

AGENDA
MAPLEWOOD CITY COUNCIL MEETING
TUESDAY, FEBRUARY 13, 2024 @ 7:00 P.M.

CITY COUNCIL CHAMBERS
(7601 MANCHESTER ROAD)
OR
VIA TELECONFERENCE
(WWW.CITYOFMAPLEWOOD.COM FOR DETAILS)

1. Call to Order
2. Land Acknowledgement
3. Pledge of Allegiance
4. Roll Call
5. Motion to Excuse Councilpersons
6. Approval of the Council Agenda
7. Public hearing to hear citizen comments regarding the estimated reallocation of \$64,000 in Community Development Block Grant funds for fund year 2022
8. Public hearing to hear citizen comments regarding a request by Revel Kitchen for a conditional use permit to operate a restaurant with drive thru at 7520 Manchester Road
9. Public hearing to hear citizen comments regarding a request by VR Wholesale International Car Sale & Repair for a conditional use permit to continue the existing used car sales and auto repair operations at 2800 S. Big Bend Blvd and 7480 Hazel Avenue
10. Public Forum
11. Announcements
12. Approval of the January 9, 2024 City Council meeting minutes and closed session minutes
13. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to submit a request for the reallocation of Block Grant Funds to the St. Louis County Office of Community Development
14. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to execute an Intergovernmental Agreement on behalf of the city of Maplewood,

Missouri, with the Cities of Brentwood, Clayton, and Richmond Heights for purpose of joining the Central Core Fire Training Center Commission

15. A Resolution of the City Council of the City of Maplewood, Missouri, appointing Amber Withycombe as the city representative to the Sunnen Station Community Improvement District as Director replacing Michael Reese with a term expiring September 26, 2024, along with an additional four-year term expiring September 26, 2028; and appointing Susan Brasel as Director replacing Robert Ludwig with a term expiring September 26, 2024, along with an additional four-year term expiring September 28, 2028; and appointing Kurt Kallaus as Director replacing Chris Miltenberger with a term expiring September 26, 2026; and also appointing Richard Kallaus to an additional term expiring September 26, 2028
16. An Ordinance of the City Council of the City of Maplewood, Missouri, amending Chapter 2, Article VII. – Boards, Commissions and Authorities to add a new Division 4. – Code of Ethics, for the purpose of establishing a Code of Ethics for appointed members of the Boards and Commissions created by the Code of Ordinances
17. An Ordinance of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to execute an STP-Urban Program Agreement between the Missouri Highways and Transportation Commission and the City of Maplewood for Project Number STP/CMAQ-9901 (667) for Greenwood Boulevard
18. An Ordinance of the City Council of the City of Maplewood, Missouri, granting a Conditional Use Permit to Simon Lusky of Revel Kitchen to operate a restaurant with drive through at 7520 Manchester Road
19. An Ordinance of the City Council of the City of Maplewood, Missouri, granting a Conditional Use Permit to Volodymyr Ratai of VR Wholesale International LLC to operate an auto sales and repair facility at 2800-2804 S. Big Bend Boulevard and 7480 Hazel Avenue
20. Old Business
21. Council Communication
22. Mayor’s Report
23. City Attorney’s Report
24. City Manager’s Report
25. Public Forum
26. Motion to hold a Closed Session, if needed, to discuss matters relating to litigation, legal actions and/or communication from the City Attorney as provided for in Section 610.021(1)RSMO. and/or specifications for competitive bidding under Section 610.021(11)

and/or sealed bids and related documents and sealed proposals and related documents under Section 610.021(11) 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)RSMO. and/or documents related to a negotiated contract under Section 610.021(12)RSMO

27. Adjournment

RESCHEDULED NOTICE OF PUBLIC HEARING

Publication Date 1/24/24

The City of Maplewood will hold a public hearing to discuss the estimated reallocation of **\$64,000** in Community Development Block Grant funds for fund year 2022. **The public hearing will be held at 7:00 p.m. on February 13, 2024, at Maplewood City Hall.**

To further its commitment to fair and equitable treatment of all citizens, the City of Maplewood has enacted and/or enforces the following:

A Fair Housing Ordinance prohibiting unlawful discrimination against any person because of race, sex, color, religion, disability, familial status or national origin;

A Policy of Nondiscrimination on the Basis of Disability in the admission or access to, or employment in, its federally assisted programs or activities;

A Policy of Equal Opportunity to Participate in Municipal Programs and Services regardless of race, color, religion, sex, age, disability, familial status, national origin, or political affiliation;

A requirement for bidding on CDBG activities that promotes employment opportunities created by HUD funding and that these opportunities be afforded low-income community residents and businesses.

If you would like information regarding the above policies or if you believe you have been unlawfully discriminated against, contact the following municipal official or employee who has been designated to coordinate compliance with the equal employment opportunity requirements referenced above. Additionally, if you are unable to attend the public hearing, you may provide written comments regarding the Community Development Block Grant Program to the following municipal official:

Amber Withycombe, City Manager

NAME/TITLE

7601 Manchester Road

STREET ADDRESS

Maplewood, MO 63143

CITY, STATE, ZIP

314-645-3600

PHONE

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact Tiffany Hyde at 314-646-3640 no later than February 8, 2024.

For More Information Call:

314-645-3600 VOICE

1-800-735-2466 RELAY MISSOURI VOICE

1-800-735-2966 RELAY MISSOURI TDD

Equal Opportunity Employer

(As posted at City Hall, the Maplewood Public Library, Deer Creek Park, Ryan Hummert Memorial Park, Sutton Loop Park, Kellogg Park, Yale bus stop pavilion and Citizen's Park on January 24, 2024)

PUBLIC HEARING NOTICE

The Maplewood City Council will hold a public hearing on **2/13/24 at 7:00 p.m.** in the Council Chambers, 7601 Manchester, Maplewood, MO 63143 and via Zoom teleconference (details at www.cityofmaplewood.com) to hear citizen's comments on a request by Revel Kitchen for a conditional use permit to operate a restaurant with drive thru at 7520 Manchester Road (former Jack-n-the Box restaurant).

The Maplewood Plan & Zoning Commission will meet on **2/5/24 at 6:00 p.m.** in the City Council Chambers, at 7601 Manchester Road regarding the same matter. The Maplewood Plan & Zoning Commission will vote on a recommendation to the City Council at this meeting.

Please contact Zoning Administrator Anthony Traxler with any specific questions relating to this matter at a-traxler@cityofmaplewood.com or 314-646-3635.

Residents of Maplewood are afforded an equal opportunity to comment regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. The City of Maplewood is working to comply with the Americans with Disabilities Act (ADA). Reasonable accommodations will be provided when required. To request an accommodation, please call City Hall, 645-3600 or use Relay Missouri at 1-800-736-2966 at least 48 hours in advance of the meeting and communicate your needs.

PUBLIC HEARING NOTICE

The Maplewood City Council will hold a public hearing on **2/13/24 at 7:00 p.m.** in the Council Chambers, 7601 Manchester, Maplewood, MO 63143 and via Zoom teleconference (details at www.cityofmaplewood.com) to hear citizen's comments on a request by VR Wholesale International Car Sale & Repair for a conditional use permit to continue the existing used car sales and auto repair operations at 2800 S. Big Bend Blvd and 7480 Hazel Avenue (see attached map). The prior owner is selling the properties and a new conditional use permit is required for the new owner to continue business operations.

The Maplewood Plan & Zoning Commission will meet on **2/5/24 at 6:00 p.m.** in the City Council Chambers, at 7601 Manchester Road regarding the same matter. The Maplewood Plan & Zoning Commission will vote on a recommendation to the City Council at this meeting.

Please contact Zoning Administrator Anthony Traxler with any specific questions relating to this matter at a-traxler@cityofmaplewood.com or 314-646-3635.

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RECORD OF PROCEEDING

MEETING OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD AT 7601 MANCHESTER ROAD

JANUARY 9, 2024

The meeting was called to order at 7:00 p.m., Mayor Knapper presiding.

LAND ACKNOWLEDGEMENT: Mayor Knapper acknowledged that this meeting is being held on traditional lands of the Kickapoo, Osage, Miami, Iroquois and Great Sioux Nation people.

ON ROLL CALL, the following members were PRESENT: Mayor Knapper, Councilmember Coriell, Councilmember Faulkingham, Councilmember Garcia, Councilmember Homa, Councilmember Mattox and Councilmember Page.

APPROVAL OF THE COUNCIL AGENDA: Councilmember Faulkingham motioned to approve, seconded by Councilmember Homa, which motion received the approval of the Council.

PUBLIC FORUM: Resident Elizabeth Nathanson inquired about the timing of the code of ethics ordinance being put into place. Mayor Knapper pointed out that public forum is not a place to have questions answered, but she could tell her that the timing would likely be mid-February due to the fact that the ordinance would have to pass readings at two separate council meetings. Residents Eliza Coriell and Marie Long spoke. Concerns were expressed over the hiring process and lack of advertising for the City Manager position and questioned the timing of the compensation process. Resident Sandi Phillips echoed some of these concerns, as well as brought up a Missouri State Statute regarding closed session meetings. Resident Sam Pickering spoke advocating that the Maplewood community needs to have safer places for walking and riding bikes.

ANNOUNCEMENTS: Councilmember Garcia mentioned the Sweet Tooth Tour that is coming up January 27th.

APPROVAL OF THE NOVEMBER 14, 2023 AND DECEMBER 12, 2023 CITY COUNCIL MEETING MINUTES: Councilmember Faulkingham motioned to approve, seconded by Councilmember Homa, which motion received the approval of the Council.

APPROVAL OF THE NOVEMBER 14, 2023, NOVEMBER 15, 2023, DECEMBER 5, 2023, DECEMBER 28, 2023 AND DECEMBER 30, 2023 CLOSED SESSION MINUTES: Councilmember Faulkingham motioned to approve, seconded by Councilmember Homa, which motion received the approval of the Council.

BILL 6238, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE NO. 5573, THE MAPLEWOOD CODE OF ORDINANCES, AS AMENDED, BY AMENDING SECTION 12-23, INSPECTIONS, TO WAIVE OCCUPANCY PERMIT INSPECTION FEES FOR NATURALLY OCCURRING AFFORDABLE HOUSING UNITS WITHIN THE CITY OF MAPLEWOOD was given its third and final reading. It was moved by Councilmember Faulkingham, duly seconded by Councilmember Homa, that Bill No. 6238 be approved, which motion received the following roll call vote: Ayes, Mayor Knapper, Councilmembers Coriell, Faulkingham, Garcia, Homa, Mattox and Page. Nays, none.

Bill 6238 was approved by the City Council on this 9th day of January, 2024 as Ordinance Number 6033.

BILL 6239, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE NO. 5573, THE MAPLEWOOD CODE OF ORDINANCES, AS AMENDED, BY REPEALING CHAPTER 10 ANIMALS AND FOWL, ARTICLE IV. DOGS AND CATS, SECTION 10-100 LICENSE – FEE IMPOSED, AND SECTION 10-101 SAME-TAGS, TO ELIMINATE THE REQUIREMENTS FOR PET LICENSES AND TAGS AND TO AMEND CHAPTER 10 ANIMALS AND FOWL, ARTICLE V. KENNELS, SECTION 10-133 DEFINITION, TO INCREASE THE TOTAL COMBINED NUMBER OF CATS AND/OR DOGS PERMITTED WITHOUT A KENNEL LICENSE TO FIVE TOTAL ANIMALS was given its third and final reading. It was moved by Councilmember Faulkingham, duly seconded by Councilmember Homa, that Bill No. 6239 be approved, which motion received the following roll call vote: Ayes, Mayor Knapper, Councilmembers Coriell, Faulkingham, Garcia, Homa, Mattox and Page. Nays, none.

Bill 6239 was approved by the City Council on this 9th day of January, 2024 as Ordinance Number 6034.

BILL 6240, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, CALLING AND PROVIDING FOR THE HOLDING OF AN ELECTION IN THE CITY OF MAPLEWOOD, MISSOURI, ON APRIL 2, 2024 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF MAPLEWOOD THE QUESTION OF WHETHER TO AMEND ARTICLE IX. - DEPARTMENT OF LAW OF THE CHARTER, AND DIRECTING THE CITY CLERK TO NOTIFY THE RESPONSIBLE ELECTION AUTHORITIES OF THIS ELECTION was given its third and final reading. It was moved by Councilmember Faulkingham, duly seconded by Councilmember Homa, that Bill No. 6240 be approved, which motion received the following roll call vote: Ayes, Mayor Knapper, Councilmembers Coriell, Faulkingham, Garcia, Homa, and Page. Nays, Councilmember Mattox.

Bill 6240 was approved by the City Council on this 9th day of January, 2024 as Ordinance Number 6035.

OLD BUSINESS: None.

COUNCIL COMMUNICATION: None.

MAYOR'S REPORT: Mayor Knapper wished everyone a happy new year. She gave an update on her efforts regarding affordable housing in Maplewood, specifically mentioning the land off of Marshall Avenue. She stated she would reach back out to Catholic Charities. She mentioned the ADU and that in West Denver Colorado, they have partnerships between certain banks and Habitat for Humanity. She stated that Habitat for Humanity St. Louis is interested and she will circle back to them and a community bank.

CITY ATTORNEY'S REPORT: None.

CITY MANAGER'S REPORT: The City Manager thanked the Mayor, Council and City Staff for their genuine support. She expressed her deep gratitude to Matt Nighbor and mentioned a contribution to the Maplewood Community Growth Fund that will be given in his honor. She referenced her memo regarding her entry plan and her list of priority items that she will be addressing.

PUBLIC FORUM: No one spoke.

MOTION TO HOLD A CLOSED SESSION TO DISCUSS MATTERS RELATING TO LITIGATION, LEGAL ACTIONS AND/OR COMMUNICATION FROM THE CITY ATTORNEY AS PROVIDED FOR IN SECTION 610.021(1)RSMO. AND/OR SPECIFICATIONS FOR COMPETITIVE BIDDING UNDER SECTION 610.021(11) AND/OR SEALED BIDS AND RELATED DOCUMENTS AND SEALED PROPOSALS AND RELATED DOCUMENTS UNDER SECTION 610.021(11) 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)RSMO. AND/OR DOCUMENTS RELATED TO A NEGOTIATED CONTRACT UNDER SECTION 610.021(12)RSMO: Mayor Knapper asked for a motion to hold a closed session to discuss personnel matters which was moved by Councilmember Faulkingham and seconded by Councilmember Homa which motion received the following roll call vote: Ayes, Mayor Knapper, Councilmembers Coriell, Faulkingham, Garcia, Homa, Mattox and Page. Nays, none.

Council reconvened and there being no further business before the Council, the meeting adjourned.

Approved this 13th day of February, 2024

Nikyln Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

INTEROFFICE MEMORANDUM



To: Mayor & City Council
From: Anthony Traxler, Assistant City Manager/Director of Public Works
Date: January 17, 2024
Subject: Reallocation of Community Development Block Grant Funds - Sidewalks

The City of Maplewood previously approved the use of CDBG funds for sidewalk replacement work on numerous streets within qualifying areas of town. Due to deteriorating and hazardous conditions of the sidewalks on a couple of streets listed in our application (Alicia and McCready Avenues), the City's street contractor repaired these sidewalks in lieu of waiting for the CDBG funds- which take approximately 18 months from the date of application.

Because of this, we have sidewalk funds available and are requesting these funds be reallocated to the 7200 block of Richmond Place. Since we are proposing to include a street that was not listed on the original block grant application, a public hearing is required.

Please see the attached resolution requesting City Council approval for the reallocation of block grant funds. If you have any questions, comments or concerns regarding this matter, please do not hesitate to contact me at 646-3635.

RESOLUTION

R24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO SUBMIT A REQUEST FOR THE REALLOCATION OF BLOCK GRANT FUNDS TO THE ST. LOUIS COUNTY OFFICE OF COMMUNITY DEVELOPMENT

WHEREAS, the City of Maplewood has \$64,000 in block grant funds allocated to sidewalk repairs; and

WHEREAS, the 7200 block of Richmond Place was not included on the original 2022 Block Grant application; and

WHEREAS, the sidewalks in the 7200 block of Richmond need to be reconstructed; and

WHEREAS, funds from the 2022 Block Grant application are available; and

WHEREAS, the City of Maplewood held a public hearing on Tuesday, January 23, 2024 to hear citizen’s comments on the proposed reallocation of block grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

The City Manager is hereby authorized to submit a request for the reallocation of block grant funds to the St. Louis County Office of Community Development; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to sign all agreements and amendments that involve this reallocation request.

Passed this 13rd day of February, 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Approved this 13rd day of February, 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Memorandum



To: Mayor & City Council
From: Amber Withycombe, City Manager
Date: February 7, 2023
Re: Central Core Fire Training Center Commission Intergovernmental Agreement

In spring 2023, the cities of Brentwood, Clayton, and Richmond Heights entered into an intergovernmental agreement to create the Central Core Fire Training Center Commission (CCFTCC), a collaborative arrangement to reinforce and advance the cities’ shared public safety training objectives. Maplewood was invited to be part of the commission at the time and declined. The city currently participates in the Central Core Training Division, a collaboration among Brentwood, Clayton, Maplewood, Richmond Heights, Shrewsbury, and Webster Groves. This existing partnership supports a shared training officer and multi-agency training at locations throughout the region, including a fee-based training facility maintained by the West County EMS & Fire Protection District.

During its December 12, 2023, work session, the Council heard from Fire Chief Peter Marsac about the CCFTCC’s pursuit of a \$903,396.80 matching grant (enclosed) from the Missouri Department of Public Safety to support construction of a \$1.87 million shared training facility in Shrewsbury on Carr Lane. At that time, Chief Marsac explained the benefits of participating in the CCFTCC, and the value of Maplewood maintaining its role as an active, invested, and committed partner to the other Central Core agencies. As a continuation of that discussion, I am recommending that Maplewood enter into the intergovernmental agreement to share the cost of constructing a multidisciplinary training facility to offer NFPA-compliant all-hazard emergency training, certifications, and operational readiness exercises to Maplewood’s public safety personnel, as well as those within the intergovernmental agreement and responders from across Missouri.

The current commission member cities have already entered into a ground lease agreement for the training site and have commissioned Navigate to provide estimated project costs. Based on the attached budget and cash flow projection, which were prepared for the MDPS matching grant request, total outlays from Maplewood would entail:

	FY24	FY25	FY26
Professional Services & Permits	\$7,062.50	\$52,383	\$14,422
Construction & Contingency		\$127,591	\$267,622
<i>Total</i>	<i>\$7,062.50</i>	<i>\$179,973</i>	<i>\$282,043</i>
		Grand Total	\$469,079

The commission will receive notification of the grant award from MDPS in March. Any funded matching grant amount will reduce the overall cost of the project for the four participating cities. The addition of any new partner cities would also reduce the overall cost to Maplewood. Currently, two additional municipalities are exploring the feasibility of their own participation. Until we receive notification from MDPS, we will plan to budget for the full cost of the project in our FY25 and FY26 budgets. Project expenses for FY24 will be drawn from existing funds in the Fire Department budget.

The current CCFTCC board voted on February 2 to accept Maplewood as a partner. With the Council's approval of the resolution to execute the intergovernmental agreement, the cities of Brentwood, Clayton, and Richmond Heights will adopt amended bylaws and a revised intergovernmental agreement to recognize Maplewood as a member of the CCFTCC.

RESOLUTION

R24-

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY OF MAPLEWOOD, MISSOURI, WITH THE CITIES OF BRENTWOOD, CLAYTON, AND RICHMOND HEIGHTS FOR PURPOSE OF JOINING THE CENTRAL CORE FIRE TRAINING CENTER COMMISSION.

WHEREAS, the cities of Brentwood, Clayton, and Richmond Heights cooperate with one another to enhance the ability to provide public safety training services to member municipalities; and

WHEREAS, Section 70.220 RSMo authorizes cities to work in a cooperative manner; and

WHEREAS, cooperation between cities provides more efficient and enhanced services, and higher level of safety and preparedness for firefighting/emergency medical personnel for the provision of such services;

WHEREAS, the City of Maplewood wishes to join Brentwood, Clayton, and Richmond Heights as an equal and full partner in the Central Core Fire Training Commission; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section 1. The Intergovernmental Agreement, incorporated herein, in the form attached hereto as **Exhibit A** is hereby approved, and the City Manager is authorized to execute same on behalf of the City and the City Clerk is authorized and directed to attest thereto. The documents as executed shall be in substantially the form of **Exhibit A**, with such changes therein as shall be approved by the City Manager, consistent with the provisions and intent of this resolution and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Manager and her designees 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. In the event that the Bylaws of Central Core Fire Training Commission are not amended to provide for the City of Maplewood to hold a seat on its Board of directors, this resolution and any and all actions taken pursuant hereto may be revoked.

Passed this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest: _____
Andrea Majoros, City Clerk

Approved this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest: _____
Andrea Majoros, City Clerk

Exhibit A

Intergovernmental Agreement Attached

EXHIBIT A

Central Core Fire Training Center Commission Intergovernmental Agreement

This Agreement ("Agreement") is entered into as of the date last subscribed below by and between the Missouri cities of Brentwood, Clayton and Richmond Heights (the "Cities"), all of which are political subdivisions of the State of Missouri and are authorized to enter into this Agreement pursuant to Sections 70.220 and 70.260 of the Revised Statutes of Missouri.

Purpose

The purpose of this agreement by and between the Cities of is to create a Missouri statutory commission ("Commission") to enhance the ability of the Cities to provide fire department training services to member municipalities.

Commission activities may include, but are not limited to, the creation, construction and operation of public improvements and facilities and coordination of related activities to promote the ability of member municipalities to provide fire department training services.

Commission Powers:

Under no circumstances are the proposed powers of the Commission to be interpreted as permitting or authorizing any activity or endeavor by the Commission within the corporate limits of a Member Municipality that is within the scope of that municipality's authority as defined by Missouri statute unless such municipality has expressly authorized and/or permitted such activity or endeavor.

The Commission shall have powers, except to the extent any such power has been limited by any enabling legislation, necessary to carry out and effectuate the purposes and provisions of the Commission including, but not limited to, the following:

- (1) After ratification by motion of the respective Boards of Aldermen or City Council of the Cities, to adopt, amend, and repeal bylaws necessary or convenient to administer Commission affairs and responsibilities and carry out the purposes of the Commission; provided such bylaws are not inconsistent with the ordinances of the Cities in which the Commission is created.
- (2) To make and enter into contracts and other instruments, with public and private entities, necessary or convenient to exercise its powers and achieve the purposes of the Commission. However, any such contracts that commit the Commission to expend an amount in excess of \$60,000.00 and/or bind the Commission to performance for a period of at least one year shall require ratification by motion of the respective Boards of Aldermen or City Council of the Cities.

- (3) To accept grants, guarantees and donations of real property, personal property, labor, services, or other things of value from any public or private source.
- (4) To employ or contract for such managerial, engineering, legal, technical, clerical, accounting or other assistance as is deemed appropriate, advisable or necessary by the Board of Directors to carry out the purpose and intent of the Commission.
- (5) To acquire by purchase, lease, gift, grant, bequest, devise, or otherwise, any real property, personal property, or any interest in such property.
- (6) To buy, sell, lease, exchange, transfer, assign, mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real or personal property or any interest in such property within the boundaries of the Commission as is determined to be necessary by the Board of Directors to carry out the intent and purposes of the Commission.
- (7) To levy and collect Member Municipal assessments, and real and personal Property taxes and other revenues as provided in the enabling legislation. However, no taxes shall be levied on any property exempt from taxation pursuant to state statute. Nothing contained herein shall prevent any tax exempt property from voluntarily contributing its proportionate tax to the Commission.
- (8) To fix, charge, and collect fees, rents, and other charges for use of any of the following:
 - (a) The Commission's real property;
 - (b) The Commission's personal property;
 - (c) Any of the Commission's interests in real or personal property, or any activity, service or endeavor of the Commission
- (9) To borrow money from any public or private source, issue bonds or other obligations, and provide security for the repayment of the same as provided in state statute.
- (10) To make expenditures, create reserve funds and use its revenues and reserves as necessary to carry out its powers or duties and the provisions and purposes of the Commission, The Commission shall reimburse or otherwise compensate a Member Municipality that provides legal, IT, financial and other such services for staff time and expenses performed for the Commission.
- (11) To carry out any other powers set forth in the Commission enabling legislation.
- (12) To sue and be sued.

Withdrawal:

Any Member Municipality may withdraw from the Commission upon giving one year's written notice to the Commission, evidenced by resolution of its governing body, and payment of all amounts in arrears for assessments; provided, that if the Commission, prior to the giving of such notice, shall have incurred indebtedness in conformity with the powers granted by this Agreement which matures after the effective date of the notice of withdrawal, the withdrawal shall not become effective until such indebtedness shall have been paid by the Commission, or until sufficient funds have been set aside irrevocably in trust to satisfy such indebtedness, or, in the alternative, until the withdrawing contracting party shall have paid to the Commission its pro rata portion thereof, or until sufficient funds have been set aside irrevocably in trust to satisfy such portion. Any Member Municipality that withdraws from the Commission shall thereby forfeit any ownership interest in any assets of the Commission and shall not be entitled to any property or assets of the Commission. Any contracting party that has given notice of withdrawal shall not be obligated for new indebtedness after giving such notice.

Miscellaneous General Terms:

- (1) Nothing in this agreement shall be construed to delegate to the Commission any sovereign right held by any Member Municipality to regulate the use and development of land, promote order, safety, health, morals, and general welfare of the public.
- (2) The Commission shall not have the power of eminent domain to acquire real property. The Commission may enter into joint agreements with the Member Municipalities to acquire real property through eminent domain, but such authority shall be retained by the member municipalities and shall only be used as is provided by Missouri statute.
- (3) This Agreement constitutes the entire agreement between the parties with regard to the subject matters contained herein, and all prior and contemporaneous negotiations and understandings between the parties shall be deemed merged into the Agreement. No waiver, modification or amendment of the terms of this Agreement shall be valid or binding unless in writing, signed by all parties, and then only to the extent set forth in such written waiver, modification or amendment, and subject to any required Court approval.
- (4) If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- (5) The parties may execute this Agreement in counterparts, and execution in one or more counterparts shall have the same force and effect as if all parties had signed the same instrument.
- (6) A copy of each City's execution, along with a resolution or ordinance authorizing same shall be forwarded to and maintained by the Board of Directors.

IN WITNESS WHEREOF, this Agreement has been executed by the Cities through their duly authorized representatives on the dates noted below.

CITY OF BRENTWOOD, MISSOURI

CITY OF RICHMOND HEIGHTS, MISSOURI

By [Signature]
Mayor

By [Signature]
Mayor

[Signature]
ATTEST:

[Signature]
ATTEST: City Clerk

City Clerk

Dated: July 12, 2023

Dated: 06/30/2023

CITY OF CLAYTON, MISSOURI

[Signature]
By Mayor

ATTEST: [Signature]
City Clerk

Dated: 6-16-2023

BYLAWS OF CENTRAL CORE FIRE TRAINING CENTER COMMISSION

ARTICLE I NAME

Section I.01 The name of the organization is Central Core Fire Training Center Commission (the "**Commission**").

ARTICLE II OFFICES

Section II.01 The principal office of the Commission shall be located at such place within the State of Missouri as shall be fixed from time to time by resolution of the Board of Directors (the "**Board**"), and if no place is fixed by the Board, such place as shall be fixed by the Board Chair or, if none, the President. The Commission may also have such other offices within the State of Missouri as the Board may from time to time determine or the business of the Commission may require.

ARTICLE III PURPOSE

Section III.01 The purposes of the Commission shall be those set forth in the Intergovernmental Agreement of the Commission, as may be amended from time to time (the "**Intergovernmental Agreement**").

ARTICLE IV MEMBERS

Section IV.01 Membership. The Commission shall have a maximum of four (4) members. Membership in the Commission shall be open to all persons interested in the Commission's purposes who meet the requirements set forth in Section 4.03 herein. Each person may hold only one membership and may not hold fractional memberships. Membership entitles each member to the rights set forth in this Article IV but does not grant any ownership rights in or distribution rights from the Commission. No member may transfer a membership and all rights of membership cease upon the member's death or dissolution, expulsion or termination in accordance with Section 4.16 of these bylaws, or resignation in accordance with Section 4.17 of these bylaws.

Section IV.02 RESERVED.

Section IV.03 Requirements for Membership. An entity must be a Missouri Municipal Commission to be a member of the Commission and must pay the membership fees, assessments, and any other consideration as determined by the Board in its reasonable discretion.

An entity must also be a signatory of the Cooperative Fire Training Officer Agreement. Other qualification or criteria for membership may be required as determined by the Board from time to time in its reasonable discretion.

Section IV.04 Classes of Membership. The Commission shall have one class of members.

Section IV.05 Annual and Regular Meetings. The annual meeting of the members shall be held at a time and place fixed by the Board, in the month of October of each year, at 10:00 a.m. local time at which meeting the members shall elect the directors and transact such other business as may come before the meeting. Regular meetings of the members shall be held at such times and places as may be fixed by the Board from time to time by resolution or as specified in the notice of the meeting.

Section IV.06 Special Meetings. Special meetings of the members shall be held whenever called by resolution of the Board, by the President, or by a written demand to the Secretary by at least five percent (5%) of the members eligible to vote. Special meetings must be held not less than thirty-five (35) days nor more than ninety (90) days after the resolution or written demand is made.

Section IV.07 Place of Meetings. Member meetings may be held at any place within or without the State of Missouri that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at the Commission's principal office.

Section IV.08 Notice of Meetings.

(a) **Notice Required.** Written notice of the place, date, and time of any member meeting where members are required or permitted to take action shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at such meeting. The Secretary, upon receiving written demand or resolution for a special meeting, shall cause such notice to be given to the members entitled to vote at such meeting. If the Secretary fails to do so within twenty (20) days of receiving such written demand or resolution, the persons entitled to call the meeting may give such notice.

(b) **Delivery of Notice.** Notice shall be given to each member at his or her address or contact information as it appears on the records of the Commission or at the address given by the member to the Corporate for purposes of notice by one of the following methods:

- (i) First-class mail, with prepaid postage thereon, or certified mail;
- (ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;
- (iii) Personal delivery of written notice, including by courier service; or
- (iv) Facsimile transmission, email, or other electronic means, if the member has consented to accept notices in this manner, except that notice by electronic transmission shall not be given if:

- (A) the Commission is unable to deliver two consecutive notices to the member by that means; or

(B) the inability to so deliver the notices to the member becomes known to the secretary, any assistant secretary, the transfer agent, or other person responsible for the giving of the notice.

Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon. If a member's address or contact information does not appear on the books of the Commission or is not given, notice shall be given when addressed to the member at the Commission's principal office or by publication at least once in a newspaper of general circulation in the county in which the principal office is located.

(c) **Timing of Notice.** Notice shall be given to each member at least ten (10) days but not more than sixty (60) days before the time set for the meeting.

(d) **Content of Notice.** The notice shall state:

(i) The place, date, and time of the meeting;

(ii) The means of electronic transmission by and to the Commission or conference telephone or electronic video screen communication, if any, by which members may participate in the meeting;

(iii) In the case of a special meeting, a description of the matter(s) for which the meeting is called and the general nature of the business to be transacted;

(iv) In the case of an annual or regular meeting, those matters which the Board, at the time the notice is given, intends to present for action by the members; and

(v) If directors are to be elected at the meeting, the names of all those who are nominees at the time the notice is given to members.

(e) **Waiver of Notice.** Notice of a regular or special member meeting need not be given to a member who submits a signed waiver of notice to the Commission before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

Section IV.09 Quorum and Action of the Members.

(a) At all member meetings, a majority of the members present in person or by proxy shall constitute a quorum for the transaction of business.

(b) Any act approved by a majority of the voting power represented at the meeting at which a quorum is present, entitled to vote, and voting on any matter is the act of the members, unless the the Intergovernmental Agreement, or these bylaws require a greater number.

(c) A meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members who constitute the required quorum for the meeting, or such greater number as required by the, the Intergovernmental Agreement, or these bylaws.

Section IV.10 Adjournment of Meeting.

(a) In the absence of a quorum, any member meeting may be adjourned from time to time by the vote of a majority of the votes represented either in person or by proxy, but no other business may be transacted, except as provided in Section 4.09(c). No meeting may be adjourned for more than 45 days.

(b) Notice need not be given of the adjourned meeting if the time and place thereof (or the means of electronic transmission by and to the Commission or electronic video screen communication, if any, by which members may participate) are announced at the meeting at which the adjournment is taken. If after the adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

(c) At the adjourned meeting the Commission may transact any business which might have been transacted at the original meeting.

Section IV.11 Voting. Each member shall be entitled to one (1) vote on each matter submitted to a member vote. The record date for determining the members entitled to vote at a member meeting shall be fixed by the Board in advance of the meeting.

Section IV.12 Action Without a Meeting by Ballot.

(a) Any action which may be taken at any regular or special meeting of the members may be taken without a meeting if the Commission distributes a written ballot to every member entitled to vote on the matter.

(b) All solicitations of ballots shall:

(i) indicate the number of responses needed to meet the quorum requirement;

(ii) state the percentage of approvals necessary to pass the measure submitted with respect to ballots other than for the election of directors; and

(iii) specify the time by which the ballot must be received in order to be counted.

(c) The written ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Commission.

(d) Approval by written ballot pursuant to this Section 4.12 shall be valid only when:

(i) the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and

(ii) the number of approvals cast by ballot equals or exceeds the number of votes required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

Section IV.13 Action Without a Meeting by Written Consent. Any action required or permitted to be taken by the members may be taken without a meeting, if all members individually or collectively consent in writing to the action. The written consent or consents shall be filed with the minutes of the proceedings of the members. The action by written consent shall have the same force and effect as the unanimous vote of the members.

Section IV.14 Proxies. Any member entitled to vote at a member meeting or to execute consents may authorize another person or persons to act for such member by proxy. Every proxy must be in writing and signed by the member, or by email setting forth information from which it can be reasonably determined that the proxy was authorized by such member. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in the proxy, provided but no proxy shall be valid for more than three (3) years from the date thereof. Every proxy shall be revocable at the pleasure of the member executing it.

Section IV.15 Meeting by Remote Communication. A meeting of the members may be conducted, in whole or in part, by electronic transmission by and to the Commission or by conference telephone or electronic video screen communication if authorized by the Board in its sole discretion. The member shall be deemed present in person or by proxy at such meeting if the conditions of RSMo. Sec. 610.015 are satisfied.

Section IV.16 Expulsion, Suspension, or Termination.

(a) **Cause for Expulsion, Suspension, or Termination.** A member may be expelled, suspended, or terminated if the Board, in good faith and according to a fair and reasonable procedure, determines that either:

(i) The member fails to pay any required membership fees, assessments, or other consideration in a timely fashion after notice of the same.

(ii) The member's conduct or act violates the purpose and mission of the Commission, these bylaws, the Commission's policies, or applicable law.

(b) **Notice Requirements.** The Board shall provide written notice to the member of the member's expulsion, suspension, or termination and the reasons thereof. The notice shall be given at least fifteen (15) days before the effective date of such expulsion, suspension, or termination. Notice may be given by any method reasonably

calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the member shown on the Commission's records.

(c) **Member Hearing.** Any member who receives notice of such member's expulsion, suspension, or termination shall have the opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the expulsion, suspension, or determination. Such hearing shall be before the Board or any other such person or committee authorized to decide that the expulsion, suspension, or termination not take place.

(d) **Member Obligations.** Expulsion, suspension, or termination shall not relieve the affected member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees incurred before the expulsion, suspension, or termination, or arising from contract or otherwise.

Section IV.17 Resignation. A member may resign from membership at any time, subject to any contract among the members or between the members and the Commission. This Section 4.17 shall not relieve the resigning member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments, or fees, or arising from contract or otherwise. This Section 4.17 shall not diminish any right of the Commission to enforce any such obligation or obtain damages for its breach. A membership issued for a period of time shall expire when such period of time has elapsed unless the membership is renewed.

ARTICLE V BOARD OF DIRECTORS

Section V.01 Powers.

(a) Subject to applicable law and in accordance with the purposes and limitations set forth in the Intergovernmental Agreement and herein, the activities and affairs of the Commission shall be conducted and all corporate powers shall be exercised by or under the direction of the Board, provided that all income and the property of the Commission shall be applied exclusively for its nonprofit purposes and no part of the net earnings or other assets of the Commission shall inure to the benefit of any director or any other private individual, except that the Commission shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its stated purposes.

(b) The Board may delegate the management of the Commission's activities to any person or persons, management company, or committee however composed, provided that the activities and affairs of the Commission shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section V.02 Number. The authorized number of directors of the Commission shall be three (3). Any resolution changing the Commission's number of authorized directors shall require the approval of the members and amendment of these bylaws.

Section V.03 Entire Board. As used in these bylaws, the term "**Entire Board**" shall mean the total number of directors then in office.

Section V.04 Qualifications. Each director shall be at least 18 years of age and an employee of a member of the Commission .

Section V.05 Election and Term of Office. Each member shall appoint one (1) director to serve on the Board. Each member shall appoint its City Manager (or equivalent position) or the City Manager's designee to serve as such member's director. Each director shall serve until the election and qualification of such director's successor, or until such director's death, resignation, or removal.

Section V.06 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the next annual meeting of the members and until such director's successor is elected and qualified. A vacancy occurring for any other reason, including death, resignation or removal shall be filled by the Member agency.

Section V.07 Removal.

(a) Any director may be removed at any time without cause as provided in RSMo. Sec. 355.346.

(b) No reduction of the authorized number of directors shall have the effect by itself of removing any director before the expiration of the director's term of office.

Section V.08 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of the Commission, except if such resignation would leave the Commission without a duly elected director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

Section V.09 Annual and Regular Meetings. The Board shall hold an annual meeting immediately following the annual meeting of the members at which meeting the Board shall appoint officers and transact any other business as shall come before the meeting. Regular meetings of the Board shall be held at such times and places as may be fixed by the Board by resolution or as specified in the notice of the meeting.

Section V.10 Special Meetings. Special meetings of the Board may be held at any time upon the call of the Board Chair, the President, the Vice President, the Secretary, or any two (2) directors, in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section V.11 Place of Meetings. Meetings of the Board may be held at any place within or without the State of Missouri that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at the Commission's principal office unless another place has been designated by a resolution duly adopted by the Board.

Section V.12 Notice of Meetings.

(a) **No Notice Required; Waiver of Notice.** No notice of a regular meeting shall be required where the time and place of the meetings are fixed by these bylaws or by Board resolution, as permitted under Section 5.09. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice to the Commission before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to him or her.

(b) **Notice Required.** Notice of any special meeting, and of any regular meeting if the time and place are not so fixed by these bylaws or by Board resolution, shall be given to each director.

(c) **Delivery of Notice.** Notice, when required, shall be given to each director by one of the following methods:

(i) First-class mail, with prepaid postage thereon;

(ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;

(iii) Facsimile transmission, email, or other electronic means, if the director has consented to accept notices in this manner; or

(iv) Personal delivery of written notice, including by courier service.

Such notice shall be addressed or delivered to each director at his or her address or contact information as it appears on the records of the Commission. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon.

(d) **Timing of Notice.** Notice must be given to each director at least four (4) days before the time set for the meeting if by first-class mail and at least forty-eight (48) hours before the time set for the meeting if given personally, by telephone, by facsimile transmission, or by email or other electronic means.

(e) **Content of Notice.** Notice shall state the time and place where the meeting is to be held. The notice need not specify the purpose of the meeting unless required to elsewhere by these bylaws.

Section V.13 Quorum and Action of the Board. Subject to the terms of Section 5.16 below, the presence of all directors shall constitute a quorum for the transaction of business. Any act

approved by all of the directors present at a duly held meeting at which a quorum is present or unanimously approved pursuant to Section 5.16 is the act of the Board, unless, the Intergovernmental Agreement, or these bylaws require a greater number.

Section V.14 Meeting by Remote Communication. A meeting of the directors or any committee of the Board may be conducted, in whole or in part, by electronic transmission by and to the Commission or by conference telephone or electronic video screen communication if authorized by the Board in its sole discretion. The director or committee member shall be deemed present in person at such meeting if the conditions of RSMo. Sec. 610.015 are satisfied.

Section V.15 Adjournment of Meeting. A majority of the directors present, whether or not a quorum is present, may adjourn the meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each director not present at the time of the adjournment.

Section V.16 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the directors or committee members consent to the action in writing. The action by written consent shall have the same force and effect as a unanimous vote of the directors or committee members.

Section V.17 Compensation. The Commission shall not pay compensation to directors for services rendered to the Commission as directors, except that directors may be reimbursed for actual expenses reasonably incurred in the performance of their duties to the Commission, such as attending meetings and administering the Commission's affairs. A director may receive reasonable compensation for the performance of services provided to the Commission in any capacity separate from his or her responsibilities as a director when so authorized by a majority of the directors then in office and subject to Section 5.18 of these bylaws and any applicable Board policy or procedure.

Section V.18 Conflict of Interest. The Board affirms that the members, directors, officers, employees, agents and fiduciaries of the Commission (i) have a special obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of the Commission, the Commission's charitable purposes, and the general public served by the Commission, and (ii) should avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of the Commission. Where a potential conflict of interest exists, whether directly or indirectly, it shall be the responsibility of the person involved to notify the Board of the circumstances resulting in the potential conflict so that the Board can provide such guidance and take such action as it shall deem appropriate. No director who is directly or indirectly involved in a potential conflict of interest shall be counted in determining the existence of a quorum at any meeting of the Board where the potential conflict is considered, nor shall such director vote on any action of the Board regarding the potential conflict of interest. The Board may, from time to time, articulate its expectations regarding conflicts of interest and related matters in a written policy. The Board may further provide a copy of said written policy to members, directors, officers, employees and agents on an annual basis and require such persons to disclose existing or potential conflicts of interest as defined herein and under said written policy along with a signature in acknowledgement of receipt and intent to comply.

ARTICLE VI COMMITTEES

Section VI.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, including an executive committee, each consisting of two (2) or more directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to do any of the following:

- (a) Approve any action for which the Intergovernmental Agreement, or these bylaws requires approval by the Entire Board.
- (b) Fill vacancies on the Board or in any committee which has the authority of the Board.
- (c) Amend or repeal the bylaws or adopt new bylaws.
- (d) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable.
- (e) Appoint committees of the Board or the members thereof.
- (f) Expend corporate funds to support a nominee for director after there are more people nominated for director than can be elected.
- (g) Authorize distributions to members, directors, officers, agents or employees except in exchange for value received.
- (h) Approve or recommend to members dissolution, merger or the sale, pledge or transfer of all or substantially all of the Commission's assets.
- (i) Elect, appoint or remove directors.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility imposed by law. All members of the executive committee shall be directors, except as otherwise provided in a resolution of the Board, however, other committees of the Board may have members who are not directors in addition to the two (2) or more committee members who are directors.

Section VI.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the executive committee and the other committees of the Board shall be subject at all times to the direction of the Board.

Section VI.03 Alternate Members. The Board, by vote of a majority of the Entire Board, may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section VI.04 RESERVED.

Section VI.05 RESERVED.

Section VI.06 Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees may, but need not, be directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE VII OFFICERS

Section VII.01 Officers. The officers of the Commission shall consist of at least a Board Chair or a President or both, a Secretary, and a Treasurer or a Chief Financial Officer or both. The Board may from time to time appoint such other officers, including one or more Vice Presidents, as it may determine. All officers shall be chosen by the Board from slates of candidates eligible and willing to serve. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of President or Board Chair and Secretary, Treasurer or Chief Financial Officer.

Section VII.02 Election, Term of Office and Qualifications. For the first term during which these bylaws are in full force and effect, the officers of the Commission shall be elected by the initial Board at the first meeting of that body, to serve at the pleasure of the Board of the Commission until the first annual meeting of the Board or until their successors are duly elected. Thereafter, the officers of the Commission shall be elected by a majority vote of the Board at the annual meeting of the Board, and each officer shall hold office for a one (1) year term, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold his or her office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Officers may be elected for three (3) consecutive terms, subject to the rights, if any, of an officer under any contract of employment. Except as may otherwise be provided herein or in the resolution of the Board choosing an officer, no officer need be a director. All officers shall be subject to the supervision and direction of the Board. Notwithstanding the foregoing, the election, term of office, and qualifications for the Board Chair are set forth in Section 7.06 herein.

Section VII.03 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the Entire Board at a duly held meeting at which a quorum is present, subject to the rights, if any, of an officer under any contract of employment.

Section VII.04 Resignation. Any officer may resign at any time by giving written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Commission under any contract to which the officer is a party.

Section VII.05 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

Section VII.06 Board Chair. The Board Chair, if any, shall be a director and preside at all meetings of the Board, and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board. If the Commission has both a Board Chair and a President, the Board shall, by resolution, establish the specific duties carried by each position. Notwithstanding anything to the contrary in Section 7.02 of these bylaws, the Board Chair (i) shall rotate on an annual basis between the directors in accordance with the alphabetical order of each member (e.g., the director from the City of Brentwood would serve as the Board Chair for the first year, the director from the City of Clayton would serve as the Board Chair for the second year, the director from the City of Maplewood would serve as the Board Chair for the third year, the director from the City of Richmond Heights would serve as the Board Chair for the fourth year, and then the order would repeat itself); (ii) shall hold office for a one (1) year term and shall hold his or her office until the Board Chair's successor is elected and qualified or until such Board Chair's earlier death, resignation, or removal; and (iii) may not serve consecutive terms as Board Chair. Notwithstanding the foregoing, the director having served as the Board Chair may continue to serve as a director following such director's term as Board Chair.

Section VII.07 President. The President shall preside at all meetings of the Board if there is no Board Chair or in the Board Chair's absence. He or she shall have the general powers and duties of supervision and management of the Commission which usually pertain to his or her office and shall perform all such other duties as are properly required of him or her by the Board. The President shall, in addition, be the Chief Executive Officer.

Section VII.08 Vice President. Each Vice President may be designated by such title as the Board may determine, and each such Vice President in such order of seniority as may be determined by the Board, shall, in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President also shall have such other powers and perform such duties as usually pertain to his or her office or as are properly required of him or her by the Board.

Section VII.09 Secretary. The Secretary shall have the following powers and duties, and such other powers and duties as usually pertain to his or her office or as are properly required of him or her by the Board:

(a) **Articles and Bylaws.** The Secretary shall keep or cause to be kept the original or a copy of the Commission's Intergovernmental Agreement and these bylaws, as amended from time to time, at its principal office in the State of Missouri.

(b) **Minutes and Resolutions.** The Secretary shall record, certify, and keep, or cause to be kept, the original or a copy of the minutes of all meetings and resolutions of the Board and its committees, and all meetings and ballots of the members. The minutes may also be kept in a form that is readily convertible into a clearly legible tangible form.

(c) **Notices and Reports.** The Secretary shall give and serve all notices and reports as required by law and these bylaws.

(d) **Corporate Seal.** The Secretary shall keep the corporate seal, if any, to sign such instruments as require the seal and his or her signature.

(e) **Inspection.** The Secretary shall exhibit at all reasonable times the Commission's Intergovernmental Agreement and bylaws to any director or member upon written demand at the principal office of the Commission.

Section VII.10 Treasurer. The Treasurer shall have the following powers and duties, and such other powers and duties as usually pertain to his or her office or as are properly required of him or her by the Board:

(a) **Books of Account.** The Treasurer shall have the custody of all the funds and securities of the Commission and shall keep and maintain full and accurate accounts of all deposits, disbursements, properties, and business transactions of the Commission.

(b) **Deposits and Disbursements.** The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Commission in the depositories designated by the Board and shall disburse the funds of the Commission as may be ordered by the Board.

(c) **Financial Report.** The Treasurer shall render to the Board Chair/President and any of the directors of the Commission, at the annual meeting of the Board and upon request, an account of his or her transactions as Treasurer and of the financial condition of the Commission.

(d) **Inspection.** The Commission's books of account and records shall be open to inspection at all reasonable times to the Board Chair/President and any of the directors or members of the Commission upon request at the principal office of the Commission.

Section VII.11 Additional Officers. The Board may from time to time appoint such additional officers as it shall deem necessary. New offices may be created and filled at any meeting of the Board. To the fullest extent allowed by law, the Board may prescribe each additional officer his or her respective title, term of office, authority, and duties.

Section VII.12 Compensation. The salaries of the Commission's officers, if any, shall be fixed from time to time by the Board or by such committee to which the Board has delegated such authority. Any officer who is also an employee of a member shall not be eligible to receive a salary from the Commission, except that such officers may be reimbursed for actual expenses reasonably incurred in the performance of their duties to the Commission. Notwithstanding the foregoing, no officer shall be prohibited from receiving compensation because the officer is also a director of the Commission as long as such compensation is permitted under Section 5.17 of these bylaws. The salaries of all officers shall be just and reasonable and given in return for services actually rendered for the Commission and subject to any contract of employment between the officer and the Commission.

Section VII.13 Compensation of Certain Officers. The Board, or an authorized committee of the Board shall review and approve the compensation, including benefits, of every person, regardless of title, with the powers, duties, or responsibilities of the President, Treasurer, and Chief Financial Officer to assure that it is just and reasonable. This review and approval shall occur at all of the following times:

- (a) Initially upon the hiring of the officer.
- (b) Whenever the term of employment, if any, of the officer is renewed or extended.
- (c) Whenever the officer's compensation is modified (unless a similar modification of compensation is applied to all other employees).

ARTICLE VIII EXECUTION OF INSTRUMENTS; DEPOSITS

Section VIII.01 Contracts and Instruments. The Board may authorize any officer or agent of the Commission to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of and on behalf of the Commission with a dollar value up to One Thousand Dollars (\$1,000.00). Such authority may be general or may be confined to specific instances. For any contract or instrument exceeding \$1,000.00, the Board must approve the contract or instrument by a majority of the Board. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section VIII.02 Deposits. The funds of the Commission shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

Section VIII.03 Budget. An annual budget shall be prepared at the direction of the President for approval by the Board at its annual meeting.

ARTICLE IX INDEMNIFICATION

Section IX.01 The Commission shall indemnify a director or other person to the fullest extent allowed by applicable law.

Section IX.02 RESERVED.

Section IX.03 RESERVED.

Section IX.04 RESERVED.

Section IX.05 RESERVED.

Section IX.06 RESERVED.

Section IX.07 RESERVED.

ARTICLE X GENERAL PROVISIONS

Section X.01 Fiscal Year. The fiscal year of the Commission shall be the calendar year unless otherwise provided by the Board.

Section X.02 Corporate Seal. The corporate seal, if any, shall have inscribed thereon the name of the Commission, the year of its organization, and the words "Corporate Seal, Nonprofit Public Benefit Commission, Missouri." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. Failure to affix the seal to corporate instruments shall not affect the validity of such instruments.

Section X.03 Books and Records. The Commission shall keep at the principal office of the Commission correct and complete books and records of the activities and transactions of the Commission, including the minute book, which shall contain a copy of the Intergovernmental Agreement, a copy of these bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section X.04 Records Retention and Destruction Policy. In any instance where the Commission faces issues related to document retention, it shall follow the procedures and rules adopted by Resolution of the Board.

Section X.05 RESERVED.

Section X.06 Annual Returns. The Entire Board shall review and approve the Commission's annual filing (if any) with the Internal Revenue Service before it is filed.

Section X.07 Annual Report; Statements of Transactions. The Treasurer or Chief Financial Officer shall engage an independent accountant, on behalf of the Commission, that is currently under contract to provide services to one of the members to prepare the annual report of the Commission. The Board must send the annual report to each director and member not later than 120 days after the close of the Commission's fiscal year. If approved by a majority of the Board, the annual report and any accompanying material sent pursuant to this Section 10.07 may be sent by electronic transmission by the Commission. The annual report shall contain in appropriate detail all of the following:

- (a) The assets and liabilities, including the trust funds, of the Commission as of the end of the fiscal year.
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Commission, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Commission, for both general and restricted purposes, during the fiscal year.

Section X.08 Electronic Signatures. Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

ARTICLE XI (RESERVED)

ARTICLE XII AMENDMENTS

Section XII.01

(a) The Board may adopt, amend, or repeal bylaws by the affirmative vote of the majority of the Board except that:

(i) Such action may not materially and adversely affect the rights of the members as to voting and transfer without the approval of the majority of the members.

(ii) Where any corporate action requires a greater vote in these bylaws, any amendment or repeal of such provision must be approved by the same greater vote.

(iii) No amendment may extend the term of a director beyond that for which the director was elected.

(iv) Such action shall be authorized at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

(b) The members may adopt, amend, or repeal bylaws by the approval of the majority of the members. Such action shall be authorized at a duly called and held meeting of the members for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

ARTICLE XIII NON-DISCRIMINATION

Section XIII.01 In all of its dealings, neither the Commission nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

ARTICLE XIV REFERENCE TO INTERGOVERNMENTAL AGREEMENT

Section XIV.01 References in these bylaws to the Intergovernmental Agreement shall include all amendments thereto or changes thereof unless specifically expected by these bylaws. In the event of a conflict between the Intergovernmental Agreement and these bylaws, the Intergovernmental Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

The undersigned, Amy Hamilton, hereby certifies that she is the duly elected and acting Secretary of Central Core Fire Training Center Commission, a statutory, intergovernmental Commission, and that the foregoing bylaws were adopted as the bylaws of the Commission as of September 18, 2023 and that the same do now constitute the bylaws of the Commission.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Commission as of this 18th day of September, 2023.

CENTRAL CORE FIRE TRAINING CENTER
COMMISSION

By: Amy Hamilton

Name: Amy Hamilton

Title: Secretary of Commission

GROUND LEASE

THIS GROUND LEASE ("Lease") is made as of the 9th day of October, 2023 (the "Effective Date"), by and between 4216 Carr Lane Ct., LLC, a Missouri limited liability company (the "Landlord") and Central Core Fire Training Center Commission (the "Tenant"), a public subdivision jointly organized by the Cities of Brentwood, Clayton and Richmond Heights, all in the State of Missouri (collectively, the "Cities" and individually, a "City") who hereby mutually covenant and agrees as follows. Each of Tenant and Landlord is a "party" and collectively, the "parties".

RECITALS

- A. Tenant has been formed by the Cities under the authority of Missouri and such Cities to provide and enhance training and education for the firefighters and others who provide vital public safety services for first responders to the citizens of St. Louis County.
- B. Tenant has requested, and Landlord has agreed in the spirit of supporting such community safety goals, to allow Tenant to construct a training facility and ancillary structures on property owned by Landlord, for which Landlord will not charge any base rent, subject to the provisions of this Lease.

I. GRANT, TERM, DEFINITIONS AND BASIC PROVISIONS

1.1 Grant. Landlord is the owner of the real estate located at 4224 Carr Lane Ct., St. Louis, MO 63119, and legally described in Exhibit A attached hereto and incorporated herein (the "Property"). For and in consideration of the rents and other sums herein reserved and of the covenants and agreements herein contained on the part of the Tenant to be performed, Landlord hereby leases to Tenant, and Tenant hereby lets from Landlord, the "Leased Premises", consisting of the entire Property, but specifically excluding the area leased pursuant to the Billboard Lease described herein and shown on Exhibit B. The Leased Premises is subject to any and all mortgages, deeds of trust, easements, rights-of-way, restrictions, the Billboard Lease, and other title matters of record.

1.2 Lease Term. The term of this Lease shall commence on the Effective Date (the "Commencement Date") and continue for a period of twenty (20) years (the "Initial Term"). The last day of the Initial Term shall be the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs ("Expiration Date"), unless sooner terminated as herein provided. Tenant's obligations under this Lease to construct the Tenant's Initial Improvements (as defined herein) are contingent upon receiving all necessary permits and zoning approvals to proceed with construction of a fire training facility, and satisfaction in Tenant's sole discretion with the construction costs and approvals to proceed and feasibility within eighteen (18) months of the Commencement Date (the "Permitting Period"). If Tenant does not receive said permits, zoning approvals and assurances within such Permitting Period, Tenant or Landlord may immediately terminate this Lease by written notice to the other party. Tenant shall comply with all obligations of Tenant under this Lease, including without limitation, Sections 3.2, 3.3, Article IV and Section 7.1, commencing on the Commencement Date and throughout the Permitting Period; provided, however, until Tenant receives the permits and zoning approvals described in this Section, Tenant is not required or allowed to construct the Tenant's Initial Improvements.

1.3 Options to Extend. Tenant may, at its option and subject to the conditions herein stated, extend the Initial Term of this Lease for up to three (3) additional periods of ten (10) years each, subject to all the provisions of this Lease. Each additional extension period hereunder shall be referred to as an "Extended Term." For purposes of this Lease, any reference to the "Lease Term" shall mean the Initial Term and each exercised Extended Term, if applicable. The Expiration Date shall be deemed extended, to the extent applicable, to the last date of each Extended Term exercised by Tenant under this Lease. Tenant's right to exercise each Extended Term is subject to the following conditions precedent: (i) Tenant shall not be in

default under this Lease, beyond any applicable notice and cure periods, as of the date Tenant exercises the Extended Term and as of the first day of such Extended Term; and (ii) Tenant shall have given notice to Landlord not less than six (6) months prior to the expiration of the Initial Term or Extended Term, as applicable, of Tenant's exercise of such option. In the event that Tenant effectively exercises any Extended Term herein granted, then all of the terms and provisions of the Lease as are applicable during the Initial Term shall likewise be applicable during any Extended Term except that Tenant shall have no further right to renew or extend the Term after the expiration or other termination of the last Extended Term.

1.4 Permitted Uses. Tenant may use the Leased Premises for only the following purpose: the training and physical preparation of firefighters and other first responders for all-hazard emergency response. In no event shall the Leased Premises be used or occupied by Tenant in any manner contrary to law, zoning regulations or record restrictions, if any, or constitute a public or private nuisance or waste, or render the insurance on the Leased Premises void. All individuals on the Leased Premises shall either be (i) an employee of one of the Cities, (ii) an employee of the Tenant, or (iii) an invitee of one of the Cities. Tenant shall obtain and deliver to Landlord, prior to commencing any training on the Leased Premises and thereafter on an annual basis, a liability waiver from each of the Cities and from each other agency that participates in a training program at the Leased Premises. In such liability waivers, the Fire Chief or City Manager for such City or agency will execute the waiver on behalf of such City's or agency's personnel and attest all personnel are covered by workers' compensation insurance and by their City's or agency's liability insurance. The form of such annual liability waiver shall be as reasonably required by Landlord.

II. POSSESSION

2.1 Acceptance of Leased Premises. Tenant has examined and knows the condition of the Leased Premises (including, without limitation, the condition of improvements, if any), and Tenant hereby leases from Landlord and accepts the Leased Premises in its "AS IS" condition. Neither Landlord nor any agents or employees of Landlord have made any representations or warranties, to Tenant or any agents or employees of Tenant with respect to the condition and repair of the Leased Premises, its fitness for any particular purposes, its compliance with any laws, and whether any utilities are available. Tenant acknowledges that it had before the Commencement Date the opportunity to make such inspections as it desires of the Leased Premises and all factors relevant to the use, occupancy and condition of the Leased Premises. Tenant's taking possession or commencing any use of the Leased Premises shall be conclusive evidence that the Leased Premises are in good order, suitable for Tenant's intended purposes, and acceptable to Tenant as of the date hereof and that Tenant has waived all claims and liabilities relating to the condition of the Leased Premises.

2.2 Lease Subject to Rights Granted Pursuant to Billboard Lease. Tenant acknowledges that this Lease and the Leased Premises are subject to the superior and prior rights granted in that certain Lease by and between Landlord and Outfront Media LLC ("Billboard Lessee) dated October 8, 2004 (as amended and extended, the "Billboard Lease"), which leases to Billboard Lessee pursuant to such Billboard Lease certain areas of approximately 35' x 60' generally depicted on Exhibit B. Billboard Lessee owns its improvements thereon and is entitled to a right of vehicular and pedestrian ingress and egress to and from such Billboard leased area and any other reasonable portion of the Leased Premises for installing, operating and removing the Billboard Sign. If the Leased Premises are secured by Tenant with locked gates, Tenant shall supply the Billboard Lessee with such access as granted under the Billboard Lease. Tenant shall coordinate with the Billboard Lessee regarding such entry, including the right of ingress and egress over the Leased Premises.

III. RENT

3.1 Base Rent. Base Rent and Additional Rent shall be collectively defined as the "Rent".

Except as provided herein, Tenant is not required to pay any Base Rent for the Leased Premises. Tenant's covenant to pay Rent shall be independent of every other covenant in this Lease. Rent shall be paid to or upon the order of Landlord at Landlord's address, and Landlord shall have the right to instruct Tenant to pay the Rent to a third party by giving written notice of the third party's name and address to Tenant. All payments of Rent shall be made without deductions, set off, discount or abatement in lawful money of the United States.

3.2 Taxes. During the Lease Term, Tenant shall pay to Landlord as Additional Rent, payable within fifteen (15) days after statement thereof from Landlord to Tenant, accompanied by bills, receipts or other reasonable verification, all real estate taxes and assessments attributed to the Property including all Tenant Improvements and other improvements on the Property and including all personal property taxes on Tenant's personal property, if applicable (the "Taxes"). "Taxes" shall include all federal, state and local governmental taxes, assessments, levies and charges (including transit or travel district taxes or assessments) of every kind or nature, whether general, special, ordinary or extraordinary, all payments in lieu of taxes or any nature, all utility taxes, rent taxes and all other taxes or assessments which Landlord is otherwise required to pay in connection with the ownership, leasing, management, control, or operation of the Property, or of any utilities, systems and apparatus located therein or used in connection therewith, including any rental or similar taxes levied in lieu of or in addition to general real or personal property taxes. Taxes shall not include any income taxes payable by Landlord. For purposes hereof, Taxes for any year shall be Taxes which become due for payment in that year (prorated for any partial year in the Lease Term). Notwithstanding the foregoing, the Billboard Lessee shall be liable for personal property taxes on its structure and equipment.

3.3 Management Fee: Expenses. Tenant shall pay to Landlord, as Additional Rent, a management fee of \$3,000.00, payable on the first day of the calendar year of the Term. Tenant shall also pay, as Additional Rent, payable within 15 days after statement thereof from Landlord to Tenant, all costs and expenses and disbursements of every kind and nature (the "Expenses") which Landlord shall pay or become obligated to pay during the Lease Term in connection with the Leased Premises, as applicable. It is the intent of Tenant and Landlord that this is a fully net Lease, with Tenant liable for all costs, expenses, repairs, taxes, insurance and other liabilities arising from or attributable to the Leased Premises.

3.4 Interest on Late Payments and Late Charges. Any Rent which is due shall bear interest at the rate of twelve percent (12%) per annum or the maximum rate of interest permitted by law, whichever is less, from the date when such Rent is payable under the terms of this Lease until the same shall be paid. Additionally, after a 5 day grace period, a late charge of ten percent (10%) of all delinquent Rent shall be paid to Landlord by Tenant.

IV. INSURANCE

4.1. Types and Amounts. During the Lease Term of this Lease, Tenant shall procure and maintain policies of insurance, at its sole cost and expense and in form approved by Landlord, insuring:

(a) Landlord and Tenant, pursuant to commercial general liability insurance which shall not constitute a waiver of Sovereign Immunity, from all claims, demands or actions for bodily injury, death or property damage in an amount of not less than \$2,000,000.00 per injury to any one person and \$3,000,000.00 for any one occurrence arising from, related to or connected with Tenant's use or occupancy of the Leased Premises. Said insurance shall provide for full coverage of the indemnity set forth in Section 11.1 hereof.

(b) All contents and Tenant's trade fixtures, machinery, equipment, personal property and furnishings in the Leased Premises, in an amount of at least one hundred percent (100%) of their full replacement cost under fire, other perils and extended coverage property insurance, including,

without limitation, vandalism, theft, and malicious mischief. Tenant may self-insure for this risk.

(c) The Leased Premises, including Tenant's Initial Improvements, any and all structures (temporary or permanent), Alterations (as defined herein), improvements, additions, installed fixtures, equipment, personal property and any other property which makes up the Leased Premises against property damage in an amount equal to one hundred percent (100%) of the full replacement cost, on an all risk basis, including without limitations, flood, earthquake, fire, lighting, debris removal, windstorm and tornado, hail, aircraft and vehicle damage, riot and civil commotion, vandalism and malicious mischief, explosion and smoke damage coverage.

(d) At all times that Tenant, in accordance with this Lease, is performing any grading or other construction work (the "Tenant's Construction Work") at the Leased Premises, Tenant shall, if required by Landlord, procure, or require its contractor to procure, builder's risk insurance.

(e) Tenant shall maintain in effect worker's compensation insurance in amounts set forth by Law.

(f) Tenant shall maintain automobile insurance for all vehicles used or located on the Leased Premises.

Not more often than once every 5 years, Landlord may evaluate the required coverage amounts of the insurance required to be carried by Tenant, and Landlord may reasonably increase such insurance amounts to be consistent with other commercial facilities and the potential liabilities as reasonably determined by Landlord.

4.2 Form of Insurance. The insurance required pursuant to Subsection 4.1 shall be issued by companies qualified to do business in the State of Missouri and in form and substance reasonably satisfactory to Landlord and any mortgagee of Landlord. All policies shall name Landlord as a named insured or loss payee with a standard loss payee clauses satisfactory to Landlord and Landlord's mortgagee. The Landlord shall also be named on any umbrella liability policies of Tenant. The insurance required by Tenant shall not be subject to cancellation or nonrenewal by either the insurance carrier or the insured except after at least thirty (30) days prior written notice to Landlord and any mortgagee of Landlord to the extent the identity and address of such mortgagee has been provided to the insurer and Tenant in writing. Prior to Commencement Date, certificates of insurance or copies or endorsements of insurance policies satisfactory to Landlord shall be deposited with Landlord.

4.3 Waiver of Subrogation Rights. Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through, or under either party in connection with the Leased Premises and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under the Lease to be so insured, then the party so covered (or so required) hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as required) and waives any right of subrogation, on behalf of itself and its insurer which might otherwise exist in or accrue to any person on account thereof, provided that the party carrying the required insurance shall secure a waiver of the right of subrogation in such insurance coverage.

V. DAMAGE OR DESTRUCTION

If fire or other casualty damages or destroys the Leased Premises, Tenant shall as promptly as practicable provide Landlord with a reasonable written estimate of the time needed to repair the Leased

Premise“ ("Designated Date"). If the Leased Premises shall be so damaged that a major portion of the Leased Premises are rendered untenable, then Landlord shall have the option to terminate this Lease by notice given to Tenant, provided, however, that Tenant shall then clear the Leased Premises to the condition existing at the Commencement Date and leave the Leased Premises in good condition, using insurance proceeds for such restoration, unless Landlord elects to receive all insurance proceeds and accept the Leased Premises in its then condition. If this Lease is not terminated as a result of such damage, Tenant shall proceed with reasonable diligence to repair and restore the Leased Premises at Tenant's cost on or before the Designated Date and shall be entitled to insurance proceeds for such reconstruction. In the event that Tenant fails to complete such repair or rebuilding, for reasons other than a Force Majeure (hereinafter defined), within thirty (30) days after the Designated Date, Landlord shall have the option to terminate this Lease by notice to Tenant within forty-five days thereafter. Tenant shall restore the Leased Premises to substantially the same condition as had existed prior to the casualty, unless otherwise approved by Landlord. Tenant shall also repair or replace any improvements made by Tenant or personal property owned by Tenant. If terminated, all insurance proceeds attributable to the Leased Premises, excluding insurance proceeds attributable to Tenant's personal property, shall be paid over to Landlord, except as described above. If performance of any act required to be performed by Tenant or Landlord under this Lease is in whole or in part prevented or delayed by reason of any act of God, strike, lock-out, labor trouble, national inability to secure materials, restrictive laws, or any other cause, event or circumstance not the fault of Tenant or Landlord and beyond the control of them (any of which is a "Force Majeure" event), then upon giving notice to the other party, such action shall be extended to the extent of and for the duration of such Force Majeure event.

VI. CONDEMNATION

In the event that all or substantially all the Leased Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use or conveyed under threat of condemnation, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of the vesting of title. In the event that only a part of the Leased Premises shall be condemned, taken or conveyed, this Lease may be terminated by Landlord thereby as to such portion. All condemnation proceeds received in connection with any such condemnation, taking or conveyance shall be paid to Landlord, except Tenant shall be entitled to assert a claim against the taking authority for all equipment loss incurred by Tenant.

VII. MAINTENANCE, TENANT IMPROVEMENTS; AND ALTERATIONS

7.1. Maintenance. Tenant shall keep and maintain and replace as needed the entire Leased Premises, specifically including, without limitation each structure and improvement now or hereafter located thereon, in first class, maintenance condition and repair. Tenant is required to keep, maintain, repair and replace as needed the Leased Premises, whether such repairs are structural or non-structural. Tenant shall further keep and maintain the improvements and other areas of the Leased Premises safe, secure, sanitary and in compliance in all respects with all Laws (as defined herein).

Tenant and all holding under Tenant shall use diligence in the care and protection of Leased Premises during the Term of the Lease, to keep all property in first class order and repair and to surrender the Leased Premises at the termination of this Lease in substantially the same and in as good condition as received, reasonable wear and tear excepted. Tenant shall keep the Leased Premises in compliance with all applicable Federal, State and Local laws, ordinances, codes, rules, regulations and order (collectively, "Laws") now in force or hereafter enacted in respect to the use, occupancy, operations, or construction on or of the Leased Premises, including without obligation, Americans With Disability Act. Upon surrender of the Leased Premises, Tenant shall certify that the Leased Premises are in compliance with such Laws, or at its expense, do whatever is necessary to bring the Leased Premises into compliance prior to surrender of the Leased Premises. Without limiting the foregoing, throughout the Lease Term, Tenant shall use the Leased

Premises in compliance with all Environmental Laws (hereinafter defined) applicable to the Leased Premise.

7.2 Tenant's Initial Improvements and Alterations. Tenant shall be permitted to install the alterations, additions and improvements as may be necessary or appropriate in order for Tenant to operate at the Leased Premises (the "Tenant's Initial Improvements") for the Permitted Use, in accordance with this Section. Tenant shall have three (3) years to complete such improvements from the Commencement Date. The plans and specifications for Tenant's Initial Improvements and the detail and design therefor (the "Tenant's Plans"), shall be prepared by Tenant and submitted to Landlord for the prior review and written approval of Landlord, which consent is not to be unreasonably or untimely withheld. In no event shall Landlord have any liability for the compliance of the Tenant's Plans with Laws or for the substance of such Tenant's Plans. Landlord shall have no liability or responsibility for any loss of or any damage to Tenant's Initial Improvements or any other improvements on the Leased Premises, or any equipment, personal property or fixtures of Tenant so installed or placed in the Leased Premises, except only to the extent of Landlord's gross negligence or willful misconduct. Tenant shall install and construct the Tenant's Initial Improvements, at Tenant's sole cost, in full compliance with all Laws, taking into account Tenant's Permitted Use of the Leased Premises. Tenant shall obtain any and all permits and licenses required for the installation, construction and operation of the Tenant's Initial Improvements and all additional alterations, improvements or additions made after Tenant's Initial Improvements (all of which are "Alterations"). Tenant's Initial Improvements shall be performed in a good and workmanlike manner with first class quality materials. Tenant shall not be permitted to commence construction of Tenant's Initial Improvements until such time as Landlord has approved the construction documents of Tenant's Plans (as approved by Landlord, the "Approved Plans").

Tenant's Initial Improvements shall be performed only by licensed contractors and subcontractors approved in writing by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as required of Tenant in this Lease, unless Landlord agrees otherwise. Certificates of such insurance must be received by Landlord before Tenant's Initial Improvements are commenced. Tenant's Initial Improvements shall be performed free of defects, free of liens and shall conform strictly with the Approved Plans. Any alterations to the Approved Plans shall be delivered to Landlord, for Landlord's approval. Tenant shall deliver to Landlord within thirty (30) days after completion of Tenant's Initial Improvements a set of "as built" drawings of the Premises from Tenant or from Tenant's contractor.

Tenant shall provide Landlord with a schedule of the anticipated construction of the Tenant's Initial Improvements, including the anticipated commencement and substantial completion of the same. In the event Tenant fails to complete Tenant's Initial Improvements within three (3) years of Commencement Date subject to delays by Force Majeure beyond the reasonable control of Tenant, Landlord may provide written notice to Tenant that Landlord is terminating this Lease and Tenant shall be required, at Landlord's election and written notice, to remove all above ground (but not subsurface) improvements made on the Leased Premises and return the Leased Premises to the same condition as existed as of the Execution Date (excluding any below surface improvements). Tenant shall further be liable for all costs and damages incurred by Landlord due to Tenant's failure to complete such Tenant's Initial Improvements.

Tenant shall not make any Alterations to the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably or untimely withheld. Any Alterations approved by Landlord shall be made at Tenant's sole cost and expense. In the event Tenant makes any Alterations not in compliance with the provisions of this Section 7.2, Tenant shall, upon written notice from Landlord, immediately remove such Alterations and restore the Leased Premises to the condition immediately prior to the making thereof. If Tenant fails to so remove such Alterations and restore the Leased Premises within 30 days, Landlord may, at its option, and in addition to all other rights or remedies of Landlord under this Lease, at law or in equity,

enter the Leased Premises and perform the obligations of Tenant and Tenant shall reimburse Landlord for the costs to Landlord thereof, immediately upon demand. Such entry by Landlord shall not be deemed an eviction or disturbance of Tenant's use or possession of the Leased Premises nor render Landlord liable in any manner to Tenant. All approved Alterations which Tenant makes to the Leased Premises after completion of the Tenant's Initial Improvements shall likewise comply with the requirements in this Section.

7.3 Signs. Tenant shall have the right to install signs, of a size and material acceptable to Landlord, only with the prior written and reasonable consent of Landlord. Upon termination of this Lease, Tenant shall remove all such signs and restore any damage to the Leased Premises.

VIII. ASSIGNMENT AND SUBLETTING

Tenant will not assign, mortgage, pledge or in any manner transfer any of the interest in this Lease or sublet or allow anyone but Tenant to use or occupy all or any portion of the Leased Premises, without Landlord's prior written consent in each instance, in Landlord's sole discretion. No such approved assignment, mortgage, pledge, transfer or subletting shall operate to release Tenant of its responsibilities hereunder.

IX. LIENS AND ENCUMBRANCES

9.1 Encumbering Title. Tenant shall not do any act which shall in any way encumber Landlord's interest in and to the Leased Premises, nor shall the interest or estate of Landlord in the Leased Premises in any way become subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any action by Tenant. Any claim to, or lien upon the Leased Premises arising from any act or omission of Tenant shall be immediately removed by Tenant, at Tenant's cost.

9.2 Liens and Right to Contest. Tenant shall not permit the Leased Premises to become subject to any mechanics', laborers or materialmen's lien on account of labor or material furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Leased Premises by, or at the direction of, Tenant. In the event of any lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper cost and charges, and shall have the lien released and any judgment satisfied.

X. UTILITIES

Tenant shall, after obtaining Landlord's prior consent to the Approved Plans, install, as needed, and purchase all utility services, including without limitation, gas, water, sewerage and electricity, from the utility or municipality providing such service, and shall pay for such installation and services when such payments are due directly to the utility provider, as Additional Rent. Tenant shall have the right, at its sole cost and expense to install, improve and increase the utilities serving the Leased Premises as Tenant deems reasonably necessary for its use of the Leased Premises, but all such installations and connections are subject to the prior written consent of Landlord.

XI. RELEASE, INDEMNITY AND WAIVER

11.1 Tenant's Indemnity. To the extent allowed or provided by law, Tenant will defend, protect, indemnify and save harmless Landlord, and its affiliates, agents, employees, and members, from and against, all liabilities, obligations, claims, damages, penalties, causes of action, costs, liens and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Claims") imposed upon or incurred by or asserted against Landlord or an indemnitee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or any

use or occupancy of the Leased Premises, (b) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; (c) the performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof performed by or on behalf of Tenant during the Lease Term; or (d) any violation of any Law; or (e) Hazardous Materials (as defined below) not present at the time of Lease execution located over, beneath, in or upon the Leased Premises during the Term of this Lease, including, without limitation, claims of third parties (including governmental entities), provided however that Tenant shall have no obligation to indemnify Landlord for any of the foregoing to the extent such claim is caused or arises from Landlord's negligence or willful misconduct. Further, Tenant hereby waives and releases Landlord in full from any and all Claims imposed upon or incurred by or asserted against Landlord by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Leased Premises or any part thereof or any use or occupancy of the Leased Premises, (b) any violation of any Law; or (c) Hazardous Materials not present at the time of Lease execution located over, beneath, in or upon the Leased Premises during the Term of this Lease, including, without limitation, claims of third parties (including governmental entities). For purposes of this Lease, the term "Hazardous Materials" shall mean and include any hazardous, toxic or dangerous waste, substance or material including, but not limited to, petroleum and petroleum products, defined as such in or for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601, et. seq.), Hazardous Materials Transportation Act (49 USC Section 1802, et. seq.); Resources Conservation and Recovery Act (42 USC Section 6901, et. seq.); or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material as now or at any time hereafter in effect (collectively, the "Environmental Laws").

Tenant agrees, at its sole expense, to strictly comply with all Environmental Laws affecting Tenant's use of the Leased Premises and shall provide Landlord with all notices received from any governmental authority concerning the same.

11.2 Defense. In case any action, suit or proceeding is brought against Landlord by reason of any occurrence provided for in this Article XI, Tenant will with counsel of its choice, at Tenant's expense, resist and defend such action, suit or proceeding or cause the same to be resisted and defended.

11.3 Waiver of Claims. Tenant, on behalf of itself and each of the Cities, waives all claims it may have against Landlord for damage or injury to persons or property resulting from any part of the Leased Premises or any of its improvements or appurtenance, or resulting from any occurrence at or about the Leased Premises or resulting directly or indirectly from any act of neglect of any person, other than Landlord, to the extent permitted by Law. This Section 11.3 shall include, but not by way of limitation, damage caused by water, frost, excessive heat, sewage, gas, odors, or noise, or caused by any other occurrence, and shall apply equally whether any such damage results from the act or neglect of Tenant or any other person, other than Landlord, to the extent permitted by Law. All improvements and personal property belonging to Tenant or any occupant or invitee of the Leased Premises that is in or on any part of the Leased Premises shall be at the sole risk of Tenant or of such other person only, and Landlord shall not be liable for any damage, destruction, theft or vandalism thereto or for the misappropriation thereof.

11.4 Survival. The indemnifications and provisions contained herein shall survive termination of this Lease.

XII. RIGHTS RESERVED TO LANDLORD

Without limiting any other rights reserved or available to Landlord under this Lease, at law or in equity, Landlord reserves the following rights to be exercised at Landlord's election:

(a) Upon prior notice to Tenant, except in case of emergency, to enter and/or inspect the Leased Premises and to make repairs to the Leased Premises; and

(b) Upon prior notice to Tenant, to show the Leased Premises to prospective mortgagees, tenants, and purchasers whenever the need reasonably may arise.

Landlord may enter upon the Leased Premises for any and all of such purposes and may exercise any and all of the foregoing rights hereby reserved so long as such exercise does not result in any unreasonable interference to the conduct of Tenant's use or possession of the Leased Premises without being liable in any manner to Tenant.

XIII. QUIET ENJOYMENT

So long as Tenant is not in default under the covenants and agreements of this Lease, Tenant's quiet and peaceable enjoyment of the Leased Premises shall not be disturbed or interfered with by Landlord.

XIV. SUBORDINATION

14.1 Subordination. This Lease and Tenant's rights are and shall be subject to any present or future mortgage(s) or deed(s) of trust executed by Landlord against the Leased Premises and to any replacements, amendments, modifications or renewals thereof. Tenant shall execute and deliver within fifteen (15) days of the request of Landlord or its mortgagee such reasonable acknowledgments or documents as may be requested from time to time including, without limitation, subordination and attornment instruments and estoppel certificates. Landlord shall use commercially reasonable efforts to obtain from the holder of any present or future mortgage or deed of trust (i) the right for Tenant to cure a default by Landlord under such instrument or (ii) a subordination and non-disturbance agreement in form approved by such holder which allows the Lease to continue in the event of a foreclosure under such instrument provided Tenant fulfills its obligations under this Lease.

14.2 Assignment by Landlord. Landlord may, at any time, assign or transfer this Lease which Landlord elects, in its sole discretion, to execute and Landlord may sell the Leased Premises or any portion thereof. The term "Landlord" as used in this Lease means only the owner at the time of the fee estate of the Leased Premises, so that in the event of any sale of the Leased Premises, the seller, transferor or assignor shall be entirely relieved of all further obligations of Landlord herein. Any transferee, without further agreement, shall be bound by the obligations of Landlord herein from and after the date of such sale or assignment.

If, in connection with the financing of the Leased Premises or any part or component thereof, any lender shall request reasonable modifications of this Lease that do not increase the obligations or adversely affect the rights of Tenant under this Lease, Tenant covenants to make such modifications.

XV. SURRENDER

15.1 Surrender. Upon termination of this Lease, Tenant will at once surrender and deliver up the Leased Premises to Landlord in good condition and repair. All Alterations (which for purposes of this Section includes Tenant's Initial Improvements), temporary or permanent, including, without limitation, wiring made or installed in or upon the Leased Premises by Tenant shall either, at Landlord's discretion and unless otherwise mutually agreed upon in writing (i) be removed by Tenant upon expiration or termination of this Lease, in which event Tenant shall restore the Leased Premises to the same condition as they existed prior to the making of such Alterations, repairing any damage occasioned by such removal, or (ii) as to any above-ground Alterations or other improvements identified by Landlord (excluding subsurface Alterations or

improvements, remain on the Leased Premises. If Landlord requires removal of any or all of the Alterations and Tenant does not make such removal in accordance with this Subsection 15.1, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or, at its election, deliver the same to any other place of occupancy of Tenant or warehouse the same. Tenant shall pay the reasonable costs of such removal and repair to Landlord on demand.

15.2 Removal of Tenant's Property. Upon termination of this Lease, Tenant shall remove Tenant's articles of personal property, equipment, inventory and trade fixtures (the "Equipment and Trade Fixtures"); provided, however, that Tenant shall repair any injury or damage to the Leased Premises which may result from such removal, and shall restore the Leased Premises to the same condition as prior to the installation thereof. If Tenant does not remove Tenant's Equipment and Trade fixtures from the Leased Premises, as aforesaid, Landlord may remove the same (and repair any damage occasioned thereby), and dispose thereof or deliver the same to any other place of occupancy of Tenant or warehouse the same, and Tenant shall pay the reasonable cost of such removal, repair, delivery and warehousing to Landlord on demand.

15.3 Holding Over. Tenant shall have no right to occupy the Leased Premises or any portion thereof after the termination of this Lease or termination of Tenant's right to possession.

XVI. REMEDIES

16.1 Defaults. Any one or more of the following events shall be considered "events of default" as used herein:

- (a) Tenant shall fail to make any payment of Rent or any other payment required to be made by Tenant under this Lease within ten (10) days after the date such Rent or payment is due; or
- (b) Tenant shall fail to have any lien released and satisfy any judgment rendered thereon, or
- (c) Tenant shall default in keeping, observing or performing any of the other obligations, covenants or agreements required to be kept, observed or performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant.

Upon the occurrence of any one or more of such events of default, Landlord may, at its election, and subject to compliance with all applicable Laws, terminate this Lease or terminate Tenant's right to possession only, without terminating the Lease. Upon termination of the Lease, or upon any termination of Tenant's right to possession without termination of the Lease, Tenant shall surrender possession and hereby grants to Landlord the full and free right, without demand or notice of any kind to Tenant (except as herein above expressly provided for), to enter into and upon the Leased Premises, as allowed by law, and to repossess the Leased Premises and to expel or remove Tenant and any others who may be occupying the Leased Premises, without being deemed in any manner guilty of trespass, eviction, or forcible entry or detainer, without incurring any liability for any damage resulting therefrom and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law. Upon termination of this Lease, Landlord shall be entitled to recover as damages all Rent and other sums due and payable by Tenant on the date of termination, plus (1) an amount equal to the present value of the Rent and other sums provided herein to be paid by Tenant for the residue of the stated Term less amounts collected by Landlord from reletting (taking into account the reasonable expenses necessary to obtain a replacement tenant or tenants, including reasonable expenses hereinafter described relating to recovery of the Leased Premises, preparation for reletting and for reletting itself), and (2) the cost of performing any other covenants to be performed by the Tenant. If Landlord elects to terminate Tenant's right to possession only without terminating the Lease, Landlord may, at Landlord's option, enter into the Leased Premises, remove Tenant's signs, if any, and other

evidence of tenancy, and take and hold possession without such entry or possession terminating this Lease or releasing Tenant, in whole or in part, from Tenant's obligations to pay the Rent hereunder for the full term or from any other of its obligations under this Lease. Landlord may, but shall be under no obligation to do so, relet all or any part of the Leased Premises for such rent upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord may make any repairs, changes, alterations or additions in or to the Leased Premises that may be necessary or convenient which shall be paid by Tenant as damages. If Landlord does not relet the Leased Premises, Tenant shall pay to Landlord on demand the amount of Rent and other sums provided herein to be paid by Tenant for the remainder of the Lease Term as the same shall become due and payable. If the Leased Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the reasonable expenses of such reletting and the collection of the rent accruing therefrom (including but not by way of limitation, reasonable attorney's fees and brokers' commissions), to satisfy the Rent and other charges herein provided to be paid for the remainder of the Lease Term, Tenant shall pay to Landlord on demand in writing any deficiency as the same shall become due and payable. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Subsection 16.1.

If such a suit is filed, the non-prevailing party shall pay all reasonable costs and expenses, including attorneys' fees and costs, incurred by the prevailing party. No event of default by Tenant relieves Tenant of its obligations under this Lease, including its obligation to pay Rent for the balance of the Lease Term to the fullest extent allowed at Law or equity.

16.2 Remedies Cumulative. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or hereafter existing at Law or in equity or by statute and every power and remedy given by this Lease to Landlord may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

16.3 No Waiver. No delay or omission of either party to exercise any right or power arising from any default shall impair any such right or power or be construed to be a waiver of any such default or any acquiescence therein. No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. The acceptance by Landlord of any payment of Rent or other sums due hereunder after the termination by Landlord of this Lease or of Tenant's right to possession hereunder shall not, in absence of agreement in writing to the contrary by Landlord, be deemed to restore this Lease or Tenant's rights hereunder, as the case may be, but shall be construed as a payment on account and not in satisfaction of damages due from Tenant to Landlord.

16.4 Limitation of Landlord's Liability. In addition to any limitations set forth elsewhere in this Agreement, Landlord's liability under this Lease shall be limited to the following and Tenant waives all other remedies or damages against Landlord: (i) in the event of any damage or loss to the property of Tenant due to the gross negligence or intentional acts by Landlord and/or its employees, in no event shall Landlord's liability under this Lease exceed the value of the personal property of Tenant so damaged or lost as of the date of damage or loss; (ii) in no event shall Landlord be liable for any special, indirect, exemplary, consequential or punitive damages, including, but not limited to, lost profits; and (iii) any such loss claimed by Tenant under this Section shall be net of any insurance proceeds payable to Tenant in respect of such damage or loss or which would have been payable had Tenant obtained the insurance required in this Lease. In no event shall any member, officer, manager, employee or agent of Landlord be personally liable for any obligation or liability of Landlord under this Lease.

XVII. MISCELLANEOUS

17.1 Right to Cure. Following any notice or default to Tenant and opportunity for cure provided by Article XVI, Landlord may, but shall not be obligated to, cure any default by Tenant (specifically including, but not by way of limitation, Tenant's failure to obtain insurance, make repairs, or satisfy lien claims), and whenever Landlord so elects, all costs and expenses paid by it in curing such default, including, without limitation, reasonable attorneys' fees and costs, shall be so much Additional Rent due on the next rent date after such payment, together with interest at the rate of twelve percent (12%) per annum, or such lesser rate equal to the maximum rate of interest permitted by law, from the date of the advance to the date of repayment.

17.2 Amendments Must Be in Writing. None of the covenants, terms or conditions of the Lease to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed and delivered by both parties.

17.3 Notices. All notices to or demands upon Landlord or Tenant desired or required to be given under any of the provisions hereof shall be in writing. Any notices or demands shall be deemed to have been duly or sufficiently given if delivered personally, by telecopier, email or express courier, or if a copy thereof has been mailed by United States registered or certified mail, postage prepaid, in an envelope properly stamped and addressed. Notices to Landlord shall be given at the following addresses c/o Cozad Commercial Real Estate, Ltd., 16 Sunnen Drive, Suite 164, St. Louis, MO 63143 Attn: G.T. Cozad, III, or at such other address or to such other agent as Landlord may have designated by written notice to Tenant. Notices from Landlord to Tenant shall be given at the following address c/o City of Clayton, 10 N. Bemiston Avenue, Clayton, MO 63105 Attn: City Manager or to any other address of which Landlord has received written notice from Tenant.

All notices shall be deemed received by the addressee on the date of personal delivery or delivery of the telecopy or email or, in the case of mailing, one (1) day after delivery of the same to the United States Postal Service properly addressed and postage prepaid or in the case of carrier, one (1) day after delivery to a nationally recognized overnight carrier service for which such services are prepaid by sender.

17.4 Recording. Tenant shall not record this Lease or a Memorandum of Lease.

17.5 Time of Essence. Time is of the essence of this Lease.

17.6 Relationship to Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Landlord and Tenant.

17.7 Acknowledgment. In acknowledgment of the generosity and community spirit of Landlord in entering into this Lease. Tenant shall install, at its cost, a plaque or other form of recognition of Carr Lane Manufacturing Company, to be of such size and location as mutually agreeable to the parties.

17.7 Captions. The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

17.8 Severability. If any term or provisions of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term

and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

17.9 Law Applicable. This lease shall be construed and enforced in accordance with the laws of the State of Missouri.

17.10 Covenants Binding on Successors. All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the permitted successors and assigns of the respective parties hereto.

17.11 Brokerage. Tenant warrants it has not used any broker or agent utilized in connection with the transactions contemplated hereby.

17.12 Landlord's and Tenant's Expenses. Tenant agrees to pay Landlord's expenses, including, without limitation, reasonable attorneys' fees and costs, incurred either directly or indirectly in enforcing any obligation of Tenant under this Lease or, in curing any default by Tenant hereunder. In the event that Landlord brings suit for the possession of the Leased Premises, for the recovery of any sum due under this Lease, or because of the breach of any provision of this Lease or for any other relief against the other, then all costs and expenses, including reasonable attorneys' fees, incurred by Landlord shall be paid by the Tenant.

17.13 Entire Agreement. This Lease contains the entire agreement of the parties hereto and no representations, warranties, inducements, promises or agreements, oral or otherwise not set forth herein this Lease shall be of any force or effect. The masculine (or neuter) pronoun, singular number shall include the masculine, feminine and neuter gender and the singular and plural number.

17.14 Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

17.15 Authority. Prior to execution Tenant shall provide evidence of authority to execute this Lease and information requested by Landlord about appropriations for Tenant's obligations under the Lease.

17.16 Right of First Offer. If Landlord wishes to offer for sale its interest in the Property or any substantial portion thereof during any Term of this Lease, Landlord will give notice in writing to the Tenant of Landlord's desire to offer for sale Landlord's interest no later than thirty (30) days prior to any anticipated date for publicly offering the same (the "First Offer Notice"). Landlord shall include in the First Offer Notice the purchase price and other material terms under which Landlord would offer the Property for sale. Tenant will have the right, but not the obligation, to purchase Landlord's interest pursuant to the terms in the First Offer Notice. Tenant may exercise this right by delivering written notice to Landlord within the 25-day period after Landlord's delivery of the First Offer Notice (the "Offer Response Period"). If the Tenant exercises this right, the purchase price and other sale terms for the Property or portion thereof identified in the First Offer Notice shall be as set forth in the First Offer Notice. If Tenant notifies Landlord that Tenant declines the first offer to purchase the Property as set forth in the First Offer Notice, or if fails to respond to the First Offer Notice, in either case by the last day of the Offer Response Period, the right of first offer is rejected or deemed rejected by Tenant. Upon rejection, Landlord is free to offer the Property or any portion thereof to any other potential purchaser, on such terms and provisions as desired by Landlord. Although Tenant's failure to respond to the First Offer Notice within the Offer Response Period is a deemed rejection, Tenant shall, on request from Landlord, execute a waiver of such First Offer Notice, in form reasonably acceptable to a title company and sufficient to issue an owner's policy of title insurance free of the right of first offer. Tenant's failure to execute such waiver after request by Landlord shall constitute a default under this Lease.

SIGNATURES ON NEXT PAGE

FINAL DRAFT FOR ADOPTION

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD: 4216 CARR LANE CT., LLC

By: Nance Frost
Its: owner

COMMISSION

TENANT: CENTRAL CORE FIRE TRAINING CENTER

By: [Signature]
Its: President

EXHIBIT A

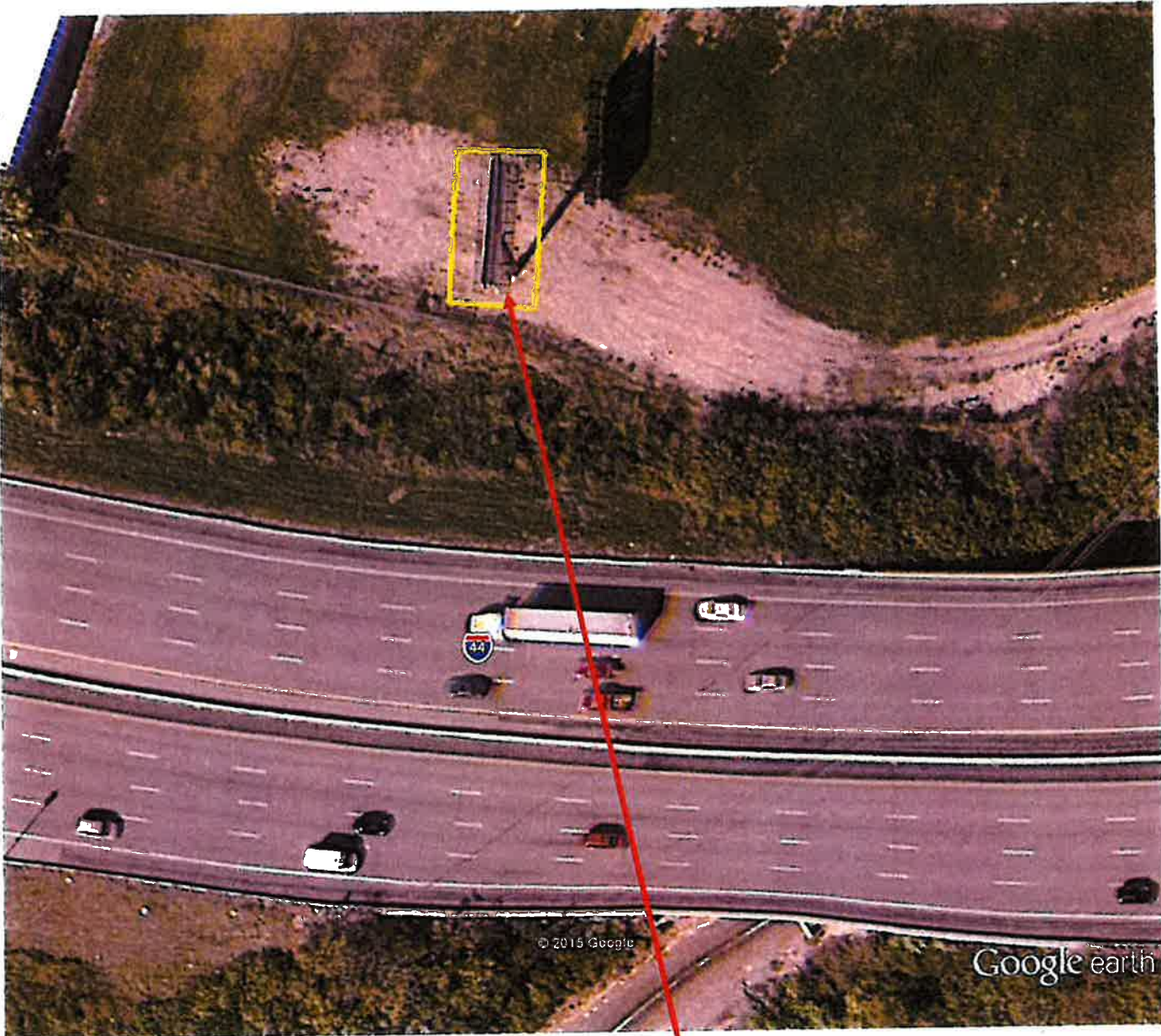
Legal Description of Leased Premises

A tract of land being part of Lot A of "Laclede Gas Subdivision in Shrewsbury", a subdivision recorded in Plat Book 357, Page 140 of the St. Louis County Recorder's Office, in United States Survey 2035, Township 45 North, Range 6 East of the Fifth Principal Meridian, in St. Louis County, Missouri; said tract being more particularly described as follows:

BEGINNING at a found rebar, stamped "Pitzman's LS10D", at the northwestern corner of said Lot A, said corner being on the southeastern line of the Burlington Northern - Santa Fe Railroad Right of Way, 100 feet wide; Thence North 65 degrees 08 minutes 32 seconds East, 69.89 feet along the common line between said Lot A and said Burlington Northern - Santa Fe Railroad Right of Way to a set rebar; Thence leaving said common line South 24 degrees 13 minutes 29 seconds East, 326.98 feet to a set rebar; Thence North 65 degrees 38 minutes 20 seconds East, 276.31 feet to the southernmost corner of Lot B of said "Laclede Gas Subdivision in Shrewsbury" subdivision, said corner being on a common line between said Lot A and the western line of the Burlington Northern - Santa Fe Railroad Right of Way, 200 feet wide, from said corner a found rebar stamped "Pitzman's LS10D" bears North 09 degrees 40 minutes 01 seconds West, 0.30 feet; Thence southwardly 173.69 feet along said common line between said Lot A and the western line of the said Burlington Northern - Santa Fe Railroad Right of Way along a curve to the left, having a radius of 1,532.69 feet, the chord of which bears South 16 degrees 30 minutes 45 seconds West, 173.60 feet to its intersection with the northern line of Interstate 44, from said intersection a found rebar stamped "Pitzman's LS10D" bears North 15 degrees 17 minutes 13 seconds East, 0.20 feet; Thence leaving the common line between said Lot A and the western line of said Burlington Northern - Santa Fe Railroad Right of Way South 65 degrees 44 minutes 47 seconds West, 175.06 feet along the common line between said Lot A and said northern line of Interstate 44 to a point from which a found rebar stamped "Pitzman's LS10D" bears North 66 degrees 34 minutes 18 seconds East, 0.12 feet; Thence South 59 degrees 44 minutes 47 seconds West, 191.30 feet along the common line between said Lot A and said northern line of Interstate 44 to the southernmost corner of said Lot A, from which a found rebar stamped "Pitzman's LS10D" bears North 41 degrees 57 minutes 15 seconds East, 0.53 feet; Thence leaving the northern line of said Interstate 44 North 24 degrees 42 minutes 45 seconds West, 370.00 feet along the southwestern line of said Lot A to a set rebar and from which a found iron pipe bears South 24 degrees 15 minutes 56 seconds East, 1.47 feet; Thence North 27 degrees 24 minutes 58 seconds East, 172.87 feet along the western line of said Lot A to the point of Beginning, and containing 2.677 acres, according to a survey executed by Engineering Design Source, Inc. in March, 2016.

EXHIBIT B

Approximately 35' x 60' Leased Premises **BILLBOARD**



OUTFRONT Media LLC
Monopole Illuminated Sign Structure



Application

164133 - SFY 2024 ARPA SLFRF First Responders Capital Improvements & Interoperable Communications Equipment Grant (CIIEG) - Final Application

166153 - Central Core Fire Training Center
 American Rescue Plan ACT

Status:	Submitted	Submitted Date:	01/04/2024 11:11 AM	Submitted By:	Jason Hildebrandt
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Applicant Information

Primary Contact:

Name:*	Mr.	Jason	Hildebrandt
	<small>Title</small>	<small>First Name</small>	<small>Last Name</small>
Job Title:*	Battalion Fire Chief-Training		
Email:*	jhildebrandt@claytonmo.gov		
Mailing Address:*	10 North Bemiston Avenue		
Street Address 1:			
Street Address 2:			
*	Clayton	Missouri	63105
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>
Phone:*	314-290-8485		Ext.
Fax:	314-721-9567		

Organization Information

Applicant Agency:*	Clayton, City of
Organization Type:*	Government
Federal Tax ID#:*	436000774
DUNS #:	018801191
Unique Entity ID:*	CCT7ZVLNB7J9
SAM/CCR CAGE Code:	
	<small>Valid Until Date</small>
Organization Website:	claytonmo.gov
Mailing Address:*	10 North Bemiston Avenue
Street Address 1:	

Street Address 2:

City*	Clayton City	Missouri State/Province	63105 Postal Code/Zip	3304 + 4
County:*	St. Louis			
Congressional District:*	02			
Phone:*	314-290-8485			Ext.
Fax:	314-721-9567			

Contact Information**Authorized Official**

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts
- If the applicant agency is an Regional Planning Commission or Council of Government, the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official
- If the applicant agency is a school district, the Superintendent or School Board President shall be the Authorized Official

****If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding****

****This is not an all-inclusive list. If your agency does not fall into the above categories or you are unsure of who the Authorized Official should be for your agency, please contact the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) at (573) 522-6125****

Authorized Official:*	Mr.	David	Gipson
	Title (Mr.Ms.etc)	First Name	Last Name

Job Title:* City Manager

Agency:* City of Clayton

Mailing Address:* 10 N. Bemiston Ave

Street Address 1:

Street Address 2:

*	Clayton	Missouri	63105
	City	State	Zip Code

Email:* dgipson@claytonmo.gov

Phone:*	314-290-8400		
	Office	Ext.	Cell

Fax:

Applicant Project Director

Applicant Project Director:*	Mr.	Jason	Hildebrandt
	Title (Mr.Ms.etc)	First Name	Last Name

Job Title:* Battalion Fire Chief - Training

Agency:* Clayton Fire Department

Mailing Address:* 10 N. Bemiston Ave

Street Address 1:

Street Address 2:

*	Clayton	Missouri	63105
	City	State	Zip Code

Email:* jhildebrandt@bcm-training.org

Phone:*	314-285-1598		
	Office	Ext.	Cell

Fax

Fiscal Officer

Fiscal Officer:*	Mrs.	Karen	Dilber
	Title (Mr.Ms.etc)	First Name	Last Name

Job Title:* Director of Finance

Agency:* City of Clayton

Mailing Address:* 10 N. Bemiston Ave

Street Address 1:

Street Address 2:

*	Clayton	Missouri	63105
	City	State	Zip Code

Email:* kdilber@claytonmo.gov

Phone:*	314-290-8445		
	Office	Ext.	Cell

Fax

Project Contact Person

Project Contact Person:	Mr.	Jason	Hildebrandt
	Title (Mr.Ms.etc)	First Name	Last Name

Job Title: Battalion Fire Chief - Training

Agency: Clayton Fire Department

Mailing Address: 10 N. Bemiston Ave

Street Address 1:

Street Address 2:

	Clayton	Missouri	63105
	City	State	Zip Code

Email: jhildebrandt@bcm-training.org

Phone: 314-285-1598

Office

Ext.

Cell

Fax:

Project Package

A. Agency Information

A1. Is your agency a Missouri local fire protection agency? *

Yes

A1.a Please provide the Fire Department Identification Number (FDID).

09525

A1.b Please provide the number and type of fire response personnel in your agency.

Total personnel between six agencies:
 Fire Chief-6
 Assistant Chief-4
 Battalion Chief-13
 Captain-25
 Lieutenant-6
 Driver/Engineer-9
 Firefighter/Paramedic-100
 Firefighter/EMT-3

A1.c Please provide the number and type of fire response vehicles utilized by the agency.

Total fire apparatus between six agencies:
 Staff/Command Vehicles-14
 Rescue Engine/Pumper-5
 Heavy Rescue/Pumper-1
 Aerial Ladder/Platform-2
 Heavy Rescue-1
 Ambulances with firefighting PPE, SCBA and tools-5

A2. Is your agency a Missouri local emergency medical response agency as defined in the ARPA CIIEG NOFO? *

Yes

A2.a Does your agency have an ambulance service?

Yes

A2.a(1) To be eligible for ARPA SLFRF CIIEG, ambulance services must be licensed by the Missouri Department of Health and Senior Services, as required by section 190.105 RSMo. Is your agency's

Yes

ambulance service licensed by the Missouri Department of Health and Senior Services?

A2.a(2) By checking this box, the applicant agency understands they are required to upload a copy of the ambulance license certificate in the Named Attachments Component of the application. Yes

A2.b Is your agency an Emergency Medical Response Agency (EMRA) as defined by section 190.133 RSMo? No

A2.c Does your agency respond to emergency medical incidents as part of normal activities in your community but is not a state licensed ambulance service or state licensed EMRA? No

A2.d Please provide the number and type of emergency medical services personnel in your agency. Total EMS personnel between six agencies:
Paramedics-155
Emergency Medical Technicians-7

A2.e Please provide the number and type of emergency medical services vehicles utilized by the agency. Total EMS vehicles between six agencies:
Transport ambulances-5
Advanced life support, non-transport fire apparatus-7
Basic life support, non-transport command vehicles-3

A.3 Is your agency a Missouri local law enforcement agency employing peace officers? * No

B. Project Details

B1. Is your agency applying for an interoperable communications No

equipment
project? *

**B.2 Is your agency
applying for a
capital
improvement
project? ***

Yes

**B2.a Please
describe the
agency's primary
location, including
geographic
location.**

The City of Clayton is applying for this grant on behalf of six cities. Collectively, the six cities encompass 15.22 square miles of central St. Louis County. The cities protect the County's govt offices, jail, police HQ, courts, 6 local govt offices, 435-bed hospital & stroke center, 4 school districts, 6 miles of public lightrail system, public transit bus storage garage, 7 Metrolink stations, Interstates I-44 & I-40, 4 universities, 50+ highrise buildings and multiple major retail centers.

**B2.b Does the
agency have
secondary
location(s)?**

No

**B2.c Please
provide a
description of the
requested capital
improvement
project.**

The Central Core Training Division includes the cities of Brentwood, Clayton, Maplewood, Richmond Heights, Shrewsbury and Webster Groves. In October 2023, we secured a 50-year lease for 2.68 acres in Shrewsbury, MO for the future construction of a public safety training facility. The project includes the construction of a multidisciplinary training facility, an outdoor restroom and classroom. The training facility will offer NFPA compliant all-hazard emergency training, certifications and operational readiness exercises to responders across Missouri in multiple emergency disciplines.

**B2.d Does the
requested capital
improvement
project
involve/incorporate
a 24/7 daycare for
first responders
and medical
personnel?**

No

**B3. Will the
requested project
sustain existing
capabilities the
agency has? ***

Yes

**B3.a Please
explain how the
requested items
will sustain
existing
capabilities for the
agency.**

Currently, the training division leases 24 hours of quarterly access at a dedicated training ground approximately 12 miles away from our cities. Our 3-year lease agreement expires 12/31/2024 but does not include any provisions for renewal. This project will guarantee Missouri fire/EMS personnel receive training that is compliant with NFPA 1001, 1002, 1006, 1021, 1041, 1403, 1407, 1410, 1521, 1561, 1670 and 1710 and maintain the lowest possible ISO ratings and insurance premiums for our citizens.

**B4. Will the
requested project
build new
capabilities for the
agency they don't
currently have?***

Yes

**B4.a Please
explain how the
requested items
will build new
capabilities for the
agency.**

Our limited access to training ground doesn't provide extra training opportunities beyond minimum requirements. The project will provide thousands of hours of additional annual training, improve interoperability between first responder disciplines, increase the number of Division of Fire Safety training and certification courses that can be offered to personnel from across Missouri and create new opportunities for automatic aid training between agencies that do not train together.

**B5. Please explain
why your agency
needs the**

Our training group has reached the capacity of our current training system. The facility we lease can't offer any additional access. Agencies in the region are interested in joining our training group, but we cannot accommodate them without a training facility. Additionally, it

requested project.
* is nearly impossible to coordinate training opportunities between law enforcement and fire/EMS personnel without access to a training site for several months. First responders require opportunities to train together to build operational resilience and reduce our dependency on federal and state resources.

B6. Please explain the current challenges your agency has and how the requested project will assist in alleviating them.
* The construction of the training facility is needed due to rapid growth and requests for additional agencies to join our training group. Our cities have not had time to save and prepare to fund the construction project. Several member cities are also facing or operating in a budget deficit. Without assistance, it may be years to fund the construction of the training facility. However, this capital improvement grant award and splitting the matching funds between multiple cities will allow the construction of the training facility to begin immediately.

B7. Please provide the number of citizens in Missouri your first responder agency serves and how the requested project will impact the citizens that are served by your agency. * Daytime population of 151,165. Our training program shows a 30% reduction in time to complete the critical fire ground tasks. The project will increase training by >800%, improve efficiency and victim outcomes and may lower fire insurance premiums.

B8. Please describe how completion of the requested project will impact and improve the first responder activities your agency conducts for the citizens of Missouri. * A training facility will allow us to expand our critical performance standards and data collection from quarterly drills to monthly drills. Monthly drills and data collection will improve skill retention, improve efficiency completing critical tasks and shorten data collection timeframes to develop new performance standards. Our performance standards are based upon national best practices, current science and local capabilities to increase public safety and create the best possible outcomes for Missouri citizens. Awarding this project will also offer additional state certification courses for personnel state-wide and training between law enforcement and fire/EMS. Collectively, the project will improve citizen safety across the state while building regional resilience.

B9. Will the requested project provide a regional and/or statewide impact? * Yes

B9.a Please select from the dropdown list if the requested project will provide a regional or statewide impact. Please Note: If statewide is selected, it is assumed the project will also provide a regional impact. Statewide

B9.b Please describe how the requested project will provide regional and/or statewide impact. Awarding this project will allow us to offer NFPA complaint, high-hazard state training certification courses to all Missouri first responders. In addition, specialized training will be offered in hazmat, tactical paramedic, law enforcement, technical rescue disciplines and live fire training. These specialized courses draw students from across the state to learn and take the information back home to improve the safety of their local Missouri citizens. Furthermore, the training site will be developed to accommodate statewide and regional operational readiness exercises for large-scale disaster training.

B10. What would occur if your agency did not receive funding for The member cities will attempt to budget funds to start the pre-construction portion of the project. However, the project will be delayed until the cities can save the capital to begin the construction process. If delayed too long the property owner does have the right to terminate the lease.

the requested project*

B11. Please provide an estimated timeframe for how long it will take to complete this project. *

Project timeline is 24 months. Nine months for pre-construction work: project development, engineering surveys and requests for proposal; 15 months for site preparation, utility installation, project construction, final testing and acceptance.

B12. Will the agency be able to obligate costs for the project by December 31, 2024 and complete project activities by June 30, 2026? *

Yes

B13. By checking this box, the applicant agency attests they do not have funds that are budgeted for the requested project as supplanting is not allowed for the ARPA SLFRF CIIEG. *

Yes

B14. By checking this box, the applicant agency certifies understanding that project activities must be completed within the period of performance (February 1, 2024 – June 30, 2026) and work on the project CANNOT begin until a grant award (Subaward Agreement) has been received and fully executed. If project activities are started prior to the completion of the above listed activities, costs will be deemed ineligible. *

Yes

B15. How does your agency plan to financially sustain the requested project in the future without grant funding? *

The training group already has an annual operating budget to cover the costs associated with operating & maintaining the facility. Additional cost savings will be available when lease payments aren't required for the current training facility lease.

C. Cost Share/Match Requirement

C1. Will your agency be utilizing cash (hard) match to meet the 50% match requirement? * Yes

C1.a Please describe the source of the cash. Due to the involvement of multiple cities, different governing models and budgetary processes, the source of funding may be different for each city. Options include: Capital Improvement fund, Operating Reserves, a combination of sources or loans.

C2. Will your agency be utilizing in-kind (soft) match to meet the 50% match requirement? * No

D. Audit

D1. Has the Applicant Agency exceeded the federal expenditure threshold of \$750,000 in federal funds during the agency's last fiscal year? * Yes
If the applicant agency exceeded the federal expenditure threshold in their last fiscal year, they must have their Single Audit or Program Specific Audit completed and submitted to the DPS within nine (9) months after the end of the audited fiscal year.

D2. Date last audit completed: * 09/19/2023

D3. By checking this box the applicant agency understands they are required to upload a copy of the agency's most recent completed audit (or annual financial statement) in the Named Attachments section of this application. * Yes

E. Risk Assessment:

E1. Does the applicant agency have new personnel that will be working on this award? * No
New personnel is defined as working with this award type less than 12 months.

E2. Does the applicant agency have a new fiscal or time accounting system that will be used on this award? * No
New fiscal or time accounting system is defined as a system being utilized less than 12 months within the applicant agency.

E3. Does the applicant agency receive any direct Federal awards? * No
Direct grants are grants that you apply directly to the federal government for and there is no intermediary agency such as DPS/OHS.

F. Certified Assurances

To the best of my knowledge and belief, all data in this application is true and correct, the document has been duly authorized by the governing body of the applicant, and the applicant attests to and/or will comply with the following Certified Assurances if the assistance is awarded:

ARPA SLFRF CIIEG Certified Assurances

F1. By checking this box, I have read and agree to the terms and conditions of this grant.* Yes

In order to be considered eligible for funding, the correct Authorized Official must be designated and have knowledge of the certified assurances associated with this funding opportunity.

If the incorrect Authorized Official is listed in #F2 of the application, the application will be deemed ineligible for funding.

The Authorized Official is the individual who has the authority to legally bind the applicant into a contract and is generally the applicant's elected or appointed chief executive. For example:

- If the applicant agency is a city, the Mayor or City Administrator shall be the Authorized Official
- If the applicant agency is a county, the Presiding County Commissioner or County Executive shall be the Authorized Official
- If the applicant agency is a State Department, the Director shall be the Authorized Official
- If the applicant agency is a college/university, the President shall be the Authorized Official
- If the applicant agency is a nonprofit, the Board Chair/President shall be the Authorized Official, this includes Fire Protection Districts.
- If the applicant agency is a Regional Planning Commission (RPC) or Council of Government (COG), the Executive Director shall be the Authorized Official
- If the applicant agency is a special district, such as Fire Protection District or Ambulance District, the Board Chair/President shall be the Authorized Official
- If the applicant agency is a school district, the Superintendent or School Board President shall be the Authorized Official

If a designee is being utilized to authorize the application, the Missouri Department of Public Safety (DPS) reserves the right to request documentation that indicates the designee has the authority to legally bind the applicant into a contract in lieu of the Authorized Official at the time of application submission.

****If the Authorized Official has a different title, than those listed above, official documentation naming that position as the Authorized Official for your agency must be included in the application attachments or your application will not be considered for funding****

****The above list is not an all-inclusive list. If your agency does not fall into the above listed categories, or if you are unsure of who the Authorized Official is for your agency, please contact the Missouri Department of Public Safety (DPS)/Office of Homeland Security (OHS) at (573) 522-6125.****

F2. Authorized Official Name and Title: * David Gipson, City Manager/Administrator

F3. Name and Title of person completing this application: * Jason Hildebrandt, Battalion Chief - Training

F4. By checking this box, I certify I have read and understand that the correct Authorized Official MUST be designated on this form in order to be eligible for funding.* Yes

F5. Date* 12/21/2023

Radio Interoperability

Refer to the Radio Interoperability Guidelines for reference to a list of radios certified as meeting the P25 standard by the Missouri Department of Public Safety, and certified to operate on the MOSWIN by the manufacturer.

1. Are you applying for interoperable communications equipment? No

Personnel

Name:	Position Title:	Position Status:	Employment Status:	Total Cost:	Local Match Amount:	Type of Match:	Federal Amount:
				\$0.00			\$0.00

Narrative Justification - Personnel

5000 Character Limit

Personnel Benefits

Name:	Position Title:	Benefits % of Salary:	Total Cost:	Local Match Amount:	Type of Match:	Federal Amount:
			\$0.00	\$0.00		\$0.00

Narrative Justification - Benefits

5000 Character Limit

Travel

Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Local Match Amount:	Type of Match:	Federal Amount:
				\$0.00		\$0.00

Narrative Justification - Travel

5000 Character Limit

Equipment

Item Name:	Quantity:	Unit Cost:	Total Cost:	Local Match Amount:	Type of Match:	Federal Amount:
	0	\$0.00	\$0.00	\$0.00	Cash	\$0.00
Lion Attack digital fire training nozzle base package	1.0	\$4,133.93	\$4,133.93	\$2,066.97	Cash	\$2,066.96
Lion Attack digital fire training panel base package	1.0	\$13,367.89	\$13,367.89	\$6,683.95	Cash	\$6,683.94
Lion LPG live fire training props - controller and stove prop	1.0	\$53,069.98	\$53,069.98	\$26,534.99	Cash	\$26,534.99
			\$70,571.80	\$35,285.91		\$35,285.89

Narrative Justification - Equipment

Lion Attack digital fire training nozzle base package - The digital laser nozzle is required to use the Lion Attack system without flowing water. This system will provide firefighters realistic training that complies with NFPA 1001, 1402, 1403, 1407, 1521 and 1561. Flowing water isn't always an option due to weather conditions, buildings that are open/occupied or can't risk being damaged. The Lion Attack system will allow the Central Core Training Division to train in occupied highrise buildings, institutional (hospital, jails and nursing homes) buildings and high-hazard industrial businesses that would never occur without this technology. The equipment will be used by 6-10 central St. Louis County Fire Departments that provide automatic aid to each other and will be housed at the Central Core Fire Training Center. Cost basis is for one unit from Sentinel Emergency Solutions. 50% match will be in cash, from an account that all participating municipalities pay into for the construction of the training facility.

Lion Attack digital fire training panel base package - The digital fire training panel base package is required to utilize the Lion Attack system. The system will provide firefighters additional training opportunities at the new fire training center and create unlimited training opportunities in occupied buildings that would previously be unobtainable. The equipment will be used by 6-10 central St. Louis County Fire Departments that provide automatic aid to each other and will be housed at the Central Core Fire Training Center. Cost basis is for one unit from Sentinel Emergency Solutions. 50% match will be in cash, from an account that all participating municipalities pay into for the construction of the training facility.

Lion LPG live fire training props (Controller and Stove Prop) - The NFPA 1402 compliant Lion LPG training system is necessary to provide NFPA 1001, 1002 1403, 1407, 1521 and 1561 compliant training evolutions that will maximize repetitions, muscle memory and learning while simultaneously minimizing logistical resources and instructor costs. This system is portable allowing it to be used throughout the region. It also will be used inside the training tower to offer both Class A and Class B fires at the training facility. The system can be expanded to offer firefighter training for hazmat, vehicles and compressed/flammable gases. Cost basis is for one unit from Sentinel Emergency Solutions. 50% match will be in cash, from an account that all participating municipalities pay into for the construction of the training facility.

5000 Character Limit

Supplies/Operations

Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Cost:	Local Match Amount:	Type of Match:	Federal Amount:
				\$0.00	\$0.00		\$0.00

Narrative Justification - Supplies/Operations

5000 Character Limit

Contractual

Item Name:	Type of Contract:	Total Cost:	Local Match Amount:	Type of Match:	Federal Amount:
Construction - Site Preparation, Gravel, Footings, Flatwork	Services	\$357,900.00	\$178,950.00	Cash	\$178,950.00
Construction - Support Space: Restroom & Outdoor Classroom	Services	\$322,288.00	\$161,144.00	Cash	\$161,144.00
Construction/Permit Fees	Services	\$15,000.00	\$7,500.00	Cash	\$7,500.00
Professional Services - Design, Survey, Project Management, Material Testing, Etc.	Contracted Personnel	\$280,915.00	\$140,457.50	Cash	\$140,457.50
Project advertising and printing	Services	\$600.00	\$300.00	Cash	\$300.00
Public Safety Training Tower	Item Acquisition	\$830,090.59	\$415,045.30	Cash	\$415,045.29
			\$903,396.80		\$903,396.79

Narrative Justification - Contractual

Construction: Site preparation, gravel, footings, flatwork - The contractor will prepare the property for the construction/assembly of the training tower, the construction of the outside support space (restroom and outdoor classroom), installation/relocation of utilities, pouring and finishing of all concrete footings and flatwork for the construction project, final surface grading and gravel necessary to support fire apparatus. All of these services are a required component of the training facility construction project. Expected dates covered by this contract are January 2025 - June 2026. The cost basis of \$357,900 is an estimate from the owners representative Navigate Building Solutions to fund this portion of the training facility construction project. The 50% match will be in cash from an account that all participating municipalities will pay into to for funding the project.

Construction: Support Space - The contractor will construct two restrooms and a small covered outdoor classroom. This space is necessary as there aren't any other structures on the property for restrooms, pre-training planning or post-training after action reviews. Instructors and students will frequently be involved in 8 hour training sessions and will require the use of restroom facilities. NFPA 1403 requires all live fire training evolutions have a pre-training briefing with all students participating in the drill. The outdoor classroom will have a dry erase board and bench seating to facilitate this training requirement. Expected dates of coverage are January 2025 - June 2026. The cost basis of \$322,288 is a construction estimate from the owners representative Navigate Building Solutions to fund this portion of the training facility construction project. The 50% match will be in cash from an account that all participating municipalities will pay into to for funding the project.

Construction: Permit Fees - The permit fees are required as part of the construction project for plan review, construction/utility inspections and other project permit requirements. Expected dates of coverage are February 2024 - June 2026. The cost basis of \$15,000 is a construction estimate from the owners representative Navigate Building Solutions to fund this portion of the training facility construction project. The 50% match will be in cash from an account that all participating municipalities will pay into to for funding the project.

Professional Services: Professional services for site survey, site design, architectural design, geotechnical, civil engineering, project management, material testing are required for the design, planning, approval and completion of the construction of the fire training facility. Expected dates of coverage are February 2024 - June 2026. The cost basis of \$280,915 is an estimate from the owners representative Navigate Building Solutions to fund this portion of the training facility construction project. The 50% match will be in cash from an account that all participating municipalities will pay into to for funding the project.

Project Advertising/Print - The construction project requires advertising for contractor bids and proposals for various services and work required for the project. There are advertising and printing costs for the request for proposal/bid process. Expected dates of coverage are February 2024 - June 2026. The cost basis of \$600 is an estimate from the owners representative Navigate Building Solutions to fund this portion of the training facility construction project. The 50% match will be in cash from an account that all participating municipalities will pay into to for funding the project.

Public Safety Training Tower - The multi-disciplinary public safety training tower will provide first responder training for personnel from across Missouri as well as monthly training for 6-10 central St. Louis County municipal public safety agencies. The construction of this facility will offer NFPA 1001, 1002, 1006, 1021, 1041, 1402, 1403, 1407, 1410, 1521, 1561, 1670 and 1710 compliant training evolutions. This contract will require the manufacturer to custom design, fabricate, transport and assemble a NFPA 1402 complaint training tower that meets all regional and local building code requirements at the Central Core Training Center property in central St. Louis County. Expected dates of coverage are January 2025 - June 2026. The cost basis of \$830,090.59 is an estimate from a NFPA 1402 compliant training facility manufacturer and contractor. The 50% match will be in cash from an account that all participating municipalities will pay into to for funding the project.

5000 Character Limit

Total Budget

Personnel:	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Personnel Benefits:	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel:	\$0.00	\$0.00	\$0.00
	Federal	Match	Total

Equipment:	\$35,285.89	\$35,285.91	\$70,571.80
	Federal	Match	Total
Supplies:	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Contractual:	\$903,396.79	\$903,396.80	\$1,806,793.59
	Federal	Match	Total
Totals:	\$938,682.68	\$938,682.71	\$1,877,365.39
	Federal	Match	Total

Named Attachments

Attachment	Description	File Name	Type	File Size
Audit/Financial Statement (REQUIRED)*	Audit of Fiscal Year 2022	9.30.2022 City of Clayton, Missouri.pdf	pdf	1.6 MB
Quote or Cost Basis	Total Project estimates compiled by the owner's representative - Navigate Building Solutions	Central Core Fire Training - TPB.xlsx	xlsx	41 KB
Ambulance License Certificate	Clayton, MO Ambulance License	Clayton Ambulance License 2022.pdf	pdf	279 KB
Emergency Medical Response Agency License Certificate				
Other Supporting Documentation	Training Tower quote from Lonestar Tactical Buildings	Central Core Training Division Tower Quote.xlsx	xlsx	18 KB
Other Supporting Documentation	Quotes for a variety of Lion products - Attack system and LPG training props	SENTINEL BCMR COMBINED FILES.pdf	pdf	255 KB

Central Core Fire Training Center – 2/6/24



	9/11/2023	11/14/2023	Notes
A. Construction Contracts			
1. Site Prep, Gravel, Footings, Flatwork	\$ 200,000	\$ 200,000	
2. Training Tower, Props & Equipment	\$ 900,662	\$ 900,662	
3. Support Space - Restrooms & Outdoor Classrooms		\$ 280,250	
4. Contingency (9/11/23 – 14.2%; 11/14/23 – 15.3%)	\$ 157,238	\$ 199,938	
	\$ -		
Sub-Total	\$ 1,257,900	\$ 1,580,850	
B. Permits	\$ 15,000	\$ 15,000	
Sub-Total	\$ 15,000	\$ 15,000	
D. Professional Services - Design, Survey, Project			
1. Site Analysis (Phase I, Phase II, etc.)	\$ -	\$ -	
2. Environmental Consultants	\$ -	\$ -	
3. Survey	\$ 4,000	\$ 4,000	
4. Geotechnical	\$ 10,000	\$ 12,500	
5. Civil Engineering	\$ 30,000	\$ 30,000	
6. Programming	\$ -	\$ -	
7a. Project Manager / Owner Rep - Preconstruction	\$ 40,000	\$ 40,000	
7b. Project Manager/ Owner Rep - Construction	\$ 57,000	\$ 57,000	
8. Architectural Design Fees	\$ 75,474	\$ 126,468	
9. Materials Testing	\$ 10,000	\$ 10,000	
	\$ -	\$ -	
Sub-Total	\$ 226,474	\$ 279,968	
E. Technology			
F. Land Acquisition			
G. Financing			
H. Miscellaneous Costs - Printing & Bid Ad	\$ 500	\$ 500	
Sub-Total of A - H	\$ 1,499,874	\$ 1,876,318	
OWNER'S PROGRAM BUDGET	\$ 1,499,874	\$ 1,876,318	
BUDGET	\$ 1,500,000	\$ 1,877,365	
OVER/(UNDER)	\$ 126	\$ 1,047	

RESOLUTION

R24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING AMBER WITHYCOMBE AS THE CITY REPRESENTATIVE TO THE SUNNEN STATION COMMUNITY IMPROVEMENT DISTRICT AS DIRECTOR REPLACING MICHAEL REESE WITH A TERM EXPIRING SEPTEMBER 26, 2024, ALONG WITH AN ADDITIONAL FOUR-YEAR TERM EXPIRING SEPTEMBER 26, 2028; AND APPOINTING SUSAN BRASEL AS DIRECTOR REPLACING ROBERT LUDWIG WITH A TERM EXPIRING SEPTEMBER 26, 2024, ALONG WITH AN ADDITIONAL FOUR-YEAR TERM EXPIRING SEPTEMBER 28, 2028; AND APPOINTING KURT KALLAUS AS DIRECTOR REPLACING CHRIS MILTENBERGER WITH A TERM EXPIRING SEPTEMBER 26, 2026; AND ALSO APPOINTING RICHARD KALLAUS TO AN ADDITIONAL TERM EXPIRING SEPTEMBER 26, 2028.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: Amber Withycombe is hereby appointed to the Sunnen Station Community Improvement District as the city representative replacing Michael Reese with a term expiring September 26, 2024, along with an additional term expiring September 26, 2028; and appointing Susan Brasel as a property owner representative replacing Robert Ludwig with a term expiring September 26, 2024, along with an additional term expiring September 26, 2028; and appointing Kurt Kallaus as a property owner representative replacing Chris Miltenberger with a term expiring September 26, 2026; and appointing Richard Kallaus as a property owner representative to an additional term expiring September 26, 2028.

Passed this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Approved this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

BILL NO.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING CHAPTER 2, ARTICLE VII. – BOARDS, COMMISSIONS AND AUTHORITIES TO ADD A NEW DIVISION 4. – CODE OF ETHICS, FOR THE PURPOSE OF ESTABLISHING A CODE OF ETHICS FOR APPOINTED MEMBERS OF THE BOARDS AND COMMISSIONS CREATED BY THE CODE OF ORDINANCES

WHEREAS, it is the policy of the City of Maplewood, Missouri to uphold, promote, and demand ethical conduct from its elected and appointed public officials for the purpose of ensuring a fair, ethical, and accountable local government; and

WHEREAS, the City Council recognizes the importance of codifying and making known to the general public the ethical principles that guide the work of its elected and appointed public officials; and

WHEREAS, the City Council wishes to establish a code of ethics for appointed members of the City's boards and commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Chapter 2 – Administration, Article VII. – Boards, Commissions and Authorities, of the Code of Ordinances is hereby amended to add a new Division 4. – CODE OF ETHICS, as follows:

DIVISION 4. – CODE OF ETHICS

Sec. 2-500. Conduct of Appointed Members of the City's Boards and Commissions.

Appointed members of the City's boards and commissions shall be committed to promoting the highest standards of conduct in public service and shall adhere to the following code of conduct:

- (1) Commitment to Public Service: Members shall serve the community with dedication, placing the interests of the municipality and its residents above personal or private interests.
- (2) Integrity and Honesty: Members shall act with honesty and integrity, avoiding conflicts of interest and disclosing any potential conflicts promptly. They shall not use their position for personal gain.
- (3) Transparency: Members shall conduct their duties in an open and transparent manner, providing accurate and timely information to the public. They shall comply with all applicable open meeting laws and regulations.
- (4) Fair and Impartial Decision-Making: Members shall make decisions without bias, considering the best interests of the entire community. They shall avoid favoritism and treat all individuals and groups fairly.

- (5) Confidentiality: Members shall respect the confidentiality of sensitive information discussed during board and commission meetings. They shall not disclose confidential information without proper authorization.
- (6) Respect and Professionalism: Members shall treat fellow board and commission members, municipal staff, and the public with respect and professionalism. They shall foster a collaborative and inclusive environment.
- (7) Community Engagement: Members shall actively engage with the community, seeking input and feedback, and representing the diverse interests and needs of the residents.
- (8) Compliance with Laws and Policies: Members shall comply with all applicable laws, regulations, and municipal policies. They shall seek guidance when unsure about the ethical implications of a situation.

Sec. 2-501. – Compliance and Enforcement.

- (1) Any person may file a written complaint alleging a violation of this Code of Ethics within 30 days of the alleged violation. Complaints should be submitted to the Mayor, who will (upon receipt) assemble an ethics review committee for investigation of the complaint.
- (2) The ethics review committee shall be responsible for overseeing compliance with this Code of Ethics and shall be made up of the senior councilmember from each ward. If the senior councilmember is involved in the complaint, the junior councilmember of the same ward shall take their place on the committee.
- (3) The ethics review committee shall promptly initiate an impartial investigation of the complaint by reviewing the evidence and conducting interviews. The accused board or commission member shall have the opportunity to respond to the allegations and present evidence during the investigation.
- (4) After a thorough investigation, the ethics review committee shall issue a recommendation for dismissal of the complaint or a recommendation that the complaint is substantiated along with appropriate disciplinary action. Disciplinary action may include, but is not limited to, written reprimands, suspension, or removal from the board or commission. The recommendation of the ethics review committee is binding unless appealed.
- (5) Board and commission members found in violation of the code of ethics by the ethics review committee shall have the right to appeal the decision to the full council for a public hearing. Appeals must be submitted to council in writing within five days of receiving the decision of the ethics review committee. The decision of the council shall be final and binding.

- (6) To the extent possible, the ethics review committee and council shall maintain the confidentiality of the complaint, investigation, and any subsequent disciplinary proceedings, consistent with all applicable laws.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest: _____
Andrea Majoros, City Clerk

Approved 13th day of February, 2024

Nikylan Knapper, Mayor

Attest: _____
Andrea Majoros, City Clerk

INTEROFFICE MEMORANDUM



To: Mayor and City Council
From: Anthony Traxler, Assistant City Manager/Director of Public Works
Date: January 16, 2024
Subject: Program Agreement – Consolidation of Great Rivers Greenway’s Pedestrian Trail Project and the City of Maplewood’s Reconstruction of Greenwood Boulevard Road Project

Attached is an ordinance authorizing the City Manager to approve the attached MODOT program agreement that consolidates Great Rivers Greenway’s pedestrian trail project and Maplewood’s Greenwood Boulevard Road Project STP/CMAQ-9901 (667). The agreement stipulates that Maplewood will “be responsible for all aspects of construction” for the pedestrian trail and road improvements along Greenwood Boulevard, from Sussex Avenue to Canterbury Avenue. Note, Great Rivers Greenway will still be responsible for construction of the pedestrian trail along Oxford, Sussex and Canterbury Avenues.

This program agreement will provide city staff with oversight and control of this construction project which will no doubt be disruptive to Greenwood Boulevard and the surrounding area. Approval of the program agreement also affirms the City of Maplewood’s previously approved Resolution 23-68 (copy attached).

Please review the attached ordinance and program agreement and do not hesitate to contact me at 646-3635 if you have any questions, comments or concerns on this matter.

BILL NO.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE AN STP-URBAN PROGRAM AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF MAPLEWOOD FOR PROJECT NUMBER STP/CMAQ-9901 (667) FOR GREENWOOD BOULEVARD

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. The City Manager is hereby authorized to execute an STP-Urban Program Agreement between the Missouri Highways and Transportation Commission and the City of Maplewood for project number STP/CMAQ-9901 (667), for Greenwood Boulevard.

Section II. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 13th day of February 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Approved this 13th day of February 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 10/22 (MWH)
Modified: 11/23 (MWH)

St. Louis County
City of Maplewood
Project STP/CMAQ-9901(667)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP/CMAQ-9901(667)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

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

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Maplewood (hereinafter, "City").

WITNESSETH:

WHEREAS, on November 2, 2022, the Commission and the City previously entered into a STP Program Agreement as to public improvements designated as STP-9901(667), for the construction of Greenwood Boulevard, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

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

(1) REVISION: The project designation and number "STP-9901(667)" is removed and replaced with "STP/CMAQ-9901(667)" throughout the Agreement for the addition of the CMAQ funds to the project.

(2) REVISION: The second WHEREAS sentence of the Original Agreement is hereby removed and replaced with the following:

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP and CMAQ funds to the City. The improvement contemplated by this Agreement and designated as Project STP/CMAQ-9901(667) involves:

Reconstruct Greenwood Boulevard, upgrade sidewalks and construct Shared Use Path.

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

(4) REVISION: Paragraph (2) LOCATION of the Original Agreement is hereby removed and replaced with the following:

(2) LOCATION: The contemplated improvement designated as Project STP/CMAQ-9901(667) by the Commission is within the city limits of Maplewood, 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:

Greenwood Boulevard from Sussex Avenue to Canterbury Avenue

(5) REVISION: Paragraph (12) REIMBURSEMENT of the Original Agreement is hereby removed and replaced with the following:

(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 \$2,807,052. The maximum STP funds is \$1,400,000. The maximum CMAQ funds is \$1,407,052. 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.

(6) REVISION: Paragraph (15) WORK ON STATE RIGHT OF WAY of the Original Agreement is hereby removed and replaced with the following:

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP/CMAQ-9901(667) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(7) REVISION: Paragraph (20) OUTDOOR ADVERTISING of the Original Agreement is hereby removed and replaced with the following:

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP/CMAQ 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.

(8) REVISION: EXHIBIT B – PROJECT SCHEDULE of the Original Agreement is hereby removed and replaced with the following:

Exhibit B – Project Schedule

Project Description: STP-9901(667) Greenwood Boulevard

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	10/2021	10/2021	1
Execute agreement (project sponsor and DOT)	12/2021	04/2022	5
Engineering services contract submitted and approved*	08/2022	10/2022	3
Obtain environmental clearances (106, CE2, T&E, etc.)	01/2023	03/2023	3
Public meeting/hearing	04/2023	04/2023	1
Develop and submit preliminary plans	11/2022	03/2023	5
Preliminary plans approved	04/2023	05/2023	2
Develop and submit right-of-way plans	05/2023	07/2023	3
Review and approval of right-of-way plans	08/2023	09/2023	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	09/2023	10/2023	2
Right-of-way acquisition	11/2023	05/2024	7
Utility coordination	01/2023	06/2024	18
Develop and submit PS&E	03/2024	08/2024	6
District approval of PS&E/advertise for bids*	09/2024	11/2024	3
Submit and receive bids for review and approval	12/2024	01/2025	2
Project implementation/construction	03/2025	10/2025	8
* 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.

(9) **ADDITION:** Paragraph (33) **ASSIGNMENT** is hereby added and shall state as follows:

(33) **ASSIGNMENT:** The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) **ADDITION:** Paragraph (34) **BUDGET** is hereby added and shall state as follows:

(34) **BUDGET:** The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Appendix A - Project Budget. This budget may be revised as necessary; however no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

(11) ADDITION: Paragraph (35) FHWA APPROVAL is hereby added and shall state as follows:

(35) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(12) ADDITION: Paragraph (36) CANCELLATION is hereby added and shall state as follows:

(36) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(13) ADDITION: APPENDIX A – PROJECT BUDGET is hereby added and shall state as follows:

Activity	FY	Total Cost	CMAQ Funds requested	STP Funds requested	GRG share	Maplewood share	Sponsor Share %
PE Planning / Environmental Studies	2023						
Right-of-Way	2024						
Construction Engineering	2025						
Construction / Implementation - CMAQ (Greenway Cost)	2025	\$1,943,763	\$1,407,052	\$0.00	\$536,711	\$0.00	27.61%
Construction / Implementation - STP (Roadway Cost)	2025	\$1,750,000	\$0	\$1,400,000	\$0.00	\$350,000	20.00%
Construction / Implementation - Total for Greenwood Segment	2025	\$3,693,763	\$2,807,052		\$886,711		24.41%

(14) 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.

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF MAPLEWOOD

By _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. in the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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, 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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.

RESOLUTION

R23-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI SUPPORTING THE REALIGNMENT OF THE GREAT RIVERS GREENWAY PEDESTRIAN TRAIL ALONG GREENWOOD BOULEVARD FROM THE NORTH SIDE OF THE STREET TO THE SOUTH SIDE OF THE STREET AND THE CONSOLIDATION OF THE GREAT RIVERS GREENWAY PEDESTRIAN TRAIL PROJECT AND THE CITY OF MAPLEWOOD'S RECONSTRUCTION OF GREENWOOD BOULEVARD ROAD PROJECT

WHEREAS, the City of Maplewood obtained a Surface Transportation Program (STP) grant to reconstruct Greenwood Boulevard from Sussex Avenue to Canterbury Avenue, and

WHEREAS, Great Rivers Greenway obtained a Congestion Mitigation and Air Quality (CMAQ) grant to construct a pedestrian trail along within the City of Maplewood, including on Greenwood Boulevard from Sussex Avenue to Canterbury Avenue, and

WHEREAS, the City of Maplewood and Great Rivers Greenway agreed to combine their projects on Greenwood Boulevard to reduce the overall cost of each project and to reduce the impact on adjacent and surrounding properties, and


WHEREAS, the City of Maplewood supports the pedestrian trail realignment from the north side of Greenwood Boulevard to the south side and supports an equitable cost redistribution for the construction of the combined projects between the City of Maplewood and Great Rivers Greenway.

Passed this 24th day of October 2023



Nikylan Knapper, Mayor

Attest:




Andrea Majoros, City Clerk

Approved this 24th day of October 2023



Nikylan Knapper, Mayor

Attest:



Andrea Majoros, City Clerk

INTEROFFICE MEMORANDUM



To: Planning Commission
From: Anthony Traxler, Assistant City Manager/Director of Public Works
Date: January 25, 2024
Subject: **Petition Number #2024-1 – Request for a Conditional Use Permit in the AB Arterial Business Zoning District – Revel Kitchen – 7520 Manchester Road**

BACKGROUND

The subject property (site), 7520 Manchester Road, is currently vacant but historically supported a Jack in the Box restaurant facility with a drive through. Jack in the Box operated at this site for decades but closed the restaurant a couple of years ago and the site has been vacant since.

ZONING REQUEST

The petitioner, Simon Lusky of Revel Kitchen, is requesting a Conditional Use Permit to allow a restaurant facility with drive through.

Approval of this request, if granted by the Plan and Zoning Commission and the City Council, would bring this site into conformance with the Zoning Code of the City of Maplewood.

PLANNING AND ZONING ISSUES

- Proposed Use:** The site is zoned AB Arterial Business District. Restaurants are permitted uses in the AB District. However, restaurants with a drive through require a Conditional Use Permit. Revel Kitchen offers a variety of fresh locally-sourced, organic menu items. The proposed use is ideally suited for this location which has historically supported a fast food restaurant. The proposed use will have a drive through window which is unique for a restaurant that offers healthier food options. Patrons will also be able to utilize outdoor seating which will be installed along the front of the restaurant (see attached photo). Hours of operation will be from 10:30 a.m. to 9 p.m.
- Parking:** The site has 10 off-street parking spaces. The restaurant will have 16 indoor seats, 11 patio seats (27 parking spaces total) and between 4 to 6 employees. Therefore, the zoning ordinance requires 13 off-street parking spaces be provided which is 3 spaces short. However, the petitioner signed a shared parking agreement with the nearby Kenrick Design Construction

Company, 7552 Manchester Road, which meets the requirements of Sec. 56-498, Location of Parking Spaces (shared parking), of the zoning ordinance. Therefore, sufficient off-street parking will be provided for the proposed use.

3. **Impact to Adjacent Properties:** The proposed use should have a little to no impact on adjacent and surrounding properties. For decades the site supported a fast food restaurant that was open 24 hours a day 7 days a week. Having the site occupied again by a restaurant that offers unique, healthier food options should be a benefit to the neighborhood and the City of Maplewood.

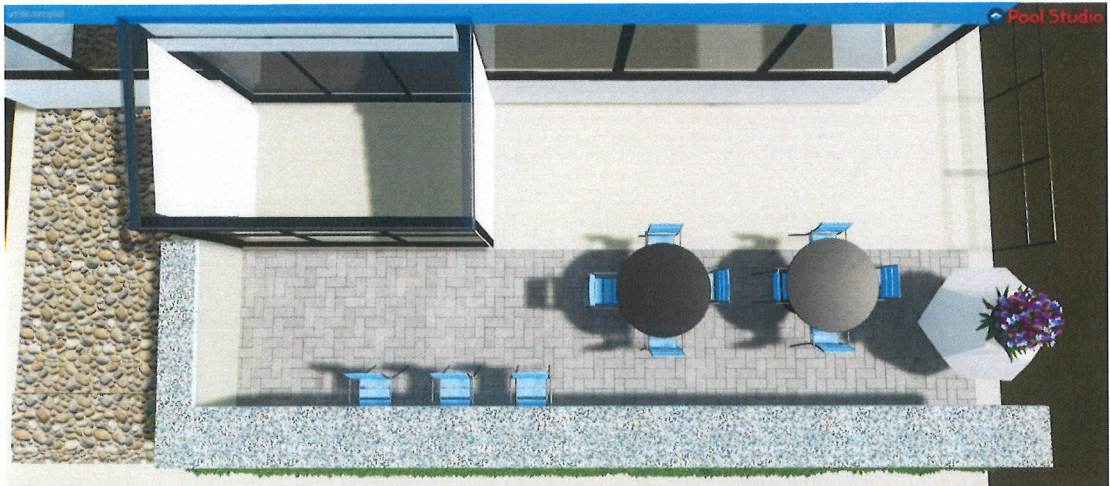
CONDITIONAL USE PERMIT STANDARDS FOR APPROVAL

In presenting any application for a Conditional Use Permit, the petitioner must demonstrate that the proposed conditional use meets the “Standards for Approval” criteria set forth in Section 56-877, Procedures for a Conditional Use Permit, of the Zoning Code (copy attached).

FINDING:

Staff recommends approval, subject to the conditions contained in the attached draft ordinance, based on the following findings of fact:

- 1) The scale and intensity for the proposed use is compatible with adjacent and surrounding properties.
- 2) This restaurant will be a net gain for the Maplewood business community and will expand dining options within the City of Maplewood.
- 3) The petitioner obtained a shared parking agreement to provide ample off-street parking to support the proposed use.
- 4) The proposed conditional use, at the above location, will contribute to and promote the welfare and convenience of the public by providing an additional restaurant for the community and surrounding area.



Revel Kitchen 7520 Manchester Road Patio

Sec. 56-877. - Procedures for conditional use permit.

(a) *Applications.* Applications for a conditional use permit shall include a site plan and necessary descriptive material relating to the intensity and extent of use and such other information as shall be required by the zoning administrator. An application for a conditional use permit may be filed only by the owner of the property in question or by a tenant, with the owner's permission.

(b) *Standards for conditional use permit approval.* The zoning administrator shall post the property and mail notices to inform the public of the date, time and place of the plan and zoning commission meeting at which the conditional use permit application shall be considered, and of the date, time and place of the public hearing on such application to be held by the city council pursuant to this division. The zoning administrator shall refer the application to the plan and zoning commission to investigate and make a report and recommendation as to whether the following criteria are true with respect to the proposed conditional use:

- (1) Complies with all applicable provisions of this chapter;
- (2) At the specific location will contribute to and promote the community welfare or convenience;
- (3) Will not cause substantial injury to the value of neighboring property;
- (4) Complies with the overall neighborhood development plan and existing zoning district provisions;
- (5) Will provide, if applicable, off-street parking and loading areas in accordance with the standards contained in this chapter;
- (6) Will not substantially increase traffic hazards;
- (7) Will not substantially increase fire hazards;
- (8) Will not overtax public utilities; and
- (9) Will not place an undue burden on municipal services.

(c) *Report and recommendation.* Without unreasonable delay, and in all cases within 40 days after the first meeting at which the proposed conditional use is considered, the plan and zoning commission shall render to the city council a written report and recommendation on the proposed conditional use.

(d) *Hearing.* Upon receipt of the report and the recommendation of the plan and zoning commission, the city council shall hold a public hearing on the application and shall give notice of the date, time and place thereof by causing a notice thereof to be published at least one time, 15 days before the date of the hearing, in a newspaper of general circulation in the city.

(e) *Authorization.* After such hearing, the city council shall, by majority vote, make a determination as to whether the proposed conditional use satisfies the criteria listed in subsection (b) of this section for the plan and zoning commission report and recommendation. If the city council makes an affirmative determination as to all of the criteria, a conditional use permit shall be granted. If the city council makes a negative determination as to any of the criteria, a conditional use permit shall not be granted.

(f) *Conditions.* The plan and zoning commission may recommend and the city council may provide such terms, conditions or restrictions upon the construction, location and operation of the conditional use, as the plan and zoning commission or the city council may determine in order to further the general objectives of this division and to minimize the possibility of injury to the value of property in the neighborhood.

(Ord. No. 4062, § 905.06(3), 10-14-1980; Ord. No. 4258, § 2, 6-10-1986; Ord. No. 4524, § 1, 3-24-1992; Ord. No. 4560, § 1, 11-10-1992; Ord. No. 4646, § 1, 5-24-1994)

BILL NO.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, GRANTING A CONDITIONAL USE PERMIT TO SIMON LUSKY OF REVEL KITCHEN TO OPERATE A RESTAURANT WITH DRIVE THROUGH AT 7520 MANCHESTER ROAD

WHEREAS, Simon Lusky of Revel Kitchen has applied to the City Council of the City of Maplewood, Missouri for a Conditional Use Permit as provided in Section 56-877 of the Maplewood Code of Ordinances, to operate a restaurant with drive through at 7520 Manchester Road; and

WHEREAS, the Plan and Zoning Commission recommended approval of this proposed Conditional Use Permit at their February 5, 2024 meeting by a vote of 5 ayes, 0 nays; and

WHEREAS, the City Council held a public hearing on this Conditional Use Permit at their February 13, 2024 Council meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Simon Lusky of Revel Kitchen is requesting a Conditional Use Permit to operate a restaurant with drive through at 7520 Manchester Road.

Section II. The Conditional Use Permit is granted subject to all rules and regulations and to conditions set forth for the property described in Section I. as follows:

- (A) Permitted Use - A restaurant facility with drive through.
- (B) Parking Requirements – One off-street parking space shall be provided for every three seats for patrons and two parking spaces shall be provided for every three employees at maximum shift.
- (C) Architectural Standards/Sign Requirements: Any exterior changes to the building and/or signage must be approved by the Design and Review Board prior to the issuance of a building permit. All non-conforming signage must be removed prior to the issuance of an occupancy permit/business license.
- (D) The outdoor seating area must have a barrier between the seating area and drive through lane. The barrier must be a minimum of 36 inches high.
- (E) Exterior Storage of Materials: No outside storage of materials will be permitted.

Section III. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 13th day of February 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Approved this 13th day of February 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

INTEROFFICE MEMORANDUM



To: Planning Commission
From: Anthony Traxler, Assistant City Manager/Director of Public Works
Date: February 1, 2024
Subject: **Petition Number #2024-2 – Request for a Conditional Use Permit in the AB Arterial Business Zoning District – VR Wholesale International LLC., 2800-2804 S. Big Bend Blvd. & 7480 Hazel Avenue**

BACKGROUND

The subject properties (site), 2800-2804 S. Big Bend Blvd. & 7480 Hazel Avenue, are located on the northeast corner of Big Bend Blvd. and Hazel Avenue. Each lot is zoned AB Arterial Business District and have historically supported the business operations of Big Bend Auto Sales & Repair and a small dog grooming business. The site is fully developed supporting a small one-story brick building (2800 S. Big Bend Blvd.) and a separate auto repair building (2804 S. Big Bend Blvd.).

Big Bend Auto Sales & Repair have operated on this site for many decades. A variety of smaller retail uses occupied the small brick structure to the north of the site. The owners of the site have sold both lots and the new owners are planning on continuing the auto sales & repair business. The dog groomer is closing in February and this small brick building will serve as an office for VR Wholesale International LLC.

ZONING REQUEST

The petitioner, Volodymyr Ratai, is requesting to operate the auto sales and repair facility in its present format. Typically, a transfer of the governing Conditional Use Permit would address the zoning request. However, the exiting business has been in operation for so long that the use likely pre-dated existing zoning regulations. Therefore, a Conditional Use Permit to continue the auto sales & repair business operations on the subject properties will need to be approved.

Approval of this request, if granted by the Plan and Zoning Commission and the City Council, would bring this property into conformance with the Zoning Code of the City of Maplewood.

PLANNING AND ZONING ISSUES

1. **Proposed Use:** The subject properties are zoned AB Arterial Business District which allows auto sales & repair uses with a Conditional Use Permit. The site contains two structures; a small brick structure at 2800 S. Big Bend Blvd. (former groomer) and 2804 S. Big Bend Blvd. (auto repair building). The northern portion of 7480 Hazel Avenue is used for employee and patron parking and the southern portion of 7480 Hazel Avenue is used for the storage of vehicles under repair and overflow of vehicles for sale.
2. **Parking:** The site is small and there is little room to maneuver with the vehicles for sale/repair and patron vehicles. Staff visited the site on numerous occasions to determine the number of vehicles that could be sold on-site without compromising sight-distance safety at intersections or have vehicles spill over onto the adjacent public right-of-way.

The conditional use will limit the number of vehicles for sale to a maximum of fifteen (15) vehicles. This figure is consistent with prior aerial photos and the approximate number of vehicles that have been for sale during my visits. Without this cap, it is likely vehicles would be blocking the view of people exiting Hazel Avenue and the Hazel Alley onto Big Bend Blvd. Because the conditional use ordinance will cap the total number of vehicles for sale, the site has sufficient parking to support the proposed uses on-site.

3. **Impact to Adjacent Properties:** There should not be a significant impact on the adjacent properties as this location has supported a car sale & repair facility for decades. This location has not caused problems for the surrounding businesses or neighborhood and the conditional use ordinance will cap the number of vehicles for sale to ensure this business does not spill over onto the adjacent public right-of-way or block views from vehicles trying to exit onto Big Bend Blvd. **UPDATE OF NOTE**, at the February 5th Plan and Zoning Commission meeting, two residents voiced concerns regarding auto sale and repair vehicles blocking the Hazel Avenue and Maple Avenue alley. The residents stated they dealt with this for many years but did not reach out to the City for help. This concern was discussed and the residents will forward these concerns to the City for enforcement action if this continues to be a problem.

Currently the patron/employee parking lot on the northern portion of 7480 Hazel Avenue is only partially screened from the adjacent residential property at 7478 Hazel Avenue. The Conditional Use Permit will require either the existing fence be extended and/or an evergreen planting buffer be installed to properly screen this entire parking lot from the adjacent residential structure at 7478 Hazel Avenue.

4. **Lighting:** A common complaint of car sales is excessive lighting. Therefore, the conditional use ordinance will require lighting be maintained so that the effects of direct lighting or glare onto adjacent properties shall be prohibited.
5. **Auto Repair Restrictions:** A common complaint of auto repair facilities is vehicle repairs and storage of parts outside of the service bay areas. Therefore, the conditional use ordinance will require that all auto repairs must be performed within the designated service bays.

CONDITIONAL USE PERMIT STANDARDS FOR APPROVAL

In presenting any application for a Conditional Use Permit, the petitioner must demonstrate that the proposed conditional use meets the “Standards for Approval” criteria set forth in Section 56-877, Procedures for a Conditional Use Permit, of the Zoning Code (copy attached).

FINDING:


Staff recommends approval, subject to the conditions contained in the attached draft ordinance, based on the following findings of fact:

- 1) The scale and intensity for the proposed uses should be compatible with adjacent and surrounding properties.
- 2) The site has supported a car sale & repair facility for decades.
- 3) Parking is available to support employee/patron parking demand for the proposed businesses.
- 4) An enclosed vehicle storage yard is provided for automobiles under repair.
- 5) The proposed conditional use, at the above location, will contribute to and promote the welfare and convenience of the public by providing an auto sales & repair facility for the community and surrounding area.

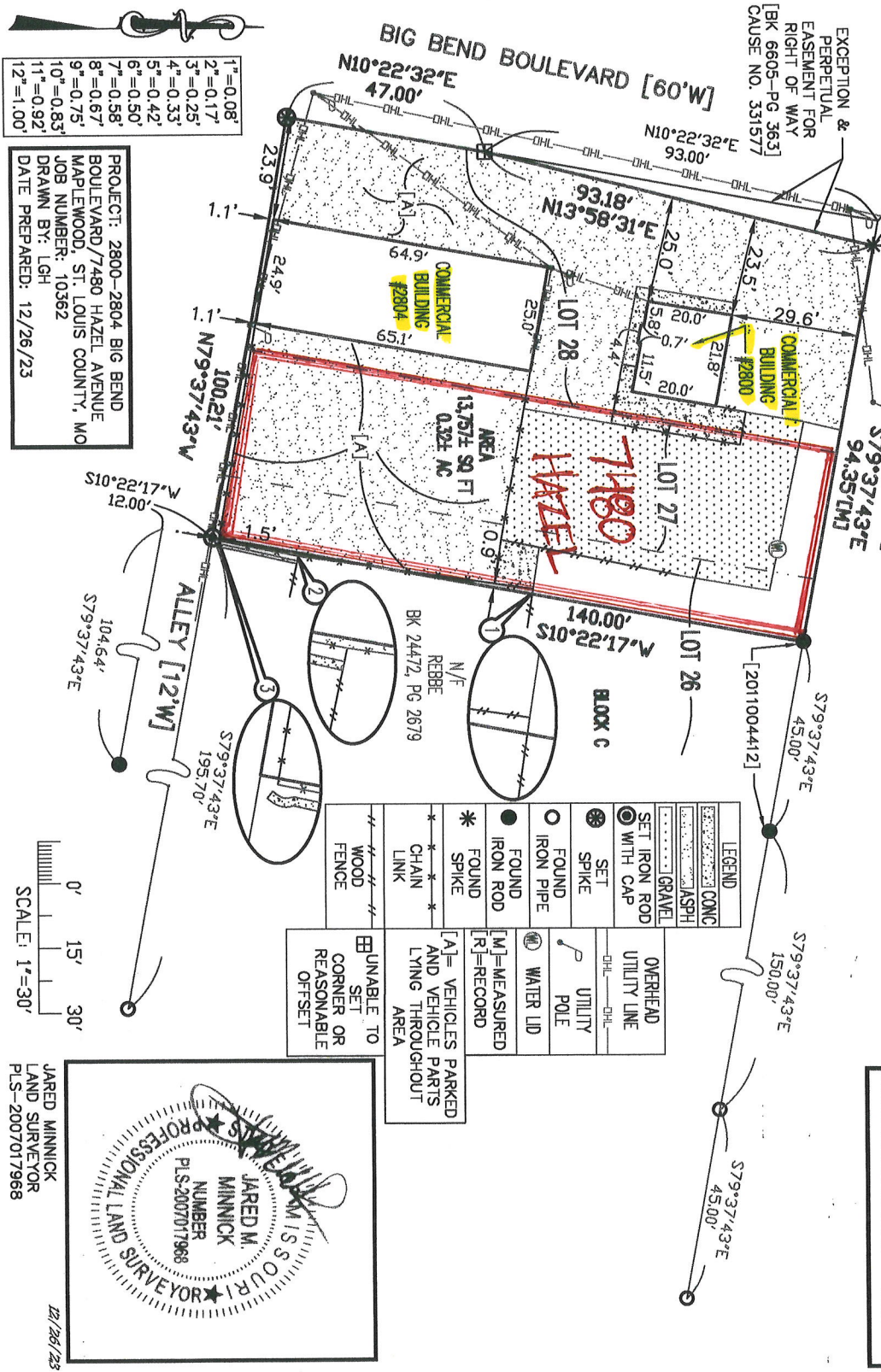
BOUNDARY SURVEY

THE WEST 1/2 OF LOT 26 AND ALL OF LOTS 27 AND 28 IN BLOCK C OF MAPLE LAWN EXCEPTING THEREFROM THAT PART OF LOT 28 CONDEMNED BY ST. LOUIS COUNTY, MISSOURI IN CAUSE NO. 331577 OF THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI
 PLAT BOOK 4 PAGE 94, ST. LOUIS COUNTY RECORDS

MINNICK SURVEYING, LLC
 LC-2009001156
 3520 HAMPTON AVE.
 ST. LOUIS, MO 63139
 (314) 721-9500
 MINNICKSURVEYING.COM



NOTES:
 - THIS BOUNDARY SURVEY WAS PERFORMED AT THE REQUEST OF AND IS CERTIFIED TO CONTAIN THE FIRST AMERICAN TITLE INSURANCE COMPANY AND V.R. WHOLESALERE INTERNATIONAL, LLC DURING THE MONTH OF DECEMBER, 2023 AND IS NON TRANSFERABLE.
 - THIS SURVEY WAS EXECUTED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND THE SURVEY ACCURATELY REFLECTS ALL VISIBLE IMPROVEMENTS, INCLUDING FENCES, RECORDED EASEMENTS THAT HAVE BEEN PROVIDED FROM THE TITLE COMPANY AND UNRECORDED VISIBLE EASEMENTS. CLASS OF SURVEY: URBAN PROPERTY, BOUNDARY LOCATIONS HAVE BEEN ESTABLISHED USING EVIDENCE FOUND AND SHOWN ON THIS PLAT.
 - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT AS SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NUMBER 23458578 PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED DECEMBER 8, 2023. ANY ADDITIONAL EASEMENTS AND/OR EXCEPTIONS REPORTED IN SCHEDULE B - SECTION 2 OF THE ABOVE REFERENCED COMMITMENT SHOWN OR NOTED ON THIS SURVEY.
 11. PERPETUAL EASEMENT FOR RIGHT OF WAY GRANTED TO ST. LOUIS COUNTY, MISSOURI AS MORE FULLY SET FORTH IN THE INSTRUMENT RECORDED IN BOOK 6605 AT PAGE 363.(SHOWN)
 - SUBJECT PROPERTY NOW OR FORMERLY OWNED BY: SZAL, GABOR & EDITH BK 6949 PG 306
 - BASIS OF BEARING: ASSUMED, LOT ANGLES ADOPTED FROM RECORD PLAT AND FOUND MONUMENTS AS SHOWN.
 - OWNERSHIP DETERMINATION OF IMPROVEMENTS IS BASED, TO THE BEST OF OUR ABILITIES AND JUDGMENT, ON FIELD OBSERVATIONS ONLY, NO GUARANTEE IS BEING MADE. PLEASE CONSULT PROPERTY OWNERS REGARDING OWNERSHIP OF ALL IMPROVEMENTS.
 - SURVEY NOTES:
 1. ADJOINER'S FENCE ENCRoACHING 1.3' INTO LOT
 2. SUBJECT'S ASPHALT AND FENCE ENCRoACHING 0.8' OUT OF LOT
 3. SUBJECT'S ASPHALT OUT OF LOT ENCRoACHING 0.5' OUT OF LOT



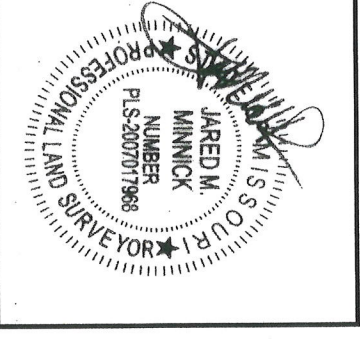
EXCEPTION & PERPETUAL EASEMENT FOR RIGHT OF WAY [BK 6605-PG 363] CAUSE NO. 331577
 579°37'43"E 620' (RI) 585' (TM)
 94.35' (TM) 579°37'43"E
 93.18' 25.0' 23.5' 20.0' 20.0' 20.0' 20.0'
 58.1' 11.5' 4.4' 21.8'
 13.75' SQ FT 0.324 AC
 140.00' 10.9' 7.0' 1.1'
 100.21' 1.1' 24.9' 23.9'
 104.64' 195.70'
 12.00' 104.64' 195.70'
 150.00' 45.00' 45.00' 45.00'

1"=0.08'
2"=0.17'
3"=0.25'
4"=0.33'
5"=0.42'
6"=0.50'
7"=0.58'
8"=0.67'
9"=0.75'
10"=0.83'
11"=0.92'
12"=1.00'

PROJECT: 2800-2804 BIG BEND BOULEVARD/7480 HAZEL AVENUE MAPLEWOOD, ST. LOUIS COUNTY, MO
 JOB NUMBER: 10362
 DRAWN BY: LGH
 DATE PREPARED: 12/26/23

LEGEND	
[Symbol]	CONC
[Symbol]	ASPH
[Symbol]	GRAVEL
[Symbol]	SET IRON ROD WITH CAP
[Symbol]	SET SPIKE
[Symbol]	FOUND IRON PIPE
[Symbol]	FOUND IRON ROD
[Symbol]	FOUND SPIKE
[Symbol]	CHAIN LINK
[Symbol]	WOOD FENCE
[Symbol]	OVERHEAD UTILITY LINE
[Symbol]	UTILITY POLE
[Symbol]	WATER LID
[Symbol]	[M]=MEASURED [R]=RECORD
[Symbol]	[A]= VEHICLES PARKED AND VEHICLE PARTS LYING THROUGH-OUT AREA
[Symbol]	UNABLE TO SET CORNER OR REASONABLE OFFSET

JARED M. MINNICK
 PROFESSIONAL LAND SURVEYOR
 NUMBER PLS-2007017968
 12/26/23



Sec. 56-877. - Procedures for conditional use permit.

(a) *Applications.* Applications for a conditional use permit shall include a site plan and necessary descriptive material relating to the intensity and extent of use and such other information as shall be required by the zoning administrator. An application for a conditional use permit may be filed only by the owner of the property in question or by a tenant, with the owner's permission.

(b) *Standards for conditional use permit approval.* The zoning administrator shall post the property and mail notices to inform the public of the date, time and place of the plan and zoning commission meeting at which the conditional use permit application shall be considered, and of the date, time and place of the public hearing on such application to be held by the city council pursuant to this division. The zoning administrator shall refer the application to the plan and zoning commission to investigate and make a report and recommendation as to whether the following criteria are true with respect to the proposed conditional use:

- (1) Complies with all applicable provisions of this chapter;
- (2) At the specific location will contribute to and promote the community welfare or convenience;
- (3) Will not cause substantial injury to the value of neighboring property;
- (4) Complies with the overall neighborhood development plan and existing zoning district provisions;
- (5) Will provide, if applicable, off-street parking and loading areas in accordance with the standards contained in this chapter;
- (6) Will not substantially increase traffic hazards;
- (7) Will not substantially increase fire hazards;
- (8) Will not overtax public utilities; and
- (9) Will not place an undue burden on municipal services.

(c) *Report and recommendation.* Without unreasonable delay, and in all cases within 40 days after the first meeting at which the proposed conditional use is considered, the plan and zoning commission shall render to the city council a written report and recommendation on the proposed conditional use.

(d) *Hearing.* Upon receipt of the report and the recommendation of the plan and zoning commission, the city council shall hold a public hearing on the application and shall give notice of the date, time and place thereof by causing a notice thereof to be published at least one time, 15 days before the date of the hearing, in a newspaper of general circulation in the city.

(e) *Authorization.* After such hearing, the city council shall, by majority vote, make a determination as to whether the proposed conditional use satisfies the criteria listed in subsection (b) of this section for the plan and zoning commission report and recommendation. If the city council makes an affirmative determination as to all of the criteria, a conditional use permit shall be granted. If the city council makes a negative determination as to any of the criteria, a conditional use permit shall not be granted.

(f) *Conditions.* The plan and zoning commission may recommend and the city council may provide such terms, conditions or restrictions upon the construction, location and operation of the conditional use, as the plan and zoning commission or the city council may determine in order to further the general objectives of this division and to minimize the possibility of injury to the value of property in the neighborhood.

BILL NO.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, GRANTING A CONDITIONAL USE PERMIT TO VOLODYMYR RATAI OF VR WHOLESALE INTERNATIONAL LLC TO OPERATE AN AUTO SALES AND REPAIR FACILITY AT 2800-2804 S. BIG BEND BOULEVARD AND 7480 HAZEL AVENUE

WHEREAS, Volodymyr Ratai of VR Wholesale LLC. has applied to the City Council of the City of Maplewood, Missouri for a Conditional Use Permit as provided in Section 56-877 of the Maplewood Code of Ordinances, to operate an auto sales and repair facility at 2800-2804 S. Big Bend Boulevard and parking area for the aforementioned auto sales and repair facility at 7480 Hazel Avenue; and

WHEREAS, the Plan and Zoning Commission recommended approval of this proposed Conditional Use Permit at their February 5, 2024 meeting by a vote of 5 ayes, 0 nays; and

WHEREAS, the City Council held a public hearing on this Conditional Use Permit at their February 13, 2024 Council meeting.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS:

Section I. Volodymyr Ratai of VR Wholesale LLC. is requesting a Conditional Use Permit to operate an auto sales and repair facility at 2800-2804 S. Big Bend Boulevard and parking area for the aforementioned auto sales and repair facility at 7480 Hazel Avenue.

Section II. The Conditional Use Permit is granted subject to all rules and regulations and to conditions set forth for the property described in Section I. as follows:

- (A) Permitted Uses.
 - a. New and Used Auto Sales not to exceed fifteen (15) cars for sale.
 - b. Auto Repair.
- (B) Parking Requirements.
 - a. Patrons and employees shall park on the parking lot located on the northern portion of 7480 Hazel Avenue, directly behind 2800 S. Big Bend Boulevard. No vehicles for sale or repair may be located on this parking lot.
 - b. Vehicles under repair must be stored on the southern portion of 7480 Hazel, directly behind 2804 S. Big Bend Boulevard within the enclosed parking lot.

- (C) Visibility at Intersections – Vehicles shall not be located on any corner in such a manner as to materially obstruct or impede vision at the centerline grades of the intersection of S. Big Bend Boulevard and Hazel Avenue and S. Big Bend Boulevard and the Hazel Avenue and Maple Avenue alley in the area bounded by the street lines of such corner lots and a line joining points along said street lines 12 feet from the point of the intersection.
- (D) Lighting – Lighting shall be designed in accordance with Illuminating Engineering Society standards and shall be maintained so that the effects of direct lighting or glare onto adjacent properties is prohibited.
- (E) Screening/Buffers from Residential Properties.
 - a. The vehicle storage area on the southern portion of 7480 Hazel Avenue, directly behind 2804 S. Big Bend Boulevard must have a minimum eight (8) foot sight-proof fence surrounding the entire vehicle storage parking lot.
 - b. Vehicles parking in the patron and employee parking lot located on the northern portion of 7480 Hazel Avenue, directly behind 2800 S. Big Bend Boulevard shall be completely screened from view of 7478 Hazel Avenue with either a six to eight-foot sight-proof fence or cluster of evergreen plantings or both. Said sight-proof fence and/or cluster of evergreen plantings shall be subject to the review and approval of the Zoning Administrator.
- (F) Architectural Standards/Sign Requirements - Any exterior changes to the building and/or signage must be approved by the Design and Review Board prior to the issuance of a building permit. All non-conforming signage must be removed prior to the issuance of an occupancy permit/business license.
- (G) Exterior Material Storage and Exterior Repair Requirements - No outside storage of materials or auto parts will be permitted. All auto repairs must be performed within the enclosed structure at 2804 S. Big Bend Boulevard.

Section III. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Approved this 13th day of February, 2024

Nikylan Knapper, Mayor

Attest:

Andrea Majoros, City Clerk

Memorandum



To: Mayor & City Council
From: Amber Withycombe, City Manager
Date: February 7, 2024
Re: City Manager's Report

Budget Calendar

Our timeline for the FY25-29 budget process appears below. In contrast to prior years, staff will now be producing a five-year financial forecast to better assist the city in meeting its commitments, obligations, and anticipated needs. This model will also allow the Council to make more informed decisions about the development and implementation of strategic priorities.

Timeline

- Feb. 12 – 23: City Manager meets with Department Heads to discuss five-year priorities
- Feb. 27: Council work session to present and discuss priorities
- Mar. 15: Staff submits budget drafts to Finance Director
- Mar. 29: Finance Director completes revenue projections
- Apr. 4: Finance Director sends consolidated budget to City Manager
- Apr. 11 – 22: City Manager reviews consolidated budget with Department Heads
- May 1: City Manager submits consolidated budget to Council
- May 7, 8, 9: Council work sessions to review budget
- May 14: Public hearing and 1st and 2nd budget ordinance readings
- May 28: Final ordinance reading

In advance of the Feb. 27 budget priorities work session, Councilmembers can review the FY23 adopted budget at

https://cms7files1.revize.com/cityofmaplewoodmo/Document_center/Department/Finance/2023-24%20Revenues%20&%20Consolidated%20Budget%20Packet%20Final.pdf

Proposition J & S Open Houses

The city will be hosting two open house events to answer questions and provide information about Propositions J and S, which will be on the ballot for the April 2, 2024, election.

Information shared at the open houses will also be available on the city's website at https://www.cityofmaplewood.com/government/prop_j_and_prop_s.php. Both open house sessions will be hosted in Council Chambers at City Hall:

- Thursday, February 29 from 7 – 9 pm
- Tuesday, March 5 from 3 – 5 pm

Council Retreat

We are organizing a Council retreat work session to develop norms and protocols for the Council, collect feedback to strengthen the Council’s onboarding process, provide refresher training on Missouri’s Sunshine Law, and formalize a Council communications and engagement plan. Based on Council feedback, the retreat has been scheduled for **Sunday, March 3 from 9 am to noon in Council Chambers**. I will provide more details about the retreat agenda as the date grows closer. As a reminder, any Council meeting in which a quorum is present is considered a public meeting.

Board & Commission 2024 Report Schedule

The following schedule has been established for Board and Commission chairs to update the Council regarding the activities of each appointed body:

Date	Board/Commission	Chair	Staff Liaison
March 12	Special Business District Tax Advisory Commission	August Schlafly	Laura Miller
May 14	Plan & Zoning Commission	Kevin Sullivan	Anthony Traxler
June 11	Design & Review Board/Historic Preservation Commission	Sean O’Gorman	Brian Herr
July 9	Human Services Commission	Amber Schanter	Amber Withycombe
August 13	Parks & Recreation Commission	Laine Schenkelberg	Tiffany Hyde
September 10	Sustainability Commission	Stefan Denson	Charles Moody
October 8	Library Board	Martin Brenner	Ashley Bryant
November 12	Board of Adjustment	Patrick Jugo	Brian Herr

St. Louis County Housing Report Update

Regarding the Council’s January 9 work session discussion about housing at the St. Louis County jail, I will be presenting an update to Council on February 27 regarding the steps that courts and city staff are taking to address the Council’s concerns.

Business Watch Meeting

As a service to Maplewood business owners, the city will be hosting a Business Watch meeting in March. These meetings are intended to help business owners build their network of connections within the business community, help businesses prevent fraud and theft, provide tips for protecting property, and foster closer relationships between the Maplewood Police Department and the community it serves. Details about the date and location of the meeting will be forthcoming. More information about the program is available at https://www.cityofmaplewood.com/government/departments/police_department/programs_and_resources/business_watch.php

2023 Social Services Report

The enclosed social services report summarizes the 2023 impact of the social services coordinator, Audrey Culberson. The position is jointly funded by Maplewood and Richmond Heights to address needs related to crisis, community, and connections through case management and emergency support. Service referrals come from Maplewood, Richmond Heights, the MRH school district, and the United Way.

Ripple Glass Bin

See the enclosed memo from Laura Miller, Director of Community Development, regarding a new glass recycling service that will be offered the Marietta Parking Lot. The bin will be available for use by businesses and residents, and will be installed by February 15.

Staff Milestones & Celebrations

The city recently welcomed two new employees: Ronald Atkins, police officer, and Justin McCague, public works maintenance worker. Joe Lemberger, housing inspector, celebrated his fifth anniversary as a city employee.

Social Services

REPORT

OVERVIEW

In the first year, 98 community members were assisted with obtaining:

- Shelter
- Food
- Clothing
- Identification
- Permanent housing
- Mental health support
- Wellness Checks



In addition to providing short-term case management to 98 community members, the social services coordinator attends monthly and weekly meetings like the Yale group, the Human Services Commission Board, and host Mutual aid group. Also, the social services coordinator provides crisis intervention support and resources to the police department, library, and the Heights for individuals who may need immediate assistance and redirect outside of short-term case



Maplewood

53 of these 98 members were referrals from the Maplewood Community.

29 referrals from Maplewood PD

- Unhoused concerns
- Crisis intervention
- Mental Health
- Food and clothing insecurities

3 referrals from Maplewood Fire Dept.

- House fire
- Safety concerns/ fall risk

21 referrals from the Maplewood community

- Landlord concerns
- Food insecurity
- Utility Support
- Shelter

The social services coordinator provided crisis intervention, resources, and case management to the community members that required this specific support. In addition, to connecting them to outside services and agencies like Loaves and Fishes, Legal Aid, BJC, Salvation Army, Maplewood United Methodist Church, and city resources.



Richmond Heights

34 of these 98 members were referrals from the Richmond Heights community.

5 referrals from the Heights

- Unhoused
- Senior Concerns

22 referrals from the community

- Housing concerns or accessing benefits
- Hoarding
- Seniors concerns about aging in place/ Private Duty

7 referrals from the Richmond Heights PD.

- Unhoused
- Mental Health concerns

The services coordinator connected these community members to larger social services systems like BJC Behavioral Health, Places for People, Saint Vincent DePaul, Saint Elizabeth, and A&W Home Healthcare. In addition to using the emergency funds provided by Richmond Heights and Maplewood.



Maplewood Richmond Heights School District

8 of these 98 members were referrals from the MRH School District.

- Families in transition
- Behavioral Concern
- Referrals
- Utility assistance

The social services coordinator assisted these families with getting connected with resources to assist with utility aid and behavioral concerns. The city's emergency fund aided and supported these families with getting out of their immediate crisis.



United Way

3 of these 98 members were referrals from United Way.

- Families in transition
- Utility assistance

The social services coordinator received these referrals from United Way. The community members were looking for utility assistance. These referrals were mainly seniors affected by the property tax increase.

SUMMARY

In addition to supporting these 98 calls to a crisis, the social services coordinator engaged in community support with about 15 individuals in the community parks, the Heights, and the local bus stops. These individuals were a challenge to track because they refused to share prescreening information. However, resources and support were provided if necessary. The number of referrals in the Richmond Heights area has increased by more than half in the last six months of the 2023 year. The social services coordinator attended community events like Bingo, Bunny Brunch, Park Passport events, Let the Eat Art, and an Active Adult Lunch Brunch.

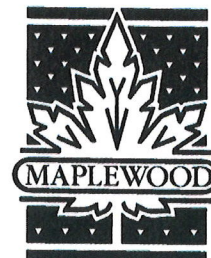


The overall goal for the first year was the 3 C's (crisis, community, and connections). The social services coordinator responded to the community crisis with a community approach and then connected the resident to a larger ecosystem.

The social services coordinator also created one new partnership with Home Sweet Home, and has gained access to additional emergency funds through Maplewood United Methodist Church. Maplewood UMC agreed to partner with the City to support residents in crisis.

Memorandum

To: Amber Withycombe
From: Laura Miller
Date: January 31, 2024
Re: Ripple Glass



Ripple Glass has received the signed contract agreement and scheduled the installation of our first purple recycling bin on Thursday, February 15, 2024.

The bin will be placed on the eastern end of the Marietta parking lot near the city's enclosed trash and recycling containers. The glass recycling bin is available to both residents and businesses.

As you know, Republic Services will continue the curbside collection of glass deposited in the residential recycling bins. With several trash/recycling firms considering eliminating the curbside option for glass recycling, this partnership with Ripple Glass is a proactive approach to educating residents and businesses about other options. Currently, the only other purple bin in the metro area is at the public works yard in Webster Groves.

I don't have an update on additional bins, but Ripple Glass is aware of our interest in at least two more bins.

Marketing/Promotions

Ripple Glass will promote the City of Maplewood and businesses in the downtown area (that use the recycling bin) promotion through their social media outlets.

Education material will be provided to residents and businesses through the following methods:

- Winter Update of the Maple Leaf
- Website
- Social Media Posts
- E-Blast

I've attached some of the promotional materials provided by Ripple Glass. Please let me know if you have any questions.

Thank you!



Ripple Glass

SITE AGREEMENT

This Site Agreement (the "Agreement") is entered into this **16th** Day of **January 2024** (the "Effective Date"), between Ripple Glass, LLC, a Delaware limited liability company, with an address of **1642 Crystal Ave, Kansas City, Missouri 64126 ("Ripple")**, and **The City of Maplewood**, a City Government, with an address of **7601 Manchester Rd. Maplewood, MO 63143. ("Host")**.

Ripple collects and recycles post-consumer glass, and the parties desire to place a glass collection bin (a "Bin") on property owned or leased by Host, with an address of **7325 Marietta Ave, Maplewood, MO 63143.** (the "Property").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties agree as follows:

- 1. Term.** The term of this Agreement will begin on the Effective Date and will continue in effect until terminated by either party by giving ten (10) days' prior written notice to the other party.
- 2. Placement of Bin.** Within ninety (90) days from the Effective Date, Ripple will place a Bin on the Property, in a location mutually agreed upon between the parties (the "Site"). The Bin will be a roll-off container, measuring approximately 21' x 7.5' x 7.5', and will be owned by Ripple; Host will have no ownership or leasehold interest in the Bin.
- 3. Use of Bin** Host will provide the Site for the Bin; permit and encourage the general public to deposit glass food and beverage containers into the Bin; permit Ripple to pick up the Bin when full and replace it with an empty Bin; provide access to the Bin for the purposes contemplated by this Agreement; Ripple will regularly maintain and police the areas around the Bin, including keeping such areas free from broken glass and trash; Host will keep area free of ice and snow. Ripple will monitor fill level of the bin via built-in camera system and schedule pickups accordingly. Ripple Glass is responsible for removal of waste around the Bin. Ripple will also schedule regular Bin pick ups based on the Bin's designated pick up frequency.
- 4. Removal and Replacement of Bin.** Once a Bin is full, or the Bin is scheduled for a pick up by Ripple staff, Ripple will have the Bin picked up and replaced with an empty Bin.
- 5. Consideration.** Neither party will owe any rentals or similar charges or fees to the other party under this Agreement. Each party believes it will benefit from this Agreement, in part by providing a public service and being associated with an environmentally-friendly local initiative.
- 6. Losses.** Neither party nor its subcontractors will be liable to the other party for any damages, losses, expenses, obligations, claims, actions or other liabilities ("Losses") caused by, or arising out of or in connection with, the acts or omissions of such party or its subcontractors with respect to this Agreement, including, without limitation, any damages caused by Host to a Bin or any damages caused by Ripple or its subcontractors to the Property, the Site, or the surrounding areas, or any Losses caused by either party in connection with the presence, condition, use, pick-up or delivery of the Bins, whether or not caused by the negligence of a party; provided, however, that each party will be responsible for any such Losses caused by (i) its intentional misconduct, (ii) its breach of its express obligations under this Agreement, or (iii) its negligence, but only to the extent such negligence has resulted in a liability owed by the other party to this Agreement to a third party claimant. If the weight or delivery of the Bin causes damage to the parking lot, Ripple will be responsible for repair.

CONTINUED ON FOLLOWING PAGE >



Ripple Glass

SITE AGREEMENT

7. Insurance. Each party will be responsible for carrying its own public liability insurance, with such carriers, in such amounts, and upon such other terms and conditions, as such party deems appropriate. Ripple will name the host as additional insureds.

8. Notice. Except as otherwise provided in this Agreement, all notices or communications to a party under this Agreement will be in writing and will be considered received when hand-delivered, or one business day after being sent by courier delivery service or by a nationally-recognized prepaid express service, in each case addressed as set forth in the first paragraph of this Agreement (or at such change of address as provided in accordance with this Section 8).

9. Miscellaneous. This Agreement will be governed by the laws of the state of MO without regard to conflict of law principles. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and it may not be modified except by an agreement in writing signed by both parties after the date hereof. This Agreement may be signed in counterparts, each of which will constitute an original, and both of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

City of Maplewood

BY: 

NAME: *Amber Withycombe*

TITLE: *City Manager*

DATE: *1/24/2023*

RIPPLE GLASS, LLC

BY: *Franklin Rosario*

NAME: Franklin Rosario

TITLE: St. Louis Program Manager

DATE: 1/16/2023

WHAT CAN I RECYCLE?

Ripple Glass accepts all colors of food and beverage glass. Labels can stay on.
If you can see through it, we can likely recycle it!

✓ ACCEPTED ITEMS:



✓ Glass food and beverage containers (all colors, labels can stay on)



✓ Candle jars (leftover wax okay)



✓ Cosmetic bottles/jars

✗ NOT ACCEPTED:



✗ Cardboard, boxes, trash bags



✗ Porcelain



✗ Ceramic



✗ Milk Glass



✗ China/Leaded glass



✗ Mirrors



✗ Laminated Glass/Windshields



✗ Pyrex, Corningware



✗ Dishware (i.e. Corelle)



✗ Light Bulbs



✗ TVs



✗ Lab Glass



✗ Toasted Ravioli



RippleGlass™



EVERY
BOTTLE
& JAR
COUNTS!

LOOK FOR THE PURPLE BIN!



Ripple Glass STL



@rippleglasstl



@RippleGlassSTL



Ripple Glass bin

_____ when full, this bin _____



recycles 24,000
bottles & jars



saves 2.4 million
watts of energy



eliminates 2 tons
of CO₂ emissions



powers a compact
fluorescent light bulb
for almost 20 years



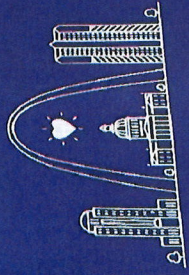
RippleGlass



HEY ST. LOUISIS.
RECYCLE YOUR GLASS HERE™



RippleGlass®



DON'T WORRY
YOUR GLASS IS GOING
TO A BETTER PLACE

STL