

**AMENDED AGENDA**  
**MAPLEWOOD CITY COUNCIL MEETING**  
**TUESDAY, AUGUST 9, 2022 @ 7:30 P.M.**  
**CITY COUNCIL CHAMBERS**  
**(7601 MANCHESTER ROAD)**  
**OR**  
**VIA TELECONFERENCE**  
**[WWW.CITYOFMAPLEWOOD](http://WWW.CITYOFMAPLEWOOD) FOR DETAILS)**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Motion to Excuse Councilperson
5. Approval of the Council Agenda
6. Public hearing to hear citizen's comments on a request for a conditional use permit to allow a music school at 7401 Hazel Ave.
7. Public hearing to receive input on how the city should allocate \$64,000 in Community Development Block Grant funds which will become available after January 1, 2023
8. Public Forum
9. Announcements
10. Approval of the July 12, 2022 City Council meeting minutes
11. Parks and Recreation Commission Report
12. A Resolution of the City Council of the City of Maplewood, Missouri, appointing Mary Killian to the Design and Review Board and Historic Preservation Commission and establishing her term of office as expiring June 30, 2025
13. A Resolution of the City Council of the City of Maplewood, Missouri authorizing the City Manager to purchase two (2) police vehicles from Joe Machens Ford Lincoln, Inc. by means of the statewide contract through the State of Missouri's Division of Purchasing and Materials Management Cooperative Procurement Services in the amount of seventy-eight thousand three hundred forty dollars (\$78,340.00)

14. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to purchase a heavy duty, 1½ ton 2023 Chevrolet Silverado heavy duty truck for \$80,266
15. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to purchase a 2022 John Deere mini excavator for \$60,970
16. A Resolution of the City Council of the City of Maplewood, Missouri authorizing the City Manager to submit the 2023 Community Development Block Grant application to the St. Louis County Office of Community Development
17. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to submit the application and sign all documents necessary for a grant from the Municipal Parks Grant Commission of St. Louis County for improvements to Central Park
18. A Resolution of the City Council of the City of Maplewood, Missouri, authorizing the City Manager to accept the bid of Staat Inc. Tuckpointing & Waterproofing to tuckpoint the Maplewood Public Library building
19. An Ordinance amending Chapter 34, Article IV.-Offenses against persons of the Maplewood Code of Ordinances by amending Chapter 34-Offenses, Article VI.-Offenses against public peace, Sec. 34-141. Hate offenses
20. An Ordinance of the City Council of the City of Maplewood, Missouri, amending the budget for the City of Maplewood, Missouri, for the fiscal year beginning July 1, 2022 through June 30, 2023
21. An Ordinance of the City Council of the City of Maplewood, Missouri, amending the Maplewood Code of Ordinances, Chapter 50, Traffic and motor vehicles, Section 50-243, Other prohibitions on parking, by amending Bartold Avenue, 2900 block, west side of street
22. 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-9901 (667), TIP #7191-23, Greenwood Boulevard
23. An Ordinance of the City Council of the City of Maplewood, Missouri, granting a Conditional Use Permit to allow a music school at 2743 Sutton Boulevard and 7401 Hazel Avenue
24. An Ordinance of the City Council of the City of Maplewood, Missouri, granting a Conditional Use Permit to Brian Hobbs of Chateau Maplewood Wine Bar and Shop to operate a restaurant facility/wine bar with retail shop at 7326 Manchester Road and 7326 B. Manchester Road

25. Bill 6194 an Ordinance of the City Council of the City of Maplewood, Missouri, amending Ordinance 5573, as amended, the Maplewood Code of Ordinances, by amending Section 50-243, other prohibitions on parking, by adding Lyle Avenue, 2600 block, resident only parking, west side of street, beginning one hundred twenty-two feet north of the Manchester Road intersection and ending one hundred forty-two feet north of the Manchester Road intersection
26. Bill 6195 an Ordinance of the City Council of the City of Maplewood, Missouri, to re-adopt and to establish and make public a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials
27. Old Business – Ordinance Review Committees
28. Council Communication
29. Mayor’s Report
30. City Attorney’s Report
31. City Manager’s Report
32. Public Forum
33. 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
34. Adjournment

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▼  
*City  
of Maplewood*



▼  
**PUBLIC HEARING NOTICE**

Maplewood City Council will hold a public hearing on 8/9/22 at 7:30 p.m. in the Maplewood City Hall Council Chambers, 7601 Manchester Road, Maplewood, MO, to hear citizen's comments on a request for a conditional use permit to allow a music school at 7401 Hazel Ave.

Ad as appearing in the 7/25/2022 **St. Louis Post-Dispatch**.

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▼  
*7601 Manchester Road  
Maplewood, MO 63143  
(314) 645-3600*



Saint Louis  
**COUNTY**  
**HUMAN SERVICES**

### Notice of Public Hearing

The City of Maplewood will hold a public hearing to discuss the estimated allocation of \$ 64,000 in Community Development Block Grant funds. The public hearing will be held at 7:30 p.m. on August 9th, 2022, at 7:30 p.m.

If you are unable to attend the public hearing, you may provide written comments regarding the Community Development Block Grant Program to the following address no later than August 1st, 2022:

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 314-645-3600 no later than August 1st, 2022.

7601 Manchester Maplewood MO 63143

ADDRESS CITY STATE ZIP

314-645-3600

PHONE

Publication Date: 7-18-22



(As posted at City Hall, the Maplewood Public Library, the Maplewood Family Aquatic Center, Deer Creek Park, Ryan Hummert Memorial Park, Sutton Loop Park, Kellogg Park, Yale bus stop pavilion and Citizen's Park on July 18, 2022)



# Saint Louis COUNTY HUMAN SERVICES



## Fair Housing Information

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:

Michael Reese, City Manager

NAME/TITLE

7601 Manchester

ADDRESS

Maplewood

CITY

MO

STATE

63143

ZIP

314-645-3800

PHONE

For More Information Call:

314-645-3800 VOICE

TDD

1-800-735-2466 RELAY MISSOURI VOICE

1-800-735-2966 RELAY MISSOURI TDD

Equal Opportunity Employer

Publication Date: August 1, 2022



(As posted at City Hall, the Maplewood Public Library, the Maplewood Family Aquatic Center, Deer Creek Park, Ryan Hummert Memorial Park, Sutton Loop Park, Kellogg Park, Yale bus stop pavilion and Citizen's Park on **July 18, 2022**)

July 12, 2022

The July 12, 2022 City Council meeting was called to order at 7:30 p.m., Mayor Knapper presiding.

ON ROLL CALL, the following members were present: Mayor Knapper, Councilmember Homa, Councilmember Jones, Councilmember Page and Councilmember Phillips.

MOTION TO EXCUSE COUNCILPERSON: Councilmember Homa motioned to excuse Councilmember Crosley, seconded by Councilmember Page, which motion received the approval of the Council. Councilmember Homa motioned to excuse Councilmember Faulkingham, seconded by Councilmember Page, which motion received the approval of the Council.

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

PUBLIC FORUM: None.

ANNOUNCEMENTS: Councilmember Phillips made the following announcements:

- The next concert in the summer concert series will be Wednesday, July 27, 2022, from 6:00-8:00 p.m. in Ryan Hummert Park.
- The City of Maplewood along with the Maplewood Police Officers Association and the Professional Firefighters of Maplewood will be hosting movie nights on August 13, September 8 and October 10. Visit the city's website for more information and to vote on which movie you would like to see.
- Maplewood restaurant week is coming up August 8-14. More information will be posted on the city's website.
- Join the Maplewood Public Library on Friday, September 2 at 6:00 p.m. for a cornhole tournament at Ryan Hummert Park to benefit the Maplewood Public Library. All proceeds from the tournament will go towards building improvements, new materials, and programming for adults and children. Contact the library for registration information.

APPROVAL OF THE JUNE 14, 2022 CITY COUNCIL MEETING MINUTES: Councilmember Homa motioned to approve, seconded by Councilmember Page, which motion received the approval of the Council.

APPROVAL OF THE JUNE 23, 2022 CITY COUNCIL CLOSED SESSION MINUTES: Councilmember Homa motioned to approve, seconded by Councilmember Page, which motion received the approval of the Council.

**R22-58, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AFFIRMING THE CONSTITUTIONAL RIGHT OF PREGNANT PERSONS INCLUDING THEIR ACCESS TO REPRODUCTIVE HEALTH CARE AND ABORTIONS AND DENOUNCING THE UNITED STATES SUPREME COURT'S DECISION TO OVERTURN ROE V. WADE AND GOVERNOR MIKE PARSON'S PROCLAMATION GIVING LEGAL EFFECT TO SECTION 188.017 RSMO AND ACTIVATING THE "RIGHT TO LIFE OF THE UNBORN**

CHILD ACT” was introduced. It was moved by Councilmember Homa and seconded by Councilmember Page to approve the resolution, which motion received the following roll call vote: Ayes, Mayor Knapper, members Homa, Jones, Page and Phillips. Nays, none.

**R22-49**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING ELIZA CORIELL TO THE SPECIAL BUSINESS DISTRICT TAX ADVISORY COMMISSION TO FILL AN UNEXPIRED TERM AND ESTABLISHING HER TERM OF OFFICE AS EXPIRING JUNE 30, 2023 was introduced. Councilmember Homa motioned to reconsider Resolution 22-49, seconded by Councilmember Page, which motion received the approval of the Council. Councilmember Homa motioned to amend the resolution to change the term expiration date, seconded by Councilmember Page, which motion received the approval of the Council. Councilmember Homa motioned to approve the amended resolution, seconded by Councilmember Page, which motion received the following roll call vote: Ayes, Mayor Knapper, members Homa, Jones, Page and Phillips. Nays, none.

**BILL 6194**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, THE MAPLEWOOD CODE OF ORDINANCES, BY AMENDING SECTION 50-243, OTHER PROHIBITIONS ON PARKING, BY ADDING LYLE AVENUE, 2600 BLOCK, RESIDENT ONLY PARKING, WEST SIDE OF STREET, BEGINNING ONE HUNDRED TWENTY-TWO FEET NORTH OF THE MANCHESTER ROAD INTERSECTION AND ENDING ONE HUNDRED FORTY-TWO FEET NORTH OF THE MANCHESTER ROAD INTERSECTION was given its first reading. It was moved by Councilmember Homa, duly seconded by Councilmember Page, that Bill No. 6194 be moved to its second reading, which motion received the approval, by voice vote, of the Council.

On its second reading, it was moved by Councilmember Homa, duly seconded by Councilmember Page, that Bill No. 6194 be passed to its third and final reading, which motion received the approval, by voice vote, of the Council.

**BILL 6195**, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, TO RE-ADOPT AND TO ESTABLISH AND MAKE PUBLIC A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS was given its first reading. It was moved by Councilmember Homa, duly seconded by Councilmember Page, that Bill No. 6195 be moved to its second reading, which motion received the approval, by voice vote, of the Council.

On its second reading, it was moved by Councilmember Homa, duly seconded by Councilmember Page, that Bill No. 6195 be passed to its third and final reading, which motion received the approval, by voice vote, of the Council.

**OLD BUSINESS-ORDINANCE REVIEW COMMITTEES:** Meeting summaries were given by Mayor Knapper and Councilmember Phillips.

**COUNCIL COMMUNICATION:** None.

**MAYOR'S REPORT:**

- Mayor Knapper stated the Juneteenth festival was a success and thanked the city departments and library for their participation and looks forward to making this an annual event.
- The Council will be invited to an open house for the Sunnen Station Apartments Phase II on August 9 at 4:30 p.m.

**CITY ATTORNEY'S REPORT:** No report.

**CITY MANAGER'S REPORT:** Mr. Reese stated a public hearing and resolution will be on the August 9 meeting agenda regarding the allocation of \$64,000 in Community Development Block Grant funds. The application is due by August 30.

**PUBLIC FORUM:** None.

**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:** No need.

There being no further business before the Council, the meeting adjourned.

**RESOLUTION**

**R22-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, APPOINTING MARY KILLIAN TO THE DESIGN AND REVIEW BOARD AND HISTORIC PRESERVATION COMMISSION AND ESTABLISHING HER TERM OF OFFICE AS EXPIRING JUNE 30, 2025.

WHEREAS, Mary Killian has expressed an interest in serving on the Design and Review Board and Historic Preservation Commission; and

WHEREAS, a vacancy exists on the Design and Review Board and Historic Preservation Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: Mary Killian is hereby appointed to the Design and Review Board and Historic Preservation Commission; and

BE IT FURTHER RESOLVED that her term of office is established as expiring June 30, 2025.

Passed this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

# INTEROFFICE MEMORANDUM

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TO: Michael Reese, City Manager

FROM: Matthew Nighbor, Acting Chief of Police

DATE: August 1, 2022

RE: Notice of Intent to Purchase Police Vehicles – Statewide Contract

The 2022/2023 police department budget allocates \$108,000 in Capital Outlay funds for the purchase of two (2) new police vehicles. The vehicles shall include equipment and specifications standard to the police vehicle package, and will contain available manufacturer options/deletions as requested by the department. During the past fiscal years, the Maplewood Police Department would budget funds for three police vehicles. However, due to the increased costs of patrol vehicles the Maplewood Police Department will only request the purchase of two vehicles for the 2022/2023 fiscal budget.

Chapter 34, Section 34.046 of Missouri Revised Statutes authorizes the State of Missouri's Division of Purchasing and Materials Management to provide cooperative procurement services by means of a joint purchasing program available to political subdivisions through the *Statewide Contract*. The use of this contract is mandatory for all state agencies. Chapter 2, Section 292 of the Maplewood City Code also permits such cooperative purchasing agreements.

Accordingly, the Maplewood Police Department sought a request for proposal from the State of Missouri's prime contract vendor of Ford Motor Company for the purchase of the police vehicles.

Joe Machens Ford Lincoln, 1911 West Worley, Columbia, MO 65203, per *Contract #CC222374005* and *Vendor #4746580860*. Contact: Kelly Sells at 573-445-4411.

On July 13, 2022, Joe Machens Ford Lincoln submitted a sales quote for the following three (3) police vehicles:

2023 Ford F-150 Police Responder, Crew Cab, 4X4 = \$46,332

2023 Ford Police Interceptor Utility 3.0L V6 EcoBoost AWD Police Package = \$44,008

Dealer Preparation Charges are included in the price of each unit.

**Total Cost = \$90,340**

## **Page 2 – Notice of Intent to Purchase Police Vehicles – Missouri Statewide Contract**

Please note in the past Ford Motor Company would incorporate the trade-in value of the police vehicles that would be replaced in their proposal. However, it is now the policy of Ford Motor Company to provide the trade-in value thirty days before delivery of the new police vehicles. Based on this new policy, the below trade-in balance are projections:

*Less Trade-in Allowance* for one (1) 2015 Ford Taurus Police Interceptor = **\$5,000**

*Less Trade-in Allowance* for one (1) 2019 Ford Taurus Police Interceptor = **\$7,000**

**Total Trade-in Allowance Projection = \$12,000**

**Total Cost = \$78,340**

Dealer preparation and delivery costs for police vehicles purchased through the Statewide Cooperative Procurement are permissible and included in the contract.

I recommend purchasing two (2) new police vehicles from Joe Machens Ford Lincoln through the *Missouri Statewide Contract* at a total projected cost of **\$78,340**.

The bid proposal will be maintained on file with the Maplewood City Clerk's Office.

The Ford F-150 truck would replace a 2014 police interceptor sedan. This truck would be primarily used by the Community Resource Officer Unit for a variety of purposes to include transporting their patrol bicycles and deploying the speed trailer. In addition, this truck would be used to load and deliver barricades/road closure signs for special events (block parties, regional night out) or weather-related matters such as the recent flash flooding incidents. It would also help with moving debris from the roadways. The Ford F-150 four-wheel drive truck would also benefit the patrol division during accumulation of heavy snow in the winter months.

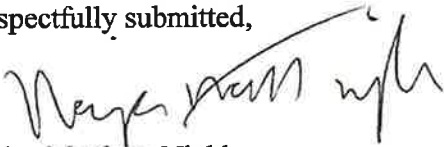
The truck would assist the training instructors by means of transporting training equipment. A majority of our training programs take place at locations outside the City of Maplewood. The truck would also benefit the Criminal Investigations Division in transporting large evidence items for destruction purposes or moving items to the off-site evidence storage facility. Contaminated evidence or soiled evidence, such as property which contains blood or bodily fluids, could be transported in a safer and more efficient manner.

The Ford Police Interceptor Utility 3.0L V6 EcoBoost AWD would replace a 2019 Ford Taurus Interceptor which is one of the older vehicles in the fleet and no longer under warranty.

The goal in the future is to review options for our police vehicle fleet to convert to hybrids and/or electric vehicles (EVs). At this time, Ford Motor Company does not have a police package

electric vehicle. There are many factoring elements in police vehicles such as twenty-four hour constant operation, mobile terminals and dash cameras. It is my understanding that Ford Motor Company and other companies such as Dodge and Chevrolet are in the process of developing police rated versions of these type of vehicles to handle the above elements. As technology continues to evolve, there will be options to consider EVs for patrol use in future budget years.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Major Matthew Nighbor". The signature is written in a cursive, somewhat stylized font.

Major Matthew Nighbor  
Acting Police Chief

**Attachments:**

- Sales Quote – Joe Machens Ford – Dated: July 13, 2022
- Notification of Missouri Statewide Contract - Police Vehicles

**RESOLUTION**

**R22-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO PURCHASE TWO (2) POLICE VEHICLES FROM JOE MACHENS FORD LINCOLN, INC. BY MEANS OF THE STATEWIDE CONTRACT THROUGH THE STATE OF MISSOURI’S DIVISION OF PURCHASING AND MATERIALS MANAGEMENT COOPERATIVE PROCUREMENT SERVICES IN THE AMOUNT OF SEVENTY-EIGHT THOUSAND THREE HUNDRED FORTY DOLLARS (\$78,340.00).

WHEREAS, the City of Maplewood budgeted to purchase one (1) 2023 Ford Police Interceptor Utility AWD and one (1) 2023 Ford F-150 Police Responder, which shall include equipment and specifications standard to the police vehicle package, as well as the requested options/deletions; and

WHEREAS, Joe Machens Ford Lincoln, Inc. is the low bidder for the two (2) police vehicles through the state cooperative purchasing agreement; and

WHEREAS, Joe Machens Ford Lincoln, Inc. is providing a trade-in allowance estimated at twelve thousand dollars (\$12,000.00) for one (1) 2015 Ford Taurus Police Interceptor and one (1) 2019 Ford Taurus Police Interceptor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to purchase one (1) 2023 Ford Police Interceptor Utility AWD vehicle at a cost of \$44,008.00 and one (1) 2023 Ford F-150 Police Responder at a cost of \$46,332.00 from Joe Machens Ford Lincoln, Inc. All vehicles include the standard police vehicle package with dealer preparation charges, as well as the requested options/deletions less an estimated trade-in allowance of twelve thousand dollars (\$12,000.00) for one (1) 2015 Ford Taurus Police Interceptor and one (1) 2019 Ford Taurus Police Interceptor resulting in a total cost to the City of Maplewood of seventy-eight thousand three hundred forty dollars (\$78,340.00).

Passed this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

July 13, 2022

State Contract # CC222374005

## Fleet Order

Subject: Joe Machens Proposal on a **2023 Ford Police Interceptor Utility AWD**

To: Whom it May Concern;

As per the requested quote on a 2023 Ford Police Interceptor Utility AWD, Joe Machens Ford proposes the following. The PI Utility includes both the factory and State Contract standard options. This proposed unit has other manufacturer options, as noted below.

### Price – Dealer Code – Option

**\$39,979** – K8A – PI Utility All wheel drive (incl Prep Cost)

### Included Standard Options (incl in price above)

~~\$/N/C – 99B / 44U – 3.3L V6 Gas Engine~~  
~~\$/N/C – 16C – 1st & 2nd Row Carpet Flooring~~  
~~\$/N/C – 17T – Cargo Dome Lamp - Red/White~~  
~~\$/N/C – 18D – Global Lock / Unlock feature~~  
~~\$/N/C – 43D – Dark Car Feature~~  
~~\$/N/C – 47A – Police Engine Idle feature~~  
~~\$/N/C – 51R – Spot Lamp Driver Side (LED)~~  
~~\$/N/C – 549 – Heated Mirrors~~  
~~\$/N/C – 55F – Remote Keyless Entry Key Fob~~  
~~\$/N/C – 60A – Pre-Wiring grille, siren, speaker~~  
~~\$/N/C – 60R – Radio Noise Suppression Bonds~~  
~~\$/N/C – 61B – OBD-II Split Connector~~

~~\$/N/C – 65L – 18" Full Wheel Covers~~  
~~\$/N/C – 76D – Underbody Deflector Plate~~  
~~\$/N/C – 76R – Reverse Sensing~~  
~~\$/N/C – 86T – Tail Lamp / PI Housing Only~~  
~~\$/N/C – STD – Front Headlamp/PI Housing Only~~  
~~\$/N/C – STD – Class III Trailer Tow Receiver~~  
~~\$/N/C – STD – Trailer Tow Lighting Pkg~~  
~~\$/N/C – STD – Remappable switches steer. wheel~~  
~~\$/N/C – STD – Rear Camera, in Center Stack~~  
~~\$/N/C – STD – Bluetooth (SYNC)~~  
~~\$/N/C – STD – Interceptor Badge~~  
~~\$/N/C – F6 – Rear Cloth Seat~~

### Deleted Standard Options (included in Total price below)

~~(-\$250) – (-55F) – Remote Keyless Entry Key Fob DELETE~~  
~~(-\$40) – (-60A) – Pre-Wiring grille, siren, speaker DELETE~~  
~~(-\$40) – (-61B) – OBD-II Split Connector DELETE – Allowed 2 devices to connect to OBD-II port~~  
~~(-\$190) – (-76D) – Underbody Deflector Plate DELETE~~

### Added Optional equipment (included in Total price below)

**\$4,300** – 99C / 44U – EcoBoost Engine 3.0L in lieu of std engine  
**\$49** – 59B – Fleet Keyed Alike (1284X)  
**\$0** – YZ – Exterior Color: Oxford White  
**\$0** – F6 – Interior: Ebony Cloth Front Buckets, Rear Cloth Bench Seat  
**\$200** – DEL – Delivery / Fees per...or...**\$0** – Customer Pick Up

### Total

**\$44,008 per vehicle (2022 Ford Police Interceptor Utility AWD) (EcoBoost Engine)**

**Ordering begins 8/3 and could end within a month?**

Joe Machens Ford appreciates your business and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

## Options to Consider to Delete (Delete from Total above if desired and note)

- (-\$20)** – (-16C) – 1st & 2nd Row Carpet Flooring DELETE, replaced with Vinyl
- (-\$45)** – (-17T) – Cargo Dome Lamp - Red/White DELETE
- (-\$20)** – (-65L) – 18" Full Wheel Covers DELETE, replaced w/ black wheels / 5" chrome caps
- (-\$0)** – (-18D) – Global Lock / Unlock feature DELETE
- (-\$20)** – (-43D) – Dark Car Feature DELETE
- (-\$100)** – (-47A) – Police Engine Idle feature DELETE
- (-\$240)** – (-51R) – Spot Lamp Driver Side (LED) DELETE
- (-\$50)** – (-549) – Heated Mirrors DELETE
- (-\$80)** – (-60R) – Radio Noise Suppression Bonds DELETE
- (-\$120)** – (-76R) – Reverse Sensing DELETE
- (-\$50)** – (-86T) – Tail Lamp / PI Housing Only DELETE
- (-\$20)** – (-F6) – Rear Cloth Seat DELETE, replaced with Rear Vinyl Seat (96)

## Options to Consider to Add (Add to Total above if desired and note)

- \$195** – 68E – Low-Band Frequency Noise Suppression Kit (39 – 46 MHZ range, Channels 1-9)
- \$3,500** – 99W / 44B – Hybrid Engine 3.3L in lieu of std engine
- \$470** – 64E – 18" Aluminum Wheels in lieu of Steel
- \$600** – 17A – Rear Auxiliary Air
- \$330** – 19V – Rear Camera – on demand



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

August 2, 2022

State Contract # CC222374005

## Fleet Order

Subject: Joe Machens Proposal on a **2023 Ford F150 Police Responder, Crew Cab, 4x4**

To: Whom it May Concern;

As per the requested quote on a 2023 Ford F150 Responder, Joe Machens Ford proposes the following. The F150 includes both the factory and State Contract standard options. This proposed unit has other manufacturer options, as noted below.

### Price – Dealer Code - Option

**\$47,402** – W1P / 150A – F150 Responder, Crew Cab 4x4

### Included Standard Options (incl in price above)

- ~~\$N/C~~ – 998 / 44G – 3.5L EcoBoost Engine (only engine available w/ Responder Pkg)
- ~~\$INC~~ – 145 – 5.5' Short Bed, 145" Wheelbase (only avail w/ Short Bed)
- ~~\$INC~~ – 924 / 57Q – Rear Privacy Glass w/ Rear Defroster
- ~~\$INC~~ – 47P – Police Engine Idle Feature (key can be removed while idling)
- ~~\$INC~~ – 67P – Remote Keyless Entry (Key Fobs)
- ~~\$INC~~ – 54Y / 59S – Large Trailer Tow Mirrors, Manual folding, Manually Telescoping
- ~~\$INC~~ – 53A / 47E – Trailer Tow Package (11,200 towing) w/ Pro Trailer Back-up Assist
  - Trailer tow receiver hitch, 4/7 pin wiring, aux. transmission oil cooler, engine oil cooler.
- ~~\$INC~~ – 67T – Trailer Brake Controller (Factory)
- ~~\$INC~~ – 17C / 595 – Chrome Front and Rear Bumpers with Fog Lamps
- ~~\$INC~~ – 18B – Running Boards
- ~~\$INC~~ – STD – FX4 Off-Road Package, to incl
  - 3.31 Electronic-locking rear-axle
  - Off-Road tuned front shock absorbers
  - Skid plates: fuel tank, transfer case and front differential"
- ~~\$INC~~ – STD – Power Windows, Locks, Mirrors
- ~~\$INC~~ – STD – Reverse Sensing System
- ~~\$INC~~ – STD – Rear Camera
- ~~\$INC~~ – STD – SYNC 4 (Bluetooth) w/ 8" screen
- ~~\$INC~~ – STD – Alternator - 240 Amp
- ~~\$INC~~ – STD – 18" Silver Aluminum Wheels
- ~~\$INC~~ – STD – LT265/70R18 BSW A/T Tires
- ~~\$INC~~ – STD – Cruise Control
- ~~\$INC~~ – STD – Vinyl Floor
- ~~\$INC~~ – STD – Auto Headlamps
- ~~\$INC~~ – STD – Trailer Tow Hitch and wiring (7k)

### Deleted Standard Options (included in Total price below)

- ~~(-\$1,100)~~ – (-53A) / (-47E) / (-54Y) / (-59S) – DELETE Large Trailer Tow Mirrors, Manual-folding, Manually Telescoping (replaced w/ std smaller Mirrors). DELETE Trailer Tow Package (11,200 towing) w/ Pro Trailer Back-up Assist, aux. transmission oil cooler & engine oil cooler (replaced with std (7,000 towing package, receiver hitch and wiring only.)
- ~~(-\$200)~~ – (-17C) / (-595) – Chrome Bumpers and Fog Lamps DELETE
- ~~(-\$170)~~ – 67T – Trailer Brake Controller (Factory) DELETE

### Added Optional equipment (included in Total price below)

- \$150** – 595 – Fog Lamps without Chrome Bumpers
- \$50** – 62B – Fleet Keyed Alike 1284X
- \$0** – YZ – Exterior Color: Oxford White
- \$0** – PB – Front Cloth 40 / Blank / 40 Cloth Seat & Rear Vinyl Seat
  - Note: Front seat does not include a center console or center seat - section deleted
- \$200** – DEL – Delivery / Fees per...or...**\$0** – Customer Pick Up

### Total

**\$46,332 per vehicle (2023 Ford F150 Police Responder, Crew Cab, 4x4)**

**[Ordering begins 7/18 and will end 8/12 or before?] ...continued...**



# JOE MACHENS FORD LINCOLN

1911 W. Worley • Columbia, MO 65203 • (573) 445-4411 • (800) 745-4454 • www.machens.com

**Options to Consider to Delete** (Delete from Total above if desired and note)

- (-\$300)** – (-54Y) / (-59S) – DELETE Large Trailer Tow Mirrors ONLY, Manual-folding, Manually Telescoping (replaced w/ std smaller Mirrors). (Does NOT delete Tow Pkg)
- (-\$150)** – (-18B) – Running Boards DELETE
- (-\$0)** – 41A – “Responder” Badge DELETE
- (-\$150)** – 924 / 57Q – Rear Privacy Glass w/ Rear Defroster DELETE
- (-\$140)** – 47P – Police Engine Idle Feature (key can be removed while idling) DELETE
- (-\$200)** – 67P – Remote Keyless Entry (Key Fobs) DELETE

**Options to Consider to Add** (Add to Total above if desired and note)

- \$850** – 63T – Tailgate Step
- \$240** – 168 – Carpet Flooring in lieu of Vinyl
- \$790** – 19A – Interior Upgrade Package
  - Center Console (Civilian type) without shifter (Note: Maintains Column Shifter)
  - Color-coordinated Carpet w/Carpeted Matching Floor Mats
  - Cloth Seats – Police-Grade, Heavy-Duty Cloth – Front and Rear
- \$650** – LNX – Spray in Bedliner
- \$2,290** – FLT – Roll-N-Lock M-series Tonneau Cover

Joe Machens Ford appreciates your business, and we look forward to servicing your needs in the future. Any questions should be directed to Kelly Sells, Fleet Department Manager.

Thanks,



Kelly Sells, Fleet Manager, Joe Machens Ford, 573-777-1089, ksells@machens.com





**Model Year 2022 Patrol Vehicles  
CC220022001, CC220022002, CC220022003, and CC220022004**

**Issuance Date: 11/30/21  
Revised Date: N/A**

<b>CONTRACT PERIOD/RENEWAL OPTIONS</b>	
<b>Current Contract Period:</b>	October 1, 2021 through June 30, 2022
<b>Original Contract Period:</b>	October 1, 2021 through June 30, 2022
<b>Available Renewal Period Options:</b>	1
<b>Potential Final Expiration Date:</b>	December 31, 2022

**ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.**

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

<b>BUYER CONTACT INFORMATION</b>	
<b>Name:</b>	Teri Schulte
<b>Email:</b>	<a href="mailto:teri.schulte@oa.mo.gov">teri.schulte@oa.mo.gov</a>
<b>Phone Number:</b>	(573) 522-3296



**ORGANIZATION**

Statewide Contract History  
Contract Information  
Instructions and Information  
Contract Pricing  
Contract Scope of Work  
Appendix A – Satisfactory Survey



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### STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
11/29/21	Update order cutoffs and buyer contact information
10/1/21	Initial Issuance



**CONTRACT INFORMATION**

CC220022001			
<b>MissouriBUYS SYSTEM ID::</b>		MB00089555	
<b>SAM II Vendor Number:</b>		4313370020 1	
<b>Contractor Name:</b>		Don Brown Chevrolet	
<b>Contractor Address:</b>		2244 South Kingshighway St. Louis, MO 63110	
<b>Contact Information:</b>		Name: Dave Helterbrand Phone Number: (314) 772-1400 Fax Number: (314) 772-5015 Email Address: <a href="mailto:dave@donbrownchevrolet.com">dave@donbrownchevrolet.com</a>	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
<b>MBE: No</b>	<b>WBE: No</b>	<b>SDVE: No</b>	<b>Blind/Sheltered Workshop: No</b>
COOPERATIVE PROCUREMENT			
<b>Cooperative Procurement:</b>		Yes	

CC220022002			
<b>MissouriBUYS SYSTEM ID::</b>		MB00089820	
<b>SAM II Vendor Number:</b>		4316465700 1	
<b>Contractor Name:</b>		Landmark Dodge	
<b>Contractor Address:</b>		1857 S Noland Rd Independence, MO 64055	
<b>Contact Information:</b>		Name: Larry Wilson Phone Number: (816) 651-6767 Fax Number: (816) 833-0008 Email Address: <a href="mailto:landmarkdodge1@yahoo.com">landmarkdodge1@yahoo.com</a>	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
<b>MBE: No</b>	<b>WBE: No</b>	<b>SDVE: No</b>	<b>Blind/Sheltered Workshop: No</b>
COOPERATIVE PROCUREMENT			
<b>Cooperative Procurement:</b>		Yes	



CC220022003			
<b>MissouriBUYS SYSTEM ID::</b>		MB00094770	
<b>SAM II Vendor Number:</b>		4315457930 1	
<b>Contractor Name:</b>		Lou Fusz Ford	
<b>Contractor Address:</b>		#2 Caprice Dr. Chesterfield, MO 63005	
<b>Contact Information:</b>		Name: John Dolan Phone Number: (636) 390-9200 Fax Number: (636) 519-8005 Email Address: john.g.dolan@fusz.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
<b>MBE: No</b>	<b>WBE: No</b>	<b>SDVE: No</b>	<b>Blind/Sheltered Workshop: No</b>
COOPERATIVE PROCUREMENT			
<b>Cooperative Procurement:</b>		Yes	

CC220022004			
<b>MissouriBUYS SYSTEM ID::</b>		MB00094770	
<b>SAM II Vendor Number:</b>		4315457930 1	
<b>Contractor Name:</b>		Joe Machens Ford Lincoln	
<b>Contractor Address:</b>		1911 West Worley Columbia, MO 65202	
<b>Contact Information:</b>		Name: Kelly Sells Phone Number: (573) 777-1089 Email Address: ksells@machens.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
<b>MBE: No</b>	<b>WBE: No</b>	<b>SDVE: No</b>	<b>Blind/Sheltered Workshop: No</b>
COOPERATIVE PROCUREMENT			
<b>Cooperative Procurement:</b>		Yes	

# INTEROFFICE MEMORANDUM

---



To: Mayor and City Council  
From: Anthony J. Traxler, Assistant City Manager/Director of Public Works  
Date: August 3, 2022  
Subject: Heavy Duty, 1½ Ton Dump Truck

The Department of Public Works needs to purchase a truck to replace the 2000 GMC truck that has exceeded its useful life and repairs to the truck would exceed its value. The attached quote is a State of Missouri bid price (represents reasonable reduced rate for municipalities in the State of Missouri) for a heavy duty, 1½ ton, 2023 Chevrolet Silverado truck (\$80,266). This price includes a Knapheide dump body and all necessary accessories for snow removal, corn syrup deicing and spreading rock salt.

Funds for this truck will be split equally from the half-cent capital improvements sales tax fund (2400 account) and the half-cent parks sales tax fund (2800 account). Please see the attached resolution requesting City Council approval of the pick-up truck. If you have any questions, comments or concerns regarding this matter, feel free to contact me at 646-3635.

**RESOLUTION**

**R22-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO PURCHASE A HEAVY DUTY, 1½ TON 2023 CHEVROLET SILVERADO HEAVY DUTY TRUCK FOR \$80,266**

WHEREAS, the State of Missouri bid price for a heavy duty, 1½ ton 2023 Chevrolet Silverado truck is \$80,266; and

WHEREAS, the city desires to purchase this replacement truck as per the specifications of the State of Missouri bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to purchase a heavy duty, 1½ ton 2023 Chevrolet Silverado truck for \$80,266.

Passed this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk



2244 S. Kingshighway, St. Louis, Missouri 63110  
 (314)772-1400 (314)772-1022 Fax  
[dave@donbrownchevrolet.com](mailto:dave@donbrownchevrolet.com)

ATTN: City of Maplewood  
 Toney Lewis

DATE: 06/27/22

## QUOTE

	DESCRIPTION		TOTAL
	<b>MoDOT Contract # IFB605CO22000068</b>		
1	2023 Chevrolet Silverado 5500MD Reg Cab Chassis-Cab DRW 60" CA 2WD White in Color Item #13	\$42,723.00	\$42,723.00
1	Option 5N5 - Back-up Camera Calibration	\$72.00	\$72.00
1	Option K05 - Engine Block Heater	\$97.00	\$97.00
1	Option A31 - Power Windows	\$290.00	\$290.00
1	Option DPN - Outside heated power-adjustable vertical trairling, upper glass, manual folding & extending mirrors	\$345.00	\$345.00
1	Knapheide Quote SS00000369	\$36,739.00	\$36,739.00
	Knapheide Option 1	\$2,906.00	\$0.00
	Knapheide Option 2	\$1,570.00	\$0.00
			\$0.00
	*This pricing could change		\$0.00
			\$0.00
			\$0.00
<b>GRAND TOTAL</b>			<b>\$80,266.00</b>

If you should have any questions, please don't hesitate to give me a call. Thank you!

\_\_\_\_\_  
 Customer Approval

\_\_\_\_\_  
 Dave Helterbrand  
 Fleet Department Manager

*This quote is good for 30 days*

The strongest, most capable Silverado HD ever is ready to take on the toughest jobs you've got.

**445** (undefined)

Max avail. Hp

**910 lb-ft.** (undefined)

Max avail. torque

**36,000 lbs.** (18)

Max avail. trailering

**83.5 cu. ft.** (undefined)

Max avail. cargo

Build & Price

Silverado HD

## Chassis Cabs and Cutaways



**2022 Silverado 3500 Chassis Cab** Starting at \$36,600<sup>(2)</sup>

Capable. Customizable. Connected. Silverado 3500 Chassis Cab has the power to do it all.



# INTEROFFICE MEMORANDUM

---



To: Mayor and City Council  
From: Anthony J. Traxler, Assistant City Manager/Director of Public Works  
Date: August 3, 2022  
Subject: 2022 John Deere Mini Excavator

The Department of Public Works has two backhoes and needs to replace its 1995 JCB backhoe due to numerous mechanical issues, including hydraulic system failures. In lieu of utilizing this machine when it was down, the department rented a mini excavator which cut staff time down for site restoration of sewer lateral repairs and park excavations in Deer Creek Park. A mini excavator is also approximately half the cost of a new backhoe. Therefore, staff recommends replacing the 1995 JCB backhoe with a mini excavator. The attached quote is a State of Missouri bid price (represents reasonable reduced rate for municipalities in the State of Missouri) for a 2022 John Deere mini excavator for \$60,970.

Funds for the mini excavator will be split 75% from the half-cent capital improvements sales tax fund (2400 account) and 25% from the half-cent parks sales tax fund (2800 account). Please see the attached resolution requesting City Council approval of the mini excavator. If you have any questions, comments or concerns regarding this matter, feel free to contact me at 646-3635.

**RESOLUTION**

**R22-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO PURCHASE A 2022 JOHN DEERE MINI EXCAVATOR FOR \$60,970

WHEREAS, the State of Missouri bid price for a 2022 John Deer mini excavator is \$60,970; and

WHEREAS, the city desires to purchase this mini excavator as per the specifications of the State of Missouri bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to purchase a 2022 John Deere mini excavator for \$60,970.

Passed this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikyln Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikyln Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk



**JOHN DEERE**

Customer Purchase Agreement/Commitment to Lease for  
John Deere Construction, Utility and Forestry  
Products and Compact Construction Equipment - US  
("Purchase Agreement")

PA#

PA Revision#

08997582

Original

Customer Name: CITY OF MAPLEWOOD

<b>PURCHASER NAME AND ADDRESS (First Signer)</b>			
NAME(First, Middle, Last) CITY OF MAPLEWOOD			
STREET or RR 7601 MANCHESTER RD			
CITY MAPLEWOOD	STATE MO	ZIP CODE 63143	COUNTY St. Louis
PHONE NUMBER 314-645-3600	EMAIL ADDRESS		
REWARDS # 993350453			
<b>PURCHASER NAME AND ADDRESS (Second Signer)</b>			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

<b>DEALER NAME AND ADDRESS</b>			
DEALER NAME McCoy Construction & Forestry		Dealer Account No. : 176619	
STREET or RR 200 Erb Industrial Drive			
CITY Fenton	STATE MO	ZIP CODE 63026	Phone Number 636-349-0200
Date Of Order: Jul 12, 2022			
Dealer Order No.: 05555123		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 1 Commercial		MARKET USE CODE: 17 General Utility	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline		LOCATION OF FIRST WORKING USE : Use County ST. LOUIS COUNTY	Use State/Province MO	COUNTY CODE 189									
(Initials)		(Initials)											
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		(Initials)											
QTY	W	M	D	T	Z	M	R	T	Other	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x									2022 JOHN DEERE 35G Compact Excavator Stock # 250978	0	1FF035GXTNK298143	\$ 60,970 00
1	x									BYT10966 18 in. (457 mm) Heavy Duty Bucket; 2.8 cu. ft. (0.080 cu. m) (4 Teeth Included)	0		\$ 0 00
1	x									BYT10967 24 in. (610 mm) Heavy Duty Bucket; 4.0 cu. ft. (0.11 cu. m) (4 Teeth Included)	0		\$ 0 00
1	x									BYT10962 12 in. (305 mm) Heavy Duty Bucket; 1.33 cu. ft. (0.038 cu. m) (3 Teeth Included)	0		\$ 0 00
1	x									BYT11548 Hydraulic Gray Clamp	0		\$ 0 00
1										+ Extended Warranty : Extended Warranty, 35G, Power Train And Hydraulics, 2500 Total Hours or 48 Total Months, \$0 Deductible		2021272463	
												(1) TOTAL CASH PRICE	\$ 60,970 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT	
COMMENTS:				(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
				(4) BALANCE	\$ 60,970 00
				(6) EST. SERVICE AGREEMENT TAXES	\$ 0 00
				(6) SUBTOTAL	\$ 60,970 00
				(7) RENTAL APPLIED	\$ 0 00
				(8) CASH WITH ORDER	\$ 0 00
				(9) BALANCE DUE (6-(7 & 8))	\$ 60,970 00

Quote Id: 25973532

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Prepared For:  
**CITY OF MAPLEWOOD**

The one we  
would get will be  
CLOSED  
CAB.



Prepared By: **BRENDAN KERTZ**  
McCoy Construction & Forestry  
200 Erb Industrial Drive  
Fenton, MO 63026  
Tel: 636-349-0200  
Fax: 636-349-4426  
Email: [brendankertz@mccoycf.com](mailto:brendankertz@mccoycf.com)

Date: 26 January 2022

Offer Expires: 28 February 2022

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*Confidential*

# INTEROFFICE MEMORANDUM

---



To: Mayor and City Council  
From: Anthony Traxler, Assistant City Manager/Director of Public Works  
Date: July 29, 2022  
Subject: 2023 Community Development Block Grant Application

The City of Maplewood is eligible to receive \$64,000 in Community Development Block Grant Funds which should be available in summer/fall 2023. A public hearing will be held at the August 9, 2022 Council meeting where the public will have a chance to provide their comments on how these funds should be spent. A list of recent allocations is attached for your review.

The County has asked us to limit our application to no more than 2 activities. A map showing the eligible areas of the city (eligible areas of the city are green on the map) for specific improvements such as parks or sidewalks along with a form listing all of the eligible activities are attached for your review.

Because the home improvement and subsistence payment activities are based solely on income eligibility and not location, these activities are the best choices to ensure the residents in greatest need are the ones receiving the funds. Therefore, staff recommends the below allocations.

- A. **Home Improvement Loan Program** - (\$54,000) – All of our available funds are committed to active cases. Maximum grant amount is \$5,000 per case. We have 16 people on the waiting list but this does not represent the true need. The last time we placed an article in the Maple Leaf Newsletter, 53 applicants applied immediately after the article ran.
- B. **Subsistence Payments** – (\$10,000) - The County attempted to allocate the subsistence funds from 2022 for rental assistance but there were other grant programs offering rental assistance to area residents so this was unsuccessful. However, they had numerous requests for utility assistance. Therefore, the County is recommending subsistence payments be sent to Heat Up St. Louis to provide utility assistance for participating municipalities.

Please review the eligible activities and attached resolution. Because we do not have a second meeting in August scheduled, a decision on which activities the City Council approves will need to be made at the August 9<sup>th</sup> Council meeting unless a second meeting is held.

Please do not hesitate to contact me at (314) 646-3635 if you have any questions, comments or concerns on this matter.

**RESOLUTION**

**R22-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2023 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO THE ST. LOUIS COUNTY OFFICE OF COMMUNITY DEVELOPMENT.

WHEREAS, the City of Maplewood is eligible to receive funds in the amount of \$64,000 from the Community Development Block Grant Program; and

WHEREAS, the City of Maplewood has participated in the Community Development Block Grant Program since its inception; and

WHEREAS, the City of Maplewood held a public hearing on Tuesday, September 9, 2022 in the City Hall Council Chambers to hear citizens' comments on the proposed use of the community development 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 the 2023 Community Development Block Grant application 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 the 2023 Community Development Block Grant funds.

Passed this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikyln Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikyln Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

**St. Louis County Department of Human Services  
Office of Community Development  
Community Development Block Grant (CDBG) OVERVIEW**

**WHAT IS CDBG?**

The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- to moderate-income persons.

**NATIONAL OBJECTIVES**

All activities funded by the CDBG program must meet one of the following National Objectives:

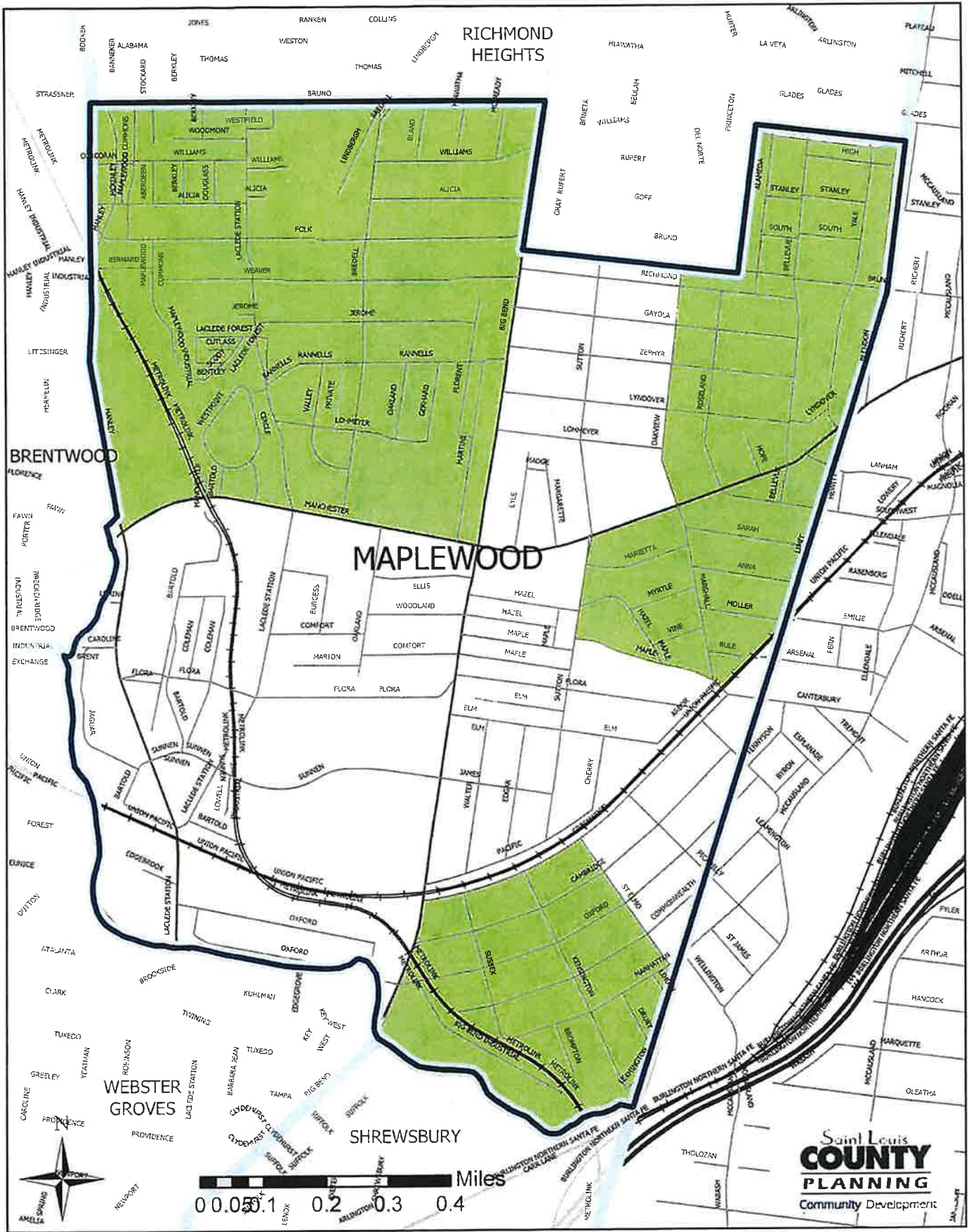
1. Primarily benefit low- and moderate-income residents.
2. Eliminate slums and blight.
3. Alleviate urgent, serious, and critical community needs that are of recent origin.

**ELIGIBLE ACTIVITIES**




- **Infrastructure & Public Facilities Improvements** - Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, such as streets, sidewalks, parks, water and sewer facilities, sanitary sewers, neighborhood centers, parking lots, fire stations, and ADA accessibility enhancements.
- **Clearance Activities** - Clearance, demolition, and removal of buildings.
- **Public Services** - Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, utility payments, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government. Due to federal restrictions, no more than 15 percent of a municipal allocation may be designated for public service activities without prior Office of Community Development approval. Examples of public services include crime awareness, youth services, neighborhood cleanups, and subsistence payments (rental/utility assistance).
- **Rehabilitation & Preservation Activities** - CDBG funds may be used to finance the rehabilitation of:
  - Privately owned buildings and improvements for residential purposes.
  - Low-income public housing and other publicly owned residential buildings and improvements.
  - Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvements to the exterior of the building and the correction of code violations.
  - Nonprofit-owned nonresidential buildings and improvements.

**INELIGIBLE ACTIVITIES**

- Improvements to buildings used for conduct of government such as a city hall.  
Exceptions: Police/fire stations, community centers, ADA improvements to government buildings.
- General government expenses such as regular trash pickup.
- Political activities such as campaigns, voter registration drives.
- Activities that support religious worship or proselytizing.



**Low to Moderate Income (LMI) by Census Block Group**  
**City of MAPLEWOOD**  
 Office of Community Development, St. Louis County Department of Planning, March 2019

-  Municipal Boundary
-  0-50% Low-to-Moderate-Income
-  >51% Low-to-Moderate-Income

# INTEROFFICE MEMORANDUM

---



To: Mayor & City Council  
From: Anthony J. Traxler, Assistant City Manager/Director of Public Works  
Date: August 3, 2022  
Subject: St. Louis County Municipal Parks Grant Commission – Central Park Improvements

The Public Works Department is in the process of applying for the above grant for improvements to Central Park and has been soliciting public comment for weeks. The public comment period for this project is scheduled to close on August 7<sup>th</sup>. Therefore, estimated project costs are not available at this time. However, the City can apply for a grant up to \$410,000 and it appears from a preliminary estimate (copy attached), the playground will cost approximately \$365,000. The grant will only require a 5% city match which is considered a minimal match for grant opportunities.

Please see the attached resolution requesting authorization to submit the grant application which is due on August 26, 2022. If you have any questions or comments on this matter, feel free to contact me at 646-3635.

**RESOLUTION**

**R22-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION AND SIGN ALL DOCUMENTS NECESSARY FOR A GRANT FROM THE MUNICIPAL PARKS GRANT COMMISSION OF ST. LOUIS COUNTY FOR IMPROVEMENTS TO CENTRAL PARK.

WHEREAS, an application will be made to the Municipal Park Grant Program in the County of St. Louis for a grant-in-aid for some or all the costs of the project, reimbursable by the Commission upon completion by the City; and

WHEREAS, a project proposal will be prepared and submitted to the Municipal Park Grant Commission; and

WHEREAS, the City Council hereby authorizes the City Manager to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Park Grant Commission; and

WHEREAS, if a grant is awarded, the City of Maplewood will enter into an agreement or contract with the Commission regarding said grant and the City of Maplewood will be required to provide 5% matching 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 an application and sign all documents necessary for a grant from the Municipal Parks Grant Commission of St. Louis County for improvements to Central Park. The City of Maplewood will provide matching funds for 5% of the total project costs.

Passed this 9<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk



**Budgetary Quote Only  
Playpower. LT, Farmington, Inc**

PO BOX 204713, Dallas, TX 75320-4713  
Telephone: (314) 800-5101 / (866) 701 9787 Fax: (573) 701 9312  
E-mail: stevev@allinclusiverec.com

**Proposal submitted to:** Jason Watkins  
City of Maplewood Public Works  
7601 Manchester Road  
Maplewood, MO 63143  
Cell - (314)814-0142  
[j-watkins@cityofmaplewood.com](mailto:j-watkins@cityofmaplewood.com)

**3/9/2022**

**Job Name:**  
Central Park Replacement/Expansion

**Job Location:**  
Central Park

**Quotation #:** SW022522-532  
**Client P.O #:** \_\_\_\_\_

**Ship To:** Jason Watkins  
City of Maplewood Public Works  
7601 Manchester Road  
Maplewood, MO 63143  
Cell - (314)814-0142  
[j-watkins@cityofmaplewood.com](mailto:j-watkins@cityofmaplewood.com)

**Ship to:**

Ref. No.	Description	Total Price
	<b><u>Little Tikes Commercial Playground</u></b>	
	5-12 Playground	\$167,678.00
	2-5 Playground	
	Grand Strand Net Climber	
	Tot Builders Silly Tree	
	ZoomTwist Duplex	
	30X40X12 Hip Shade	
	Structure	
	6' Benches X 5	
	Trash Recepticals X 6	
	46" Square Table - Diamond Design	
	<b>Poured-in-Place Safety Surfacing</b>	
	<b>Total of 5887 sf at various thickness to cover CFH</b>	<b>\$ 79,000.00</b>
	<b>Site Work &amp; Installation</b>	
	<b>Includes:</b>	
	Demo and excavate area to needed sub grade	\$119,000.00
	Curbs, slab for picnic area, rock base	
	Equipment Installation	

Approx 500 lf of 6"x12" curbs  
 Approx 7850 sqft of rock base  
 Approx 10x20 slab for picnic table area.  
 Approx 6x10 entry sidewalk

Total \$365,678.00

**\*\* Items not included in Budget Quote**

Tree Removal  
 Site Security

<b>Prices:</b>	Quotation good for <b>thirty (30) days.</b>
<b>Taxes:</b>	Not included (Tax Exemption Certificate Required)
<b>Ship:</b>	Minimum twelve weeks from date of order.
<b>Deposit:</b>	50%
<b>Terms:</b>	Upon Credit Approval
<b>*Installation:</b>	Installation is optional and additional charges will be applied to the total price if required.

**Paperwork (PO's, Deposit Checks, Etc.) Should Be Made Out to  
 Playpower LT Farmington Inc, PO BOX 204713, Dallas TX,75320471**

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

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

**Date of Acceptance:** \_\_\_\_\_

**Terms:**

1. ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Any alterations or deviations from the above will be executed only upon written orders and will become an extra charge over and above the estimate.
2. "I/We understand that all accounts are payable to All Inclusive Rec LLC according to the terms shown on each invoice, and if not paid on or before said date, are then delinquent. I/We agree to pay any and all service charges added each month to past due invoices. Terms are Net 30 days upon delivery with approved credit. All charges are due and payable in full at - All Inclusive Rec, P.O Box 72, Farmington, MO 63640, unless notified in writing to the contrary. To the extent the terms and conditions of any purchase order/contract and/or any purchase order/contract confirmations are inconsistent with the terms and conditions of this signed quote, the terms and conditions of this signed quote shall prevail
3. The above pricing (if more than one item) is based upon a package purchase. Any adjustments may be subject to a price revision.
4. Customer is responsible for the off-loading of the equipment unless otherwise agreed to and an accurate inventory should be taken at the time and any missing or damaged parts should be noted to the Driver. You have 60 days to report any missing or damaged parts to your sales representative. Truck Driver will not unload
5. I/We understand that all cancellations or return of any order(s) will result in restocking fees, related freight charges and or administration fees and are clients responsibility and I/We agree to pay any and all of the charges and fees
6. Installation quoted is based on normal soil conditions. Any abnormal underground obstructions or conditions will result in additional costs or fees.
7. Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
8. Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser

# INTEROFFICE MEMORANDUM

---



To: Mayor and City Council  
From: Anthony Traxler, Assistant City Manager/Director of Public Works  
Date: August 4, 2022  
Subject: Public Library Roof Tuckpointing

City staff and representatives from the Maplewood Public Library met in December 2021 to discuss water issues at the library. The City agreed to replace the roof, remove moldy drywall and flooring, replace a couple of damaged decorative windows, and tuckpoint the building. The City also offered to manage any capital projects the library intended to undertake, an offer that has always been open.

To date the City has replaced the roof (\$168,215 for roof, \$24,000 for scuppers), removed moldy drywall and flooring (except for a small test area) and ordered the windows (\$4,500). Once this tuckpointing is complete, the City will have fulfilled our commitment. However, the tuckpoint contractor stressed that painting (Add Option #3 - \$42,415) be completed shortly after the tuckpointing and not to wait for this work to be performed. City staff believes \$42,415 is excessive for painting the building but wants to ensure this project and the city's obligations are completed satisfactorily. Therefore, city staff will paint the building this fall. Estimated costs for the City to perform this work should be approximately \$20,000. Thus, we will save approximately \$22,415 by doing the painting in-house.

On July 14, 2022 a request for bids was placed in the St. Louis Countian seeking a contractor to tuckpoint the Maplewood Public Library. The request for bids was also mailed to the following companies: Stan Mauk Tuckpointing & Foundations, Midwest Tuckpointing Pros LLC and Leaf Tuckpointing Masonry Contractors.

Bids were publicly opened on August 1, 2022 and **one bid for \$29,860 from Staat Inc. Tuckpointing & Waterproofing (Staat Inc.) was received.** The bid is approximately 30% higher than anticipated but the other tuckpointing companies indicated that they could not bid due to labor issues.

Staat Inc.'s references were complementary. Therefore, staff recommends awarding the bid to Staat. Inc. The project should start in mid to late September and be completed (including staff painting) this fall.

Please see the attached resolution requesting City Council approval of Staat. Inc. If you have any questions, comments or concerns regarding this matter, feel free to contact me at 646-3635.

**RESOLUTION**

**R22-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID FROM STAAT INC. TUCKPOINTING & WATERPROOFING OF \$29,860 TO TUCKPOINT THE MAPLEWOOD PUBLIC LIBRARY BUILDING

WHEREAS, the current mortar at the Maplewood Public Library is deteriorating and the building needs to be tuckpointed; and

WHEREAS, proposals were duly advertised and publicly opened on August 1, 2022; and

WHEREAS, one responsive proposal from Staat Inc. Tuckpointing & Waterproofing for \$29,860 was received; and

WHEREAS, Staat Inc. Tuckpointing & Waterproofing's references were complementary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AS FOLLOWS: The City Manager is hereby authorized to approve the proposal of Staat Inc. Tuckpointing & Waterproofing to tuckpoint the Maplewood Public Library in the amount of \$29,860.

Passed this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of February 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk



DATE: 8/1/2022

Tel 314-743-0669

PROJECT: Maplewood Library – 7550 Lohmeyer Ave.

Fax 314-743-0671

## Exterior Stone Tuckpointing & Precast Patching

### Scope of Work and Bid Proposal

By: Staat Tuck-pointing & Waterproofing

We are pleased to submit our bid for the work outlined below, according to plans, specifications and clarifications noted hereafter:



### Base Bid

- Mobilize and place minor protection as needed. Based on performing work using hydraulic lifts. We will place plywood in wheel paths. Staat not to be held liable for concrete or landscaping repairs. If anything unable to have lift travel or an allowance needs to be determined, that will need to be worked out ahead of acceptance.
- We have included to misc. tuckpoint all visually open mortar joints. Based on cutting relief joints with electric grinders equipped with vacs and Hepa filters to comply with Osha silica requirements, followed by using electric chisel point demo hammers to remove the mortar joints to a ¾"-1" depth. Prep and repoint with Type N mortar and aggregate to match existing style, texture and color as close as we can. Allow cure and wash with detergent to remove surface smears.
- We are including to demo, prep and patch up to 160 sf of precast features NTE 2-1/2" in depth. Demo, prep and patch with polymer-modified repair mortar per manufactures and industry standards. Allow cure and touch up patch areas with paint provided by owner. (It is not possible to know exactly how much repair is need on painted substrates. If additional repairs needed – Use a unit cost of \$106.00 per additional sf)

**Staat Inc.**

Masonry Restoration Proposal

ph: 314-580-6100



- See Add Options Below for potential additional work needed.
- Immediate work area to be left clean with waste removed from site.

**Base Bid Cost: \$29,860.00**

**Add Option #1: \$5,640.00** – To weatherproof and beautify the exterior sides (concrete and cmu) of the vertical walls at main entry. Includes silicone caulking on top edges and standard colored Dow All Guard breathable water-based silicone coating.

**Add Option #2 - \$29,440.00** - To pressure clean and seal all exterior façade and entry stone with Prosooco water-based natural Stone treatment clear sealer per manf. recommendations.

**Add Option #3 - \$42,415.00** – To pressure clean and two (2) coat all façade precast with standard colored Dow All Guard breathable water-based silicone coating per manf. recommendations.

**Add Option #4 - \$31,980.00** – Prep and re-caulk all façade window and door perimeters as well as the stone panels on the front retaining walls with standard colored high grade sealant matching existing product. (urethane where urethane or silicone where silicone)

- No stone or lintel replacement included in cost.
- No metal flashing or coping, window repair or replacement, roofing, etc. included.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXCLUSIONS:**

We exclude any work (ex: furnishing, installing, structurally supporting...) with the following items

- Flashing repair or replacement
- We exclude any premium time or shift work to meet or maintain the job schedule or meet project completion dates
- This proposal does not include the cost of engineering, drawings or permits.
- Water and Electric by owner
- No abatement included
- No MBE partition in the above pricing

**Any orientations and badging to be paid for by others**

**- This proposal excludes any and all time delays and cost increases arising from or related to the COVID-19 virus and any government or third party action in response thereto.**

**Staat Inc.**

Masonry Restoration Proposal

ph: 314-580-6100



AN ORDINANCE AMENDING CHAPTER 34, ARTICLE IV. – OFFENSES AGAINST PERSONS OF THE MAPLEWOOD CODE OF ORDINANCES BY AMENDING CHAPTER 34 – OFFENSES, ARTICLE VI. – OFFENSES AGAINST PUBLIC PEACE, SEC. 34-171. HATE OFFENSES.

WHEREAS, the Missouri State Legislature has enacted RSMo § 557.035 providing for enhanced penalties for certain crimes motivated by the race, color, religion, national origin, sex, sexual orientation, or disability of the victim or victims; and

WHEREAS, the Maplewood City Council has an ordinance providing for the charge of a hate crime but such ordinance does not provide for enhanced penalties for such crimes; and

WHEREAS, the Maplewood City Council finds that it would be in the best interests of the City to amend its hate crimes ordinance to provide for enhanced penalties for those found guilty of the commission of certain crimes motivated by the race, color, religion, national origin, sex, sexual orientation, gender identity, or disability of the victim or victims.

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

Section I. Chapter 34, Article VI, Sec. 34-171. Hate offenses is hereby amended as follows:

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Disability* means a physical or mental impairment which substantially limits one or more of a person's major life activities, being regarded as having such an impairment, or a record of having such an impairment.

*Gender identity* means the gender-related identity, appearance, mannerisms or other gender-related characteristics of an individual, with or without regard to the individual's designated sex at birth.

*Sexual orientation* means ~~an individual's real or perceived heterosexuality, homosexuality or bisexuality~~ **male or female heterosexuality, homosexuality or bisexuality by inclination, practice, identity or expression, or having a self-image or identity not traditionally associated with one's gender.**

(b) *Hate offenses.* Any violation of sections 34-95 (assault), 34-96 (harassment), 34-127 (damaging property), 34-128 (trespass), 34-131 (institutional vandalism), ~~and~~ 34-165 (peace disturbance), **and 34-200 (weapons)** that is knowingly motivated because of race, color, religion, national origin, sex, sexual orientation, gender identity or disability of the victim or victims shall also be classified as a hate offense punishable as a violation under this section.

**(c) Any person, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalty provided in Chapter 1, Section 1-11 of the Code of Ordinances of the City of Maplewood, but in no event shall the penalty be less than \$500.00.**

Section II. This ordinance shall take effect and be in force from and after its passage and approval as provided by law.

Passed this \_\_\_\_ day of \_\_\_\_\_, 2022

Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, City Clerk

Approved this \_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen R. Scheidt, City Clerk

# INTEROFFICE MEMORANDUM

---

TO: Michael Reese, City Manager

FROM: Assistant Fire Chief Matthew Wilcox

DATE: August 2, 2022

RE: Rescue Boat for the Fire Department

Sir:

The Maplewood Fire Department is requesting a budget amendment for the purchase of a swift water rescue boat. The events from last week demonstrate flooding is a real concern in the City of Maplewood. For the past two years, Maplewood Fire Department has attempted to partner with the City of Brentwood Fire Department after Brentwood purchased a boat for flood response efforts. With flood events on the rise, we need to better prepare our response capabilities for our residents.

Historically we have tried to work with our mutual aid partners for boat resources, however their boating equipment is not always available in a timely manner. Furthermore, as expected, these resources prioritize incidents in their own municipalities and districts over mutual aid to our City. Members of the Maplewood Fire and Police Department entered fast moving water on foot to rescue many people last week. The Fire Department currently has 7 members trained as swift water technicians, 3 of whom are also trained as boat operators. Possession of a boat will improve the efficiency and safety of response efforts for our residents as well as the members of our department.

When conducting a rescue or evacuation, the swift water technician enters the water, carrying with them a personal floatation device for the victim. The technician then must bring the victim back through the fast-moving water which is very dangerous to not only the victim but also the swift water technician. Use of a boat in this scenario allows the technician to safely approach the victim, pull them into the boat from a safe platform, and safely bring them back to shore with very little risk to the swift water technicians or the victim. A boat also increases the speed in which we can rescue victims, resulting in more lives saved.

Historically, use of a boat through mutual aid partners takes roughly 60 minutes from the time the request goes out to the team entering the water. On Tuesday, July 26, 2022, Maplewood Fire Department requested aide from Strike Team 5 Urban Search and Rescue based in Franklin and

Jefferson County. Due to extensive flooding in the region from this storm, all neighboring boats and resources in the St. Louis County area were occupied, requiring the mutual aid request outside our region.

This is not a new problem for the City of Maplewood; since 2008, we have responded to over 30 swift water calls within the city limits. Flooding events continue to increase in magnitude and severity, justifying increased numbers of certified swift water rescue technicians within the fire department. Currently, each crew has two swift water rescue technicians, with plans to add a third. The recent growth and development in Maplewood and neighboring cities has reduced the ability for water to effectively run off during severe storms. Black Creek, Deer Creek, and MSD overflow tunnels along Laclede Station are unable to sufficiently drain quickly, resulting in flooding such as last week. Possession of a rescue boat will make a huge impact on the response capabilities of the Maplewood Fire Department during flooding events. This boat will save residents' lives once in service as well as protect the lives of the members of Maplewood Fire Department conducting the swift water rescue mission.

I request that the funds be appropriated to Account 32-0000-70010 ½ Cent Fire Tax Capital Outlay, which shall be used to purchase the items listed below.

- Boat \$5,500.00
- Motor \$6,000.00
- Trailer \$4,000.00
- Equipment \$2,500.00
  - PFD's
  - Throw Ropes
  - Carabiners
  - Box Light
  - Horn
  - Glow Sticks

TOTAL \$ \$18,000.00

Respectfully,

Matt Wilcox  
Assistant Fire Chief

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING THE BUDGET FOR THE CITY OF MAPLEWOOD, MISSOURI, FOR THE FISCAL YEAR BEGINNING JULY 1, 2022 THROUGH JUNE 30, 2023.

WHEREAS, the City has additional revenue that was not previously appropriated in the 2022-2023 Budget and such revenue has been kept in the Fire Sales Tax Fund as part of the City's reserves; and

WHEREAS, the City Council would like to appropriate a portion of the fund's additional revenue;

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

Section 1. The City Council hereby appropriates additional revenue and amends the 2022-2023 Fire Sales Tax Fund Budget as follows:

The Capital Outlay for a Swiftwater Boat, Motor, Trailer, and Boat Equipment and line item 32-0000-70010 is increased by \$ 18,000.00 from \$0 to \$ 18,000.00.

Section 2. This ordinance shall be in full force and effect fifteen (15) days after its passage and approval.

Passed this 13<sup>th</sup> day of September 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 13<sup>th</sup> day of September 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

# INTEROFFICE MEMORANDUM

---



To: Mayor and City Council  
From: Anthony J. Traxler, Assistant City Manager/Director of Public Works  
Date: August 4, 2022  
Subject: No Parking – 2900 Block of Bartold Avenue, West Side of Street

Attached is an ordinance that prohibits parking on the west side of Bartold Avenue in the 2900 block (see attached location map). Sunnen Products requested this no parking zone be created due to issues the adjacent car dealership is creating when their inventories are high. This area abuts Sunnen Products, specifically a loading/delivery area off of Bartold Avenue that has experienced issues with the adjacent car dealership parking vehicles that can block their loading/delivery area.

Staff is familiar with this area and how it can become congested at times and recommends approval of the attached ordinance. If you have any questions, comments or concerns regarding this matter, feel free to contact me at 646-3635.

**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING THE MAPLEWOOD CODE OF ORDINANCES, CHAPTER 50, TRAFFIC AND MOTOR VEHICLES, SECTION 50-243, OTHER PROHIBITIONS ON PARKING, BY AMENDING BARTOLD AVENUE, 2900 BLOCK, WEST SIDE OF STREET

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

Section I. Section 50-243, Other Prohibitions on Parking, Bartold Avenue, 2900 Block, is amended to add the following language: Bartold Avenue, 2900 Block - No parking west side of street.

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

Passed this 13<sup>th</sup> day of September 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 13<sup>th</sup> day of September 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk



No Parking Area 

# INTEROFFICE MEMORANDUM

---



To: Mayor and City Council  
From: Anthony Traxler, Assistant City Manager/Director of Public Works  
Date: August 1, 2022  
Subject: Program Agreement – Greenwood Boulevard

Attached is an ordinance authorizing the City Manager to approve the attached program agreement for the Greenwood Boulevard STP-9901 (667) Project. This project consists of the complete reconstruction of Greenwood Boulevard from Sussex Avenue to Canterbury Avenue and the installation of ADA compliant sidewalk ramps at all intersections. The project will be constructed simultaneously with the Great Rivers Greenway pedestrian trail project. The City will be responsible for 20% of the total project costs with MODOT paying the remainder. It is anticipated that construction for this project will start in April 2025.

Please review the attached ordinance and program agreement. Feel free 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-9901 (667), TIP #7191-23, 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-9901 (667) TIP #7191-23, Greenwood Boulevard.

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

Passed this day of September 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this day of September 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

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

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

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

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

WITNESSETH:

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

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

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

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

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

Reconstruct Greenwood Boulevard and upgrade sidewalks

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

(2) LOCATION: The contemplated improvement designated as Project STP-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

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States

Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,400,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs

associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-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.

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

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

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice

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

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

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

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

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

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

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

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

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

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

- (A) To the City:  
7601 Manchester Road  
Maplewood, MO 63143
- (B) To the Commission:  
1590 Woodlake Drive  
Chesterfield, MO 63017

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

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

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

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

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

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

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

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

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

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

City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

Executed by the City on \_\_\_\_\_(DATE).

Executed by the Commission -----(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:

\_\_\_\_\_

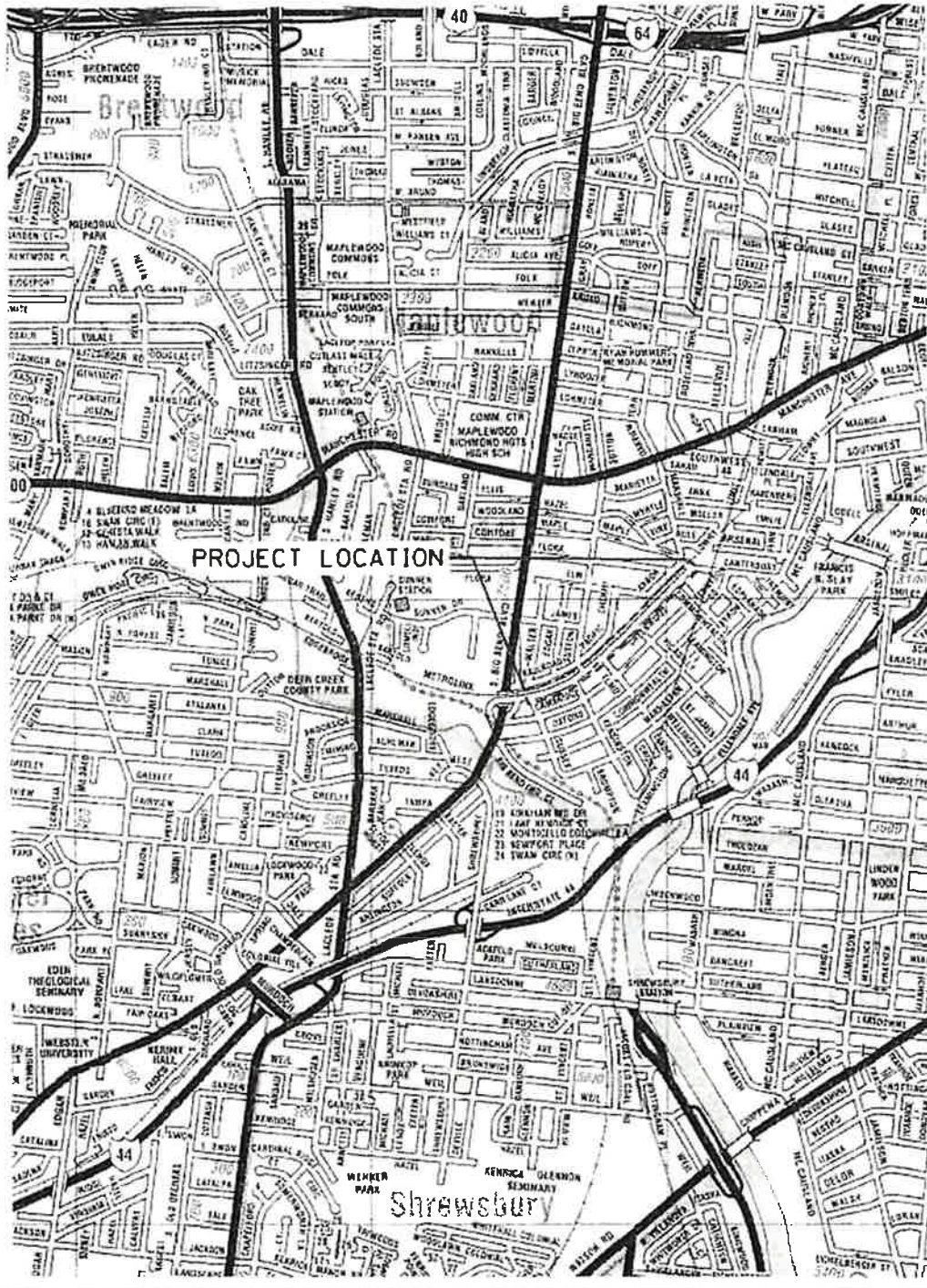
By \_\_\_\_\_

Commission Counsel

Title \_\_\_\_\_

Ordinance No: \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STP-9901(667) Greenwood Boulevard

<b>PROJECT DEVELOPMENT SCHEDULE</b>			
<i>Note: many stages can occur concurrently.</i>			
<b>Activity Description</b>	<b>Start Date (MM/YYYY)</b>	<b>Finish Date (MM/YYYY)</b>	<b>Time Frame (Months)</b>
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 <b>bold</b> text.			

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

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

## Exhibit C - Required Contract Provisions

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

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

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

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

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

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

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

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

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

# INTEROFFICE MEMORANDUM

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TO: Plan & Zoning Commission

FROM: Anthony Traxler, Assistant City Manager/Director of Public Works

DATE: July 7, 2022

RE: **Petition Number 2022-7**  
Review and recommendation for a conditional use permit to operate a music school at 2743 Sutton Boulevard & 7401 Hazel Avenue

## BACKGROUND

The subject property at 7401 Hazel Avenue is zoned CB Community Business District. The site, which supports a two-story brick structure at the corner of Hazel Avenue and Sutton Boulevard is currently vacant. The site has historically supported various retail uses, most recently C. Oliver Coffee and Flower Café.

Shock City School of Music opened at 2743 Sutton Boulevard (commercial suite immediately north of 7401 Hazel) in June, 2019. Shock City School of Music currently teaches a variety of musical instruments to students individually and in small groups. The owner of the music school is looking to expand her business to include 7401 Hazel Avenue which would allow her to have larger music lesson groups.

Dance schools with a maximum class size of 5 students is considered a permitted use in the CB District, however class sizes in excess of 5 students is considered a conditional use.

## ZONING REQUEST

The petitioner, Gen Lobonc Billhartz, is requesting a conditional use permit to expand the existing music school which currently operates at 2743 Sutton Boulevard to include 7401 Hazel Avenue.

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.

## PLAN & ZONING ISSUES

1. **Proposed Business Operations:** The music school would provide individual music lessons and small to medium group lessons, typically with 10 students and occasionally with as many as 15 students. The maximum allowable number of students will be capped

at 20. Any group lesson in excess of 15 students will be required to have a 15-minute gap between classes to allow for parking to clear between classes. Because group classes will exceed 5 students, the use requires a conditional use permit.

2. **Impact on Adjacent Properties:** The existing business has been operational for more than two years, although on a smaller scale, with no complaints. However, the space the music school is expanding into has historically supported the business operations of a variety of retail uses so the impact of this expansion, which will have its class sizes capped, should be minimal.
3. **Parking:** The site does not have off-street parking but there are several on-street parking spaces immediately adjacent to the site, eight (8) parking spaces directly across Hazel Avenue at Sutton Loop Park and ample on-street parking on Sutton Boulevard south of the site. The Marietta Parking lot is also approximately 350 feet from this location.

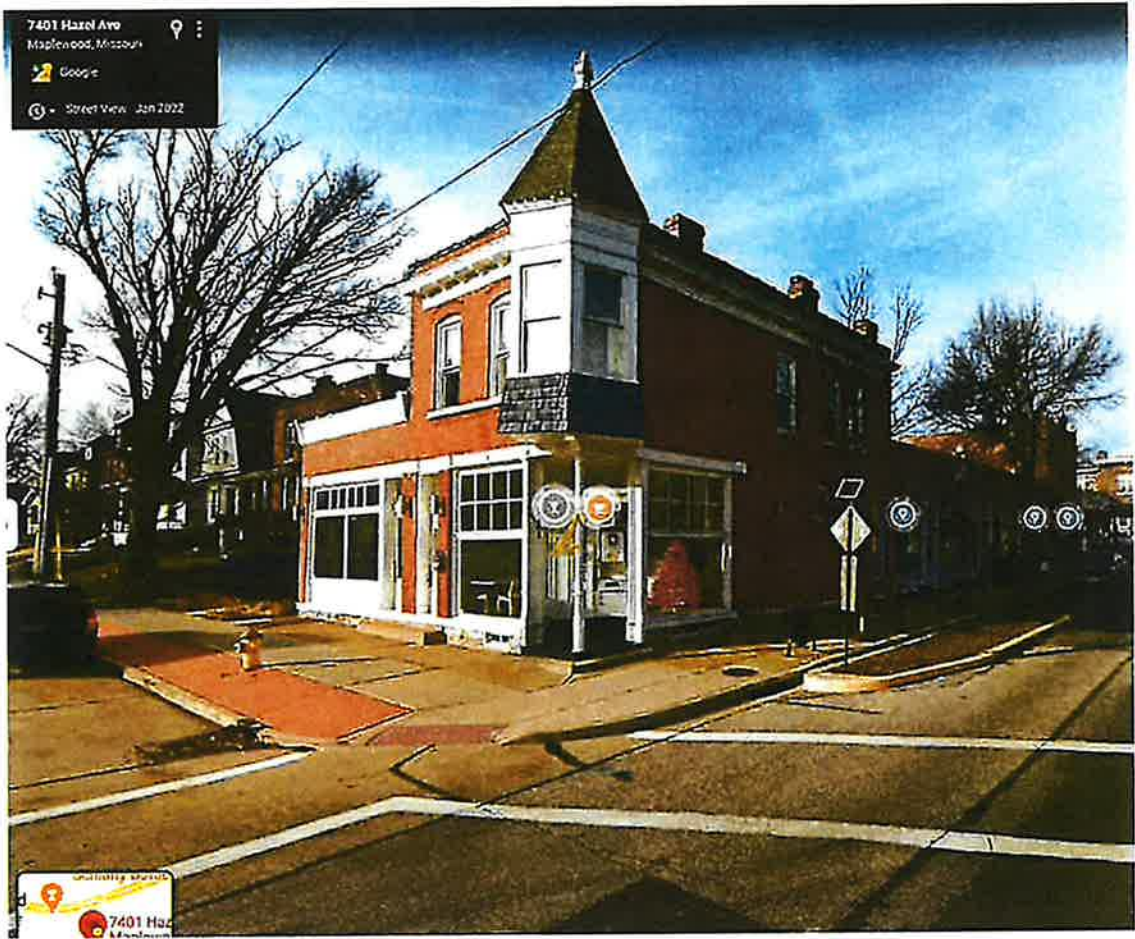
### **CONDITIONAL USE PERMIT STANDARDS FOR APPROVAL**

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 56-877b, 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 should be compatible with adjacent and surrounding properties.
- 2) The site is located within a commercial district and has historically supported other retail uses, restaurants and office facilities.
- 3) There is ample on-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 allowing an existing business to expand its business operations and provide music lessons to the community and surrounding area.



7401 Hazel & 2743 Sutton

**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 ALLOW A MUSIC SCHOOL AT 2743 SUTTON BOULEVARD AND 7401 HAZEL AVENUE

WHEREAS, Shock City School of Music 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 music school; and

WHEREAS, the Plan and Zoning Commission recommended approval of this proposed conditional use permit at their July 14, 2022 meeting by a vote of 5 ayes, 0 nays, 2 absent; and

WHEREAS, the City Council will hold a public hearing on this conditional use permit petition at their August 9, 2022 Council meeting.

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

Section I. Shock City School of Music is hereby granted a Conditional Use Permit to allow a music school at 2743 Sutton Boulevard and 7401 Hazel Avenue.

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

- (A) Permitted Use – a music school subject to the following conditions.
  - 1) Music class sizes shall not exceed twenty (20) students.
  - 2) Music classes with more than fifteen (15) students must have a minimum of fifteen minutes between classes to allow for on-street parking to become available.
- (B) Architectural Standards/Sign Requirements: Any exterior changes to the building must be approved by the Design and Review Board prior to the issuance of a building permit.
- (C) 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 day of , 2022.

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this     day of     , 2022.

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

# INTEROFFICE MEMORANDUM

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To: Planning Commission  
From: Anthony Traxler, Assistant City Manager/Director of Public Works  
Date: July 28, 2022  
Subject: Petition Number #2022-08 – Request for a Conditional Use Permit to Expand Chateau Maplewood Restaurant/Wine Bar at 7326 Manchester Road to Include the Adjacent Suite at 7326 B. Manchester Road

## BACKGROUND

The subject property, 7326 B. Manchester Road is a small, vacant storefront that recently supported the business operations of Sweet Tooth Bakery. Chateau Maplewood has operated in the adjacent site (7326 Manchester Road) since October 2017 and plans to expand its business to include 7326 B. Manchester Road.

## ZONING REQUEST

The petitioner, Brian Hobbs of Chateau Maplewood, is requesting a Conditional Use Permit on the subject property to allow an expansion of its existing restaurant facility/wine bar.

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 property is zoned CB1 Community Business One District which allows restaurants with a Conditional Use Permit. The use is ideally suited to expand at this location which has historically supported retail facilities. Chateau Maplewood has successfully operated in the business district since October 2017.
2. **Parking:** The site is adjacent to the Marietta Parking lot and there is also adjacent on-street parking located on Manchester Road.
3. **Impact to Adjacent Properties:** The proposed expansion should have a positive impact on adjacent and surrounding properties. The proposed expansion, located within the heart of the City's business district, will increase pedestrian traffic within the district.

## **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 expansion is compatible with adjacent and surrounding properties.
- 2) The site historically supported retail facilities.
- 3) Ample parking is available to support the proposed use.
- 4) Suite B. is small which makes it difficult to attract and retain a business. Therefore, the proposed consolidation of storefronts should benefit the site which has historically experienced business turnover.

**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 BRIAN HOBBS OF CHATEAU MAPLEWOOD WINE BAR AND SHOP TO OPERATE A RESTAURANT FACILITY/WINE BAR WITH RETAIL SHOP AT 7326 MANCHESTER ROAD AND 7326 B. MANCHESTER ROAD

WHEREAS, Brian Hobbs of Chateau Maplewood Wine Bar and Shop 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 expand his existing restaurant facility/wine bar with retail shop at 7326 Manchester Road to include the adjacent suite at 7326 B. Manchester Road; and

WHEREAS, the Plan and Zoning Commission recommended approval of this proposed Conditional Use Permit at their August 1, 2022 meeting by a vote of 7 ayes, 0 nays; and

WHEREAS, the City Council held a public hearing on this conditional use permit at their September 13, 2022 Council meeting.

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

Section I. Brian Hobbs of Chateau Maplewood Wine Bar and Shop is hereby granted a Conditional Use Permit to operate a restaurant facility/wine bar with retail shop at 7326 Manchester Road and 7326 B. 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/wine bar with retail shop. Food sales must be a minimum of 40% of total sales for this business.
- (B) 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.
- (C) Exterior Storage of Materials: No outside storage of materials will be permitted.

Section III. The permittee shall, within 30 days, give written acceptance to the terms of this ordinance to the City Council.

Section IV. Conditional Use Ordinance #5863 is hereby repealed.

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

Passed this        day of        2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this        day of        2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, AMENDING ORDINANCE 5573, AS AMENDED, THE MAPLEWOOD CODE OF ORDINANCES, BY AMENDING SECTION 50-243, OTHER PROHIBITIONS ON PARKING, BY ADDING LYLE AVENUE, 2600 BLOCK, RESIDENT ONLY PARKING, WEST SIDE OF STREET, BEGINNING ONE HUNDRED TWENTY-TWO FEET NORTH OF THE MANCHESTER ROAD INTERSECTION AND ENDING ONE HUNDRED FORTY-TWO FEET NORTH OF THE MANCHESTER ROAD INTERSECTION

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

Section I. Ordinance 5573, as amended, the Maplewood Code of Ordinances, is hereby amended by amending Section 50-243, Other prohibitions on parking, by adding to the location, Lyle Avenue, resident only parking, west side of street, beginning one hundred twenty-two feet north of the Manchester Road intersection and ending one hundred forty-two feet north of the Manchester Road intersection.

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

Passed this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August, 2022

\_\_\_\_\_  
Nikylan Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MAPLEWOOD, MISSOURI, TO RE-ADOPT AND TO ESTABLISH AND MAKE PUBLIC A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

Section I. Declaration of Policy. The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City. Terms used herein shall have the meanings ascribed to them in Section 105.450, R.S. Mo. (as amended).

Section II. Conflicts of Interest. The Mayor or any member of the City Council who has a substantial personal or private interest in any measure, bill, order or ordinance shall disclose on the records of the City Council the nature of their interest and shall disqualify themselves from voting on any matters relating to this interest. Substantial personal or private interest is defined as ownership by the individual, their spouse or dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity or other compensation or remuneration of \$5,000 or more per year from any individual, partnership, organization or association within a calendar year.

Section III. Disclosure Reports. Each elected official of the City and the City Manager shall disclose in writing the following information by May 1 if any such transactions were engaged in during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the City of Maplewood, other than compensation received as an employee or payment of any tax, fee or penalty due to the City of Maplewood, and other than transfers for no consideration to the City of Maplewood; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the City of Maplewood, other than payment of any tax, fee or penalty due to the City of Maplewood or transactions involving payment for providing utility service to the City of

Maplewood, and other than transfers for no consideration to the City of Maplewood.

- c. The City Manager also shall disclose by May 1 for the previous calendar year the following information:
  1. The name and address of each of the employers of the City Manager from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Missouri Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which he owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which he owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
  3. The name and address of each corporation for which the City Manager served in the capacity of a director, officer or receiver.

Section IV. Filing of Reports. Reports shall be filed with the City Clerk and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section V. When Filed. The financial interest statements required to be filed hereunder shall be filed at the following times, but no person shall be required to file more than one financial interest statement in any calendar year:

- a. Each person appointed to office shall file any statement required hereunder within thirty days of such appointment or employment;
- b. Every other person required to file a financial interest statement hereunder shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

Section VI. Filing of ordinance. The City Clerk shall send a certified copy of this ordinance on to the Missouri Ethics Commission within ten days of its adoption.

Section VII. Exclusion from Requirements of Sections 105.483 and 105.485, R.S.Mo. As provided in Section 105.485.4, R.S.Mo. (as amended) by the adoption of this Ordinance the City of Maplewood hereby excludes the City and its officers and employees from the requirements of Sections 105.483(11) and 105.485.2.

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

Passed this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikyln Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk

Approved this 9<sup>th</sup> day of August 2022

\_\_\_\_\_  
Nikyln Knapper, Mayor

Attest:

\_\_\_\_\_  
Karen Scheidt, City Clerk