFICATE OF
AUTHORITY NUMBER: 000996

Project Manager: [Signature] Checked By: [Signature]

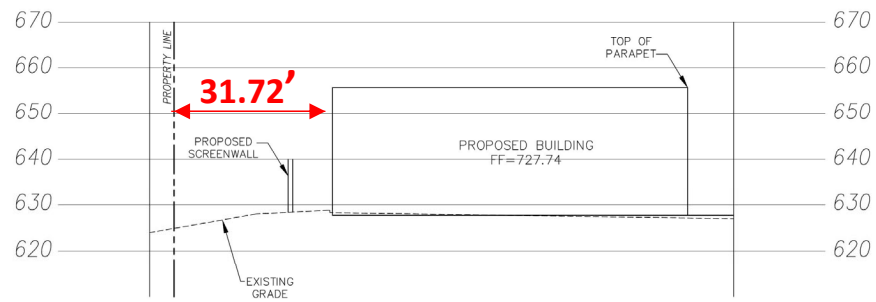
**MERCY HEALTHCARE
PRATT CANCER CENTER
EXPANSION - PROTON THERAPY**
607 S. NEW BALLAS RD. #3300
ST. LOUIS, MO

1. REVISED PER CITY COMMENTS	03/10/20
2. ADDED SECTION PER CITY COMMENT	03/10/20
NO. _____	DATE _____
REVISIONS	

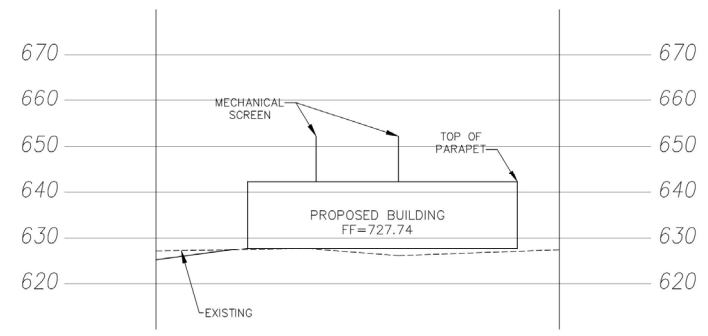
SITE DEVELOPMENT PLAN

DATE	02/14/20	STOCK PROJECT NO.	219-6571	DRAWING NO.	SDP-1
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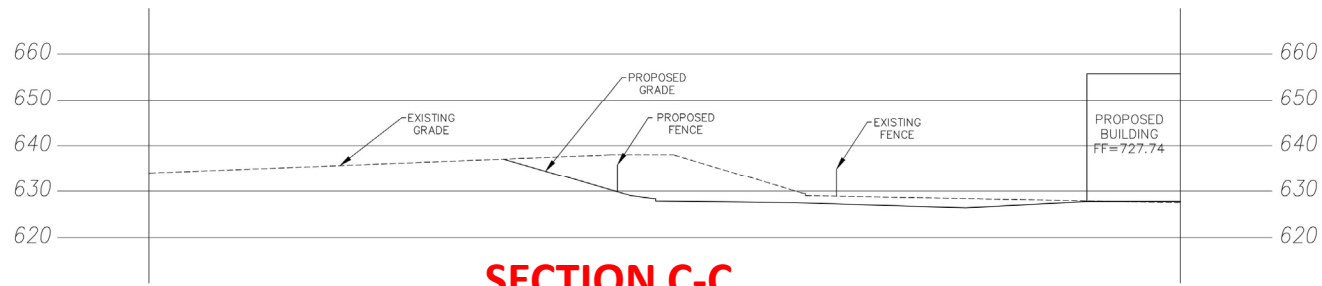
SITE SECTIONS



SECTION A-A



SECTION B-B



SECTION C-C

OWH
Ottolino Winters Huebner
Planning Architecture Interior Architecture
201 South Main Street, St. Louis, MO 63101 Telephone: (314) 721-4600

HEIDEMAN ASSOCIATES, INC.
A Sub-Company
MO State Certificate of Authority # 001194
2401 Laclede Village Industrial Court
Fenton, MO 63026
636.492.3200

ASAC, LLC
1809 Laclede Highway
Farmington Hills, MI 48334
Ph: 418.625.1807 Fx: 418.625.6809

STOCK & ASSOCIATES
Consulting Engineers, Inc.
MO State Certificate of Authority # 000996
2717 Chestnut Business Parkway
St. Louis, MO 63105
636.520.9100

DATE: 02/14/20	SCALE: 1"=20'-0"	REV: 001	NO.:
BY: J.E.S.	CHK: J.E.S.	APP: J.E.S.	NO.:
DATE: 02/14/20	SCALE: 1"=20'-0"	REV: 001	NO.:
BY: J.E.S.	CHK: J.E.S.	APP: J.E.S.	NO.:

03/10/20
GEORGE M. STOCK E-28116 CIVIL
ENGINEER CERTIFICATE OF
AUTHORITY NUMBER: 000996

Project Manager	Checked By
J.E.S.	G.M.S.

MERCY HEALTHCARE
PRATT CANCER CENTER
EXPANSION - PROTON THERAPY

607 S. NEW BALLAS RD. #3300
ST. LOUIS, MO

Client Project # 194-0138

1	REVISED PER CITY COMMENTS	03/04/20
2	ADDED ARCHITECTURAL JOINTS	03/04/20
3		
4		
5		
6		
7		
8		
9		
10		

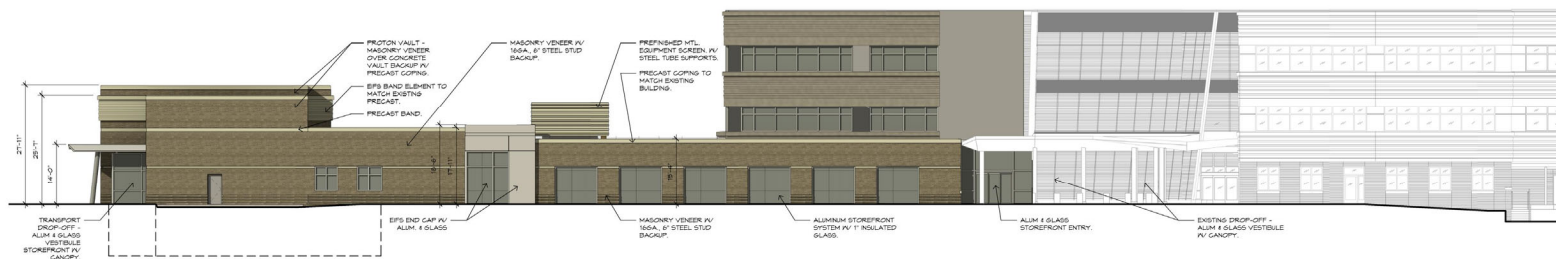
REVISIONS

SITE SECTIONS

DATE	STOCK PROJECT NO.	DRAWING NO.
02/14/20	219-6571	SDP-2

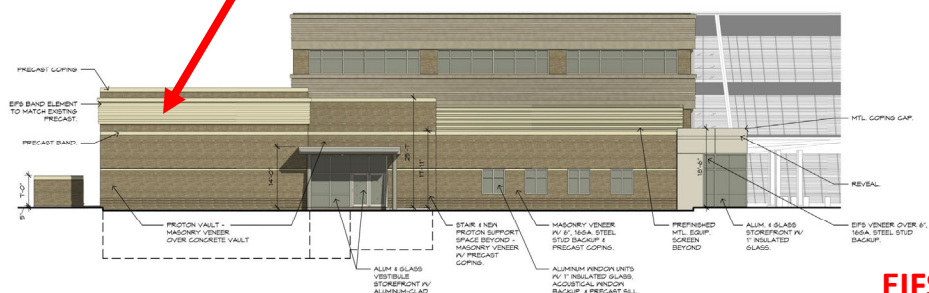
Packet Pg. 190

ARCHITECTURAL ELEVATIONS AND RENDERING



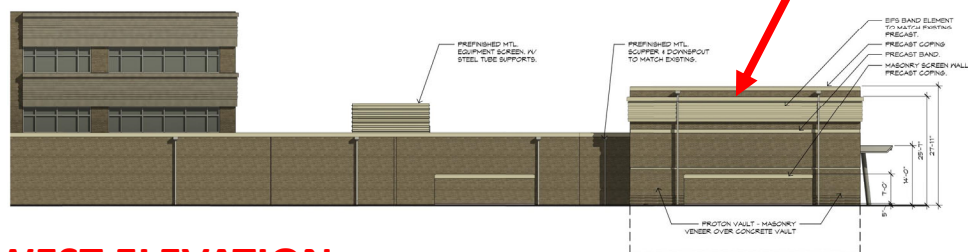
EAST ELEVATION

EIFS BAND ELEMENT TO MATCH EXISTING PRECAST



SOUTH ELEVATION

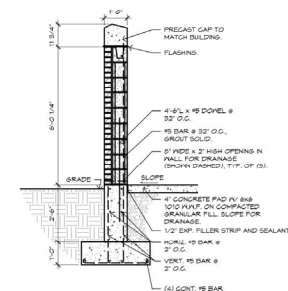
EIFS BAND ELEMENT TO MATCH EXISTING PRECAST



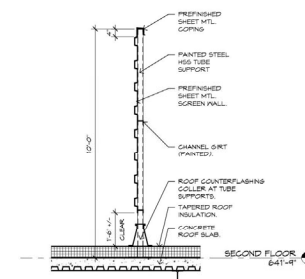
WEST ELEVATION



3 RENDER EXTERIOR PERSPECTIVE

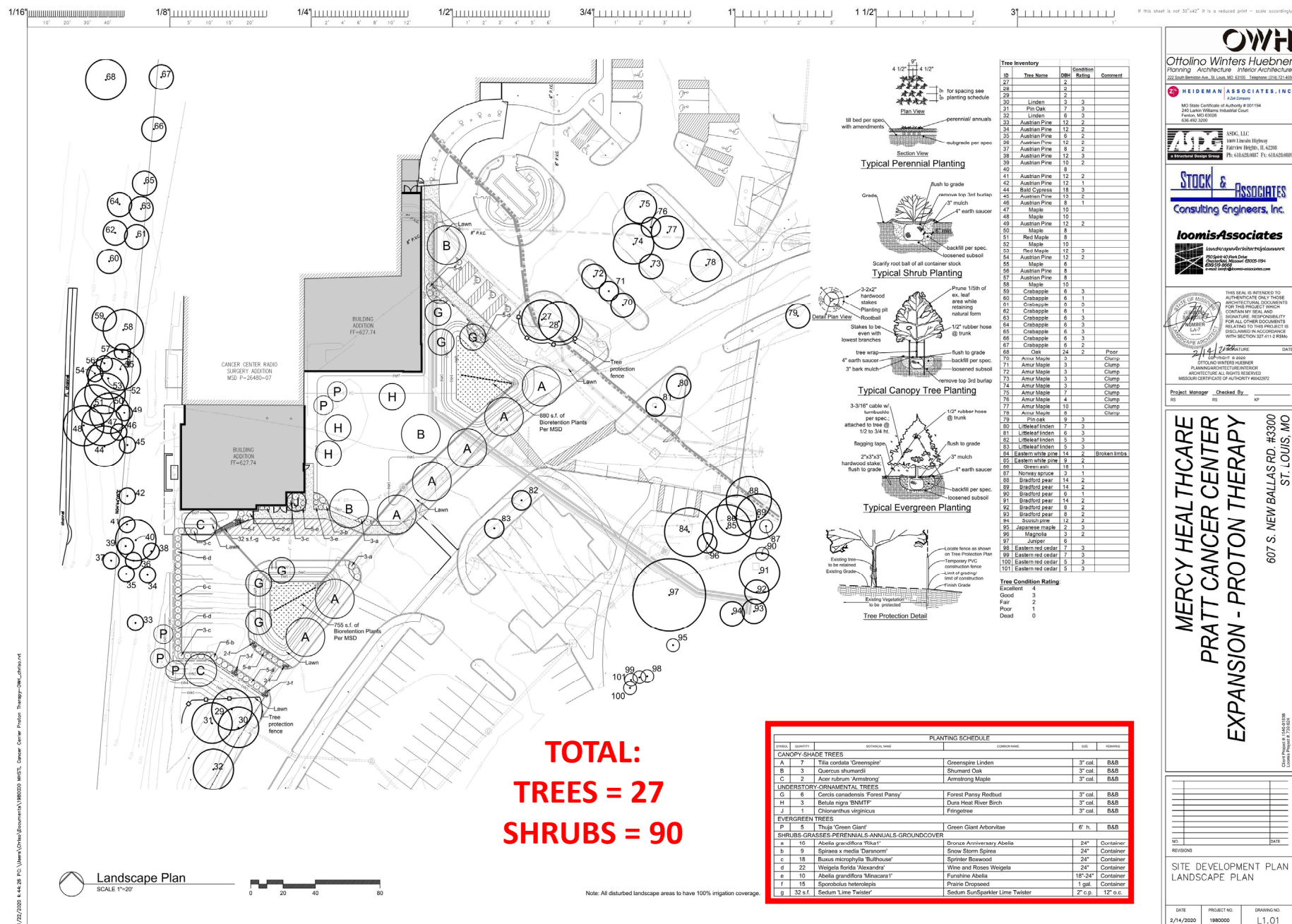


5 DETAIL @ MASONRY SCREEN
1/2" = 1'-0"



6 DETAIL @ ROOF SCREEN
1/2" = 1'-0"

LANDSCAPE PLAN



THANK YOU



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Public Works Department
Category: Ordinance
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

ORDINANCE

**Bill No. 5819 - an Ordinance Designating a Portion of the
Parcel of Land Known as 523 Emerson Road as Public Right
of Way and Other Portions of This Parcel as Permanent
Easements. First Reading**

The proposed widening of Emerson Road will require the relocation of several utilities and the construction of new utilities along the west side of Emerson. Public Works staff recommends that the City designate new right of way and new easements along the City's parcel at 523 Emerson Road to accommodate the new and relocated utilities.

AN ORDINANCE DESIGNATING A PORTION OF THE PARCEL OF LAND KNOWN AS 523 EMERSON ROAD AS PUBLIC RIGHT OF WAY AND OTHER PORTIONS OF THIS PARCEL AS PERMANENT EASEMENTS.

WHEREAS, the City owns parcel 17O220066 (523 Emerson Road) and controls the adjacent Emerson Road right of way; and

WHEREAS, the City plans to widen Emerson Road for the benefit and safety of the traveling public; and

WHEREAS, widening Emerson Road will require the relocation of several utilities and the construction of new utilities; and

WHEREAS, the existing right of way along Emerson Road provides insufficient space to relocate the existing utilities a safe distance from the proposed edge of pavement or to construct and maintain new facilities that are required for the roadway improvements; and

WHEREAS, City staff recommends designation of 153 square feet of parcel 17O220066 as part of the public right of way of Emerson Road; and

WHEREAS, City staff recommends that the City designate 369 square feet of parcel 17O220066 as permanent drainage easement; and

WHEREAS, City staff recommends that the City designate 9,682 square feet of parcel 17O220066 as a permanent utility easement; and

WHEREAS, the Creve Coeur Planning and Zoning Commission approved the proposed designation of portions of parcel 17O220066 as right of way and permanent easements at their meeting on Monday, March 16, 2020.

NOW, THEREFORE, be it ordained by the City Council of the City of Creve Coeur, Missouri, as follows:

Section 1. The land depicted and described in the Right of Way Plat, attached hereto as "Exhibit A," is hereby designated as public right of way, and the City Administrator is hereby authorized and directed to execute documents on behalf of the City as necessary to designate this right of way, and the City Clerk is authorized and directed to attest thereto.

Section 2. The land depicted and described in the Permanent Drainage Easement Plat, attached hereto as "Exhibit B," is hereby designated as a permanent drainage easement, and the City Administrator is hereby authorized and directed to execute documents on behalf of the City as necessary to designate this easement, and the City Clerk is authorized and directed to attest thereto.

Section 3. The land depicted and described in the Permanent Utility Easement, attached hereto as "Exhibit C," is hereby designated as a permanent utility easement, and the City Administrator is hereby authorized and directed to execute documents on behalf of the City as necessary to designate this easement, and the City Clerk is authorized and directed to attest thereto.

Section 4. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient, or proper in order to carry out the intent of this Ordinance and the matters herein authorized, including but not limited to recording documents with the St. Louis County Recorder of Deeds.

Section 5. This ordinance shall become effective in accordance with Section 3.11 (g) of the City Charter.

ADOPTED THIS __ DAY OF __, 2020.

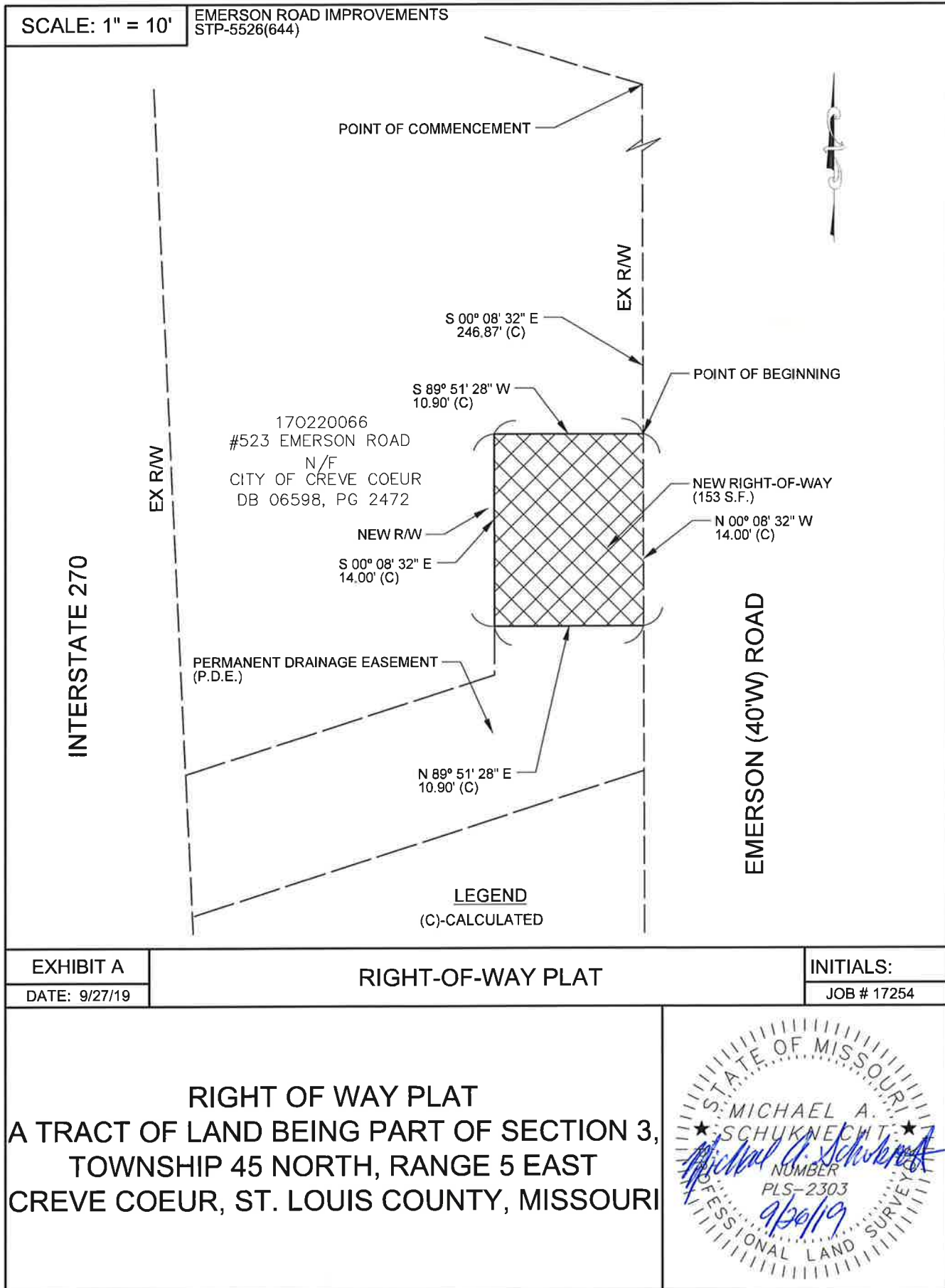
ELLEN LAWRENCE
PRESIDENT OF CITY COUNCIL

APPROVED THIS __ DAY OF __, 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK

EXHIBIT A

PROJECT: Emerson Road
Improvements
Exhibit 1
PARCEL NO.: 20
OWNER: City of Creve Coeur
September 26, 2019
Page 1 of 1

RIGHT OF WAY PLAT

A tract of and being part of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Commencing at the northeast corner of the land thereof recorded in Deed Book 6598 Page 2472 of the St. Louis County Records, thence along the westerly line of Emerson (40'W) Road, South 00 degrees 08 minutes 32 seconds East a distance of 246.87 feet to the True Point of Beginning; thence South 89 degrees 51 minutes 28 seconds West a distance of 10.90 feet to a point; thence South 00 degrees 08 minutes 32 seconds East a distance of 14.00 feet to a point; thence North 89 degrees 51 minutes 28 seconds East a distance of 10.90 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 14.00 feet to the True Point of Beginning.

The described tract contains 153 square feet or 0.004 acre.



EXHIBIT B

SCALE: 1" = 10'	EMERSON ROAD IMPROVEMENTS STP-5526(644)	
EXHIBIT B	PERMANENT DRAINAGE EASEMENT PLAT	INITIALS: JOB # 1725400
DATE: 9/27/19	EASEMENT PLAT A TRACT OF LAND BEING PART OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST CREVE COEUR, ST. LOUIS COUNTY, MISSOURI	

PROJECT: Emerson Road
 Improvements
 Exhibit B
 PARCEL NO.: 20
 OWNER: City of Creve Coeur
 September 26, 2019
 Page 2 of 2

PERMANENT DRAINAGE EASEMENT

A tract of and being part of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Commencing at the northeast corner of the land thereof recorded in Deed Book 6598 Page 2472 of the St. Louis County Records, thence along the westerly line of Emerson (40'W) Road, South 00 degrees 08 minutes 32 seconds East a distance of 260.87 feet to the True Point of Beginning; thence South 89 degrees 51 minutes 28 seconds West a distance of 10.90 feet to a point; thence South 00 degrees 08 minutes 32 seconds East a distance of 3.55 feet to a point; thence South 72 degrees 12 minutes 45 seconds West a distance of 23.71 feet to the easterly line of Interstate 270; thence along said easterly line, South 02 degrees 41 minutes 27 seconds East a distance of 10.36 feet to a point; thence North 72 degrees 12 minutes 45 seconds East a distance of 34.66 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 10.58 to the True Point of Beginning.

The described tract contains 369 square feet or 0.01 acres.



**A TRACT OF AND BEING PART OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 5
EAST, CITY OF CREVE COEUR, ST. LOUIS COUNTY, MISSOURI.
Easement Summary**

Parcel #22 City of Creve Coeur
A Tract of and Being Part of Section 3, Township 45 North, Range 5 East
17O22006

<u>Property Area</u>	<u>34,537.00 Square Feet</u>
-----------------------------	-------------------------------------

New Easement Areas

Hachured Area	368.82 Square Feet
---------------	--------------------

Area overlapped in existing easements	<u>0 Square Feet</u>
---------------------------------------	----------------------

<u>New Easement Total Area</u>	<u>368.82 Square Feet</u>
---------------------------------------	----------------------------------

Temporary Construction Easement Area

<u>Temporary Construction Easement Area Total</u>	<u>0 Square Feet</u>
--	-----------------------------

EMERSON ROAD IMPROVEMENTS (STP-5526(644))
17O220066

E A S E M E N T

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that CITY OF CREVE COEUR, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers, including stormwater improvements, on the strip or strips of ground described as shown hachured on the attached "Easement Plat" marked Exhibit "B" and made a part hereof, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during the construction, reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises to construct, reconstruct, replace, maintain, or repair the aforesaid sewer or sewers, including stormwater improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said CITY OF CREVE COEUR has caused these presents to be signed by its _____ this _____ day of _____, 20 20.

CITY OF CREVE COEUR

(Name of Corporation)

By _____

Attest:

Officer

Secretary

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

On this _____ day of _____, 20 20, before me appeared _____, to me personally known, who being by me duly sworn, did say he/she is _____ of CITY OF CREVE COEUR and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

My Commission expires _____.

Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.

EXHIBIT C

EMERSON ROAD IMPROVEMENTS
STP-5526(644)

POINT OF COMMENCEMENT

S09°38'37"W 88.25' (C)

170220066
#523 EMERSON ROAD
N/F
CITY OF CREVE COEUR
DB 06598, PG 2472

POINT OF BEGINNING

S00°08'32"E 16.99' (C)

N00°08'32"W 243.88' (C)

N89°51'28"E 10.90' (C)

N00°08'32"W 14.00' (C)

PERMANENT DRAINAGE
EASEMENT (P.D.E.)

S89°51'28"W 10.90' (C)

S00°08'32"E 601.96' (C)

PERMANENT UTILITY
EASEMENT (P.U.E.)

N00°08'32"W 431.05' (C)

EMERSON (40'W) ROAD

EX RW

EX RW

N89°51'28"E 15.00' (C)

LEGEND

(R)—RECORDED

(C)—CALCULATED

ROCKY(50'W) DRIVE

INITIAL:

EXHIBIT "C"

PERMANENT UTILITY EASEMENT
A TRACT OF LAND BEING PART OF SECTION 3,
TOWNSHIP 45 NORTH, RANGE 5 EAST
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

03/2020

Page 1





PROJECT: Emerson Road Improvements
 Exhibit C
 PARCEL NO.: 20
 OWNER: City of Creve Coeur
 March 5, 2020
 Page 2 of 2

PERMANENT UTILITY EASEMENT

A tract of and being part of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Commencing at the northeast corner of the land thereof recorded in Deed Book 6598 Page 2472 of the St. Louis County Records, thence along the westerly line of Emerson (40'W) Road, South 00 degrees 08 minutes 32 seconds East a distance of 16.99 feet to the True Point of Beginning; thence South 09 degrees 38 minutes 37 seconds West a distance of 88.25 feet to a point; thence South 00 degrees 08 minutes 32 seconds East a distance of 601.96 feet to a point; thence North 89 degrees 51 minutes 28 seconds East a distance of 15.00 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 431.05 feet to a point; thence South 89 degrees 51 minutes 28 seconds West a distance of 10.90 feet to a point, thence North 00 degrees 08 minutes 32 seconds West a distance of 14.00 feet to a point; thence North 89 degrees 51 minutes 28 seconds East a distance of 10.90 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 243.88 feet to the True Point of Beginning.

The described tract contains 9682 square feet or 0.22 acres.



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: March 18, 2020

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Recommendation to Designate Right of Way and to Grant Easements
Emerson Road Improvement Project

The Department of Public Works recommends that the City designate a portion of its parcel at 523 Emerson Road as right of way and that the City grant two utility easements through this parcel. This right of way and these easements are recommended in order to help with pre-construction utility relocation and future maintenance associated with planned improvements to Emerson Road.

Description of City Property

The City of Creve Coeur owns 523 Emerson Road, a parcel of land located on the west side of Emerson Road between Emerson and Interstate 270. This parcel is vacant and undevelopable, and it generally serves as a landscape buffer between the Balmoral Subdivision and the highway.

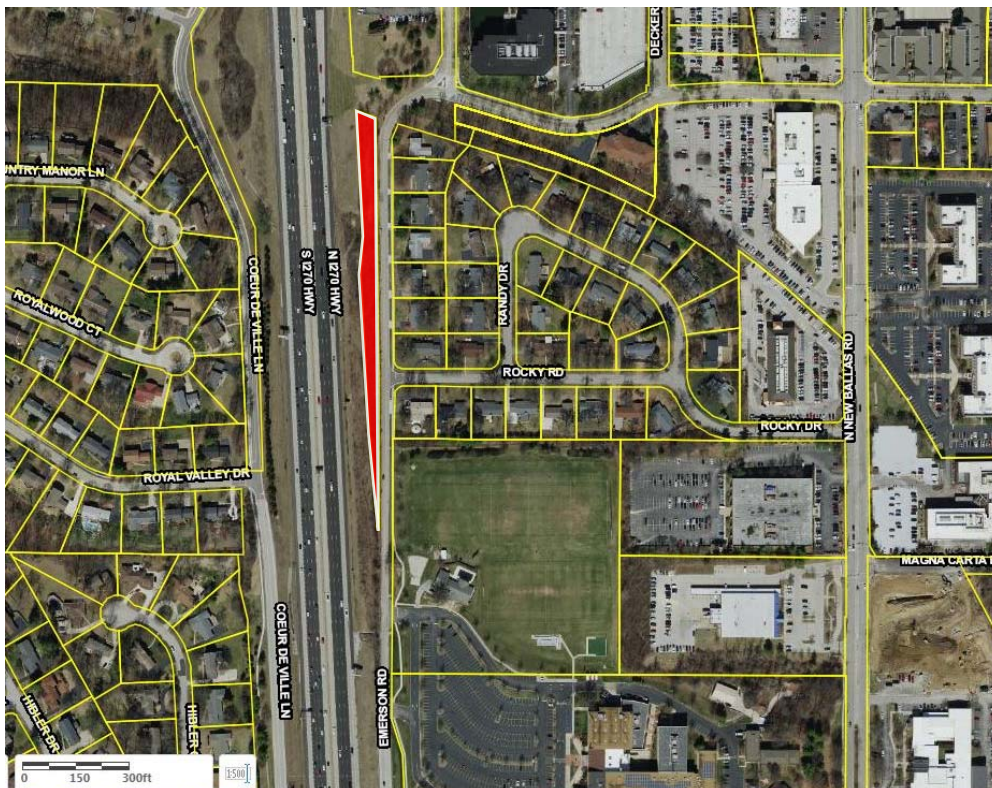


Figure 1. City parcel at 523 Emerson Road (highlighted).

Roadway Improvements

The City is currently designing improvements to Emerson Road with a plan to partially reconstruct Emerson in 2021. The Emerson pavement is currently about 21 feet wide, which is less than current standards would suggest for a collector roadway. Further, the western edge of pavement generally drops off to a down slope, which could make it difficult for drivers to recover and return to the roadway if a tire leaves the pavement. One of the primary goals of the Emerson Road project is to improve driver safety by widening the pavement to 26 feet and by adding a curb and gutter along each side of the road.

Widening Emerson poses several challenges with utilities along the City's parcel. The fire hydrant and utility poles are located very close to the existing edge of pavement and will need to be moved to accommodate the pavement widening. In addition, a new drainage inlet and water quality feature will be required. Unfortunately, the right of way at this location does not provide enough space for the new and relocated facilities.

Proposed Right of Way and Easements

Staff proposes to expand the Emerson right of way and to provide two new easements along the City's property at 523 Emerson Road. The right of way and easements are illustrated in the attached excerpt from the Emerson Road plans.

1. Right of Way (illustrated in red). A small area of right of way is proposed to extend around a new water-quality structure that will be constructed as part of the Emerson project. The Metropolitan St. Louis Sewer District (MSD) has stated that they will maintain this structure if it is located in public right of way. Staff proposes this small section of right of way to limit future maintenance costs.
2. Permanent Drainage Easement (illustrated in blue). MSD has stated that they will take ownership of and responsibility for the new drainage structures around the water-quality structure if these drainage structures are located within a permanent drainage easement. Staff proposes this easement in order to limit future maintenance costs.
3. Permanent Utility Easement (illustrated in yellow). The City's proposed roadway widening will force several utilities (namely, Missouri American Water, Ameren, and Charter) to move their facilities out of the way of the road project. Staff proposes to provide a utility easement so that these utilities have a place to go and so that the process is expedited.

Planning and Zoning Commission Approval

The City's Planning and Zoning Commission approved the proposed designation of portions of 523 Emerson Road as right of way and permanent easements at their meeting on Monday, March 16, 2020. Such approval is required according to Chapter 89 RsMO.

Recommendation

The Department of Public Works recommends that the City designate the right of way and easements shown in the attached exhibit to facilitate the utility relocations needed prior to the City's Emerson Road project and to limit future maintenance costs. Staff does not foresee that designating the right of way and easements will create any negative impacts to the City.

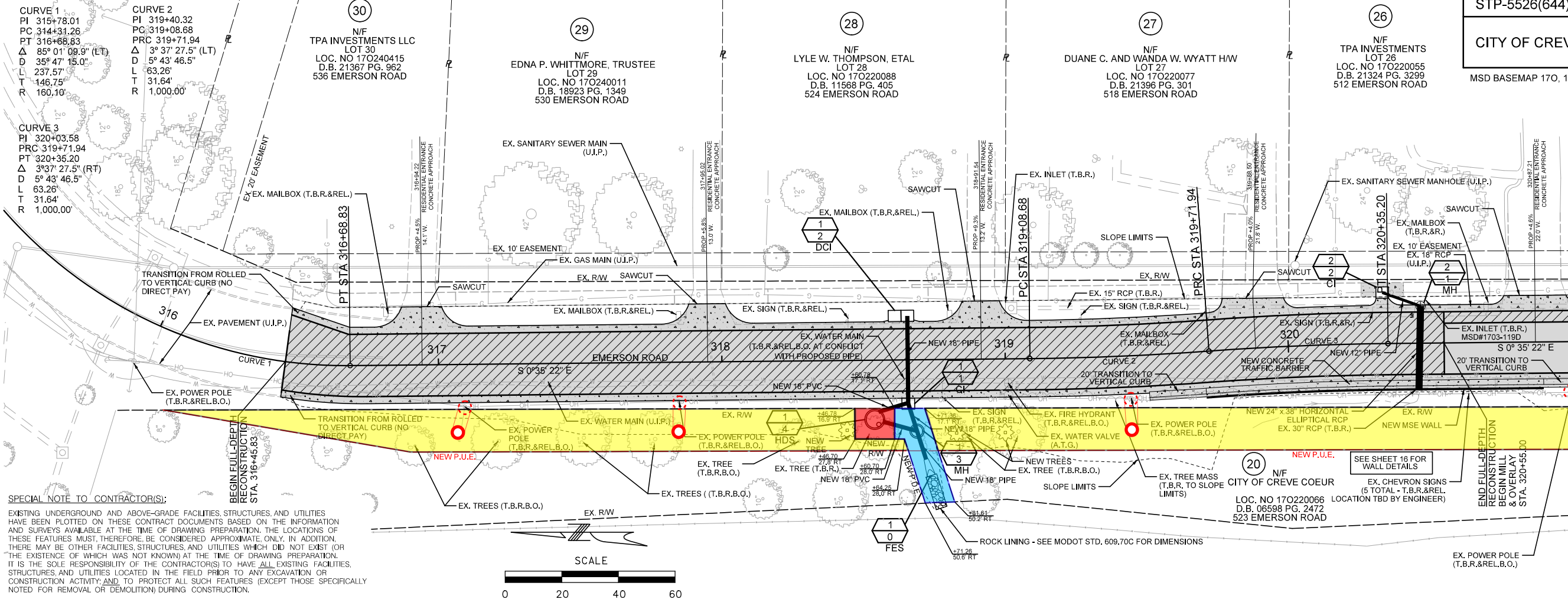
Attachments: Excerpt of Emerson Road plan to illustrate right of way and easement areas.
 Right of Way plat and description
 Permanent Drainage Easement plat and description
 Permanent Utility Easement plat and description.

EMERSON ROAD STP-5526(644)	SHEET 7
CITY OF CREVE COEUR	OF 35

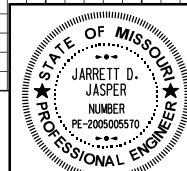
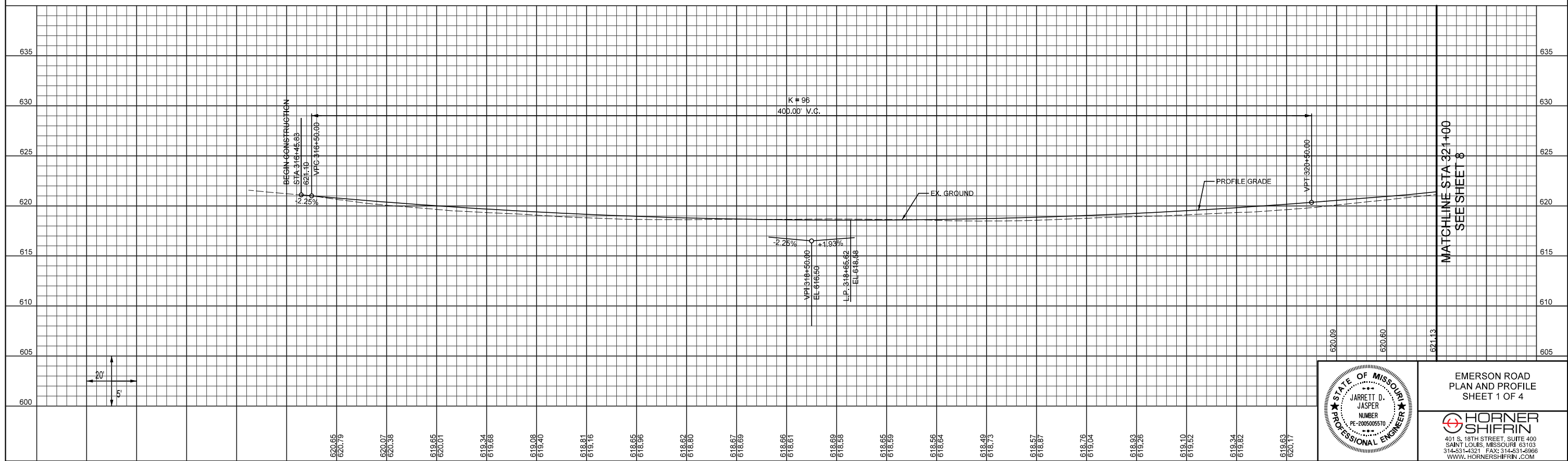
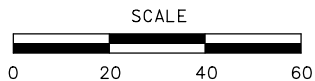
MSD BASEMAP 170, 180 19MSD-00015

LEGEND

- CONCRETE
- ASPHALT PAVEMENT
- MILL & OVERLAY
- RIGHT OF WAY
- PERMANENT DRAINAGE EASEMENT
- PERMANENT UTILITY EASEMENT
- EXISTING UTILITY POLE
- NEW POLE LOCATION



SPECIAL NOTE TO CONTRACTOR(S):
EXISTING UNDERGROUND AND ABOVE-GRADE FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED ON THESE CONTRACT DOCUMENTS BASED ON THE INFORMATION AND SURVEYS AVAILABLE AT THE TIME OF DRAWING PREPARATION. THE LOCATIONS OF THESE FEATURES MUST, THEREFORE, BE CONSIDERED APPROXIMATE ONLY. IN ADDITION, THERE MAY BE OTHER FACILITIES, STRUCTURES, AND UTILITIES WHICH DID NOT EXIST (OR THE EXISTENCE OF WHICH WAS NOT KNOWN) AT THE TIME OF DRAWING PREPARATION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO HAVE ALL EXISTING FACILITIES, STRUCTURES, AND UTILITIES LOCATED IN THE FIELD PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITY, AND TO PROTECT ALL SUCH FEATURES (EXCEPT THOSE SPECIFICALLY NOTED FOR REMOVAL OR DEMOLITION) DURING CONSTRUCTION.

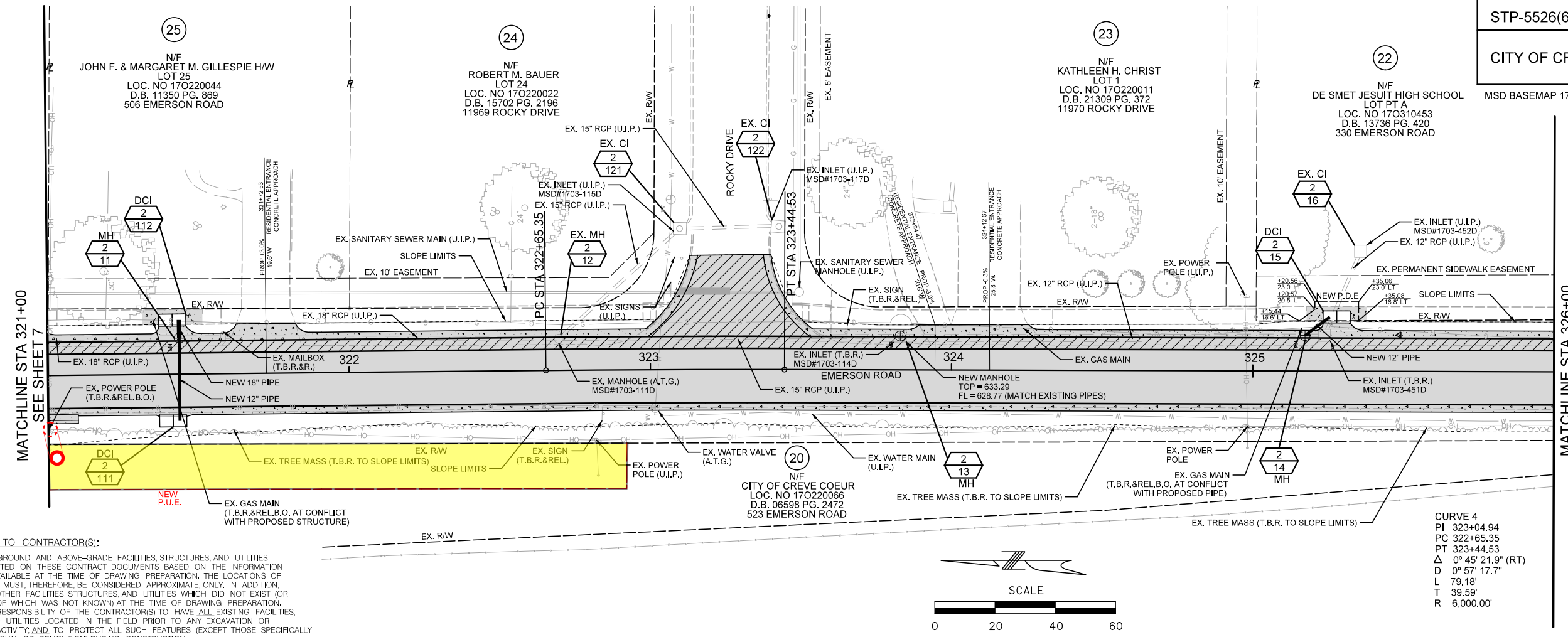


EMERSON ROAD
PLAN AND PROFILE
SHEET 1 OF 4

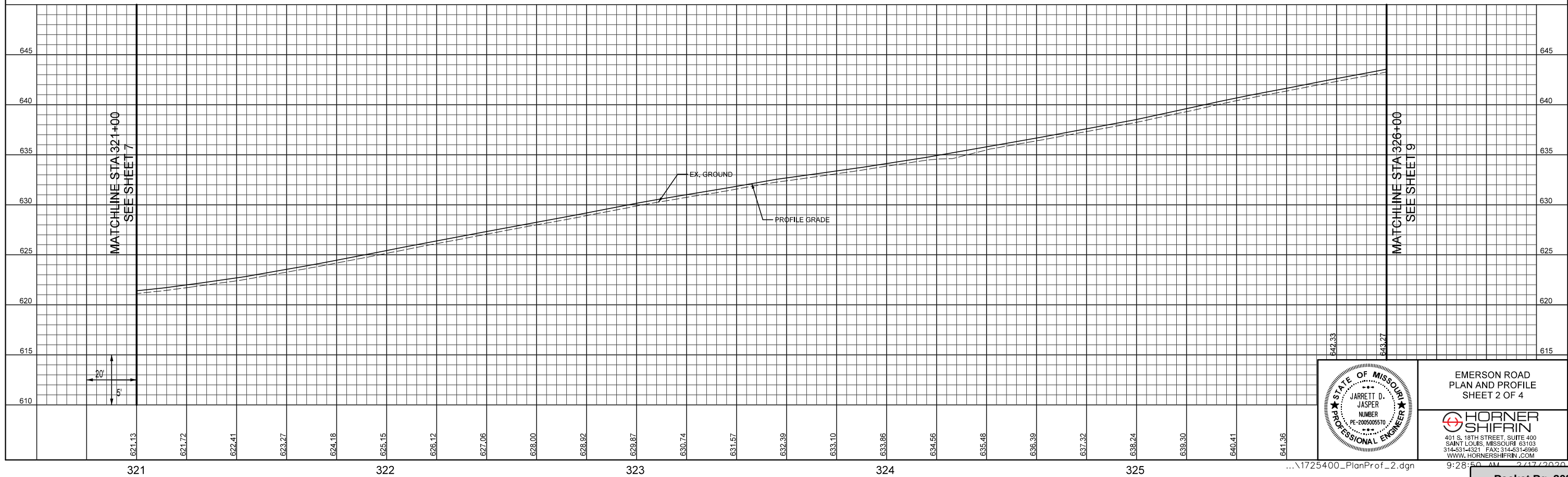
HORNER SHIFFRIN
401 S. 18TH STREET, SUITE 400
SAINT LOUIS, MISSOURI 63103
314-531-4321 FAX: 314-531-4986
WWW.HORNERSHIFFRIN.COM

EMERSON ROAD STP-5526(644)	SHEET 8
CITY OF CREVE COEUR	OF 35

MSD BASEMAP 170, 180 19MSD-00015



SPECIAL NOTE TO CONTRACTOR(S):
EXISTING UNDERGROUND AND ABOVE-GRADE FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED ON THESE CONTRACT DOCUMENTS BASED ON THE INFORMATION AND SURVEYS AVAILABLE AT THE TIME OF DRAWING PREPARATION. THE LOCATIONS OF THESE FEATURES MUST, THEREFORE, BE CONSIDERED APPROXIMATE ONLY. IN ADDITION, THERE MAY BE OTHER FACILITIES, STRUCTURES, AND UTILITIES WHICH DID NOT EXIST (OR THE EXISTENCE OF WHICH WAS NOT KNOWN) AT THE TIME OF DRAWING PREPARATION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR(S) TO HAVE ALL EXISTING FACILITIES, STRUCTURES, AND UTILITIES LOCATED IN THE FIELD PRIOR TO ANY EXCAVATION OR CONSTRUCTION ACTIVITY, AND TO PROTECT ALL SUCH FEATURES (EXCEPT THOSE SPECIFICALLY NOTED FOR REMOVAL OR DEMOLITION) DURING CONSTRUCTION.



STATE OF MISSOURI

JARRETT D. JASPER

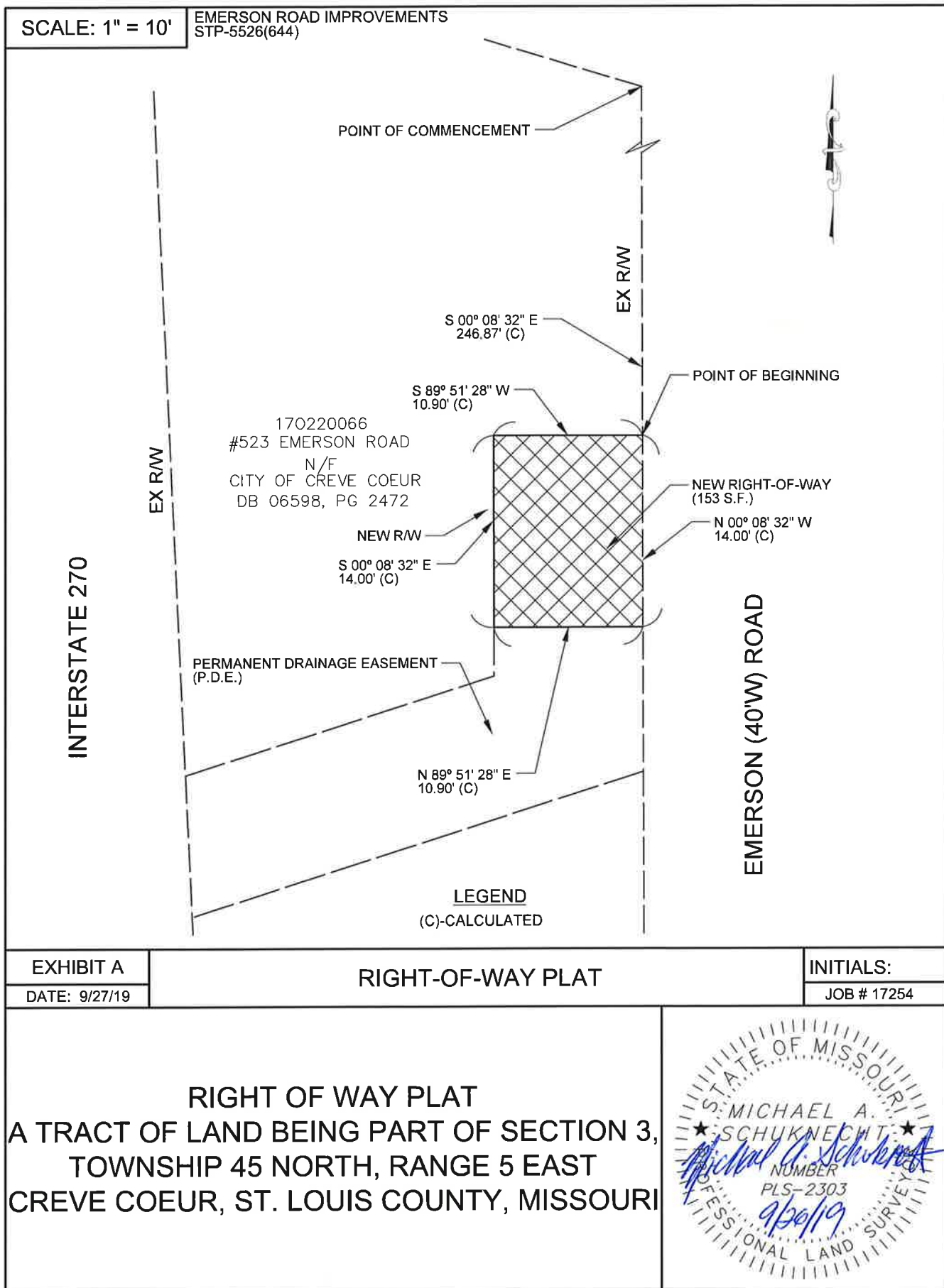
NUMBER PE-2005005570

PROFESSIONAL ENGINEER

EMERSON ROAD
PLAN AND PROFILE
SHEET 2 OF 4

HORNER SHIFFRIN

401 S. 18TH STREET, SUITE 400
SAINT LOUIS, MISSOURI 63103
314-531-4321 FAX: 314-531-4986
WWW.HORNERSHIFFRIN.COM



PROJECT: Emerson Road
 Improvements
 Exhibit 1
 PARCEL NO.: 20
 OWNER: City of Creve Coeur
 September 26, 2019
 Page 1 of 1

RIGHT OF WAY PLAT

A tract of and being part of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Commencing at the northeast corner of the land thereof recorded in Deed Book 6598 Page 2472 of the St. Louis County Records, thence along the westerly line of Emerson (40'W) Road, South 00 degrees 08 minutes 32 seconds East a distance of 246.87 feet to the True Point of Beginning; thence South 89 degrees 51 minutes 28 seconds West a distance of 10.90 feet to a point; thence South 00 degrees 08 minutes 32 seconds East a distance of 14.00 feet to a point; thence North 89 degrees 51 minutes 28 seconds East a distance of 10.90 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 14.00 feet to the True Point of Beginning.

The described tract contains 153 square feet or 0.004 acre.



SCALE: 1" = 10'		EMERSON ROAD IMPROVEMENTS STP-5526(644)	
LEGEND (C)-CALCULATED			
EXHIBIT A	PERMANENT DRAINAGE EASEMENT PLAT		INITIALS:
DATE: 9/27/19			JOB # 1725400
EASEMENT PLAT A TRACT OF LAND BEING PART OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 5 EAST CREVE COEUR, ST. LOUIS COUNTY, MISSOURI			

PROJECT: Emerson Road
 Improvements
 Exhibit 1
 PARCEL NO.: 20
 OWNER: City of Creve Coeur
 September 26, 2019
 Page 1 of 1

PERMANENT DRAINAGE EASEMENT

A tract of and being part of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Commencing at the northeast corner of the land thereof recorded in Deed Book 6598 Page 2472 of the St. Louis County Records, thence along the westerly line of Emerson (40'W) Road, South 00 degrees 08 minutes 32 seconds East a distance of 260.87 feet to the True Point of Beginning; thence South 89 degrees 51 minutes 28 seconds West a distance of 10.90 feet to a point; thence South 00 degrees 08 minutes 32 seconds East a distance of 3.55 feet to a point; thence South 72 degrees 12 minutes 45 seconds West a distance of 23.71 feet to the easterly line of Interstate 270; thence along said easterly line, South 02 degrees 41 minutes 27 seconds East a distance of 10.36 feet to a point; thence North 72 degrees 12 minutes 45 seconds East a distance of 34.66 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 10.58 to the True Point of Beginning.

The described tract contains 369 square feet or 0.01 acres.



EMERSON ROAD IMPROVEMENTS
STP-5526(644)

POINT OF COMMENCEMENT

S09°38'37"W 88.25' (C)

170220066
#523 EMERSON ROAD
N/F
CITY OF CREVE COEUR
DB 06598, PG 2472

POINT OF BEGINNING

S00°08'32"E 16.99' (C)

N00°08'32"W 243.88' (C)

N89°51'28"E 10.90' (C)

N00°08'32"W 14.00' (C)

PERMANENT DRAINAGE
EASEMENT (P.D.E.)

S89°51'28"W 10.90' (C)

S00°08'32"E 601.96' (C)

PERMANENT UTILITY
EASEMENT (P.U.E.)

N00°08'32"W 431.05' (C)

EX RW

EX RW

EMERSON (40'W) ROAD

N89°51'28"E 15.00' (C)



LEGEND

(R)—RECORDED

(C)—CALCULATED

ROCKY(50'W) DRIVE

INITIAL:

EXHIBIT "A"

PERMANENT UTILITY EASEMENT
A TRACT OF LAND BEING PART OF SECTION 3,
TOWNSHIP 45 NORTH, RANGE 5 EAST
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



PROJECT: Emerson Road Improvements
 Exhibit 1
 PARCEL NO.: 20
 OWNER: City of Creve Coeur
 March 5, 2020
 Page 1 of 1

PERMANENT UTILITY EASEMENT

A tract of and being part of Section 3, Township 45 North, Range 5 East, City of Creve Coeur, St. Louis County, Missouri and being more particularly described as:

Commencing at the northeast corner of the land thereof recorded in Deed Book 6598 Page 2472 of the St. Louis County Records, thence along the westerly line of Emerson (40'W) Road, South 00 degrees 08 minutes 32 seconds East a distance of 16.99 feet to the True Point of Beginning; thence South 09 degrees 38 minutes 37 seconds West a distance of 88.25 feet to a point; thence South 00 degrees 08 minutes 32 seconds East a distance of 601.96 feet to a point; thence North 89 degrees 51 minutes 28 seconds East a distance of 15.00 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 431.05 feet to a point; thence South 89 degrees 51 minutes 28 seconds West a distance of 10.90 feet to a point, thence North 00 degrees 08 minutes 32 seconds West a distance of 14.00 feet to a point; thence North 89 degrees 51 minutes 28 seconds East a distance of 10.90 feet to the aforementioned westerly line of Emerson (40'W) Road; thence along said westerly line, North 00 degrees 08 minutes 32 seconds West a distance of 243.88 feet to the True Point of Beginning.

The described tract contains 9682 square feet or 0.22 acres.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Planning Division
Category: Ordinance
Prepared By: Jason Jaggi
Department Head: Jason Jaggi

SCHEDULED

ORDINANCE

**Bill No. 5820 - an Ordinance Adopting and Enacting the New
Electrical, Plumbing and Mechanical Codes of St. Louis
County as the Electrical, Plumbing and Mechanical Codes of
the City of Creve Coeur, Missouri. First Reading**

The city contracts with St. Louis County to issue electrical, plumbing and mechanical permits and to make those subsequent inspections when this type of work is done within the City of Creve Coeur. In order for St. Louis County to continue to fulfill their contractual obligations to the city, it is necessary to adopt the same electrical, plumbing and mechanical codes as the county. The updated code versions are the 2015 Uniform Plumbing Code, 2014 National Electric Code, and the 2015 International Mechanical Code.

Ordinance

Meeting of March 23, 2020

BILL NO. 5820

ORDINANCE NO. ____

AN ORDINANCE ADOPTING AND ENACTING THE NEW ELECTRICAL, PLUMBING AND MECHANICAL CODES OF ST. LOUIS COUNTY AS THE ELECTRICAL, PLUMBING AND MECHANICAL CODES OF THE CITY OF CREVE COEUR, MISSOURI.

WHEREAS, the City of Creve Coeur, St. Louis County, Missouri is desirous of adopting new minimum requirements and standards for the installation of electrical, plumbing and mechanical equipment and systems to protect the health, safety and welfare of the citizens of Creve Coeur, St. Louis County, Missouri.

WHEREAS, copies of the proposed new codes to be adopted by reference have been filed in the City Clerk's office and available for public use, inspection and examination for a period of at least 90 days prior to adoption of this Ordinance pursuant to Section 67.280 RSMo. and notice thereof has been publicly posted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR AS FOLLOWS:

SECTION 1: Section 500.390 of the City Code is hereby amended to read as follows:

Section 500.390: ELECTRICAL CODE ADOPTED

"The National Electrical Code, 2014 Edition" which was amended and adopted by the St. Louis County Council on October 1, 2019 by Ordinance No. 27,430 as the Electrical Code of St. Louis County, is hereby adopted as so amended as the Electrical Code of the City of Creve Coeur as if it were fully set out herein. Such document and County Ordinance are on file with the City Clerk.

SECTION 2: Section 500.400 of the City Code is hereby amended to read as follows:

Section 500.400: PLUMBING CODE ADOPTED

"The Uniform Plumbing Code, 2015 Edition" which was amended and adopted by the St. Louis County Council on October 1, 2019 by Ordinance No. 27,424 as the Plumbing Code of St. Louis County, is hereby adopted as so amended as the Plumbing Code of the City of Creve Coeur as if it were fully set out herein. Such document and County Ordinance are on file with the City Clerk.

SECTION 3: Section 500.410 of the City Code is hereby amended to read as follows:

SECTION 500.410: MECHANICAL CODE ADOPTED

"The International Mechanical Code, 2015 Edition" which was amended and adopted by the St. Louis County Council on April 1, 2020 by Ordinance No. 27,619 as the Mechanical Code of St. Louis County, is hereby adopted as so amended as the Mechanical Code of the City of Creve Coeur as if it were fully set out herein. Such document and County Ordinance are on file with the City Clerk.

SECTION 4: The penalties for violating the foregoing adopted codes are set forth in sections 100.090 through 100.110 of the City's Code of Ordinances, which read as follows:

SECTION 100.090 GENERAL PENALTY – CONTINUING VIOLATIONS

A. Where, by any provision of this code or any other ordinance of the City or any

rule or regulation promulgated pursuant thereto, the doing or the failure to do anything or any act is prohibited, declared to be a misdemeanor, an offense or unlawful and no other penalty or punishment is provided therefor, the same shall be punishable by a fine not to exceed one thousand dollars (\$1,000) or a jail sentence not to exceed three (3) months, or by both such fine and jail sentence unless a lesser penalty be required by law, in which the punishment shall not exceed such lesser penalty required by law, any provision of this Code or other ordinance to the contrary notwithstanding. "*Misdemeanor*" shall be construed to mean a violation of any ordinance of the City.

B Except as otherwise provided, every day any such violation shall continue shall constitute a separate offense.

SECTION 100.100: WHEN SAME OFFENSE PUNISHABLE UNDER DIFFERENT ORDINANCES, ETC.

In all cases wherein the same offense may be made punishable or shall be created by different provisions of this Code or other ordinances of the City or by different clauses or Sections of the same ordinance, the prosecuting officer may elect under which to proceed, but not more than one (1) recovery or penalty shall be had or enforced against the same person for the same offense, provided that the revocation of a license or permit shall not be considered a recovery or penalty so as to bar any other penalty or recovery being enforced or had.

SECTION 100.110: PARTIES TO AN OFFENSE

Every person who commits, attempts to commit, conspires to commit or aids or abets in the commission of any act declared herein to be unlawful or an offense or a misdemeanor, whether individually or in connection with one (1) or more other persons or as a principal, agent or accessory, shall be guilty of such unlawful act or offense or misdemeanor and every person who falsely or fraudulently, or forcibly or willfully induces, causes, coerces, requires, permits or directs another to violate any provision hereof shall likewise be guilty.

SECTION 5: This ordinance shall become effective pursuant to Section 3.11 (g) of the City Charter.

Adopted this _____ day of _____, 2020

President
City Council

Approved this _____ day of _____, 2020

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk

**CITY OF CREVE COEUR
BUILDING DIVISION****MEMORANDUM**

TO: Mark Perkins, City Administrator

CC: Jason Jaggi, Director of Community Development

FROM: Steve Unser, Chief Building Official

DATE: March 18, 2020

RE: Proposed Ordinance to Adopt St. Louis County's Electrical, Plumbing and Mechanical Codes as the City of Creve Coeur's Electrical, Plumbing and Mechanical Codes.

The city contracts with St. Louis County to issue electrical, plumbing and mechanical permits and to make those subsequent inspections when this type of work is done within the City of Creve Coeur.

In order for St. Louis County to continue to fulfill their contractual obligations to the city, the city is required to adopt the same electrical, plumbing and mechanical codes as the county.

St. Louis County's Ordinance No. 27,424 to amend and adopt the 2015 Uniform Plumbing Code was available for public review on 6/5/2019 and became effective on 10/1/2019.

St. Louis County's Ordinance No. 27,430 to amend and adopt the 2014 National Electrical Code was available for public review on 6/5/2019 and became effective on 10/1/2019.

St. Louis County's Ordinance No. 27,619 to amend and adopt the 2015 International Mechanical Code was available for public review on 12/5/2019 and will become effective on 4/1/2020.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: City Council
Category: Ordinance
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

ORDINANCE

Bill No. 5821 - an Ordinance Amending the Adopted 2020 General Fund, Enterprise Fund and Public Safety Sales Tax Fund Budgets of the City of Creve Coeur by Authorizing Additional Appropriations for the Enterprise Fund and the Public Safety Sales Tax Fund and Authorizing a Transfer Between General Fund Divisions. First Reading

An ordinance amending the adopted 2020 budget of the City of Creve Coeur by authorizing additional appropriations for a lease for Body Worn and In-Car Cameras in the Public Safety Sales Tax Fund, for moving a part-time position to full-time in the Enterprise Fund, and for reclassifying 50% of a position from park maintenance to facility maintenance in the General Fund.

Ordinance

Meeting of March 23, 2020

BILL NO. 5821

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ADOPTED 2020 GENERAL FUND, ENTERPRISE FUND AND PUBLIC SAFETY SALES TAX FUND BUDGETS OF THE CITY OF CREVE COEUR BY AUTHORIZING ADDITIONAL APPROPRIATIONS FOR THE ENTERPRISE FUND AND THE PUBLIC SAFETY SALES TAX FUND AND AUTHORIZING A TRANSFER BETWEEN GENERAL FUND DIVISIONS

WHEREAS, REVENUES WERE ESTIMATED AND APPROPRIATIONS WERE AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 24, 2019 BY ORDINANCE NO. 5643, AND

WHEREAS, THE DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTE'S) WERE SUBMITTED AND AUTHORIZED IN THE ANNUAL CITY BUDGET ADOPTED ON JUNE 24, 2019 BY ORDINANCE NO. 5592, AND

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO REPLACE TWO OF THE PART-TIME POSITIONS WITH ONE FULL-TIME RECREATION SUPERVISOR POSITION.

WHEREAS, IT IS IN THE INTEREST OF THE CITY OF CREVE COEUR TO SPLIT EXPENDITURES FOR THE PARK MAINTENANCE WORKER BETWEEN PARK MAINTENANCE AND FACILITY MAINTENANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR AS FOLLOWS:

SECTION 1. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL AND ENTERPRISE FUNDS FOR THE FISCAL YEAR 2020 AS ADOPTED, ARE HEREBY AMENDED BY AUTHORIZING AN ADDITIONAL APPROPRIATION IN THE AMOUNT OF \$8,161 FOR ONE FULL-TIME POSITION.

GENERAL FUND

FT SALARIES-COMMUNITY SERVICES (01-14-11-5101)	\$ 3,338
HEALTH INSURANCE-COMMUNITY SERVICES (01-14-11-5230)	\$ 207
DENTAL-COMMUNITY SERVICES (01-14-11-5233)	\$ 489
LIFE INSURANCE-COMMUNITY SERVICES (01-14-11-5234)	\$ 23
ACCIDENTAL DEATH INSURANCE-COMMUNITY SERVICES (01-14-11-5235)	\$ 12
DISABILITY INSURANCE-COMMUNITY SERVICES (01-14-11-5236)	\$ 3
SOCIAL SECURITY-COMMUNITY SERVICES (01-14-11-5240)	\$ 10

TOTAL ADD. APPROPRIATIONS-GENERAL FUND	\$ 4,081
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ENTERPRISE FUND

FT SALARIES-ICE ARENA (01-14-11-5101)	\$ 3,338
HEALTH INSURANCE-ICE ARENA (01-14-11-5230)	\$ 207
DENTAL-ICE ARENA (01-14-11-5233)	\$ 489
LIFE INSURANCE-ICE ARENA (01-14-11-5234)	\$ 23
ACCIDENTAL DEATH INSURANCE-ICE ARENA (01-14-11-5235)	\$ 12
DISABILITY INSURANCE-ICE ARENA (01-14-11-5236)	\$ 3
SOCIAL SECURITY-ICE ARENA (01-14-11-5240)	\$ 10

TOTAL ADD. APPROPRIATIONS-ENTERPRISE FUND	\$ 4,081
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SECTION 2. THAT THE ANNUAL OPERATING BUDGET FOR THE GENERAL FUND FOR THE FISCAL YEAR 2020 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING A TRANSFER OF \$21,332 FROM THE PARK MAINTENANCE DIVISION TO THE FACILITY MAINTENANCE DIVISION.

GENERAL FUND

FT SALARIES-PARK MAINTENANCE (01-31-43-5101)	\$ (16,344)
HEALTH INSURANCE-PARK MAINTENANCE (01-31-43-5230)	\$ (2,240)
DENTAL-PARK MAINTENANCE (01-31-43-5233)	\$ (100)
LIFE INSURANCE-PARK MAINTENANCE (01-31-43-5234)	\$ (68)
ACCIDENTAL DEATH INSURANCE-PARK MAINTENANCE (01-31-43-5235)	\$ (14)
DISABILITY INSURANCE-PARK MAINTENANCE (01-31-43-5236)	\$ (57)
SOCIAL SECURITY-PARK MAINTENANCE (01-31-43-5240)	\$ (1,250)
PENSION CONTRIBUTION (01-31-43-5241)	\$ (1,259)
FT SALARIES-ICE ARENA (01-16-11-5101)	\$ 16,344

BILL NO. 5821

ORDINANCE NO. _____

HEALTH INSURANCE-FACILITY MAINTENANCE (01-16-11-5230)	\$ 2,240
DENTAL-FACILITY MAINTENANCE (01-16-11-5233)	\$ 100
LIFE INSURANCE-FACILITY MAINTENANCE (01-16-11-5234)	\$ 68
ACCIDENTAL DEATH INSURANCE-FACILITY MAINTENANCE (01-16-11-5235)	\$ 14
DISABILITY INSURANCE-FACILITY MAINTENANCE (01-16-11-5236)	\$ 57
SOCIAL SECURITY-FACILITY MAINTENANCE (01-16-11-5240)	\$ 1,250
PENSION CONTRIBUTION (01-16-11-5241)	\$ 1,259
TOTAL ADD. APPROPRIATIONS-ENTERPRISE FUND	\$ -

SECTION 3. THAT THE ANNUAL PUBLIC SAFETY SALES TAX BUDGET FOR FISCAL YEAR 2020 AS ADOPTED, IS HEREBY AMENDED BY AUTHORIZING ADDITIONAL EXPENDITURES IN THE AMOUNT OF \$64,964 FOR BODY/IN-CAR CAMERAS

PUBLIC SAFETY SALES TAX FUND

EQUIPMENT RENTAL (19-21-23-6266)	64,964
TOTAL ADD. APPROPRIATIONS-PUBLIC SAFETY SALES TAX FUND	\$ 64,964

SECTION 4. THIS ORDINANCE SHALL BECOME EFFECTIVE PURSUANT TO PROVISIONS OF SECTION 3.11(G) OF THE CHARTER.

ADOPTED THIS _____ DAY OF _____ 2020.

ELLEN LAWRENCE
PRESIDENT OF THE CITY COUNCIL

ADOPTED THIS _____ DAY OF _____ 2020.

BARRY GLANTZ
MAYOR

ATTEST:

DEBORAH RYAN, MPCC
CITY CLERK



MEMORANDUM

DATE: March 18, 2020

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Budget Amendment #5 – FY 2020

Director of Recreation Jason Valvero has requested that the part-time building supervisor and the part-time farmers market positions be replaced with one full-time recreation supervisor. Because the position may only be filled for 2 months in FY2020, the total additional appropriations needed for FY2020 is only \$8,161. The position is split between Community Services and Ice Arena, so you will see a request for \$4,081 in the General Fund (1411 Community Services) and \$4,081 in the Enterprise Fund (1431 Ice Arena). Please see a complete explanation of the request in the attached memo from Director Valvero. A budget amendment will decrease the fund balance for the General and the Enterprise Fund by \$4,081 each. It will increase the full-time count for FY2020 from 105 to 106 and decrease part-time count from 9.68 to 8.66.

Police Chief Glenn Eidman has requested approval for a 5-year lease agreement for body/in-car cameras that total \$324,819. This amount covers the lease of all equipment, which includes all service, repair, replacement and upgrades. This amount equates to \$64,963.80 per year. We originally budgeted a small amount to purchase body cameras from the Public Safety Sales Tax Fund, but after lots of research have determined that leasing is the best way to go for the City. A budget amendment to allow for the lease for FY2020 is needed in the amount of \$64,964. This amendment will decrease the fund balance for the Public Safety Sales Tax Fund by \$64,964.

We are requesting to reclassify a park maintenance position to a parks & building maintenance position, and split the expenditures between park maintenance (3143) and facility maintenance (1611). There is no net affect to the ending General Fund balance.

I'd be happy to answer any questions.

CITY OF CREVE COEUR

**MEMORANDUM**

Date: March 9, 2020
To: Mark Perkins, City Administrator
From: Jason Valvero, Director of Recreation
CC:
Subject: Recreation Department Staff

The department has relied heavily on part-time staff to manage the Dielmann Recreation Complex (DRC) and the Farmer's Market. The DRC has nine part-time shifts during any given week and they typically occur from 5:00 PM to Midnight Monday through Friday and from 6:00 AM to 11:00 PM on Saturday and Sunday. The market is held on average 23 Saturdays during the peak season and six Saturdays in the off-season.

The department currently has a part-time recreation supervisor (28 hours per week) who is responsible for programming, special events and support for ice rink operations, as well as a part-time farmer's market manager (17 hours per week) who works mostly off-site and then on location of the market week in and week out.

I would like you to eliminate the department's two part-time positions and make the part-time recreation supervisor's position full-time. The benefits are:

- The department staff is very lean and adding a full-time staff member will allow for additional coverage when the facility schedule is at its peak. Currently, staff gets pulled in various directions and it is hard to stay on task.
- The part-time recreation supervisor is taking on more shifts outside programming and special events to help maintain a high level of customer service in areas of front desk operation and building supervision.
- Managing the farmer's market will allow staff to meet, research and communicate with current and potential vendors via the DRC. Providing a central location for the processes.
- Additional hours will allow for help and flexibility in covering gaps when other staff are out sick, on vacation or outside the office. The staff has a combined total of 12 weeks of vacation each year and it is hard to get covered many times during the year.

Retaining high quality part-time workers is very challenging, especially with two new competing ice rinks, with almost every community offering a farmer's market and many part-time employees are seeking full-time employment elsewhere. It is tough to find a qualified worker to fit a very specific job position in a part-time entry level position.

The following is a breakdown of the cost to make the full-time position a reality. Start by taking the new full-time salary of \$40,056, subtract the current recreation supervisor's part-time cost of \$18,525, subtract the current market manager cost of \$12,760 and subtract one 8-hour shift of a building supervisor at a cost of \$4,992. The difference is only \$3,779 in base salary. Once you factor in all the taxes, health benefits and pension, the additional cost is \$14,185. The additional cost can be covered by the increase in various user and rental fees City Council approved that took effect January 1, 2020. The additional revenue is estimated to be \$39,500 looking at usage levels over the last three years.

**MUNICIPAL ENTERPRISE FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2020**

DEPARTMENT	POSITION TITLE	FY 19 AUTHORIZED FTEs	FY 20 AUTHORIZED FTEs
FULL-TIME POSITIONS			
ICE ARENA			
	(1) Recreation Director	0.8	0.8
	(1) Administrative Assistant	0.5	0.5
*	(1) Recreation Supervisor	0.00	0.50
	Building Maintenance Technician	1	1
	(4) Maintenance Worker	0.2	0.2
		2.5	3
PART-TIME POSITIONS			
ICE ARENA			
*		HRS	HRS
	(1) Recreation Supervisor	0.31	650
	(1) Receptionist-Comm. Serv./Ice	0.48	988
	Building Supervisor - Ice	0.38	780
	Custodian - Ice	1.59	3301
	Recreation Aide - Ice	0.81	1695
	Learn to Skate Coordinator	0.12	240
	Learn to Skate Instructor	0.23	480
		3.91	8134
			3.22
			6700
FULL-TIME POSITIONS			
GOLF COURSE - MAINTENANCE			
	Golf Maintenance Superintendent	1	1
	Maintenance Worker I	1	0
	Maintenance Worker II	0	1
	(4) Maintenance Worker	0.8	0.8
		2.80	2.80
PART-TIME POSITIONS			
GOLF COURSE - MAINTENANCE			
	Greenskeeper I	0.44	915
	Greenskeeper II	0.31	640
		0.75	1555
			0.72
			1503
FULL-TIME POSITIONS			
GOLF COURSE - PRO SHOP			
	Asst. Recreation Director	1	1
		1	1
PART-TIME POSITIONS			
GOLF COURSE - PRO SHOP			
	Recreation Aide - Golf	1.54	3200
		1.54	3200
			1.61
			3352

* change effective April 14, 2020

PART-TIME POSITIONS**GOLF COURSE - FOOD SERVICES**

		HRS		HRS
Concession Attendant	0.43	900	0.46	950
	0.43	900	0.46	950
ENTERPRISE FUND TOTAL FULL-TIME (FTEs)	6.30		6.80	
ENTERPRISE FUND TOTAL PART-TIME (FTEs)	6.63		6.01	
TOTAL FULL-TIME FTEs (ALL FUNDS)	106.00		106.00	
TOTAL PART-TIME FTEs (ALL FUNDS)	11.42		8.66	

Notes: ⁽¹⁾ Shared between Community Services and Ice Arena
⁽²⁾ Shared between Building Maintenance and Public Works-Parks
⁽³⁾ Shared between Public Works-Administration and Community Development-Planning
⁽⁴⁾ Shared between Golf Maintenance and Ice Arena

**GENERAL FUND
DETAIL OF AUTHORIZED FULL-TIME EQUIVALENTS (FTEs)
BY DEPARTMENT FY 2020**

DEPARTMENT	POSITION TITLE	FY 2019 AUTHORIZED FTEs	FY 2020 AUTHORIZED FTEs	
FULL-TIME POSITIONS				
LEGISLATIVE SERVICES				
	City Clerk	1	1	
		1.00	1.00	
PART-TIME POSITIONS				
LEGISLATIVE SERVICES				
	Intern - Archiving	0.42	HRS 880	HRS 480
		0.42	880	480
FULL-TIME POSITIONS				
LEGAL SERVICES				
	Administrative Assistant to Prosecutor	1	0	
		1.00	0.00	
FULL-TIME POSITIONS				
ADMINISTRATIVE SERVICES				
	City Administrator	1	1	
	Assistant City Administrator	1	1	
	Public Information Officer & Management	1	1	
	Human Resources Generalist	1	1	
		4	4	
FULL-TIME POSITIONS				
ADMINISTRATIVE SERVICES - MIS OPERATIONS				
	Information Systems Coordinator	1	1	
		1	1	
FULL-TIME POSITIONS				
FINANCE - ADMINISTRATION				
	Director of Finance	1	1	
	Finance Manager/Accountant	1	1	
	Payroll Associate	1	1	
	Accounting Associate	1	2	
		4	5	
PART-TIME POSITIONS				
FINANCE - ADMINISTRATION				
	Accounting Clerk	0.60	HRS 1250	HRS 0
	Clerk	0.60	1250	0
		1.20	2500	0

FULL-TIME POSITIONS
FINANCE - MUNICIPAL COURT

Court Administrator	1	1
Court Clerk	1	1
	<u>2</u>	<u>2</u>

PART-TIME POSITIONS
FINANCE - MUNICIPAL COURT

		HRS		HRS
Clerk	0.34	700	0.50	1040
	<u>0.34</u>	<u>700</u>	<u>0.50</u>	<u>1040</u>

FULL-TIME POSITIONS
COMMUNITY SERVICES - ADMINISTRATION

	⁽¹⁾ Recreation Director	0.20	0.20
	⁽¹⁾ Administrative Assistant	0.50	0.50
*	⁽¹⁾ Recreation Supervisor	0.00	0.50
		<u>0.70</u>	<u>1.20</u>

PART-TIME POSITIONS
COMMUNITY SERVICES - ADMINISTRATION

SERVICES - ADMINISTRATION			HRS		HRS
	Community Center Monitor	0.04	75	0.02	50
*	Market Manager	0.41	850	.40 to 0	825 to 0
*	(1) Recreation Supervisor	0.31	650	.31 to 0	650 to 0
	(1) Receptionist - Comm. Serv./Ice	0.48	988	0.29	600
		1.23	2563	0.31	650

FULL-TIME POSITIONS
MAINTENANCE OF MUNICIPAL FACILITIES

*	(2) Building Maint./PW-Parks Maint.	0.67	0.5	0 to .5
	Building Maintenance Worker II	1	1	
	Building Maintenance Worker I	0	1	
		1.67	2.5	

FULL-TIME POSITIONS
POLICE - ADMINISTRATION

Chief of Police	1	1
Police Captain-Administrative	1	1
Police Lieutenant-CALEA	1	0
Police Sergeant-CALEA	0	1
Administrative Assistant to Police Chief	1	0
Records Associate	2	2
Executive Assistant to Police Chief	0	1
	<u>6</u>	<u>6</u>

PART-TIME POSITIONS
POLICE - ADMINISTRATION

		HRS		HRS
Support Services/Fleet Maintenance Asst.	0.60	1248	0.60	1248
Records Clerk	0.40	832	0.00	0
Administrative Support Specialist	0.60	1248	0.00	0
Evidence Custodian	0.00	0	0.40	832
Administrative Assistant	0.00	0	0.60	1248
	<u>1.60</u>	<u>3328</u>	<u>1.60</u>	<u>3328</u>

* change effective April 14, 2020

FULL-TIME POSITIONS
POLICE - INVESTIGATIONS

Police Lieutenant	0	1
Police Sergeant	1	1
Police Detective	5	5
	6	7

FULL-TIME POSITIONS
POLICE - PATROL

Police Captain	1	1
Police Lieutenant	1	1
Police Sergeant	7	6
Police Officer	26	25
Police Lieutenant - COPPS	1	1
Police Officer - TSO	2	2
Police Officer - SRO	1	1
Police Officer - CPO	2	2
	41	39

FULL-TIME POSITIONS
PUBLIC WORKS - ADMINISTRATION

Director of Public Works	1	1
City Engineer	1	1
Project Manager - Engineering	1	1
⁽³⁾ Administrative Supervisor	0	0.5
Administrative Assistant	1	0
	4	3.5

FULL-TIME POSITIONS
PUBLIC WORKS - STREET MAINTENANCE

Operations Superintendent	1	1
Foreman II	1	0
Foreman I - Streets	1	2
Maintenance Worker II	4	4
Maintenance Worker II/Mechanic	1	1
Maintenance Worker I	2	2
	10	10

FULL-TIME POSITIONS
PUBLIC WORKS - PARKS MAINTENANCE

Foreman I - Parks/Arborist	1	1	
Maintenance Worker II	1	1	
Maintenance Worker I	1	0.5	1 to .5
(2) Building Maintenance/Public Works - Parks	0.33	0	
	3.33	2.5	

* change effective April 14, 2020

**FULL-TIME POSITIONS
PLANNING DEPARTMENT**

Community Development Director	1	1
City Planner	1	1
Project Manager - Planning	1	1
⁽³⁾ Administrative Supervisor	0	0.5
Administrative Assistant	1	1
	4	4.5

**FULL-TIME POSITIONS
BUILDING DEPARTMENT**

Chief Building Official	1	1
Senior Plans Examiner	1	1
Plans Examiner/Building Inspector	1	1
Commercial Building Inspector	2	2
Residential Building Inspector	1	1
Apartment Re-Occupancy Inspector/Code	1	1
Administrative Assistant	2	2
	9	9

GENERAL FUND TOTAL FULL-TIME (FTEs)
GENERAL FUND TOTAL PART-TIME (FTEs)

98.70	*	98.20	*
4.79		2.64	



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Legislative /City Clerk
Category: Ordinance
Prepared By: Debbie Ryan
Department Head: Debbie Ryan

SCHEDULED

ORDINANCE

Bill No. 5822 - an Ordinance Revising Sections 160.090 and 160.095 of the City Code of Ordinances Regarding Means of Participation in City Meetings. First Reading, Final Reading and Passage. EMERGENCY READING AND PASSAGE

The current public health emergency posed by the COVID 19 pandemic has caused the City Council to review current requirements regarding the means of participating in City meetings and has determined that changes are needed to better conduct city business for the benefit of the public.

Ordinance

Meeting of March 23, 2020

BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE REVISING SECTIONS 160.090 AND 160.095 OF THE
CITY CODE OF ORDINANCES REGARDING MEANS OF
PARTICIPATION IN CITY MEETINGS.**

WHEREAS, the current public health emergency posed by the COVID 19 pandemic has cause the City Council to review current requirements regarding the means of participating in City meetings, and

WHEREAS, the City Council has determined that changes are needed to better facilitate City meetings in order to conduct the business of the City for the benefit of the public, and

WHEREAS, the Missouri Attorney General has issued guidance supporting these changes,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, AS FOLLOWS:

SECTION 1. Section 160.090 of the Code of Ordinances is adopted, to read as follows:

Section 160.090. Journal of Meetings and Records of Voting.

[Ord. No. 5220 §3(Exh. A §12), 9-8-2011; Ord. No. 5467 §1, 4-25-2016]

A journal or minutes of open and closed meetings shall be taken and retained by each public governmental body of the City, including but not limited to a record of any votes taken at such meetings. The minutes shall include the date, time, place, members present, members ~~absent~~absent, and a record of any votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" or abstention if not voting to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public, and public votes and public records shall be open to the public for inspection and duplication. Except as otherwise provided herein or in Section **160.095**, all votes taken by roll call in meetings of ~~the City Council~~a public governmental body of the City shall be cast by members of the ~~City Council~~body who are physically present and in attendance at the meeting site. When it is necessary to take votes by roll call in a meeting of the City Council, due to an emergency of the City Council, with a quorum of the members physically present and in attendance and less than a quorum of the members (including the Mayor) participating via telephone, facsimile, Internet, or any other voice or electronic means besides videoconference pursuant to Section **160.095**, the nature of the emergency of the City Council justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all Council

members and the Mayor were physically present and in attendance at the meeting site. Meetings of the public governmental body other than City Council meetings, which do not require any roll call voting, may be conducted by any telephonic or electronic means in case of emergency, whether or not a quorum is physically present and in attendance at a common meeting site.

[1]

State Law References — As to similar provisions, §§610.015, 610.020, RSMo.

SECTION 2. Section 160.095 of the Code of Ordinances is adopted, to read as follows:

Section 160.095. Meetings Using Videoconference Technology.

[Ord. No. 5467 §2, 4-25-2016]

A.

Policy Statement. While it is legally permissible for the Mayor and members of the City Council and other Boards, Commissions, Committees and Task Forces to attend meetings and vote via videoconference transmission, because it is good public policy for ~~the Mayor and all Council public body~~ members and for citizens to have the opportunity to conduct meetings face to face, members of the City Council and the Mayor and other Boards, Commissions, Committees and Task Forces should endeavor to be physically present at all meetings. The primary purpose of attendance by videoconference should be to allow meetings to occur when emergency circumstances would otherwise prevent the physical attendance of a quorum of the public body-Council's members. A secondary purpose of attendance by videoconference should be to ensure that ~~the Mayor and~~ all members may participate in business of the City ~~Council~~ despite personal emergencies or constraints. All reasonable efforts should be expended to ensure that a quorum of the members ~~of the City Council~~ is physically present at the posted meeting place ~~of the Council~~.

B.

"Videoconference" Defined. For purposes of this Section, "videoconference" or "videoconferencing" shall refer to a means of communication where at least one ~~elected~~ official participates in a ~~City Council~~ meeting via an electronic connection made up of three components:

1.

A live video transmission of the official not in physical attendance;

2.

A live audio transmission allowing the official not in physical attendance to be heard by those in physical attendance; and

3.

A live audio transmission allowing the official not in physical attendance to hear those in physical attendance at a meeting.

C.

Frequency Of Videoconference Attendance. Unless otherwise approved by the ~~Council~~ members in physical attendance at a meeting, an ~~elected~~ official shall not attend more than two meetings via videoconference in a rolling twelve-month period.

D.

Notice Of Intent To Attend By Videoconference. In order to allow for any necessary technical arrangements, an ~~elected~~ official intending to attend a meeting by videoconference shall exert best efforts to notify the City Clerk at least twenty-four (24) hours in advance of the posted starting time of the meeting. However, this provision shall be deemed waived if the City is reasonably able to make the necessary arrangements on shorter notice. In the event of limited capacity, videoconference communications shall be established for officials in the order in which they provided notice of intent to attend in such manner. Notwithstanding any such notice, unless otherwise determined by ~~the public body~~~~the Mayor and Council~~, a meeting shall proceed on schedule regardless of any failure to establish videoconference communications.

E.

Physical Location. The City shall provide at the ~~City Council's~~ regular meeting location communication equipment to facilitate videoconference attendance in accordance with this Section.

F.

Voting. ~~Elected~~ Officials attending a meeting of the City Council via videoconference shall be deemed present for purposes of participating in a vote to the same effect as those in physical attendance at a meeting. If any component of the videoconference communication fails during the meeting, as determined by the chairperson subject to appeal to the ~~body~~~~Council~~, the official attending the meeting by videoconference whose connection failed shall be deemed to have left the meeting immediately upon and for the duration of such failure. Unless the ~~body~~~~Council~~ votes to recess or adjourn, or quorum is lost, the meeting shall continue. If the ~~body~~~~Council~~ was in the act of voting, the voting may stop until all of the components of videoconference attendance are again restored and the videoconference participant's presence is again noted in the minutes, in the discretion of the chairperson of the meeting, subject to appeal to the ~~body~~~~Council~~.

G.

Closed Meetings. In a meeting where an ~~elected~~ official is participating via videoconferencing and the meeting goes into a closed session, all provisions of Missouri law and City ordinances relating to closed sessions shall apply. Upon the ~~Council's~~ vote to close the meeting, ~~the body~~ ~~t~~ shall move to a closed room with videoconference capability or all members of the general public shall leave the equipped public meeting room. Likewise, an ~~elected~~ official participating via videoconferencing should ensure and confirm for the minutes, and unless otherwise stated it shall be presumed, that there are no unauthorized persons present at his/her location to see, hear, or otherwise communicate during the closed session.

H.

Minutes. In any open or in closed session, the minutes taken should reflect the officials participating via videoconference or other electronic means, the officials in physical attendance, and officials, if any, absent.

I.

Emergency Meetings. In addition to the provisions of Section **160.090**, in the event that emergency circumstances prevent elected officials from physically attending in a timely manner, and the City has the necessary services and/or equipment in place, the ~~public body~~~~Mayor and Council~~ may meet and vote by videoconference without the requirement that a quorum be physically present in the same place. Examples of such emergency circumstances include, but are not limited to, war, riot, terrorism, widespread fire, or natural disaster such as earthquake, tornado, hurricane, flood or blizzard. To the extent reasonably possible in such circumstances, the City shall use reasonable efforts to cause a physical location to be provided and posted for public attendance and participation. The nature of the emergency shall be recorded in the minutes. A body other than the City Council cannot take a legally mandated roll call vote unless a quorum is physically present at the meeting site.

SECTION 3. Due to the COVID 19 pandemic, an emergency is hereby declared, and this Ordinance shall take effect after having been read two times at a single meeting and immediately upon adoption pursuant to Section 3.11(E) of the Charter.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2020.

PRESIDENT OR SENIOR MEMBER OF THE
CITY COUNCIL

APPROVED THIS _____ DAY OF _____, 2020.

BARRY GLANTZ, MAYOR

ATTEST:

DEBORAH RYAN, MRCC
CITY CLERK



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: City Administrator
Category: Ordinance
Prepared By: Mark Perkins
Department Head: Carl Lumley

SCHEDULED

STAFF REPORT

Bill No. 5823 - an Ordinance Enacting a New Subsection C to Section 130.010 of the City Code of Ordinances Regarding the Covid 19 Pandemic. First Reading, Final Reading and Approval. EMERGENCY READING AND PASSAGE

A COVID 19 supplement to our personnel policy is proposed to provide authority to the City Administrator to take emergency action as to interpretation and administration of personnel policies as needed to provide for the protection of public health, employee safety, provision of services to the public, and financial stability of the City; the supplement also includes amendments to city policies related to the U.S. Families First Coronavirus Response Act.



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Police Department
Category: Resolution
Prepared By: Pam Manning
Department Head: Glenn Eidman

SCHEDULED

RESOLUTION

Resolution No. 1479 - a Resolution of the City Council of the City of Creve Coeur, Missouri, Approving a Contract for Services with Utility Associates Inc. for the Purchase of 40 Body-Worn Cameras, and 17 In-Car-Video Cameras for the Police Department.

Current Police Department policy requires officers to record all official contacts with the public. The Creve Coeur Police Department has been utilizing in-car video cameras for nearly two decades. More recently, the department implemented a limited roll-out of body-worn cameras. Recommending purchase of 40 body cameras and 17 in-vehicle cameras.

Resolution

Meeting of March 23, 2020

RESOLUTION NO. 1479

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CREVE COEUR, MISSOURI, APPROVING A CONTRACT FOR SERVICES WITH UTILITY ASSOCIATES INC. FOR THE PURCHASE OF 40 BODY-WORN CAMERAS, AND 17 IN-CAR-VIDEO CAMERAS FOR THE POLICE DEPARTMENT

WHEREAS, the Creve Coeur Police department utilizes in car video cameras for citizen, suspect and other interactions, and also wants to use body worn cameras for all uniformed patrol, and supervisors; and

WHEREAS, such use of cameras will be part of Police Department best practices as well as an important benefit provided to the public; and

WHEREAS, these cameras will provide a record of interactions, provide transparency and establish a more vibrant trust between law enforcement and the general public; and

WHEREAS, the proposed agreement with Utility Associates Inc will provide the equipment and services in the annual amount of \$64,964.00 or a total cost over 5 years of \$324,819.00;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREVE COEUR, AS FOLLOWS:

Section 1: The Contract between the City and Utility Associates, Inc attached hereto as Exhibit A providing for purchase of 40 body worn cameras and 17 in-car video cameras with software license for the annual price of \$64,964 or the total cost of \$324,819.00 over 5 years, is hereby approved and the City Administrator is authorized to execute that agreement with such changes as he may deem necessary, consistent herewith. The City Administrator and his designated representatives are hereby authorized and directed to take any and all actions necessary, desirable, convenient or proper in order to carry out the intent of this Resolution, the matters herein authorized, and the rights and duties of the City under the agreement.

Section 2: This Resolution shall take effect upon approval.

Adopted this 23rd Day of March 2020.

Barry Glantz, Mayor

Attest:

Deborah Ryan, MPCC
City Clerk



CREVE COEUR POLICE DEPARTMENT INTEROFFICE MEMO

DATE: March 13, 2020

TO: Chief G. Eidman

FROM: Capt. Tim Koncki

SUBJECT: In-Car and Body-Worn Cameras

HISTORY:

Current Police Department policy requires officers to record all official contacts with the public. The Creve Coeur Police Department has been utilizing in-car video cameras for nearly two decades. More recently, the department implemented a limited roll-out of body-worn cameras.

In-car and body-worn cameras create video records of the incidents that officers encounter and how they respond to incidents. The use of in-car and body-worn camera technology has been a great benefit as they help build better relationships with the community by promoting accountability, transparency and legitimacy. Additionally, these cameras assist in improving evidence collection, aiding criminal prosecution, strengthening officer performance, documenting encounters between police and the public, and by assisting in citizen complaints and internal affairs investigations.

The video footage captured from in-car and body-worn cameras has served as an accurate record of police interactions with the community. The body worn-camera video provides an excellent point-of-view perspective from the officer's position. The Creve Coeur traffic officers who have been using the body-worn cameras have endorsed their use. They have all found them extremely valuable tools while going about their job. In addition, patrol supervisors and commanders have found the recordings valuable in conducting performance audits and investigating citizen complaints.

SUMMARY:

The majority of in-car camera equipment being utilized by the department is over 7 years old and out of warranty. While these in-car cameras have served the department well for the past several years, we have experienced an increase in repair issues. The current in-car video systems do not integrate with body cameras. Also, advances in technology have created a need to upgrade the current equipment. In reviewing the bids received, one company stands out, specifically for the new technology and options for implementation. The technology available offers a host of benefits, to include several officer safety features:

- Synchronized In-Car Camera and body worn video-compatible interoperable video recording systems which seamlessly integrate into the same incident for Chain-Of-Custody and playback review.
- Automatic recording when officer weapon is drawn from holster Option for live view from remote locations.
- Geo fence programming to eliminate officer error in forgetting to activate camera
- Secure, smart mounting anchoring systems to uniform to ensure camera lens is

- not pulled from uniform during struggle.
- Cloud based storage option that provides a secure upload and storage as the video is uploaded instantly over the wireless internet connection and stored locally until a connection can be made with a fixed mount wireless upload appliance.
- Smart redaction capability which will reduce time spent fulfilling FOIA and Discovery requests, the software is one of the most updated and robust on the market.
- Integration-Utility's evidence ecosystem integrates with existing CAD (computer aide dispatching system)
- Real-time communications-Utility can communicate time sensitive information including BOL's, amber alerts and an Officer down alert to the dispatch center.
- Greater battery life than existing equipment

For these reasons, the Police Department recommends a purchase (or lease) of the services of Utility Body Worn system for all of the new in-car cameras and a full implementation of body-worn cameras for the police officers working patrol assignments. This would require a purchase (or lease) of equipment for 40 officers and 17 patrol vehicles.

The police department published a "Request for Bid" for 17 in-car cameras and 40 body-worn cameras. There were five bids received before the deadline. They are listed below in alphabetical order, along with cost and minimal requirement comparison.

		Full Integratio	Batter y	File Sharin	Secur e	Trade- In	Warrant y
Vendor	Cost						
Axon Enterprise	\$ 273,908	x	-	x	-	-	1-year
Coban	\$ 534,139	x	-	x	-	-	3-year
Digital Ally	\$ 295,055	x	-	x	-	x	3-year
Kustom Signals	\$ 310,000	x	-	x	-	-	5-year
Utility Associates	\$ 324,819	x	x	x	x	x	5-year

* 5-Yr Lease

After careful review of all bids, the recommended vendor to supply the equipment and contract is Utility Body Worn. Utility not only meets all of the minimal requirements, but also provides many officer safety and higher quality features in comparison to the other vendors. Some of the safety features of note:

1. **Officer Down Emergency Alert** – system detects when an officer down and immediately starts recording. The system sends a real-time emergency alert with location to Dispatch and nearby police officers.
2. **Gunshot Detection** – body worn units detect nearby gunshots which triggers the recording and alerts all officers.
3. **Live Streaming & Immediate Upload** – officer video recording can be viewed remotely by supervisors when necessary. Videos are immediately uploaded for review with no significant lag time.
4. **Holster Activation** – system starts recording when an officer draws his weapon from his holster and also alerts Dispatch.

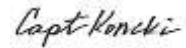
5. Various other advanced technical settings that will allow for efficient and high-quality recording and review.

The purchase of the Utility Body Worn and in-car video cameras will require a budgetary amendment and adjustment of the Public Safety-19 budget. Specifically, in account #19-21-23-9503 in the amount of \$64,964.00 annually or \$324,819.00 paid over 5 years, interest free. Once approved, the order will be submitted and integration of the in-car video and body-worn cameras should be in place by Mid-June.

The agreement with Utility would be a 5-year lease of equipment with all service, repair, replacement and upgrades included. There is no requirement to purchase equipment.

Recently, the St. Louis County Police Department has implemented the Utility camera system. Early reviews from their experience have been favorable. The Bridgeton Police Department is in the process of implementing the Utility camera system.

Respectfully,



Capt. Tim Koncki DSN 513



SALES QUOTE

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Creve Coeur MO Police

Date 3/19/2020
Sales Quote # 12718
Expires 7/31/2020
Sales Rep Watson, John
PO #
Terms Net 30

Bill To

Timothy Koncki
Creve Coeur Police Department
300 N. New Ballas Road
Creve Coeur MO 63141

Ship To

Creve Coeur Police Department
300 N. New Ballas Road
Creve Coeur MO 63141

Item	Description	Qty	Price Each	Amount
IOTVID-S-4005	AVaiL Web SaaS and Warranty with 24/7 Technical Support for Rocket IoT (In-Car Video Only) - 5 Years	17	5,100.00	86,700.00
IOTVID-H-4001	Rocket IoT In-Car Video System Hardware Bundle - Includes BW Microphone	17	2,500.00	42,500.00
BW-S-4005	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years	40	4,500.00	180,000.00
BW-H-4001	Bodyworn Hardware Bundle	40	800.00	32,000.00
BodyWorn Refresh	BodyWorn Hardware Refresh at the 37th month of the Contract	40	800.00	32,000.00
BWH-H-4001	BodyWorn Holster Sensor	40	300.00	12,000.00
SWP-H-4001	SmartWay Point Access Point	1	3,500.00	3,500.00
DISCOUNT	Trade-in Credit and Multi-Year Contract Discount (5 Year) - All WatchGuard Product will be Returned to UA, Inc. for Discounts to be Honored	1	(63,881.00)	(63,881.00)

Total \$324,819.00



Attachment B - Service Level Agreement (SLA)

INTRODUCTION

This service agreement describes the levels of service that (the client) will receive from Utility (the supplier).

Purpose

The client depends on IT equipment, software and services (the IT system) that are provided, maintained and supported by the supplier. Some of these items are of critical importance to the business.

This service agreement sets out what levels of availability and support the client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the client and the supplier. It aims to enable the two parties to work together effectively.

SCOPE

Parties

This agreement is between:

The Client	The Supplier
Creve Coeur Police Department	Utility Associates Inc.
350 North New Ballas Road Creve Coeur, Missouri 63141	250 E. Ponce De Leon Avenue, Suite 700 Decatur, Georgia 30030
Key Contact	Key Contact
Glenn Eidman – Chief of Police p. 314-872-2523 e. geidman@crevecoeurmo.gov	Vincent Chiera, Jr. – Inside Sales Manager p. 678-799-0640 e. vchiera@utility.com

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying Offer Letter dated March 19, 2020 and will run for the term of the agreement plus any extensions of such agreement. It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the client and supplier.



Item Type	Number of Items	Item Priority
BodyWorn Camera	Qty. 40, Supplied by Utility	1
Bluetooth Media Controller	Qty. 40, Supplied by Utility	2
AvailWeb	Unlimited User Licenses, for Police use, Supplied by Utility	2
Rocket IoT Control Unit	Qty. 17, Supplied by Utility	1
Rocket IoT Front and Rear HD Cameras (2 Per Vehicle)	Qty. 17, Supplied by Utility	3
In-Car Video Tablet Interface	Qty. 17, Supplied by Utility	3
BodyWorn Holster Activation Sensor	Qty. 40, Supplied by Utility	3
BodyWorn-Ready Uniforms	\$200 Uniform Allotment Towards New BodyWorn Ready Uniforms, per Officer, Supplied by Utility	3
Smart WayPoint	Qty. 1, Supplied by Utility	3

Exclusions

This agreement is written in a spirit of partnership. The supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended**
- The client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services.
- The client has prevented the supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

This agreement does not apply in circumstances that could reasonably be said to be beyond the supplier's control. For instance: floods, war, acts of God and so on.

Regardless of the circumstances, Utility aims to be helpful and accommodating at all times and will do its absolute best to assist the client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The supplier will provide and maintain the system used by the client.

Additionally, the supplier will:



- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the client at all times

Client Responsibilities

The client will use the supplier-provided system as intended.

The support contract between the supplier and the client includes full details of the system and its intended uses.

The client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a client approved third party or supplier provided access point, the client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the client should budget for an increase to their upload speed with their local carrier.

Additionally, the client will:

- Notify the supplier of issues or problems in a timely manner
- Provide the supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the supplier at all times

GUARANTEED RESPONSE TIMES

When a client raises a support issue with the supplier, the supplier promises to respond in a timely fashion.

Response Times

Utility provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by Utility personnel before they become an impact to the performance of the service. For support provided to the customer directly, Utility has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by Utility, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2 and from there to Tier 3, which is on-site technical support from a Utility field engineer.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours



2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's systems are key to daily functions and must be functional in the field.

However, Utility is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "AVaiL™", "AVaiL Web", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes. Services should not incur any additional charges related to the offer and scope of work proposed, unless modified and acknowledged in writing, by either party during the course of project deployment. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who



ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement upon thirty (30) days written notice to UA. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software, Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. Help Desk Support Services are available 24 hours a day, seven days a week, operating in Eastern Standard Time. UA shall provide Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro-rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

USE OF THE SERVICE



2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non-assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 End User License Agreements. The Licensed software may incorporate software under license from a third party. If the third party requires Customer's notification of such use through an End User License Agreement (EULA), UA will provide such notification to the Customer. In order to use the Service, Customer agrees to be bound by all EULA(s) provided at the time of delivery whether by hardcopy or displayed upon Installation or use of the Service. Customer's use of the Service subsequent to such notice(s) shall constitute Customer's acceptance of the EULA(s).

2.3 Restrictions. Customer and its Licensed Users shall not: (a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). Customer shall, in addition to the Fees required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transaction(s) contemplated hereby, excluding, however, income taxes on income which may be levied against UA ("Taxes"). Customer shall reimburse UA for the amount of any such Taxes. If Customer fails to pay any undisputed Fees within thirty (30) business days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including BodyWorn™ devices and peripherals, and Rocket



IoT™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement upon thirty (30) days prior written notice to UA. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) terminate this Agreement and provide Customer, as Customer's sole and exclusive remedy, with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or



re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK.

CONFIDENTIAL INFORMATION

5.1 Confidential Information. As used herein, the term "Confidential Information means all technical, business and other information relating to the Service, which (i) is possessed or hereafter acquired by UA and disclosed to Customer or Licensed Users, (ii) derives economic value from not being generally known to persons other than UA and its customers, and (iii) is the subject of efforts by UA that are reasonable under the circumstances to maintain its secrecy or confidentiality. Confidential Information shall include, but shall not be limited to, oral or written (including, without limitation, storage in electronic or machine readable media) information with respect to UA's trade secrets, know-how, proprietary processes, operations, employees, contractors, prospects, business plans, product or service concepts, business methods, hardware, software, codes, designs, drawings, products, business models and marketing strategies, in each case relating to the Service. Confidential Information shall not include any information which Customer can demonstrate (a) has become generally available to and known by the public (other than as a result of a disclosure directly or indirectly by Customer, any of its affiliates or any of its or their respective employees, contractors or agents), (b) has been made available to Customer on a non-confidential basis from a source other than UA, provided that such source is not and was not bound by a confidentiality agreement with UA or any other legal obligation of non-disclosure, or (c) has been independently acquired or developed by Customer without violating any of its obligations under this Agreement.

5.2 Non-Disclosure of Confidential Information. Customer shall hold confidential all Confidential Information (as defined in Section 5.1) of UA and shall not disclose or use (except as expressly provided in this Agreement) such Confidential Information without the express written consent of UA. Confidential Information of UA shall be protected by the Customer with the same degree of care as Customer uses for protection of its own confidential information, but no less than reasonable care. Customer may disclose Confidential Information only to those of its employees who have a need to know the Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of UA, the Customer shall promptly, at the option of UA, either return or destroy all (or, if UA so requests, any part) of the Confidential Information previously disclosed and all copies thereof, and the Customer shall certify in writing as to its compliance with the foregoing. Customer agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of UA's rights therein and to take appropriate action by instruction or agreement with its Licensed Users to satisfy its obligations hereunder. Customer shall use its reasonable commercial efforts to assist UA in identifying and preventing any unauthorized access, use, copying or disclosure of the Confidential Information, or any



component thereof. Without limitation of the foregoing, Customer shall advise UA immediately in the event Customer learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of UA. In the event Customer is required to disclose any Confidential Information by law or court order, it may do so, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that the Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information. In such event, Customer shall not be liable for such disclosure unless such disclosure was caused by, or resulted from, in whole or in part, a previous disclosure by Customer, any of its affiliates or any of its or their respective employees, contractors or agents, not permitted by this Agreement. UA Confidential Information shall not include information which can be demonstrated by Customer: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of Customer, its employees, or agents; (ii) to have been supplied to Customer after the time of disclosure without restriction by a third party who is under no obligation to UA to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that UA is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that Customer apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.

5.3 Non-Disclosure of Customer Confidential Information. Notwithstanding any provision of this Agreement to the contrary, UA shall hold confidential all information disclosed to UA (a) concerning the business affairs or proprietary and trade secret information of Customer, (b) any information that derives economic value from not being generally known to persons other than Customer and its employees, and (c) any information that is the subject of efforts by Customer that are reasonable under the circumstances to maintain its secrecy or confidentiality, whether disclosed to UA by Customer in oral, graphic, written, electronic or machine readable form ("Customer Confidential Information") and shall not disclose or use such Customer Confidential Information without the express written consent of Customer. Customer Confidential Information shall be protected by UA with the same degree of care as UA uses for its own confidential information, but no less than reasonable care. UA may disclose Customer Confidential Information only to those of its employees who have a need to know the Customer Confidential Information for purposes of performing or exercising rights granted under this Agreement and only to the extent necessary to do so. At any time upon the request of Customer, UA shall promptly, at the option of Customer, either return or destroy all (or, if Customer so requests, any part) of the Customer Confidential Information previously disclosed and all copies thereof, and UA shall certify in writing as to its compliance with the foregoing. UA agrees to secure and protect the Customer Confidential Information in a manner consistent with the maintenance of Customer's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. UA shall use reasonable commercial efforts to assist Customer in identifying and preventing any unauthorized access, use, copying or disclosure of the Customer Confidential Information, or any component thereof. Without limitation of the foregoing, UA shall advise Customer immediately in the event UA learns or has reason to believe that any person has violated or intends to violate these confidentiality obligations or the proprietary rights of Customer, and UA will, at UA's expense, cooperate with Customer in seeking injunctive or other equitable relief in the name of UA or Customer against any such person. Customer Confidential Information shall not include information which can be demonstrated by UA: (i) to have become part of the public domain except by an act or omission or breach of this Agreement on the part of UA, its employees, or agents; (ii) to have been supplied to UA after the time of disclosure without restriction by a third party who is under no obligation to Customer to maintain such information in confidence; or (iii) required to be disclosed by law or court order, provided that Customer is provided a reasonable opportunity to prevent such disclosure, and, in the event of a disclosure, that UA apply reasonable commercial efforts to ensure that available confidentiality protections are applied to such information.



5.4 Passwords. Any and all logon identifiers and passwords provided hereunder are deemed Confidential Information of UA. Customer and Licensed Users are responsible for maintaining the confidentiality of such logon identifiers and passwords. Customer agrees to (a) immediately notify UA of any unauthorized use of such logon identifiers or passwords or any other breach of security pertaining to the Service, and (b) ensure that Licensed Users exit from their accounts at the end of each session. UA cannot and will not be liable for any loss or damage arising from Customer's or any Licensed User's failure to comply with this Section 5.4.

5.5 Term. With regard to Confidential Information that constitutes trade secrets, the obligations in this Section shall continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations in this Section shall continue for the term of this Agreement and for a period of five years thereafter.

INDEMNIFICATION AND LIABILITY

6.1 Vendor. The Vendor shall indemnify, defend and hold the Customer and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) any act or omission of the Vendor, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any breach of a covenant, representation or warranty made by the Vendor under this Contract; and (iii) use by the Vendor of any intellectual property in connection with the Services (whether such intellectual property is owned by the Vendor or a third party) or the incorporation by the Vendor of intellectual property into the Services.

PROPRIETARY RIGHTS

7.1 Proprietary Rights. No right (except for the License right granted in Article 2), title or interest in any intellectual property or other proprietary rights are granted or transferred to Customer hereunder. UA and its third-party licensors and service providers retain all right, title and interest, including, without limitation, all patent, copyright, trade secret and all other intellectual property and proprietary rights, inherent in and appurtenant to the Service and all derivative works connected therewith.

TERM AND TERMINATION

8.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth herein, and shall automatically renew for additional one (1) year terms unless either party cancels such renewal by written notice to the other party. Either party may immediately terminate this Agreement in the event that: (a) the other party breaches any material obligation, warranty, representation or covenant under this Agreement, (b) the other party becomes insolvent or is unable to pay its debts as due, enters into or files (or has filed or commenced against it) a petition, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of any other jurisdiction or transfers all of its assets to another person or entity. In the event the Agreement is terminated under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. Either party may terminate this Agreement for any reason by providing at least thirty (30) days written notice to the other party. In the event Customer terminates the Agreement under this provision, Customer is only responsible for all Fees due up through the effective date of the termination. If Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata



refund of all Fees not owing past the effective termination date. If UA terminates the Agreement under this provision, Customer is entitled to at least thirty (30) more days use of the Service, for which Customer will be responsible for all Fees. If UA terminates the Agreement and Customer has already submitted Fees for the entire Term, Customer is entitled to a pro-rata refund of all Fees not owing past the effective termination date. If timely payment of undisputed Fees is not received by its due date, UA reserves the right to either suspend or terminate Customer's or Licensed User's access to the Service. Upon termination or expiration of this Agreement for any reason, the License and the Service shall terminate, Customer will be obligated to pay any and all Fees due hereunder up through the date of such termination or expiration and UA shall have no further obligations to Customer. Sections 2.2, 2.3, and 4.3 and Articles 5, 6, 7, 8, and 9 hereof shall survive the expiration or termination of this Agreement for any reason.

(d) The Termination for Convenience Clause asserts that, with thirty (30) days written notice, the customer may rescind its contract for failure to perform, and will be refunded the balance of the contract, prorated for the period of use. Should the contract be cancelled, all video stored in the Evidence Management System will be provided to the Department for transfer to another vendor, in an industry standard format (.mp4).

(e) 3rd Party Financing; Termination. Should customer terminate their agreement with UA, any unused portion of the paid balance to a 3rd party financing company, pro-rated through the period of payment, would be refunded by UA to the customer.

MISCELLANEOUS

9.1 Notices. Any written notice required or permitted to be delivered pursuant to this Agreement will be in writing and will be deemed delivered: (a) upon delivery if delivered in person; (b) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (c) upon transmission if sent via telecopier/facsimile, with a confirmation copy sent via overnight mail; (d) one (1) business day after deposit with a national overnight courier;

9.2 Governing Law and Venue. This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Georgia. Any suit or proceeding relating to this Agreement shall be brought in the courts, state and federal, located in Dekalb County, Georgia.

9.3 UCITA Disclaimer. THE PARTIES AGREE THAT THE UNIFORM COMPUTER TRANSACTIONS ACT OR ANY VERSION THEREOF, ADOPTED BY ANY STATE, IN ANY FORM ("UCITA"), SHALL NOT APPLY TO THIS AGREEMENT. TO THE EXTENT THAT UCITA IS APPLICABLE, THE PARTIES AGREE TO OPT OUT OF THE APPLICABILITY OF UCITA PURSUANT TO THE OPT-OUT PROVISION(S) CONTAINED THEREIN.

9.4 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate

9.5 Force Majeure. Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control including, without limitation, acts of God or nature, actions of the government, fires, floods, strikes, civil disturbances or terrorism, or power, communications, satellite or network failures; provided, however, this Section 9.5 shall not apply to Customer's obligation to pay any of the Fees in accordance with Article 3 hereof. .



9.6 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory. The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Section.

9.7 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

9.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

9.9 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

9.10 Entire Agreement. This Agreement (including the Schedules and any addenda hereto) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.



IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of the client:

Signed: _____

Name: _____

Position: _____

Date: _____

Signed on behalf of the supplier:

A handwritten signature in black ink, appearing to read 'Vincent Chiera, Jr.', written over a light grey rectangular background.

Vincent Chiera, Jr.

Inside Sales Manager (UA, Inc.)

p. 678-799-0640

vchiera@utility.com

Glenn A. Eidman
Chief of Police



BUSINESS 314-432-8000
FAX 314-432-5691
EMERGENCY 911

CREVE COEUR POLICE DEPARTMENT
300 N. New Ballas Rd.
Creve Coeur, MO 63141-7501

REQUEST FOR BID

March 4, 2020

The Creve Coeur Police Department is requesting bids and pricing for the purchase or lease for a full system of in-car (17 units) and body-worn (40 units) cameras to replace our current equipment. The proposed equipment should:

- fully integrate with each other
- Individual units shall have a battery life to last 16 continuous hours
- Utilize a cloud based storage system, efficient and easy to use redaction software system, and ability to file share with outside entities.
- In-car-video Cameras - the system should have two cameras in the vehicle interior; one showing a front view and a second camera showing the prisoner compartment. Both cameras should have audio capability.
- Trade-in credit for existing in-car and body cam equipment is considered.
- The body cameras must be rugged and able to withstand rough treatment. The camera must be securely mounted to the officer's uniform to ensure it does not become dislodged in the course of duty. Video capture must be continuous without interruption even during adverse conditions of weather or impact.
- The bid should include the cost of equipment, installation, training, maintenance warranty, storage, along with any modifications necessary to existing equipment. The storage system should have the capacity to save 61 days for all recordings as well as additional storage for certain video needed to be retained for longer periods of time.
- The bid shall stand for 7 business days with a return by e-mail, or if preferred a formal bid document of the vendor's choosing. The bids are due back to Captain T. Koncki no later than Thursday, March 12, 2020 at 5pm central time.

Please forward all bids to:

Captain Tim Koncki
350 N. New Ballas Road
Creve Coeur, MO. 63141
(314) 872-0946 Ext 2524
tkoncki@crevecoeurmo.gov

By: Capt. Tim Koncki

On behalf of:
Chief Glen Eidman



March 19, 2020

Chief Glenn Eidman
 Creve Coeur Police Department
 350 North New Ballas Road
 Creve Coeur, Missouri 63141

Dear Chief Eidman,

Utility Inc. is honored that your Department is considering our Company to provide its Officers with the BodyWorn™ and Rocket IoT™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Department to the growing family of Departments and Agencies who have deployed both the BodyWorn and Rocket IoT Solutions – the industry's smartest technology for first responders.

Please allow this letter to serve notice that Utility Inc. agrees to the following provisions as part of the service agreement that the Creve Coeur Police Department intends to enter into with our Company:

1. Price Proposal:

- a. BodyWorn Camera Systems to Support 40 Officers
- b. Vehicle Video & Communications Systems to Support a Total of 17 Police Vehicles
- c. Period of Agreement = Five (5) Years
- d. Total System Price, Inclusive of all Hardware, Software Licenses, Data Storage/Retrieval, Warranty, Support, and Rebates of (-\$63,881) for a period of Five (5) Years for: **\$324,819**
- e. Attachment A - (Quote #12718) outlines the details of the price proposal, with part numbers and associated quantities.
- f. Discounts are contingent upon UA, Inc. receiving all WatchGuard products from the Department

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

BodyWorn/Rocket IoT Vehicle Video/Communications/Camera triggers - Includes AVaiLWeb™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Officer (Qty. 40) will be equipped with the following:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. Any Combination of New BodyWorn-Ready Uniforms, not to Exceed a \$200 allotment credit per Officer
- e. Unlimited Retrofits of Existing Uniforms to BodyWorn Ready Status within 90 Days of Hardware Receipt, per Officer
- f. AVaiLWeb Management Software and Mapping Interface License
- g. Unlimited Download & Storage – Based on Department's Retention Policy
- h. Smart Redaction Software License
- i. BodyWorn Hardware Refresh at the 37th Month of Contract

- j. Installation and Training – Onsite and Online Training Included
- k. Full Warranty
- l. 24/7 Technical Support for the Life of the Contract (60 months)

Every Vehicle (Qty. 17) will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. One Front and One Rear HD Cameras
- d. Tablet Video Interface
- e. Installation, Validation, and Configuration
- f. Full Warranty
- g. 24/7 Technical Support for the Life of the Contract (60 Months)

For high speed wireless video offload, Utility Inc. will provide one (1) Smart WayPoint. Normally, this is deployed at the primary offload location, or Headquarters. Should the Office wish to have alternate offload locations, additional Smart WayPoints can be purchased, installed, for \$3,500/ea. See (7) below for details about Smart WayPoint connectivity

3. Installation Services: Outside the Scope of this Offer, any Additional Units will be Subject to the Following

- a. Daily Rate Charges of \$1359/day are Applied at a Minimum of Two (2) Days for Installs of less than Ten (10) Vehicles, per Scheduled Visit

4. Service Level Agreement (SLA) and Termination for Convenience:

- a. The Service Level Agreement asserts 99% uptime with 24/7 Technical Support. This includes After Hours Call Back on any issues requiring immediate attention. On/Off Hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.
- b. Details of the SLA are provided in Attachment (B).

5. Payment Terms and Options for Procurement of Goods: In consideration of the potential partnership between Utility and the Creve Coeur Police Department we would like to extend the following special finance terms for a direct purchase from Utility with a five-year term.

Finance Payment Option:

Utility is pleased to partner with LCA Inc. to offer the Creve Coeur Police Department the option to completely upgrade its entire fleet and officer corps with the most advanced technology available to first responders; while spreading the cost over equal annual payments at **0% Interest**.

- Annual Payments in Years 1 through 5: **\$64,963.80/ Yr.**

To exercise this option, please complete and submit the application (Attachment C) to the following recipient at LCA:

LCA Inc., Attn: Joe Galo, ph: (800) 800-8098 x5110, email: jgalo@leasecorp.com

6. Network Connectivity Via Smart WayPoint (Utility Access Point): The Department is responsible for maintaining power and internet connectivity to the provided Smart WayPoint(s). The Department has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the Smart WayPoint to its own network. Upon execution of the contract, as part of the deployment process, a network assessment will be conducted of the Department's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Department should budget for an increase to their upload speed with their local carrier

We are privileged to work with your Department on this project. Should you have any questions, at any time, please feel free to call or email me at: 678-799-0640 or vchiera@utility.com

Respectfully,



Vincent Chiera Jr. – Inside Sales Manager

Offer Acceptance by Authorized Official:

Title:

Date:

cc. Mark Wood, National Sales Director
John Watson, Business Manager



SALES QUOTE

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Creve Coeur MO Police

Date 3/19/2020
Sales Quote # 12718
Expires 7/31/2020
Sales Rep Watson, John
PO #
Terms Net 30

Bill To

Timothy Koncki
Creve Coeur Police Department
300 N. New Ballas Road
Creve Coeur MO 63141

Ship To

Creve Coeur Police Department
300 N. New Ballas Road
Creve Coeur MO 63141

Item	Description	Qty	Price Each	Amount
IOTVID-S-4005	AVaiL Web SaaS and Warranty with 24/7 Technical Support for Rocket IoT (In-Car Video Only) - 5 Years	17	5,100.00	86,700.00
IOTVID-H-4001	Rocket IoT In-Car Video System Hardware Bundle - Includes BW Microphone	17	2,500.00	42,500.00
BW-S-4005	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn - 5 Years	40	4,500.00	180,000.00
BW-H-4001	Bodyworn Hardware Bundle	40	800.00	32,000.00
BodyWorn Refresh	BodyWorn Hardware Refresh at the 37th month of the Contract	40	800.00	32,000.00
BWH-H-4001	BodyWorn Holster Sensor	40	300.00	12,000.00
SWP-H-4001	SmartWay Point Access Point	1	3,500.00	3,500.00
DISCOUNT	Trade-in Credit and Multi-Year Contract Discount (5 Year) - All WatchGuard Product will be Returned to UA, Inc. for Discounts to be Honored	1	(63,881.00)	(63,881.00)

Total \$324,819.00



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: City Council
Category: Resolution
Prepared By: Lori Obermoeller
Department Head: Lori Obermoeller

SCHEDULED

RESOLUTION

Resolution No. 1480 - a Resolution Authorizing the Execution of an Agreement for Professional Services to Conduct an Annual Audit and Assist the City in the Preparation of Its Comprehensive Annual Financial Report. First Reading

Recommendation by Audit Committee and staff to continue auditing services with Schowalter & Jabouri, P.C. for FY 2020 - FY 2024.

Resolution

Meeting of March 23, 2020

RESOLUTION NO. 1480**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL SERVICES TO CONDUCT AN ANNUAL AUDIT AND ASSIST THE CITY IN THE PREPARATION OF ITS COMPREHENSIVE ANNUAL FINANCIAL REPORT**

WHEREAS, the City of Creve Coeur City Charter requires the City to have an annual audit of its financial statements, and

WHEREAS, the City of Creve Coeur employs a qualified CPA firm to conduct the annual audit as required by the Charter and also to assist in the preparation of the Comprehensive Annual Financial Report, and

WHEREAS, the agreement with the City's current auditors Schowalter & Jabouri has expired after the preparation of the Fiscal Year 2019 audit and preparation of the Comprehensive Annual Financial Report, and

WHEREAS, the City received five qualified proposals to provide professional services for the audit of the city's financial statements and preparation of the Comprehensive Annual Financial Report in March 2020, and

WHEREAS, these proposals were reviewed by the Audit Committee at their March 13, 2020 meeting and the committee has recommended Schowalter & Jabouri as the lowest and best bid for the years ending June 30, 2020 through June 30, 2024, with an option to renew three additional years, and

WHEREAS, the recommended and best practice of the Government Finance Officers Association (GFOA) is to enter into multiyear agreements with audit professionals of at least 5 years in duration to allow for greater continuity and to help minimize the potential for disruption, and

WHEREAS, GFOA also encourages multiyear agreements to help reduce audit costs by allowing auditors to recover certain "startup" costs over several years rather than over a shorter number of years, and

WHEREAS, city staff agrees with the recommendation of the Audit Committee based on Schowalter and Jabouri's professionalism and quality of service over the past 5 years;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Creve Coeur as follows:

SECTION 1: The City Administrator of the City of Creve Coeur is hereby authorized to execute on behalf of the City an agreement authorizing Schowalter & Jabouri to continue providing services as outlined in their proposal for conducting an annual audit and assisting the city with preparation of its annual Comprehensive Financial Report for Fiscal Years 2020, 2021, 2022, 2023 and 2024.

SECTION 2: That the estimated cost of such services per the five-year agreement is as follows: FY 20 - \$27,000, FY 21 - \$27,500, FY 2022 - \$28,000, FY 2023 - \$28,500 and FY 2024 - \$29,000, with all years including the cost of a single audit under federal regulations, whether or not it is required.

SECTION 3: This resolution shall take effect upon approval by the City Council as provided in the City Charter.

Adopted this 23rd day of March 2020

Barry Glantz
Mayor

Deborah Ryan, MPCC
City Clerk



MEMORANDUM

DATE: March 17, 2020

TO: Mark Perkins, City Administrator

FROM: Lori Obermoeller, Director of Finance

SUBJECT: Request for Proposal (RFP) for Audit Services

The last year of the 5-year agreement with the current auditors (Schowalter & Jabouri P.C.) was for the year ending June 30, 2019. For this reason, an RFP was sent to several 11 audit firms requesting proposals for at least a 5-year period (with optional three 1-year renewals). The firms qualified to submit a proposal for these services is somewhat limited for two reasons:

1. The rules and requirements of governmental accounting are different and therefore require a firm knowledgeable and experienced in governmental accounting.
2. In addition to the audit, the firm selected must convert the city's financial statements to a General Accepted Accounting Principles (GAAP) basis and to a format which complies with the requirements to receive the Government Finance Officers Association (GFOA) Certificate of Achievement award.

3 firms declined to bid; 3 did not respond, and we received 5 responses to our RFP. See attached bid result spreadsheet.

The audit proposals were reviewed with the Audit Committee on Friday, March 13, 2020. Because the city is anticipating a single audit over the next few years, Schowalter & Jabouri P.C. will be the cheapest overall. Their audit fees include a single audit whether one is needed or not. However, price was not the only consideration by the Committee, Schowalter & Jabouri P.C. have been the city's auditors for the past 5 years and the city is very pleased with their service.

The Audit Committee and staff recommends staying with Schowalter & Jabouri P.C. for at least the next 5 years. Attached is the resolution for auditing services for the council's approval. The proposal is constructed so that either party may cancel the agreement with sufficient prior notice.

Schowalter & Jabouri proposed the following fee structure:

1. FY 20 - \$27,000
2. FY 21 - \$27,500
3. FY 22 - \$28,000
4. FY 23 - \$28,500
5. FY 24 - \$29,000
6. FY 25 - \$29,500 (optional renewal)
7. FY 26 - \$30,000 (optional renewal)
8. FY 27 - \$30,500 (optional renewal)

The fee for the FY 19 audit was \$27,000.

I would be pleased to respond to any questions.

Proposed Schedule of Compensation
Audit Services 2020-2024
With an Option to Renew Yearly for Another 3 Years
City of Creve Coeur

	Botz, Deal & Company, P.C.	Hochschild, Bloom & Company LLP	Kerber, Eck & Braeckel LLP	Schowalter & Jabouri, P.C.	Sikich LLP
CAFR/Audit - Year Ending 6/30/2020	\$ 25,000	\$ 27,000	\$ 28,000	\$ 27,000	\$ 31,500
CAFR/Audit - Year Ending 6/30/2021	25,500	27,400	28,000	27,500	32,500
CAFR/Audit - Year Ending 6/30/2022	26,150	27,800	28,000	28,000	33,500
CAFR/Audit - Year Ending 6/30/2023	26,850	28,200	28,000	28,500	34,500
CAFR/Audit - Year Ending 6/30/2024	27,650	28,600	28,000	29,000	35,500
	131,150	139,000	140,000	140,000	167,500
CAFR/Audit - Year Ending 6/30/2025 - Optional Renewal	28,500	29,000	28,750	29,500	36,500
CAFR/Audit - Year Ending 6/30/2026 - Optional Renewal	29,400	29,400	29,500	30,000	37,500
CAFR/Audit - Year Ending 6/30/2027 - Optional Renewal	30,350	29,800	30,250	30,500	38,500
	88,250	88,200	88,500	90,000	112,500
CAFR/Audit Total	\$ 219,400	\$ 227,200	\$ 228,500	\$ 230,000	\$ 280,000
Single Audit (if required) - Year Ending 6/30/2020	\$ 4,000	\$ 1,200	\$ 3,500	\$ -	\$ 4,000
Single Audit (if required) - Year Ending 6/30/2021	4,100	1,200	3,500	-	4,100
Single Audit (if required) - Year Ending 6/30/2022	4,200	1,200	3,500	-	4,200
Single Audit (if required) - Year Ending 6/30/2023	4,300	1,200	3,500	-	4,300
Single Audit (if required) - Year Ending 6/30/2024	4,400	1,200	3,500	-	4,400
	21,000	6,000	17,500	-	21,000
Single Audit (if required) - Year Ending 6/30/2025 - Optional	4,500	1,200	3,600	-	4,500
Single Audit (if required) - Year Ending 6/30/2026 - Optional	4,600	1,200	3,700	-	4,600
Single Audit (if required) - Year Ending 6/30/2027 - Optional	4,700	1,200	3,800	-	4,700
	13,800	3,600	11,100	-	13,800
Single Audit Total	\$ 34,800	\$ 9,600	\$ 28,600	\$ -	\$ 34,800
Total Audit Charges for 2020 to 2024	152,150	145,000	157,500	140,000	188,500
Total Audit Charges for 2025 to 2027	102,050	91,800	99,600	90,000	126,300
	\$ 254,200	\$ 236,800	\$ 257,100	\$ 230,000	\$ 314,800



City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Meeting: 03/23/20 07:00 PM
Department: Public Works Department
Category: Report
Prepared By: Matt Wohlberg
Department Head: Jim Heines

SCHEDULED

STAFF REPORT

FY2021-FY2025 CIP - Street and Sidewalk Improvement Projections

Staff will review the proposed FY2021 Pavement Maintenance Program with the City Council as well as the future projections for the City's roadway and sidewalk improvements.

HISTORY:

03/23/20

City Council

MEETING CANCELLED

Next: 03/23/20



DEPARTMENT OF PUBLIC WORKS STAFF MEMORANDUM

DATE: March 20, 2020

TO: Mark Perkins, City Administrator

CC: Jim Heines, Director of Public Works

FROM: Matt Wohlberg, P.E., City Engineer

SUBJECT: Repair Location Recommendations
FY2021 Pavement Maintenance Program

The Department of Public Works proposes the roadway and sidewalk maintenance program outlined below for the 2021 fiscal year. This program is divided into five different projects, each of which have their own account in the capital improvement plan: concrete pavement replacement, sidewalk improvements, asphalt pavement resurfacing, microsurfacing, and roadway reconstruction/rehabilitation.

The proposals outlined below depend upon several factors, some of which are outside of the City's control. These proposals may need to be revised if conditions change or if current assumptions turn out to be incorrect. Examples of such conditions and assumptions include utility work schedules, roadway grant awards, and the impacts of the corona virus.

Pavement Condition Definitions

Two aspects of the pavement data that are used in this report require some explanation:

1. PCI. The pavement condition index (PCI) for each street is developed based upon the number of cracks, potholes, and other defects that be seen. This index is on a scale of 0-100, where 100 represents perfect pavement with no problems.
2. Roughness Index. The amount of vertical change in the street is measured along its length, and this is converted into an index that reflects the level of discomfort a driver might experience by using that street. This index is on a scale of 0-100, where 100 represents a perfectly smooth street.

The City hired a consultant in 2016 to measure the pavement conditions and the smoothness of the ride for every City-maintained street. Since then, City staff has reviewed and updated the conditions of the pavement in Ward 3 (2017), Ward 4 (2018), and Ward 1 (2019). The pavement conditions in Ward 2 are currently being updated. City staff updates the condition information for approximately one quarter of the City's pavement network each year to keep this information relevant.

The smoothness information, however, will eventually need to be updated by a similar consultant, because this was measured using specialized equipment. The proposed Capital Improvement Program includes an update of the pavement conditions in FY2021.

Roadway Selection

The City invests a significant portion of its annual budget into street and sidewalk maintenance and improvements. As is typical for most communities, the cost to make all needed and wanted repairs exceeds the City's annual budget, so the City's investment must be prioritized and coordinated in order to make it as effective as possible. To this end, staff makes its repair recommendations based upon two goals:

- 1) to find the most impact for the money spent to perform the maintenance, and
- 2) to make repairs that improve the lives of the citizens of Creve Coeur.

To achieve the first goal, the number of motorists using the roadway, the cost of the repair, and the condition of the street are weighed for each street. The opportunity cost of not doing a repair is also considered, and this is an important decision factor for roads that are on the verge of deteriorating to a point where a particular repair can no longer be effective, thus making the street much more expensive to fix. This first goal, therefore, is to perform the right repair on the right street at the right time. This is pavement management in its most basic form.

The City uses a "neighborhood approach" for street repairs in an attempt to achieve the second goal. Where possible, streets within a subdivision are targeted so to improve as much of the pavement in that subdivision as possible within a span of one or several consecutive years. While this will mean that some of the streets addressed each year might be in better condition than a few others in the City, it will also mean that repairs are concentrated in an area for a short time rather than having these repairs performed piecemeal each (and perhaps every) year. The intent is to create a condition in which future repair needs are similar throughout each neighborhood. This leads to clearer and more intuitive planning for projects. This should also minimize the inconvenience to the residents in each area.

Concrete Pavement Replacement

Work involved in this program will include the removal and replacement of failed concrete pavement slabs on concrete roadways and curb and gutter replacement along roads involved with the asphalt resurfacing and microsurfacing programs.

A pavement slab is the typically rectangular section of concrete pavement that extends across one lane of traffic. For most residential roadways in Creve Coeur, a pavement slab is 15-20 feet long and 10-13 feet wide. This program will replace approximately 270 concrete slabs, which represents about 2% of the over 15,000 total concrete slabs that make up the City's concrete streets.

Approximately 2,000 pavement slabs were identified this spring as having a level of distress that would warrant replacement, meaning that this program will replace about 14% of the slabs identified as replacement candidates. While this means that most of the distressed slabs must remain to be re-prioritized for future replacement programs, it is important to note that the total number of distressed slabs has remained fairly constant at about 1,900-2,000 each spring. At the current funding level, the City is generally replacing concrete pavement at the same pace as the concrete pavement network is deteriorating.

The proposed FY2020 concrete pavement replacement program involves two general groups of streets for concrete replacement. The first group includes those streets for which repairs and improvements have been planned. The goal for the work on these streets is to use a concentrated effort that provides a lasting improvement for the street and eliminates the need to return to that

street in the near future. The second group includes streets where pavement failures have occurred which require immediate attention due to the current or likely future hazard these failures may cause. On these streets, the scope of work is generally the replacement of only a few slabs so that the high-priority slabs can be addressed.

The proposed concrete pavement replacement program is listed below, along with the current pavement condition index (PCI) and roughness index for each street with pavement replacement:

Street Name	Current PCI	Roughness Index (2016)
Beauvais Court.....	57	48
Bergerac Drive	63	53
Carriage Square Drive.....	77	50
Center Parkway Drive.....	69	55
Conway Downs Drive (Phase 1).....	57*	55*
Conway Holmes Circle	56*	52*
Corum Way Court.....	62	32
Corum Way Drive (Phase 1).....	61	62
Decker Lane (Phase 1)	59*	49*
Emerson Road (Phase 2).....	64	54
Executive Estates (Phase 1)	63*	55*
Fairways Circle (Phase 2)	67	60
Fairways Drive.....	53*	55*
Hackman Lane	75*	70*
Ladue Aire Drive	61	39
Larkmont Drive.....	64	46
Montmartre Court	61	34
Montmartre Drive (Phase 2)	61*	44*
Narbonne Drive.....	59*	47*
Pine Manor Drive.....	62	48
Princetowne Drive (Phase 2)	60*	45*
Royal Valley Drive (Phase 1)	61	45
Runnymede Drive (Phase 4)	63	45
Sandhurst Drive	72	59
Tureen Drive	55	58

** Indicates an average condition rating for multiple street segments.*

“Phase 1” listed for a street indicates that the current repair will be for a section of the street, with further repairs in future years. A different phase listed will mean that work has been completed on that street in recent years.

These streets are proposed to be included in this program for one or several of the following reasons: pavement conditions, previous commitments, support of other projects, and future planning.

Pavement Conditions. City staff reviews the concrete pavement network at the end of each winter to prioritize the repair needs for concrete pavement and curbing. Failed and potentially hazardous pavement and curbing failures have been given the highest priority for replacement, and all of the pavement identified as potentially hazardous is included in the proposed program.

Several factors that should be considered with respect to the PCI for concrete roadways:

- **Local Failures and PCI.** The pavement condition index (PCI) shown for each street represents the average condition for the entire street. One localized failure will lower the street's condition, but it might not make a big impact to the street's PCI, particularly for longer streets. Concrete conditions usually vary from one slab to the next. It is quite possible to have a hazardous slab failure requiring replacement on a street with a high PCI. Such a street would be a high priority to repair despite a relatively high PCI.

Several streets among those proposed for improvements in FY2021 have developed hazard slabs, including Narbonne Drive and Corum Way Drive. The proposed program expands beyond the few hazardous slabs on these streets to address other priority replacement needs, which is expected to significantly improve the condition of these streets and is expected to reduce the need for further repairs in the foreseeable future.

- **Joint Deterioration.** Spalled (i.e. deteriorated) joints present a different problem for a street's PCI. When patched, joint spalling is a relatively low-severity problem which will not significantly lower a street's PCI, particularly if the rest of the concrete slab is in good condition. Joint spalling along many of the concrete joints on a street can become a problem, not just for the number of slabs that are affected, but because the failure of one or two joint patches can change the pavement conditions overnight.

Deteriorated joints are what drivers tend to feel most when driving on a concrete street, prompting several to claim that streets with deteriorated joints are "the worst in the City." Such a sentiment would not be reflected in the street's PCI.

Concrete slabs can be in very good condition except for their joints. Joint issues often impact adjacent slabs, spreading out the problem. Routine crack and joint sealing will help to prevent joint spalling. Once it has begun, however, spalling can be addressed in several ways, but badly spalled joints should be cut out and replaced. If many of the street's joints have this problem, then the best long-term solution becomes full slab replacement. Unfortunately, the cost to replace much of the street is expensive and will seem disproportionate to the street's PCI.

Center Parkway, Decker Lane, and Emerson Road are good examples of streets that are recommended for repairs due, in large part, to generally poor concrete joints. Slab failures on each of these streets also helped to distinguish each street as priorities to address this year. The extent of the repairs needed for these two streets has caused these repairs to be phased over at least two years.

- **Roughness Index.** The 2016 investigation into the roughness of the City's streets offers an insight into the level of joint deterioration on concrete streets. A low (poor) roughness index on a street with a good PCI could indicate that the street has significant joint deterioration. Several streets in the proposed program reflect this situation in varying degrees. The repair recommendations for these streets in particular aim to make the street smoother, not just structurally sound.

Previous Commitments. It is often difficult or impractical to commit enough resources to address all of the repair needs of a subdivision – or in some cases, a single street – in one year. Many of the streets in the proposed FY2021 program are phased into consecutive years:

- The work proposed on Center Parkway, Decker Lane, and Emerson Road will continue a multi-year effort to improve pavement conditions in the business district south of Olive and between New Ballas Road and Interstate 270.
- Slab replacement on Fairways Drive and Fairways Circle will be in support of the second and final phase of asphalt repaving of this subdivision's combination streets.

- The work proposed for Ferntrails Lane and Deauville Court will complete repairs that began on those streets in FY2019.
- Slab replacement on Princetowne and Royal Valley Drive continues a five-year effort to improve concrete streets in the Creve Coeur Place subdivision.
- Improvements in Bellerive Estates continue with Beauvais Court, Bergerac Drive, Montmartre Court, Montmartre Drive, and Narbonne Drive.
- Improvements to Pine Manor Drive will complete the improvements to the Ridgecorde subdivision that began in FY2019.
- The work on Runnymede Drive will focus on the southern entrance to the Runnymede subdivision and is expected to complete a four-year effort to rehabilitate this street. In addition, the work on Hackman Lane, Larkmont Drive, and Sandhurst Drive are intended to complete concrete repairs in the Runnymede subdivision for the foreseeable future.

Support for Other Projects and Future Planning. It is common that more than one type of project or approach is required or recommended to address the needs of a street or sidewalk. This tends to occur with sidewalk projects that require street work (or vice versa) and with composite streets (i.e. concrete streets with an asphalt overlay). The proposed FY2021 concrete program will involve concrete slab replacement on streets like Fairways Drive, Fairways Circle, and Tureen Drive and curb and gutter replacement on other streets to support the asphalt resurfacing and microsurfacing programs.

Sidewalk Improvements

The City is obligated to continue to improve the accessibility of its sidewalks in order to meet the requirements of the Americans with Disabilities Act (ADA). Accessibility improvements are typically made in conjunction with or in preparation for adjacent roadway projects, but the City undertakes stand-alone sidewalk improvements, as well.

The proposed FY2021 sidewalk program includes the following highlights:

Corum Way Drive at Corum Way Court. Curb ramps and other sidewalk improvements will be added to this intersection to accompany the slab replacement needed there.

Cross Creek Drive. The sidewalk along Cross Creek Drive has many curbs and other barriers to access that will be addressed through the FY2021 program.

Studt Avenue. The sidewalk along Studt Avenue east of New Ballas Road is in poor condition and will be replaced in anticipation of pavement resurfacing along Studt in FY2022.

Asphalt Resurfacing. While none of the streets in the proposed asphalt pavement resurfacing program have sidewalks that require repairs, sidewalk improvements to Cross Creek Drive will help to set up future asphalt resurfacing or microsurfacing on Cross Creek.

Microsurfacing Program. Sidewalk improvements will be required for some of the streets in the proposed microsurfacing program, including Hunters Pond Court.

Asphalt Resurfacing

Asphalt resurfacing typically involves the removal and replacement of the top two inches of asphalt pavement on a roadway. This becomes necessary as the pavement surface gets older, dries out, cracks, and fails. Full-depth patching is often needed to replace all of the pavement in areas where the base fails and potholes form. For asphalt streets, base failure occurs if the base was insufficient to begin with or the base is weakened, often by getting wet through cracks in the pavement.

This program targets asphalt and composite streets whose condition is declining. Resurfacing is one of the last forms of maintenance available to the City for an asphalt street before the road needs to be rebuilt.

The asphalt resurfacing program proposed for FY2021 includes the following asphalt roadways:

<u>Street Name</u>	<u>Current PCI</u>	<u>Roughness Index (2016)</u>
Andes Boulevard.....	53.....	60
Fairways Circle (Phase 2)	67	60
Fairways Drive.....	53*	55*
Magna Carta Drive.....	62	55
Tureen Drive	55	58

** Indicates an average condition rating for multiple street segments.*

Asphalt patching for collector and arterial streets:

Craig Road
Mosley Road

Notable elements of the proposed asphalt resurfacing program include:

- The work proposed for Andes Boulevard will be the final phase of a four-year paving program to resurface Research Boulevard, Andes Boulevard, and Ambassador Boulevard in the City's light-industrial area. Work in this area will begin to focus more on pavement preservation rather than pavement repairs.
- The northern portion of Fairways Circle was resurfaced in FY2020. The proposed program will complete Fairways Circle and Fairways Drive. Both streets are combination streets, and concrete slab replacement is expected to be needed on both streets. This resurfacing project will be coordinated with the concrete pavement replacement project.
- Tureen Drive is a combination street and will also need to be coordinated with the concrete pavement replacement project.
- Small-scale asphalt repairs will be necessary to Morwood Drive and Ladue Meadows Drive to help prepare these streets for the FY2021 microsurfacing program.
- Repairs to Craig Road and Mosley Road will be limited but are needed to maintain the driving surface until larger roadway improvements can be made.

Microsurfacing

The proposed microsurfacing program will include minor street repairs and the application of a thin, asphaltic surface treatment to the entire roadway surface. This surface treatment is typically aimed at asphalt and composite roads that are in good condition, where its purposes are to help seal the pavement from water infiltration and to preserve the street's driving surface. Microsurfacing can also be used to slow the deterioration of local roads with distressed asphalt that are nearing the need for structural improvements like asphalt resurfacing.

The goal of this program is to create a schedule that will return the program to a microsurfacing candidate roadway within the expected 8-10 year lifespan of the microsurfacing application.

The roadways proposed for this program are:

Streets along Ladue Road between Spoede and Mosley

<u>Street Name</u>	<u>Current PCI</u>	<u>2016 Roughness Index</u>
Ladue Meadows Lane	65	49
Oak Park Court	49	38
Shardue Lane	68*	50*
South Graeser Road	74	63

Malcolm Terrace

<u>Street Name</u>	<u>Current PCI</u>	<u>2016 Roughness Index</u>
Elzey Drive	75*	63*
Eugenia Street	73*	65*
Saint Paul Drive	37*	56*
South Mosley Road	85*	81*
Townsend Street	56*	49*

Streets along Mosley Road

<u>Street Name</u>	<u>Current PCI</u>	<u>2016 Roughness Index</u>
Hunters Pond Road	55	50
Ladue Meadows Drive	76*	63*
Mosley Acres Drive	67	51
Mosley Farm Court	64	48
Benwood Lane	77*	66*
Morwood Lane	75*	62*
Sarawood Lane	94	64

** Indicates an average condition rating for multiple street segments.*

The microsurfacing project targets subdivisions and groups of similar streets in order to make the program more intuitive, more efficient, and less expensive to implement.

Most of the streets in the proposed program are in relatively good condition and will probably be candidates for another microsurfacing application when the program cycles back to them in 8-10 years. However, for streets like Oak Park Court and Ladue Meadows Drive, the current pavement conditions likely mean that the proposed microsurfacing may be the last before asphalt resurfacing or base rehabilitation will be necessary.

The proposed FY2021 microsurfacing program continues the westward movement of this program through the City.

Roadway Reconstruction/Rehabilitation

The proposed reconstruction/rehabilitation program for FY2021 involves rehabilitating West Ladue Estates Drive in order to complete the rehabilitation of the streets in the Ladue Estates subdivision.

The pavement of Ladue Estates Drive West consists of a concrete pavement base with an asphalt overlay as a driving surface (a combination roadway). This pavement has generally aged beyond its useful life and can no longer be acceptably preserved through routine maintenance. The proposed repairs involve the removal of the concrete curbing and the replacement of the curbing with new concrete curb and gutter. The curb work would be followed by the replacement of failed concrete base pavement and asphalt pavement resurfacing. This work will result in a significant improvement that will match the rest of the subdivision.

The proposed FY2021 program involves one street:

<u>Street Name</u>	<u>Current PCI</u>	<u>2016 Roughness Index</u>
Ladue Estates Drive (West)	52	57

Schedule

Staff plans to release bids for the concrete/sidewalk, asphalt resurfacing, and reconstruction projects in April and May of 2020, so that the work can begin by July and can be completed by the end of the 2020 construction season.

Staff recommends moving the microsurfacing project to the spring. This project depends on preparation work from the concrete and asphalt projects and from the City's Public Works crews. Given the current state of uncertainty and the amount of coordination needed to make microsurfacing a reality in the fall, staff recommends moving this program to the spring to provide as much time as possible to prepare the program streets.

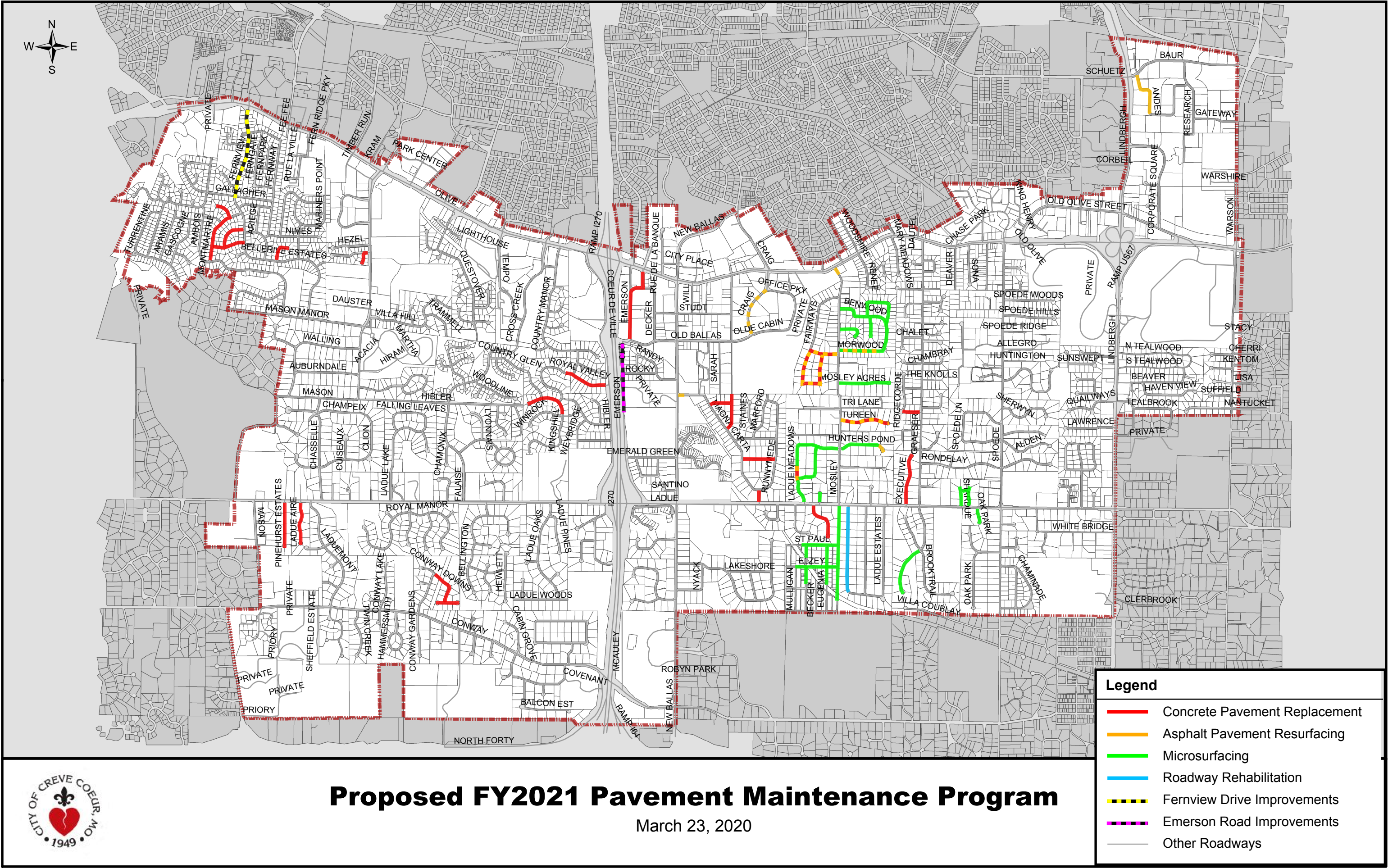
Program Costs

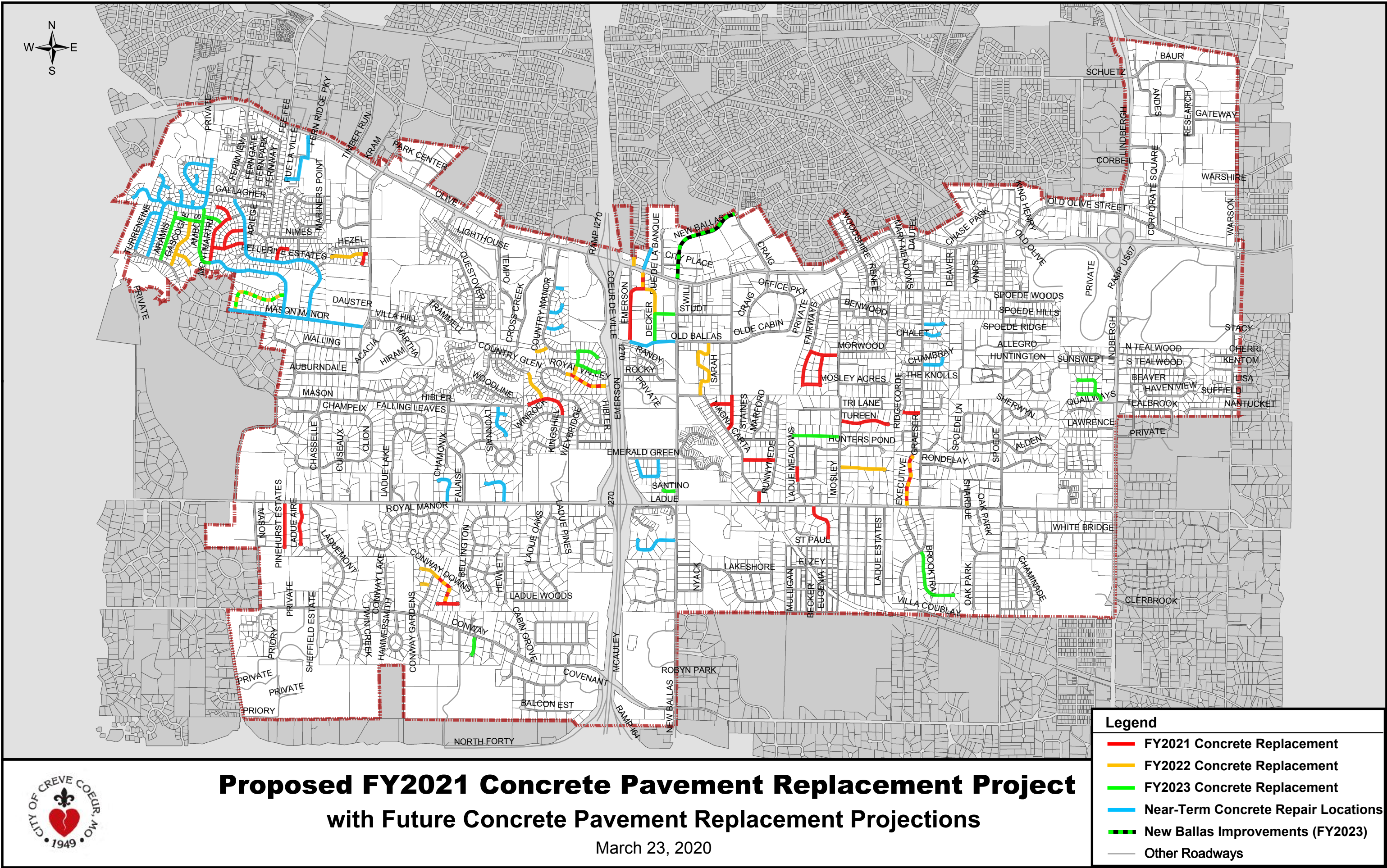
City staff estimates that completion of the proposed FY2021 Roadway Maintenance Program will cost approximately \$ 1,613,300, summarized as follows:

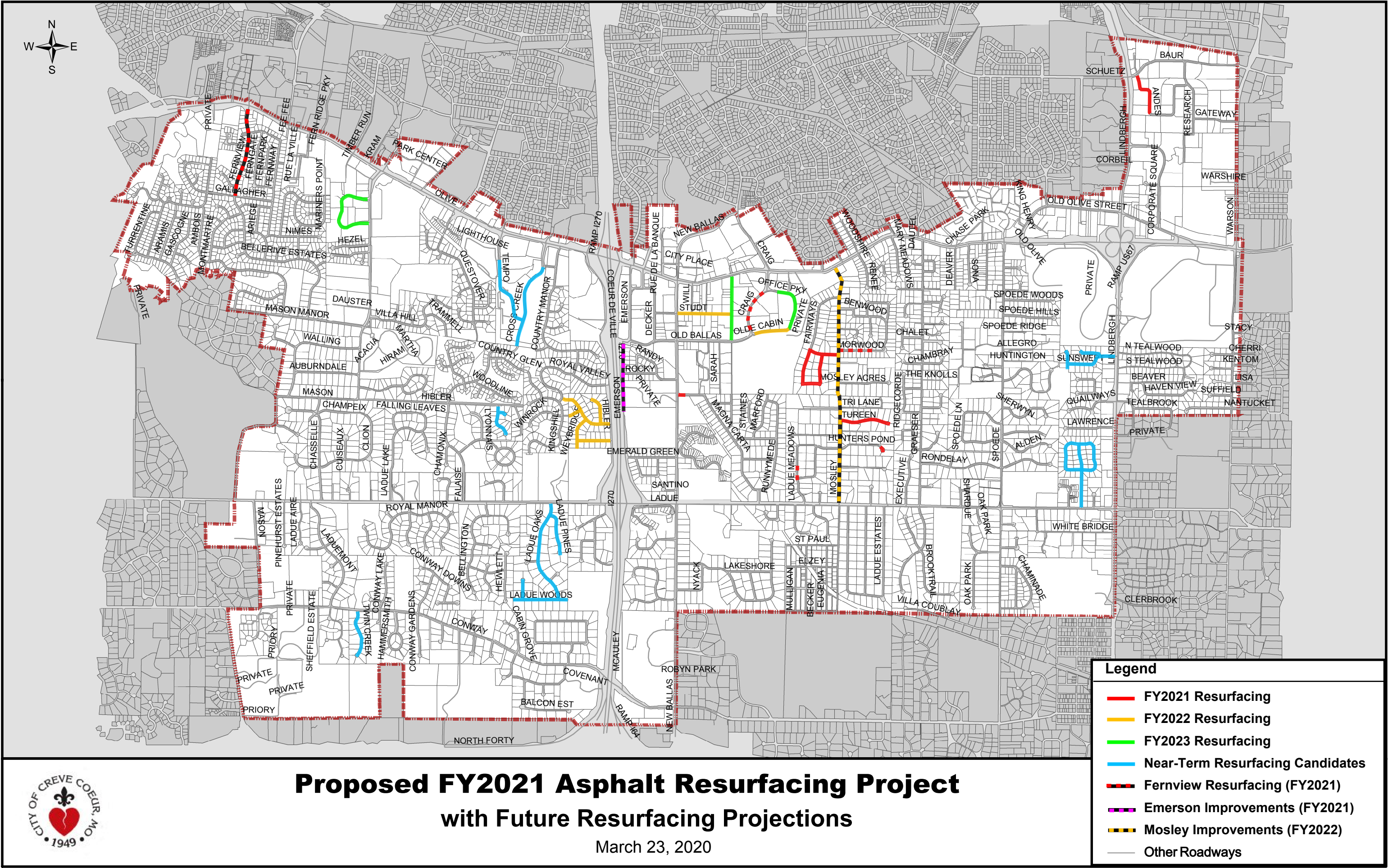
Concrete Pavement Replacement	\$ 413,300
Sidewalk Replacement.....	\$ 200,000
Asphalt Resurfacing.....	\$ 450,000
Microsurfacing.....	\$ 250,000
Reconstruction	\$ 300,000
Total	\$ 1,613,300

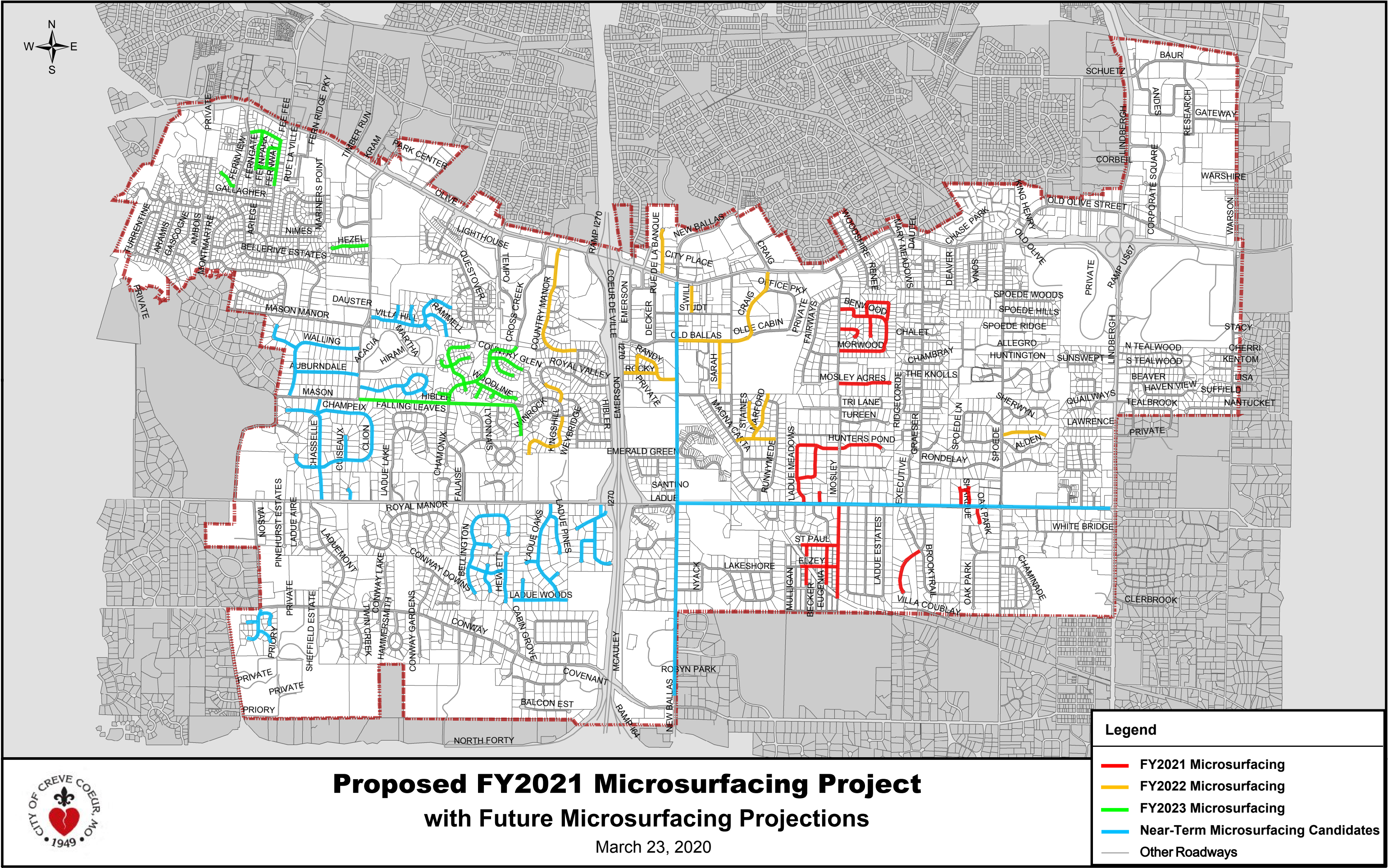
Attachments: Map of Proposed FY2021 Roadway Maintenance Program

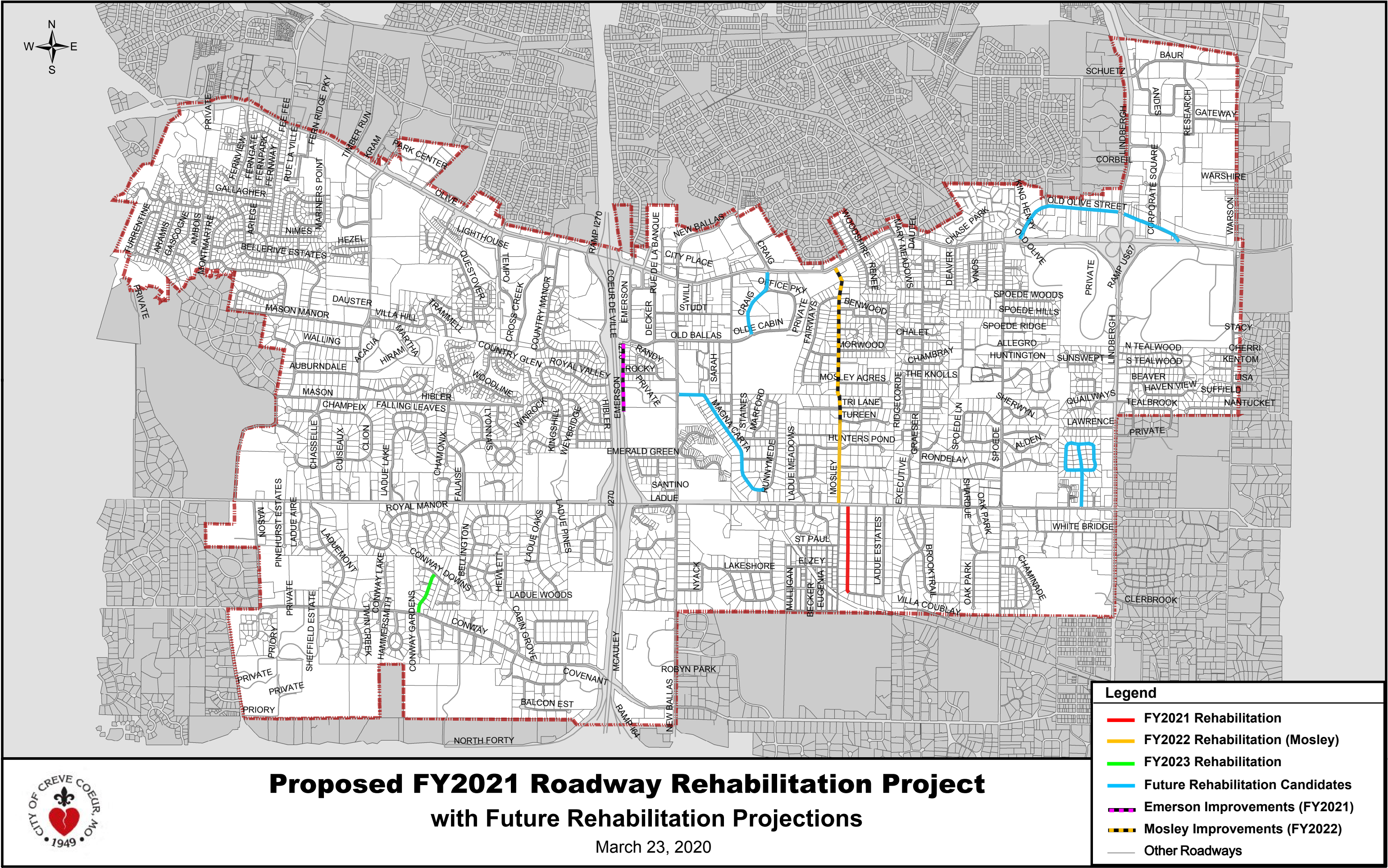
Maps of Roadway Program Projections













City Council
300 North New Ballas Rd
Creve Coeur, MO 63141

Debbie Ryan
City Clerk
(314) 872-2517
www.creve-coeur.org/

Meeting: 03/23/20 07:00 PM

DISCUSSION ITEM (ID # 3711)

DOC ID: 3711

FY 2021-FY2025 CIP: Equipment Replacement Program Recommendations



DEPARTMENT OF PUBLIC WORKS OFFICE MEMO

DATE: March 19, 2020

TO: Mark Perkins, City Administrator

FROM: Jim Heines, Director of Public works

SUBJECT: FY 2021-2025 CIP Equipment Purchase Recommendation

Equipment Replacement Procedure

You may recall from past years that we typically purchase one (1) two-ton dump truck outfitted with a plow and salt spreader, one (1) leaf vacuum, and various other equipment on an as-needed basis. In addition, we try to alternate a one-ton truck or a pickup truck purchase every other year. When several FY2020 CIP Equipment purchases were postponed due to the municipal government consolidation proposal, the intent was to forward the funding to FY2021 and purchase both years' equipment to keep the replacements on schedule.

Unfortunately, with our flat revenue stream and the continual rising costs experienced in the CIP and Operating Budget, purchasing two years' worth of equipment would cause undue hardship on the FY 2021-2025 CIP Budget. Therefore, Public Works staff has evaluated our equipment needs and developed a new replacement plan that will blend most of the previously postponed equipment purchases in over the 5-year CIP being presented to the Council for approval.

Public Works staff uses the equipment replacement plan as a guide to replace aging trucks and equipment. Each year the fleet is evaluated and the CIP Equipment replacement list is developed to reflect our current and projected needs. After the CIP has been approved by Council and staff is preparing to recommend purchases, the fleet is again evaluated to make sure that the recommended CIP replacements are still valid. On occasion, a truck or piece of equipment that was not on the recommended list will experience a catastrophic failure or the opportunity to purchase a future replacement at an extremely good price will cause the list to be revised. Once new trucks or equipment have been delivered, Public Works staff will conduct a final evaluation of the remaining fleet to determine which trucks and equipment being replaced will be sent to public auction.

Recommended Equipment Replacements

As you can see from the attached FY2021-2025 Equipment Replacement plan, we are recommending to return to replacing one (1) two-ton dump truck each year. Since we purchased two (2) one-ton trucks in FY2020 we are able to hold off on smaller truck

purchases and resume in FY2023. We are recommending the purchase of two (2) leaf vacuums in FY 2021 to get back on schedule with equipment replacements to provide leaf collection services. The recommended equipment purchases for the remaining 4 years of the CIP Equipment Replacements follows our typical replacement schedules except for the bucket truck replacement identified in year 5 of the plan. Replacement of our 23-year old bucket truck is proposed in FY2025, but we may request funding earlier if we are able to find a used truck which would represent good value for the city.

PUBLIC WORKS CAPITAL EQUIPMENT PROJECTIONS

FY2021 - FY2025 CAPITAL IMPROVEMENT PROGRAM

FY2021 FLEET REPLACEMENT PROJECTIONS

<u>Equipment to be Purchased</u>	<u>Estimated Cost</u>	<u>Equipment for Trade/Auction</u>
Two-ton Dump Truck with Plow and Spreader	\$ 137,500.00	2008 Two-ton Dump Truck
Crack Seal Machine	\$ 49,600.00	2000 Crafcro Machine
Leaf Vacuum (25 CY; Diesel Powered)	\$ 54,500.00	2010 Leaf Vacuum (Diesel Powered)
Leaf Vacuum (14 CY; Diesel Powered)	\$ 51,700.00	2011 Leaf Vacuum (Diesel Powered)
Limb Chipper	\$ 62,000.00	2007 Limb Chipper
	<u>\$ 355,300.00</u>	

FY2022 FLEET REPLACEMENT PROJECTIONS

<u>Equipment to be Purchased</u>	<u>Estimated Cost</u>	<u>Equipment for Trade/Auction</u>
Two-ton Dump Truck with Plow and Spreader	\$ 141,600.00	2009 Two-ton Dump Truck
Tractor (Used)	\$ 30,000.00	Kubota tractor
Skid Steer	\$ 73,000.00	2012 Skid Steer
Leaf Vacuum (25 CY; Diesel Powered)	\$ 56,100.00	2012 Leaf Vacuum (Diesel Powered)
	<u>\$ 300,700.00</u>	

FY2023 FLEET REPLACEMENT PROJECTIONS

<u>Equipment to be Purchased</u>	<u>Estimated Cost</u>	<u>Equipment for Trade/Auction</u>
Two-ton Dump Truck with Plow and Spreader	\$ 145,900.00	2010 Two-ton Dump Truck
One-ton Dump Truck with Plow	\$ 87,500.00	2013 One-ton Dump Truck
3/4-ton Pickup Truck (Asphalt flat bed)	\$ 55,100.00	2013 3/4-ton Pickup Truck
Leaf Vacuum (25 CY; Diesel Powered)	\$ 57,800.00	2013 Leaf Vacuum (Diesel Powered)
	<u>\$ 346,300.00</u>	

FY2024 FLEET REPLACEMENT PROJECTIONS

<u>Equipment to be Purchased</u>	<u>Estimated Cost</u>	<u>Equipment for Trade/Auction</u>
Two-ton Dump Truck with 25 CY Box	\$ 130,000.00	2012 Two-ton Chipper Truck
One-ton Dump Truck with Plow and Spreader	\$ 90,100.00	2015 One-ton Dump Truck
3/4-ton Crew Cab Pickup Truck	\$ 46,400.00	2012 1/2-ton Pickup Truck
Leaf Vacuum (25 CY; Diesel Powered)	\$ 59,500.00	2013 Leaf Vacuum (Diesel Powered)
	<u>\$ 326,000.00</u>	

FY2025 FLEET REPLACEMENT PROJECTIONS

<u>Equipment to be Purchased</u>	<u>Estimated Cost</u>	<u>Equipment for Trade/Auction</u>
Two-ton Dump Truck with Plow and Spreader	\$ 154,800.00	2011 Two-ton Dump Truck
Bucket Truck (used)	\$ 100,000.00	1996 Bucket Truck
Leaf Vacuum (25 CY; Diesel Powered)	\$ 61,300.00	2014 Leaf Vacuum (Diesel Powered)
	<u>\$ 316,100.00</u>	



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SCHEDULED

Meeting: 03/23/20 07:00 PM
Department: City Administrator
Category: Report
Prepared By: Mark Perkins
Department Head: Carl Lumley

STAFF REPORT

Coronavirus Update

Staff will provide an update on how the City is responding to the Coronavirus Pandemic.