



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
December 11, 2017  
6:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS
- E. APPROVAL OF MINUTES
  - 1. November 27, 2017 Regular session minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS
  - 1. Craig Hughes is nominated to the Traffic Commission as a fill in replacing Eva Creer's unexpired seat, by Councilmember Bwayne Smotherson
  - 2. Kathy Straatman is nominated to the Green Practices Commission as a fill in replacing Richard Juang's unexpired seat, by Councilmember Paulette Carr
  - 3. Rosalind Williams is nominated for reappointment to the Plan Commission by Councilmember Rod Jennings
- G. SWEARING IN to BOARDS & COMMISSIONS
  - 1. Kristin Sobotka to be sworn in to the Urban Forestry Commission.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)
- I. PUBLIC HEARINGS
  - 1. Liquor License - McKnight Place Assisted Living
  - 2. Liquor License - W Karaoke Lounge, 6655 Delmar Blvd.
- J. CONSENT AGENDA
- K. CITY MANAGER'S REPORT
  - 1. Griffin Family Foundation Award RE: K-9 Donation to the University City Police Department. (Informational – NO VOTE REQUIRED)
  - 2. Liquor License for McKnight Place Assisted Living (VOTE REQUIRED)
  - 3. Liquor License for the W Karaoke Lounge, 6655 Delmar Blvd. (VOTE REQUIRED)
- L. UNFINISHED BUSINESS
  - BILLS
    - 1. **Bill 9345** – AN ORDINANCE AMENDING CHAPTERS 100 AND 505 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI RELATED TO REGULATIONS FOR RIGHT-OF-WAY MANAGEMENT AND ENFORCEMENT REGULATIONS  
*(Right-of-Way Code Amendment relating to Telecommunications Facilities)*

2. **Bill 9346** – AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE ACKERT WALKWAY IMPROVEMENTS.
3. **Bill 9347** - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID FOR THE POSITION OF CITY MANAGER.

**M. NEW BUSINESS**  
*RESOLUTIONS*  
*BILLS*

1. **Bill 9348** – AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE PROVISION OF CODE ENFORCEMENT SERVICES – EXPLOSIVES CODE
2. **Bill 9349** – AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE ENFORCEMENT OF THE LAND DISTURBANCE CODE AS ADOPTED BY THE CITY OF UNIVERSITY CITY, MISSOURI

**N. COUNCIL REPORTS/BUSINESS**

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

1. City Clerk Appointment

*DISCUSSION AND VOTE*

*Requested by Councilmembers Carr and McMahon*

**O. CITIZEN PARTICIPATION (continued if needed)**

**P. COUNCIL COMMENTS**

**Q. ADJOURNMENT**

MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
November 27, 2017  
6:30 p.m.

**A. MEETING CALLED TO ORDER**

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, November 27, 2017, Mayor Shelley Welsch called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

In addition to the Mayor, the following members of Council were present:

Councilmember Rod Jennings  
Councilmember Paulette Carr  
Councilmember Steven McMahon  
Councilmember Terry Crow; *(excused)*  
Councilmember Michael Glickert; *(excused)*  
Councilmember Bwayne Smotherson

Also in attendance was Interim City Manager, Charles Adams, and City Attorney, John F. Mulligan, Jr.

**C. APPROVAL OF AGENDA**

Councilmember Smotherson requested that Felecia Hickman's reappointment to the Arts and Letters Commission be removed from tonight's agenda, as she can no longer fulfill this obligation.

Voice vote on approving the agenda as amended carried unanimously.

**D. PROCLAMATIONS**

**E. APPROVAL OF MINUTES**

1. November 13, 2017, Regular Session minutes were moved by Councilmember Jennings, it was seconded by Councilmember McMahon, and the motion carried unanimously.

**F. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. Kristin Sobotka is nominated to Urban Forestry as a fill-in replacing Theodore Smith's vacant seat, by Mayor Welsch, it was seconded by Councilmember Smotherson and the motion carried unanimously.
2. Kay Watts, Richard Massey, and Winifred Sullivan are nominated for reappointment to the Arts and Letters Commission by Councilmember Smotherson, it was seconded by Councilmember Carr and the motion carried unanimously.

**G. SWEARING IN TO BOARDS & COMMISSIONS**

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

**Joe Adams, 924 Wild Cherry Lane, University City, MO**

Mr. Adams, Missouri State Representative, stated his goal is to visit all of the municipalities in his district before starting the new session in January. He stated he would be filing three Bills this term; Healthcare for All; Human Trafficking, and one regarding trial procedures for police officer-related shootings. So he is available to answer any questions or concerns on these three, or any other topics, his constituents might have. Mr. Adams wished everyone a happy holiday and advised Council of the need to reverse the Chamber flag to ensure that it is on the left side of the audience.

Mayor Welsch thanked Mr. Adams for his advice.

**I. PUBLIC HEARINGS**

1. Zoning Code Text Amendment - Division 10 relating to Telecommunication Facilities (PC 17-14)

Mayor Welsch opened the Public Hearing at 6:36 p.m., and hearing no request to speak, the hearing was closed at 6:36 p.m.

**J. CONSENT AGENDA**

**K. CITY MANAGER'S REPORT**

**L. UNFINISHED BUSINESS  
BILLS**

1. **Bill 9340 - AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING MINIMUM REQUIREMENTS AND STANDARDS FOR THE USE OF EXPLOSIVES AND EXPLOSIVES MATERIALS TO PROTECT HEALTH, SAFETY AND WELFARE WITHIN THE CITY OF UNIVERSITY CITY, MISSOURI; PROVIDING FOR THE ISSUANCE OF PERMITS; MAKING OF INSPECTIONS; COLLECTION OF PERMIT AND INSPECTION FEES; AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF THROUGH THE ADOPTION OF THE EXPLOSIVES CODE OF THE COUNTY OF SAINT LOUIS, MISSOURI AS THE EXPLOSIVES CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI.** Bill Number 9340 was read for the second and third time.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Jennings.

Roll Call Vote Was:

**Ayes:** Councilmember Smotherson, Councilmember Jennings, Councilmember Carr, Councilmember McMahan, and Mayor Welsch.

**Nays:** None.

2. **Bill 9341** - AN ORDINANCE APPROVING A FINAL PLAT FOR A MAJOR SUBDIVISION OF A TRACT OF LAND TO BE KNOWN AS MAGNOLIA TOWNHOMES: DELMAR HEIGHTS LOTS 17, 18, AND 19 IN BLOCK 4 BOUNDARY ADJUSTMENT PLAT AND PART OF A 15 FOOT WIDE ALLEY IN BLOCK 4 OF DELMAR HEIGHTS. (*7634 Delmar Boulevard & 565 N. Central Avenue (PC 17-08)*). Bill Number 9341 was read for the second time.

Mayor Welsch noted that the correct pronunciation for the tract of land was Magnolia Townhomes, and Bill Number 9341 was read for the third time.

Councilmember Jennings moved to approve, it was seconded by Councilmember Smotherson.

Roll Call Vote Was:

**Ayes:** Councilmember Carr, Councilmember McMahon, Councilmember Smotherson, Councilmember Jennings, and Mayor Welsch.

**Nays:** None.

3. **Bill 9342** – AN ORDINANCE FOR THE PURPOSE OF ESTABLISHING MINIMUM REGULATIONS FOR CONTROLLING EROSION, AND SEDIMENT FROM LAND DISTURBANCE ACTIVITIES AT CONSTRUCTION SITES WITHIN THE CITY OF UNIVERSITY CITY, MISSOURI; PROVIDING FOR THE ISSUANCE OF PERMITS; MAKING OF INSPECTIONS; COLLECTION OF PERMIT AND INSPECTION FEES; AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF THROUGH THE ADOPTION OF THE LAND DISTURBANCE CODE OF THE COUNTY OF SAINT LOUIS, MISSOURI AS THE LAND DISTURBANCE CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI AS IT PERTAINS TO MAJOR LAND DISTURBANCE. Bill Number 9342 was read for the second and third time.

Councilmember Carr moved to approve, it was seconded by Councilmember McMahon.

Roll Call Vote Was:

**Ayes:** Councilmember McMahon, Councilmember Smotherson, Councilmember Jennings, Councilmember Carr, and Mayor Welsch.

**Nays:** None.

4. **Bill 9343** - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (*1000 block of Purcell*) Bill Number 9343 was read for the second and third time.

Councilmember Smotherson moved to approve, it was seconded by Councilmember Jennings.

#### Citizen's Comments

**Kenny Mosby, 1086 Colby Avenue, University City, MO**

Mr. Mosby stated as a result of the excessive rate of speed frequently exercised by motorists and constant vandalism, he and several of his neighbors have appeared tonight to request that Colby Avenue be closed. He stated that as required, they have appeared before the Traffic Commission and presented a petition with the appropriate number of signatures.

**John Clements, 1099 Colby Avenue, University City, MO**

Mr. Clements stated over the years he has seen his property value drop to almost half of its original value, which is not the fault of the residents who live on this block, but the negative elements that have crept into their neighborhood. Therefore, his belief is that a street closure would help to increase the value of their homes, protect the safety of residents and eliminate some of the vandalism that has occurred.

**Michelle Best, 1089 Colby Avenue, University City, MO**

Ms. Best expressed her support of Bill 9343, based on the reasons previously articulated by her neighbors.

**Alexander Harris, 1066 Colby Avenue, University City, MO**

Mr. Harris reiterated some of the previous comments in support of his request to restrict access to Colby Avenue.

Council's Comments

Councilmember Smotherson stated he spent some time on Colby and Purcell, and his observations revealed that Colby is being used as a cut-through; in spite of the sign which states "No Through Traffic," during designated times of the day, and that the five-block span of total isolation on the north and south sides of Etzel could be a contributing factor for some of the vandalism. So even though the recommendations of the Police Department, Fire Chief, and Public Works are not in agreement, he believes that when you put everything into perspective, this is an absolutely valid request.

Councilmember Jennings stated he had also spent time observing many of the streets in his Ward and believes that the closure of Colby merely constitutes the first step that needs to be taken to eliminate speeding and enhance safety within these neighborhoods.

Roll Call Vote Was:

**Ayes:** Councilmember Smotherson, Councilmember Jennings, Councilmember Carr, Councilmember McMahon, and Mayor Welsch.

**Nays:** None.

5. **Bill 9344** – AN ORDINANCE TO AMEND CHAPTERS 100 AND 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI RELATED TO SELF-PREEMPTION AND REGULATION OF SMALL WIRELESS COMMUNICATION FACILITIES. Bill Number 9344 was read for the second and third time.

Councilmember Carr moved to approve, it was seconded by Councilmember McMahon.

Roll Call Vote Was:

**Ayes:** Councilmember Jennings, Councilmember Carr, Councilmember McMahon, Councilmember Smotherson, and Mayor Welsch.

**Nays:** None.

**M. NEW BUSINESS  
RESOLUTIONS**

## **BILLS**

*Introduced by Councilmember Carr*

1. **Bill 9345** – AN ORDINANCE AMENDING CHAPTERS 100 AND 505 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI RELATED TO REGULATIONS FOR RIGHT-OF-WAY MANAGEMENT AND ENFORCEMENT REGULATIONS. Bill Number 9345 was read for the first time.

*Introduced by Councilmember McMahon*

*(Right-of-Way Code Amendment relating to Telecommunications Facilities)*

2. **Bill 9346**—AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE ACKERT WALKWAY IMPROVEMENTS. Bill Number 9346 was read for the first time.

*Introduced by Councilmember Jennings*

3. **Bill 9347**- AN ORDINANCE FIXING THE COMPENSATION TO BE PAID FOR THE POSITION OF CITY MANAGER. Bill Number 9347 was read for the first time.

## **N. COUNCIL REPORTS/BUSINESS**

1. Boards and Commission appointments needed  
Mayor Welsch announced the appointments that were needed.
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions, and Task Force minutes  
Mayor Welsch noted the receipt of several sets of minutes in Council's packet.
4. Other Discussions/Business

## **O. CITIZEN PARTICIPATION (continued if needed)**

## **P. COUNCIL COMMENTS**

Councilmember Smotherson asked Mr. Adams if he had been provided with an answer to his question regarding the status of the Midland/Olive RFP? Mr. Adams stated that the deadline for the RFQ is January. However, since staff had just received these questions today, he did not have the answer to his remaining questions but would provide them as soon as possible.

Councilmember Carr stated when she encouraged Councilmember Glickert to begin the recruiting process for a new City Clerk at the last meeting her assumption was that any recommendations would be brought before Council for discussion and a vote. However, since this is not exactly how this process has been handled she would like to note her intention to add this item to the agenda for discussion at the next Council meeting.

Mayor Welsch asked Councilmember Carr if she had discussed her concerns with Councilmember Glickert? Councilmember Carr stated she had sent Councilmember Glickert's two emails, however, at this point in time had received no response. Mayor Welsch stated she had talked to Councilmember Glickert after his meeting with Mr. Adams and Ms. Cannon, wherein his belief was that he had received authority from Council to conduct the meeting. So her hope is that she would reach out to Councilmember Glickert once again.

Councilmember Carr stated although she would be happy to contact Councilmember Glickert again, her position is that no consensus or vote had been taken by Council with respect to the process Councilmember Glickert had elected to utilize.

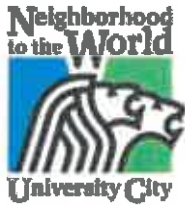
**Q. ADJOURNMENT**

Mayor Welsch thanked everyone for their attendance and closed the City Council meeting at 6:54 p.m.

LaRette Reese  
Interim City Clerk

DRAFT





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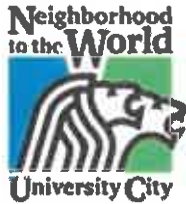
**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Liquor License for **McKnight Place Assisted Living**

**AGENDA SECTION:** Public Hearing

**BACKGROUND REVIEW:** **McKnight Place Assisted Living** has applied for a liquor license: All kinds of intoxicating liquor, by the drink, retail, including Sunday sales. This business has been newly established under the new management. The Managing Officer is Robert Leonard.

- A background check by the Police Department revealed no disqualifying information.
- Department approval was granted from Community Development, with no additional comments.
- Recommendations from University City citizens are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2016 personal property record for the applicant indicate payment of taxes.
- Current voter registration documentation for the applicant was provided.



**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Liquor License for **The W Karaoke Lounge, 6655 Delmar Blvd.**

**AGENDA SECTION:** Public Hearing

**BACKGROUND REVIEW:** **Head East** Corporation DBA The W Karaoke Lounge has applied for **All kinds of intoxicating liquor, by the Drink, Retail** liquor license including **Sunday Sales**. The applicant/owner is Xin Dong We.

- A background check by the Police Department revealed no disqualifying information.
- Department approval was granted from Community Development, with no additional comments.
- Recommendations from University City citizens are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2016 Personal Property tax record for the applicant indicate payment of taxes.
- Current voter registration documentation for the applicant was provided.



## City Manager's Report Agenda Item Cover

**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Liquor License for McKnight Place Assisted Living

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

**BACKGROUND REVIEW:** McKnight Place Assisted Living has applied for a liquor license: All kinds of intoxicating liquor, by the drink, retail, including Sunday sales. This business has been newly established under the new management. The Managing Officer is Robert Leonard.

- A background check by the Police Department revealed no disqualifying information.
- Department approval was granted from Community Development, with no additional comments.
- Recommendations from University City citizens are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2016 personal property record for the applicant indicate payment of taxes.
- Current voter registration documentation for the applicant was provided.

**ATTACHMENTS:** Application and Department Approval

**RECOMMENDATION:** Approval



# McKnight Place Assisted Living

November 20, 2017

City of University City  
Finance Department, 1<sup>st</sup> Floor  
6801 Delmar Boulevard  
University City, MO 63130

RE: The Application Liquor License Application

Dear Finance Representative:

Included with this letter is MPAL Real Estate, LLC's application for a liquor license.

For any additional information, you can reach me at (314) 372-2277 or by email at [laimore@thegatesworth.com](mailto:laimore@thegatesworth.com).

Very truly yours,

Linda Elmore  
Corporate Controller



# McKnight Place

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## Assisted Living

The requested liquor license is for McKnight Place Assisted Living (MPAL). MPAL plans to sell liquor from multiple locations within its assisted living community.

**Location 1: Dining Room**

**Location 2: Bistro**

**Location 3: Lounge and Living Room**

**Entrances and Exits:** All locations are located within the assisted living community. The main and secondary entrance and exit to the assisted living community is located off of McKnight Road. See attached map.

In addition to selling liquor at McKnight place Assisted Living, MPAL's main form of business is to provide an assisted living level of care to Residents who require assistance with aspects of their daily living. These services include items such as food preparation, assistance with bathing and dressing, housekeeping and laundry services, salon services and more.

MPAL is open 24 hours per day, 7 days per week. However, liquor will only be served from 7:00am – 12:00am, 7 days per week.



**CITY OF UNIVERSITY CITY  
APPLICATION FOR LIQUOR LICENSE**  
University City Municipal Code, Chapter 800 Section 800.060

**INSTRUCTIONS:** Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

◇ AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ◇

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:  
(Please check each classification that applies)

<input checked="" type="checkbox"/>	2-	All kinds of intoxicating liquor, by the drink, retail . . . . .	\$450.00
<input type="checkbox"/>	4-	CLUB All kinds of intoxicating liquor, by the drink, retail . . . . .	200.00
<input type="checkbox"/>	5-	Malt liquor not in excess of 5% alcohol wholesaler to wholesaler . . . . .	75.00
<input type="checkbox"/>	6-	Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler . . . . .	150.00
<input type="checkbox"/>	7-	Malt liquor not in excess of 5% alcohol wholesaler to retailer . . . . .	150.00
<input type="checkbox"/>	8-	Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer . . . . .	300.00
<input type="checkbox"/>	9-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail . . . . .	75.00
<input type="checkbox"/>	10-	Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail . . . . .	75.00
<input type="checkbox"/>	11-	Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail . . . . .	75.00
<input type="checkbox"/>	12-	Intoxicating liquor not more than 22%, by the package, retail . . . . .	75.00
<input type="checkbox"/>	13-	Intoxicating liquor of all kinds, wholesaler to wholesaler . . . . .	375.00
<input type="checkbox"/>	14-	Intoxicating liquor of all kinds, wholesaler to retailer . . . . .	750.00
<input type="checkbox"/>	15-	Intoxicating liquor of all kinds, by the package, retail . . . . .	150.00
<input checked="" type="checkbox"/>		Sunday Liquor License . . . . .	300.00

<b>I. BUSINESS APPLYING FOR LICENSE:</b>		
<b>A. BUSINESS NAME AND TYPE</b> MPAL REAL ESTATE LLC d/b/a: McKnight Place Assisted Living		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
<b>B. DESCRIPTION OF PREMISES AND ADDRESS:</b>		<b>C. PHONE:</b>
DESCRIPTION: ASSISTED LIVING SENIOR RETIREMENT Community		
ADDRESS: THREE McKnight Place, St. Louis, MO 63124		
HOURS OF OPERATION: 24/7		
<b>II. MANAGING OFFICER:</b>		
<b>A. NAME: (LAST)</b> LEONARDO	<b>(FIRST)</b> ROBERT	<b>(MIDDLE INITIAL)</b> G.
<b>B. ADDRESS, CITY &amp; ZIP CODE:</b> 14599 Big Timber Lane, Chesterfield, MO 63017		<b>C. PHONE:</b> 314-372-2299
<b>D. DATE OF BIRTH:</b> 1/1/1953	<b>F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)</b>	
<b>G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)</b>		
<b>H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:</b>		
<b>I. MISSOURI RESIDENT SINCE: (MONTH &amp; YR)</b> OCTOBER 1953	<b>K. TOWNSHIP:</b>	<b>L. COUNTY:</b> ST. LOUIS
<b>M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:</b> ASSISTED LIVING SENIOR RETIREMENT Community		
<b>N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)</b>		
<b>FOR PARTNERSHIP OR LIMITED PARTNERSHIP:</b>		<b>NUMBER OF MEMBERS:</b>
<b>A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)</b> N/A		
<b>FOR CORPORATION OR LIMITED LIABILITY COMPANY:</b>		<b>NUMBER OF MEMBERS:</b>
<b>A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)</b> SEE ATTACHED VII		
<b>OTHER PERSONS:</b>		<b>NUMBER OF MEMBERS:</b>
<b>A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)</b> NONE		
<b>B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)</b> N/A		

11. OTHER INFORMATION							
A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. IS APPLICANT AN ASSESSED TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						
C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)	D. EXPLAIN (WHEN, WHERE?)						
E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)	F. EXPLAIN (WHEN, WHERE?)						
G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)	H. EXPLAIN (WHEN, WHERE?)						
I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)							
J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)							
K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input type="checkbox"/> RESTAURANT <input type="checkbox"/> HOTEL DINING ROOM <input checked="" type="checkbox"/> OTHER (PLEASE EXPLAIN) <u>ASSISTED LIVING SENIOR Retirement Community</u>							
L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ <u>1,800,000</u> OTHER (INCLUDING LIQUOR) \$ <u>9,267,000</u>							
M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES)							
N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<table border="1"> <tr> <td>AMOUNT OWED: \$39,991.98</td> <td>NAME: Greystone Service Co Corporation</td> </tr> <tr> <td colspan="2">ADDRESS, CITY, STATE, &amp; ZIP: 419 Belle Air Lane, Warrenton, VA 20186</td> </tr> <tr> <td>PHONE: (540) 341-2100</td> <td>OCCUPATION: Mortgage Lender</td> </tr> </table>	AMOUNT OWED: \$39,991.98	NAME: Greystone Service Co Corporation	ADDRESS, CITY, STATE, & ZIP: 419 Belle Air Lane, Warrenton, VA 20186		PHONE: (540) 341-2100	OCCUPATION: Mortgage Lender
AMOUNT OWED: \$39,991.98	NAME: Greystone Service Co Corporation						
ADDRESS, CITY, STATE, & ZIP: 419 Belle Air Lane, Warrenton, VA 20186							
PHONE: (540) 341-2100	OCCUPATION: Mortgage Lender						

① This is a percentage of our room and board revenue.



STATE OF MISSOURI )  
 ) ss.  
COUNTY OF ST. LOUIS )

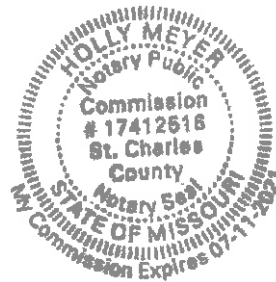
Comes now ROBERT LEONARD of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.

  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 21st OF November 2017.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/11/2021



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief _____	Date: _____
Comments: _____	
Community Development _____	Date: _____
Comments: _____	
City Manager _____	Date: _____
Comments: _____	



**Police Department**  
6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 725-2211

## MEMORANDUM

**TO:** Chief Hampton  
**FROM:** Detective Gersman  
**DATE:** December 05, 2017  
**SUBJECT:** Liquor License Application; #3 McKnight Place

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### **Business**

MPAL Real Estate LLC DBA McKnight Place Assisted Living  
#3 McKnight Place  
University City, Mo. 63124

### **Applicant**

Robert Leonard  
14599 Big Timber Lane, Chesterfield, MO. 63017  
**D.O.B.**  
**SSN:**   
**Phone:** 314-372-2299

Application received by Detective Sgt. Whitley on 12/02/2017

The Application is for (1) All kinds of Intoxicating liquor, by the drink, retail and (2) Sunday Liquor License

### **12/02/2017**

- Detective Santos left Robert Leonard a voicemail in reference to setting up an interview.
- Detective Santos verified applicant Robert Leonard has a valid Missouri Driver's license.
- Detective Santos checked the Secretary of State website for MPAL Real Estate LLC and it appears to be in "Good Standings" and was formed on 12/17/2015.

- **Detective Santos checked the Secretary of State website for McKnight Place Assisted Living and it produced the following;**

**Name(s) MCKNIGHT PLACE ASSISTED LIVING**

**Type Fictitious Name**

**Status Fictitious Active**

**Address 1 MCKNIGHT PL  
SAINT LOUIS, MO 63124-1980**

**Charter No. X00388945**

**Date Formed 5/1/2011**

**Expiration Date 6/28/2019**

12/04/2017

- **Detective Gersman left a voicemail message with Robert Leonard about securing a St. Louis County "Records Check."**
- **No complaints have been located upon the Missouri Attorney General website for the name "MPAC Real Estate LLC DBA McKnight Place Assisted Living."**
- **Detective Gersman conducted a computer check through Lotus Notes for the address and revealed the following calls for service (see attached).**
- **MPAL Real Estate LLC DBA McKnight Place Assisted Living has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales and withholding tax.**

12/05/2017

- **Applicant appeared at the Police Department with a St. Louis County "Record check" form bearing a raised seal and his Missouri ID card to verify his identity. The 'record check' document is stamped "NO RECORD". The applicant advised that he has never been cited for a liquor related offense.**

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

Comes now ROBERT LEONARD of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.

  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 21st OF November 2017.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7/11/2021



THIS SECTION FOR CITY USE ONLY

**APPROVALS:**

Police Chief	_____	Date: _____
Comments:	_____	
Community Development	<u>Anam</u>	Date: <u>12-4-17</u>
Comments:	<u>Obtain/renew business license</u>	
City Manager	_____	Date: _____
Comments:	_____	

**IV. SUNDAY LIQUOR LICENSE**

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) LEONARD (FIRST) ROBERT (MIDDLE INITIAL) G.

B. BUSINESS NAME: MPAL REAL ESTATE LLC PHONE NUMBER: (314) 372-2299

Type of Liquor License held or applied for:

- 1-2 All kinds of intoxicating liquor, by the drink, retail
- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.

  
Signature of Applicant

MANAGING MEMBER, COO  
Title of Applicant

11-21-2017  
Date

**V. RECOMMENDATIONS - COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11**

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 11/6/17 Name: Christopher Kline  
Location of University City real property taxed in your name: 7911 LAFON PL  
How long have you known applicant? 16 yrs Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 314-753-4328 Signature: [Signature]

2) Date: 11/7/17 Name: Jonathan Soetner  
Location of University City real property taxed in your name: 8360 Ralsen Ave, St. Louis, MO 63132  
How long have you known applicant? 10+ years Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number 314-363-5522 Signature [Signature]

3) Date: 11/7/2017 Name: Douglas Bacon  
Location of University City real property taxed in your name: 7429 Sassafras Avenue  
How long have you known applicant? 10+ years Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 314.552.6225 Signature: Douglas Bacon

4) Date: 11/9/17 Name: Mark Friedman  
Location of University City real property taxed in your name: 716 Brittany Ln, 63130  
How long have you known applicant? 15y Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 314-228-6183 Signature: [Signature]

5) Date: 11/8/2017 Name: Max Gornish  
Location of University City real property taxed in your name: 1007 Chartres Ave.  
How long have you known applicant? 15 years Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: (314) 359-2030 Signature: Max Gornish



6801 Delmar Blvd  
 University City, MO 63130  
 Tel: (314) 505-8544  
 Fax: (314) 863-0921

**VI. PETITION: COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11**

Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. Please Note: in the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.

The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and owners occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the drink, to be consumed on the premises where sold:

NAME	ADDRESS
Charlotte Glendon	#3 McKnight #140
Doreen K. Smith	#5 McKnight #131
Dorothy Harsberham	" " #132
John Walsh	3 McKnight Place #134
Miriam Smith	" " #141
Frank Kraeger	3 McKnight Place #113
Christine Hunt	3 McKnight Pl.
Robert Sr. Berg	7 MC KNIGHT PL. #137
Betty Davis	3 Mc Knight Pl. #139
James DeWane	#9 McKnight Pl. #109
Angela Brady	#3 McKnight #108
David Kuhn	3 McKnight Pl. #121
Ann E. Weger	
Margaret Steh	3 McKnight Place #111
James C. Frost	2 McKnight Place #101
John Claire Martin	" " #142
Glady M. Reynolds	3 McKnight #136
Francis Anst	#3 McKnight #105
Mike - Young	#126

Liquor License Application  
 Revised 2017





BOARD OF ELECTION COMMISSIONERS  
725 NORTHWEST PLAZA DRIVE  
ST. ANN, MO 63074



US POSTAGE  
PAID  
SAINT LOUIS, MO  
PERMIT NO 2160

RETURN SERVICE REQUESTED

CUT ALONG DOTTED LINE

LAF.008 - Lafayette  
73486788



Saint Louis  
**COUNTY**  
ELECTION BOARD  
#DC8017



\*\*\*\*\*ECRW95\*\*C 018

Robert G Leonard  
14588 Big Timber Ln  
Chesterfield MO 63017-5662

221  
220 212425

Voter Identification Card

877012353	108CF	105	0349	REG	ST LOUIS COUNTY, MISSOURI	11/04/2016	PIN	5943
PERSONAL PROPERTY TAX BILL								
VALUATION	TYPE	X	RATE PER \$100	CURRENT TAX	+ INTEREST	+ PENALTIES	+ TOTAL FEES =	
7,480	PERSONAL		7.9603	595.42	0.00	0.00	0.00	
								<b>PAY THIS AMOUNT</b>
								<b>\$595.42</b>

PRINT  
MAILING  
ADDRESS  
CHANGE

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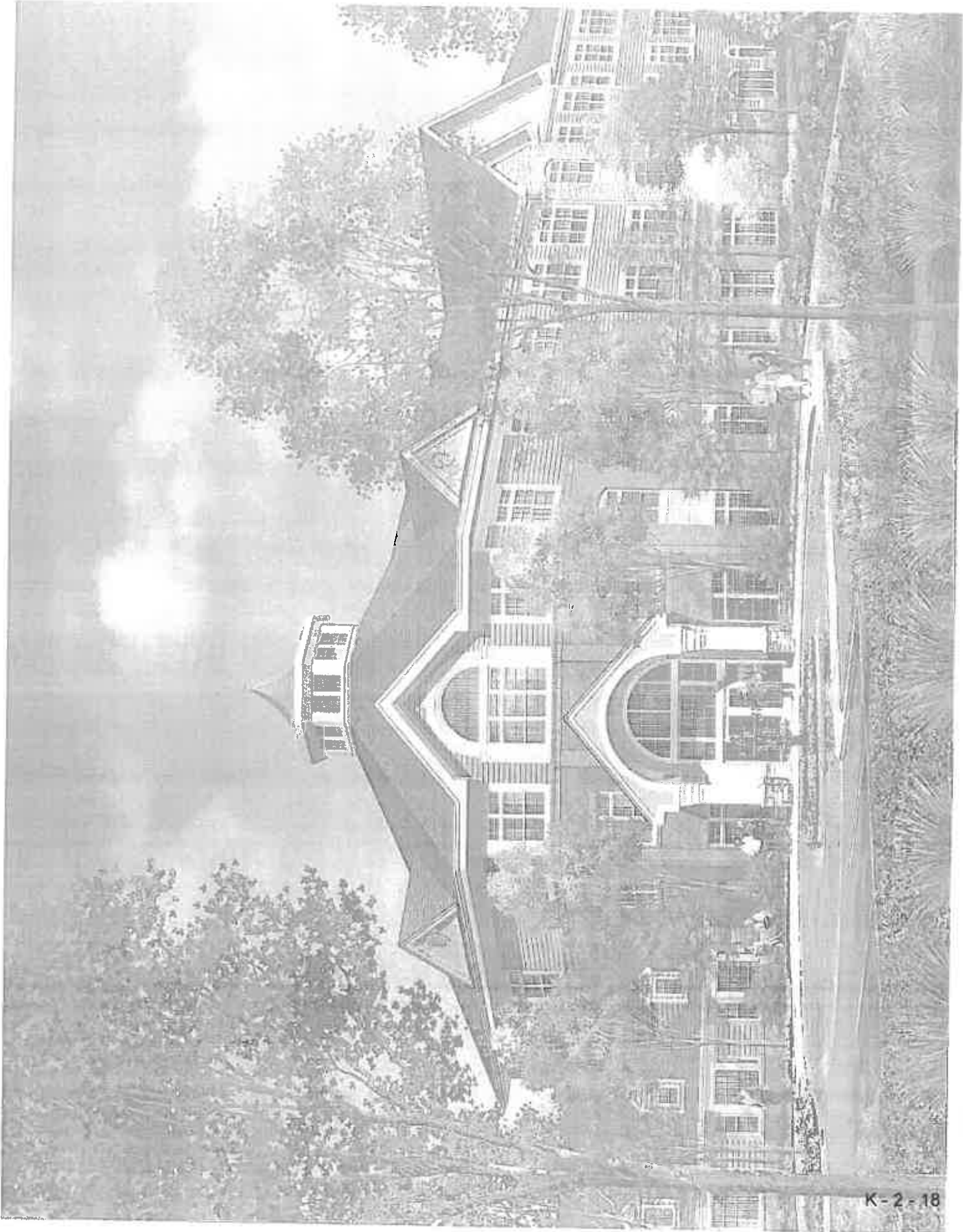
---

LEONARD ROBERT G & MARCIA  
14599 BIG TIMBER LN  
CHESTERFIELD, MO 63017-5662

Make check payable to: COLLECTOR OF REVENUE

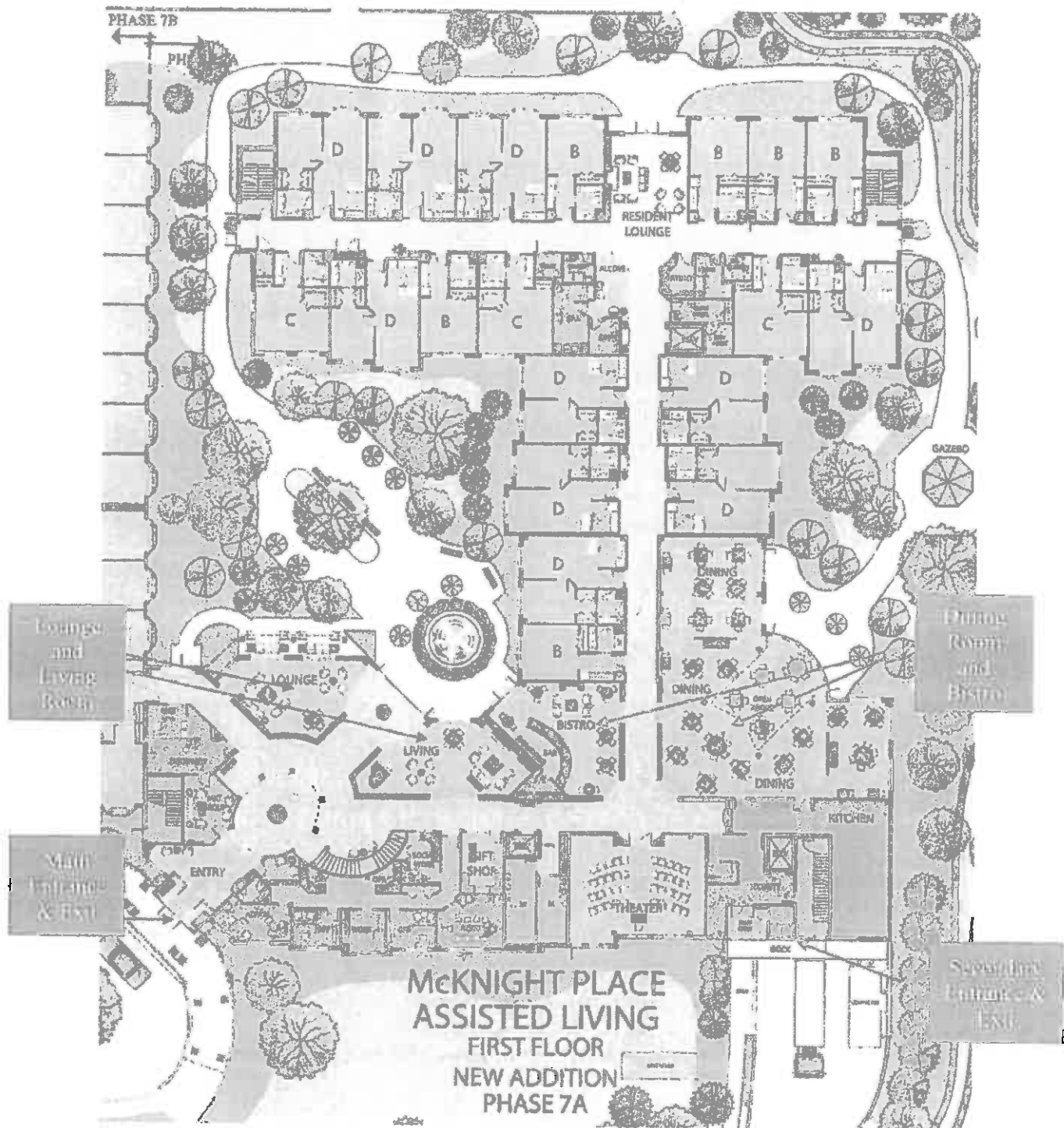
DESCRIPTION OF PROPERTY				VERT. PRE.	VALUATION
383710	A	12	LEXUS		7,380 100
639402	A	67	PONT FIREBIRD		







K-2-19



BAR LOCATION



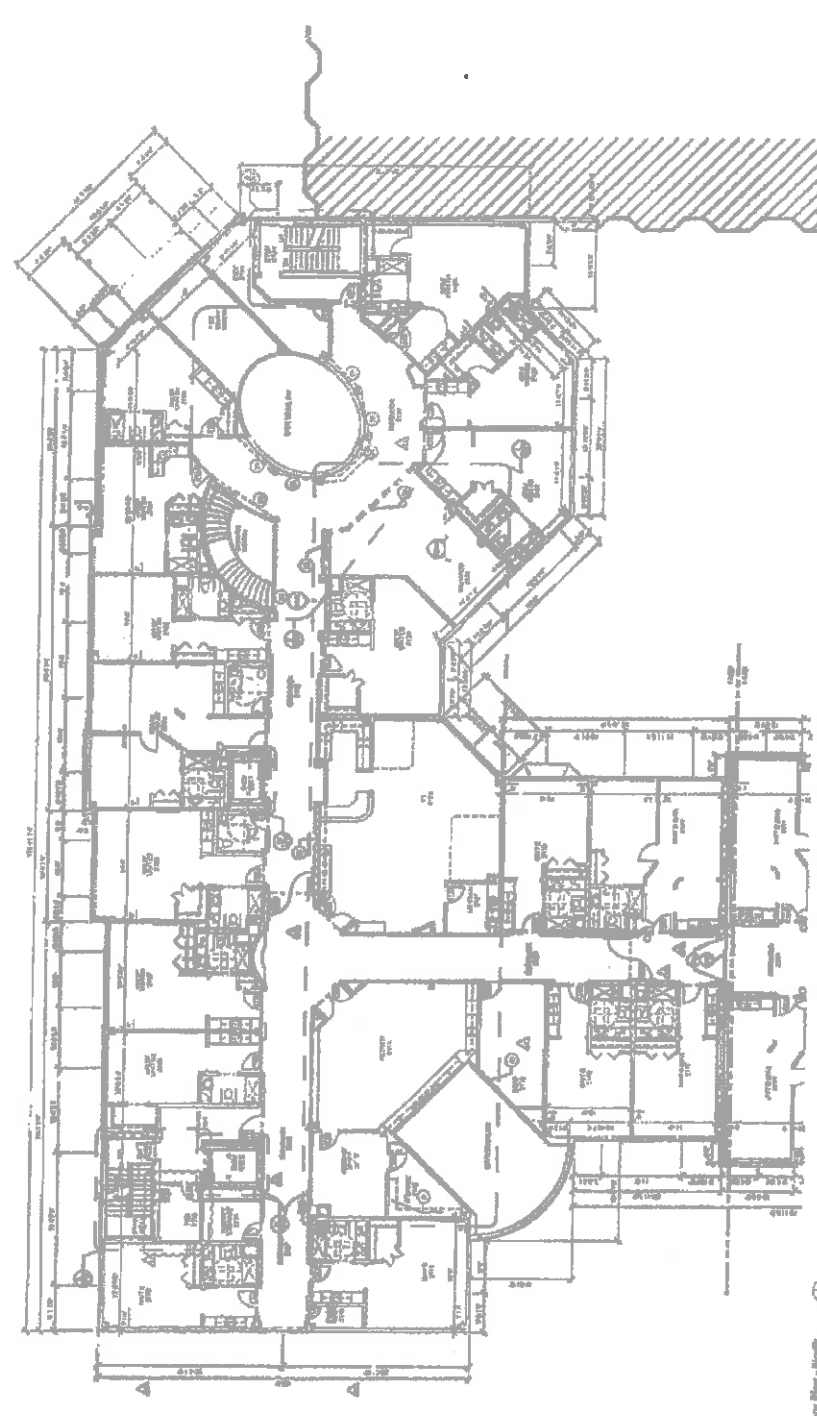
Lawrence Group  
 1000 North Main Street, Suite 200  
 Littleton, Colorado 80120  
 Phone: 303.733.1100  
 Fax: 303.733.1101  
 Website: www.lawrencegroup.com

Room No.	Room Name	Area (sq. ft.)
101	RECEPTION	1,200
102	OFFICE	800
103	CONFERENCE	1,500
104	CLASSROOM	2,500
105	RESTROOM	200
106	STAIR	1,000
107	ELEVATOR	100
108	MECHANICAL	1,500
109	STORAGE	500
110	LOBBY	3,000
111	CAFETERIA	2,000
112	OFFICE	1,000
113	CONFERENCE	1,200
114	CLASSROOM	1,800
115	RESTROOM	150
116	STAIR	800
117	ELEVATOR	100
118	MECHANICAL	1,200
119	STORAGE	400
120	LOBBY	2,500
121	CAFETERIA	1,800
122	OFFICE	900
123	CONFERENCE	1,100
124	CLASSROOM	1,600
125	RESTROOM	150
126	STAIR	700
127	ELEVATOR	100
128	MECHANICAL	1,100
129	STORAGE	350
130	LOBBY	2,200
131	CAFETERIA	1,600
132	OFFICE	850
133	CONFERENCE	1,050
134	CLASSROOM	1,500
135	RESTROOM	150
136	STAIR	650
137	ELEVATOR	100
138	MECHANICAL	1,050
139	STORAGE	300
140	LOBBY	2,000
141	CAFETERIA	1,500
142	OFFICE	800
143	CONFERENCE	950
144	CLASSROOM	1,400
145	RESTROOM	150
146	STAIR	600
147	ELEVATOR	100
148	MECHANICAL	1,000
149	STORAGE	250
150	LOBBY	1,800
151	CAFETERIA	1,400
152	OFFICE	750
153	CONFERENCE	900
154	CLASSROOM	1,300
155	RESTROOM	150
156	STAIR	550
157	ELEVATOR	100
158	MECHANICAL	950
159	STORAGE	200
160	LOBBY	1,600
161	CAFETERIA	1,300
162	OFFICE	700
163	CONFERENCE	850
164	CLASSROOM	1,200
165	RESTROOM	150
166	STAIR	500
167	ELEVATOR	100
168	MECHANICAL	900
169	STORAGE	150
170	LOBBY	1,500
171	CAFETERIA	1,200
172	OFFICE	650
173	CONFERENCE	800
174	CLASSROOM	1,100
175	RESTROOM	150
176	STAIR	450
177	ELEVATOR	100
178	MECHANICAL	850
179	STORAGE	100
180	LOBBY	1,400
181	CAFETERIA	1,100
182	OFFICE	600
183	CONFERENCE	750
184	CLASSROOM	1,000
185	RESTROOM	150
186	STAIR	400
187	ELEVATOR	100
188	MECHANICAL	800
189	STORAGE	50
190	LOBBY	1,300
191	CAFETERIA	1,000
192	OFFICE	550
193	CONFERENCE	700
194	CLASSROOM	900
195	RESTROOM	150
196	STAIR	350
197	ELEVATOR	100
198	MECHANICAL	750
199	STORAGE	50
200	LOBBY	1,200
201	CAFETERIA	900
202	OFFICE	500
203	CONFERENCE	650
204	CLASSROOM	800
205	RESTROOM	150
206	STAIR	300
207	ELEVATOR	100
208	MECHANICAL	700
209	STORAGE	50
210	LOBBY	1,100
211	CAFETERIA	800
212	OFFICE	450
213	CONFERENCE	600
214	CLASSROOM	700
215	RESTROOM	150
216	STAIR	250
217	ELEVATOR	100
218	MECHANICAL	650
219	STORAGE	50
220	LOBBY	1,000
221	CAFETERIA	700
222	OFFICE	400
223	CONFERENCE	550
224	CLASSROOM	600
225	RESTROOM	150
226	STAIR	200
227	ELEVATOR	100
228	MECHANICAL	600
229	STORAGE	50
230	LOBBY	900
231	CAFETERIA	600
232	OFFICE	350
233	CONFERENCE	500
234	CLASSROOM	500
235	RESTROOM	150
236	STAIR	150
237	ELEVATOR	100
238	MECHANICAL	550
239	STORAGE	50
240	LOBBY	800
241	CAFETERIA	500
242	OFFICE	300
243	CONFERENCE	450
244	CLASSROOM	400
245	RESTROOM	150
246	STAIR	100
247	ELEVATOR	100
248	MECHANICAL	500
249	STORAGE	50
250	LOBBY	700
251	CAFETERIA	400
252	OFFICE	250
253	CONFERENCE	400
254	CLASSROOM	300
255	RESTROOM	150
256	STAIR	50
257	ELEVATOR	100
258	MECHANICAL	450
259	STORAGE	50
260	LOBBY	600
261	CAFETERIA	300
262	OFFICE	200
263	CONFERENCE	350
264	CLASSROOM	200
265	RESTROOM	150
266	STAIR	50
267	ELEVATOR	100
268	MECHANICAL	400
269	STORAGE	50
270	LOBBY	500
271	CAFETERIA	200
272	OFFICE	150
273	CONFERENCE	300
274	CLASSROOM	100
275	RESTROOM	150
276	STAIR	50
277	ELEVATOR	100
278	MECHANICAL	350
279	STORAGE	50
280	LOBBY	400
281	CAFETERIA	100
282	OFFICE	100
283	CONFERENCE	250
284	CLASSROOM	50
285	RESTROOM	150
286	STAIR	50
287	ELEVATOR	100
288	MECHANICAL	300
289	STORAGE	50
290	LOBBY	300
291	CAFETERIA	50
292	OFFICE	50
293	CONFERENCE	200
294	CLASSROOM	50
295	RESTROOM	150
296	STAIR	50
297	ELEVATOR	100
298	MECHANICAL	250
299	STORAGE	50
300	LOBBY	200
301	CAFETERIA	50
302	OFFICE	50
303	CONFERENCE	150
304	CLASSROOM	50
305	RESTROOM	150
306	STAIR	50
307	ELEVATOR	100
308	MECHANICAL	200
309	STORAGE	50
310	LOBBY	100
311	CAFETERIA	50
312	OFFICE	50
313	CONFERENCE	100
314	CLASSROOM	50
315	RESTROOM	150
316	STAIR	50
317	ELEVATOR	100
318	MECHANICAL	150
319	STORAGE	50
320	LOBBY	50
321	CAFETERIA	50
322	OFFICE	50
323	CONFERENCE	50
324	CLASSROOM	50
325	RESTROOM	150
326	STAIR	50
327	ELEVATOR	100
328	MECHANICAL	100
329	STORAGE	50
330	LOBBY	50
331	CAFETERIA	50
332	OFFICE	50
333	CONFERENCE	50
334	CLASSROOM	50
335	RESTROOM	150
336	STAIR	50
337	ELEVATOR	100
338	MECHANICAL	50
339	STORAGE	50
340	LOBBY	50
341	CAFETERIA	50
342	OFFICE	50
343	CONFERENCE	50
344	CLASSROOM	50
345	RESTROOM	150
346	STAIR	50
347	ELEVATOR	100
348	MECHANICAL	50
349	STORAGE	50
350	LOBBY	50

# McKnight Place Assisted Living and Memory Care Phases 7A & 7B

McKnight Place Assisted Living and Memory Care Phases 7A & 7B  
 Second Floor Plan  
 North

Sheet No. **A230**



- 1. All work shall be in accordance with the approved contract documents.
- 2. The contractor shall be responsible for obtaining all necessary permits.
- 3. The contractor shall be responsible for protecting all existing work.
- 4. The contractor shall be responsible for maintaining access to all areas.
- 5. The contractor shall be responsible for cleaning up after the work.
- 6. The contractor shall be responsible for the safety of all workers.
- 7. The contractor shall be responsible for the quality of the work.
- 8. The contractor shall be responsible for the completion of the work.
- 9. The contractor shall be responsible for the removal of all debris.
- 10. The contractor shall be responsible for the repair of any damage.
- 11. The contractor shall be responsible for the final inspection.
- 12. The contractor shall be responsible for the final payment.
- 13. The contractor shall be responsible for the final sign-off.
- 14. The contractor shall be responsible for the final close-out.
- 15. The contractor shall be responsible for the final handover.
- 16. The contractor shall be responsible for the final documentation.
- 17. The contractor shall be responsible for the final reporting.
- 18. The contractor shall be responsible for the final archiving.
- 19. The contractor shall be responsible for the final retention.
- 20. The contractor shall be responsible for the final disposal.

Second Floor Plan - North

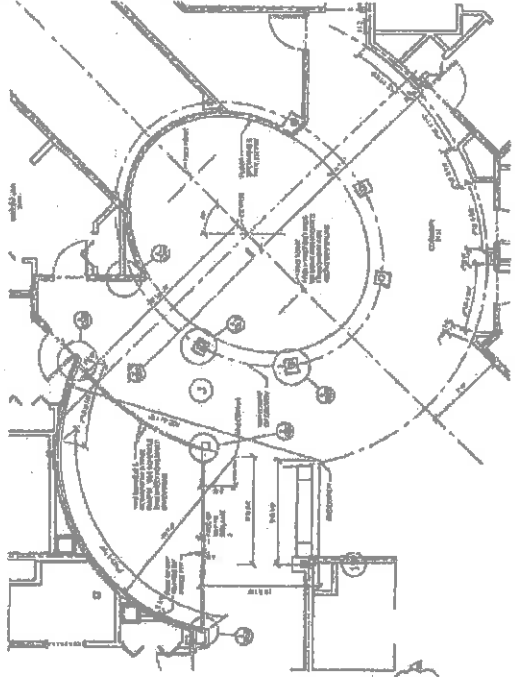


LAWRENCE GROUP  
 10000 Woodloch Forest Dr., Suite 100  
 Dallas, TX 75243  
 Phone: (214) 343-1234  
 Fax: (214) 343-1235  
 Email: info@lawrencegroup.com  
 Website: www.lawrencegroup.com

**McKnight Place Assisted Living and Memory Care**  
**Phases 7A & 7B**  
 3 McKnight Place, University City, MO 63124

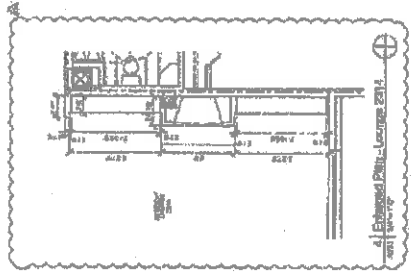
NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/15/2017
2	REVISED PER COMMENTS	08/22/2017
3	REVISED PER COMMENTS	09/05/2017
4	REVISED PER COMMENTS	09/12/2017
5	REVISED PER COMMENTS	09/19/2017
6	REVISED PER COMMENTS	09/26/2017
7	REVISED PER COMMENTS	10/03/2017
8	REVISED PER COMMENTS	10/10/2017
9	REVISED PER COMMENTS	10/17/2017
10	REVISED PER COMMENTS	10/24/2017
11	REVISED PER COMMENTS	11/01/2017
12	REVISED PER COMMENTS	11/08/2017
13	REVISED PER COMMENTS	11/15/2017
14	REVISED PER COMMENTS	11/22/2017
15	REVISED PER COMMENTS	11/29/2017
16	REVISED PER COMMENTS	12/06/2017
17	REVISED PER COMMENTS	12/13/2017
18	REVISED PER COMMENTS	12/20/2017
19	REVISED PER COMMENTS	12/27/2017
20	REVISED PER COMMENTS	01/03/2018
21	REVISED PER COMMENTS	01/10/2018
22	REVISED PER COMMENTS	01/17/2018
23	REVISED PER COMMENTS	01/24/2018
24	REVISED PER COMMENTS	01/31/2018
25	REVISED PER COMMENTS	02/07/2018
26	REVISED PER COMMENTS	02/14/2018
27	REVISED PER COMMENTS	02/21/2018
28	REVISED PER COMMENTS	02/28/2018
29	REVISED PER COMMENTS	03/06/2018
30	REVISED PER COMMENTS	03/13/2018
31	REVISED PER COMMENTS	03/20/2018
32	REVISED PER COMMENTS	03/27/2018
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37	REVISED PER COMMENTS	05/01/2018
38	REVISED PER COMMENTS	05/08/2018
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74	REVISED PER COMMENTS	01/15/2019
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76	REVISED PER COMMENTS	01/29/2019
77	REVISED PER COMMENTS	02/05/2019
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82	REVISED PER COMMENTS	03/12/2019
83	REVISED PER COMMENTS	03/19/2019
84	REVISED PER COMMENTS	03/26/2019
85	REVISED PER COMMENTS	04/02/2019
86	REVISED PER COMMENTS	04/09/2019
87	REVISED PER COMMENTS	04/16/2019
88	REVISED PER COMMENTS	04/23/2019
89	REVISED PER COMMENTS	04/30/2019
90	REVISED PER COMMENTS	05/07/2019
91	REVISED PER COMMENTS	05/14/2019
92	REVISED PER COMMENTS	05/21/2019
93	REVISED PER COMMENTS	05/28/2019
94	REVISED PER COMMENTS	06/04/2019
95	REVISED PER COMMENTS	06/11/2019
96	REVISED PER COMMENTS	06/18/2019
97	REVISED PER COMMENTS	06/25/2019
98	REVISED PER COMMENTS	07/02/2019
99	REVISED PER COMMENTS	07/09/2019
100	REVISED PER COMMENTS	07/16/2019

Second Floor Plan - South  
 A231

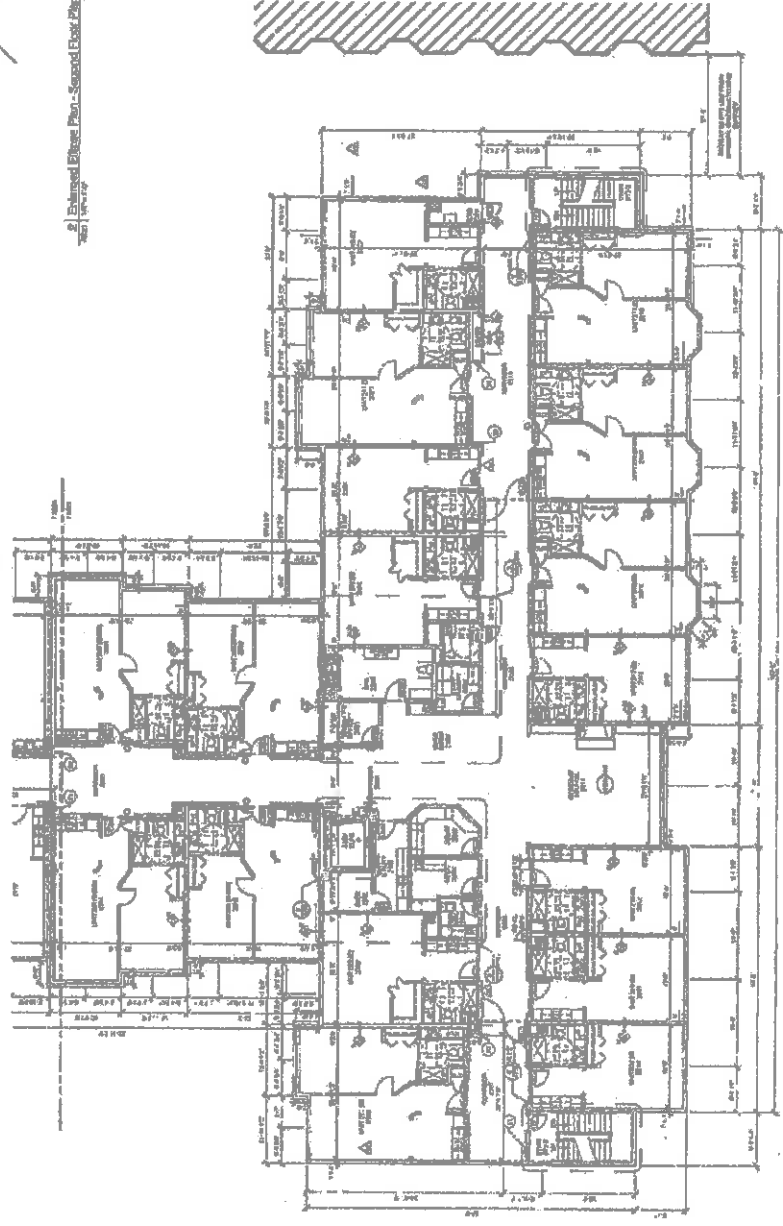


2 | Enhanced Elevation Plan - Second East Elev - North

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	08/15/2017
2	REVISED PER COMMENTS	08/22/2017
3	REVISED PER COMMENTS	09/05/2017
4	REVISED PER COMMENTS	09/12/2017
5	REVISED PER COMMENTS	09/19/2017
6	REVISED PER COMMENTS	09/26/2017
7	REVISED PER COMMENTS	10/03/2017
8	REVISED PER COMMENTS	10/10/2017
9	REVISED PER COMMENTS	10/17/2017
10	REVISED PER COMMENTS	10/24/2017
11	REVISED PER COMMENTS	11/01/2017
12	REVISED PER COMMENTS	11/08/2017
13	REVISED PER COMMENTS	11/15/2017
14	REVISED PER COMMENTS	11/22/2017
15	REVISED PER COMMENTS	11/29/2017
16	REVISED PER COMMENTS	12/06/2017
17	REVISED PER COMMENTS	12/13/2017
18	REVISED PER COMMENTS	12/20/2017
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23	REVISED PER COMMENTS	01/24/2018
24	REVISED PER COMMENTS	01/31/2018
25	REVISED PER COMMENTS	02/07/2018
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49	REVISED PER COMMENTS	07/24/2018
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98	REVISED PER COMMENTS	07/02/2019
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100	REVISED PER COMMENTS	07/16/2019



4 | Enhanced Plan - Lecture 2211



1 | Second East Elev - South





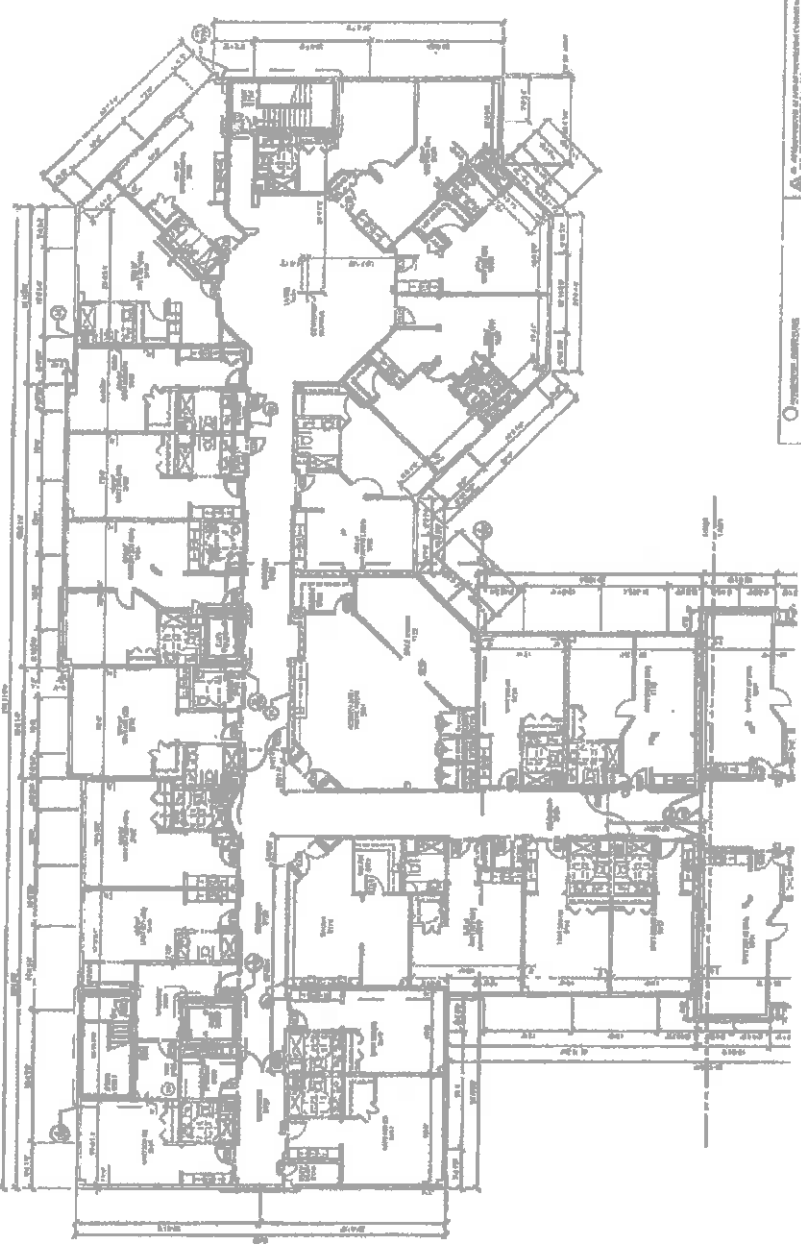
10000 Old Branch Road  
 Suite 200  
 Columbia, MD 21046  
 Phone: 410-730-1000  
 Fax: 410-730-1001  
 Website: www.lawrencegroup.com

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)
101	Office	120	3600
102	Office	120	3600
103	Office	120	3600
104	Office	120	3600
105	Office	120	3600
106	Office	120	3600
107	Office	120	3600
108	Office	120	3600
109	Office	120	3600
110	Office	120	3600
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197	Office	120	3600
198	Office	120	3600
199	Office	120	3600
200	Office	120	3600

**GULOND ADMIN AND PERSONNEL FOR  
 McKnight Place Assisted Living  
 and Memory Care  
 Phases 7A & 7B**  
 McKnight Place, Urbasur City, MD 6125

Room No.	Room Name	Area (sq. ft.)	Volume (cu. ft.)
201	Office	120	3600
202	Office	120	3600
203	Office	120	3600
204	Office	120	3600
205	Office	120	3600
206	Office	120	3600
207	Office	120	3600
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295	Office	120	3600
296	Office	120	3600
297	Office	120	3600
298	Office	120	3600
299	Office	120	3600
300	Office	120	3600

**Third Floor Plan**  
 North  
 A240



Third Floor Plan, North

**GENERAL NOTES:**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNALING CODE (NFPA 72).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND PLUMBING EXAMINERS' INSTITUTE (IMPE) CODES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF DRY CLEANING AND LAUNDRY (IADLC) CODES.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF APPLIANCE CONTRACTORS (IAAC) CODES.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF HOME APPLIANCE CONTRACTORS (IAHAC) CODES.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF HOME APPLIANCE CONTRACTORS (IAHAC) CODES.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF HOME APPLIANCE CONTRACTORS (IAHAC) CODES.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF HOME APPLIANCE CONTRACTORS (IAHAC) CODES.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ASSOCIATION OF HOME APPLIANCE CONTRACTORS (IAHAC) CODES.







THE LAWRENCE GROUP  
 10000 W. 10th Ave., Suite 100  
 Denver, CO 80202  
 TEL: 303.733.1100  
 FAX: 303.733.1101  
 WWW.LAWRENCEGROUP.COM

PLANNING  
 ENGINEERING  
 ARCHITECTURE

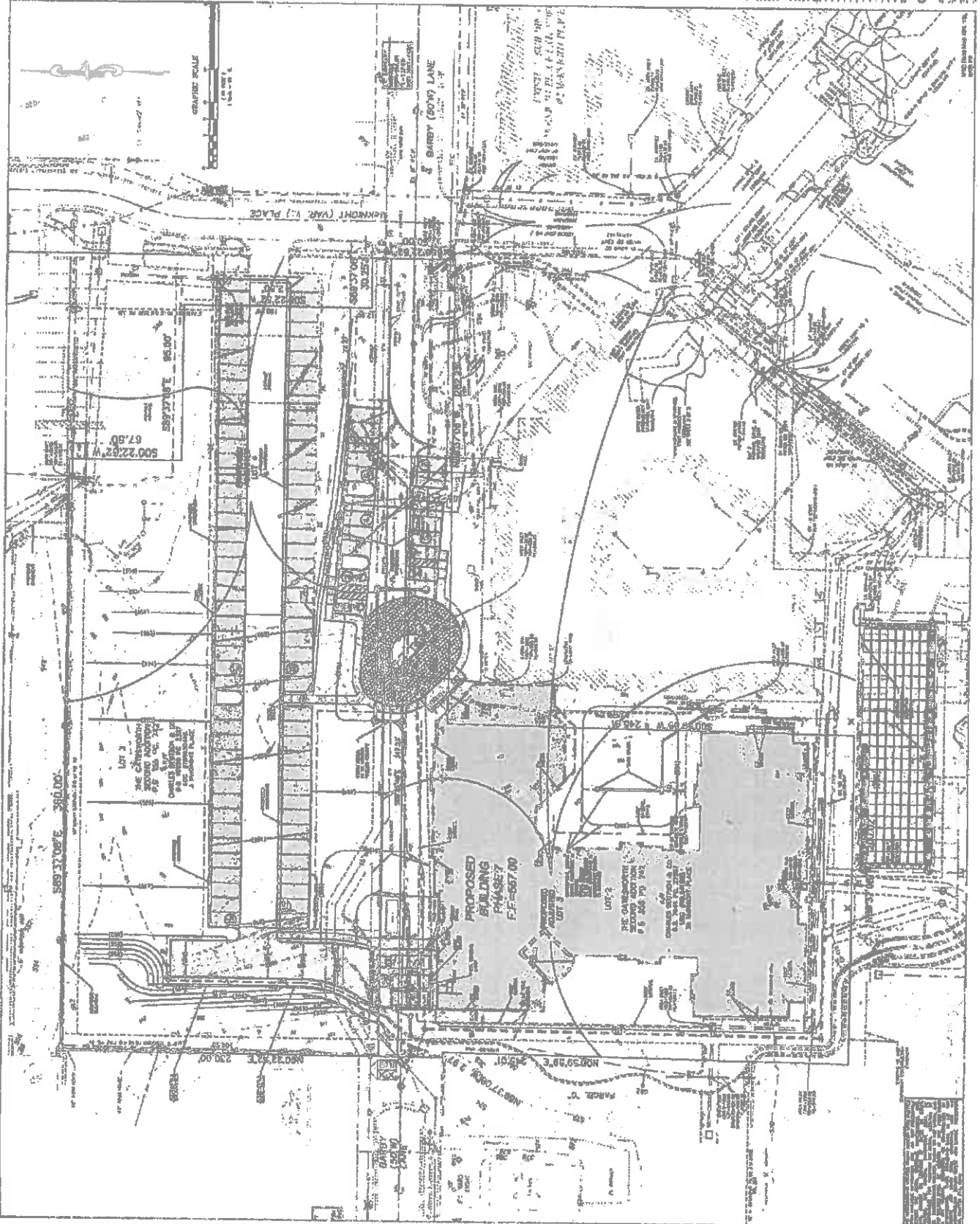
# McKnight Place Assisted Living

BUILDING ADDITION FOR

3 McKeon Place, University City, MO 63124

Grading Plan

3.1



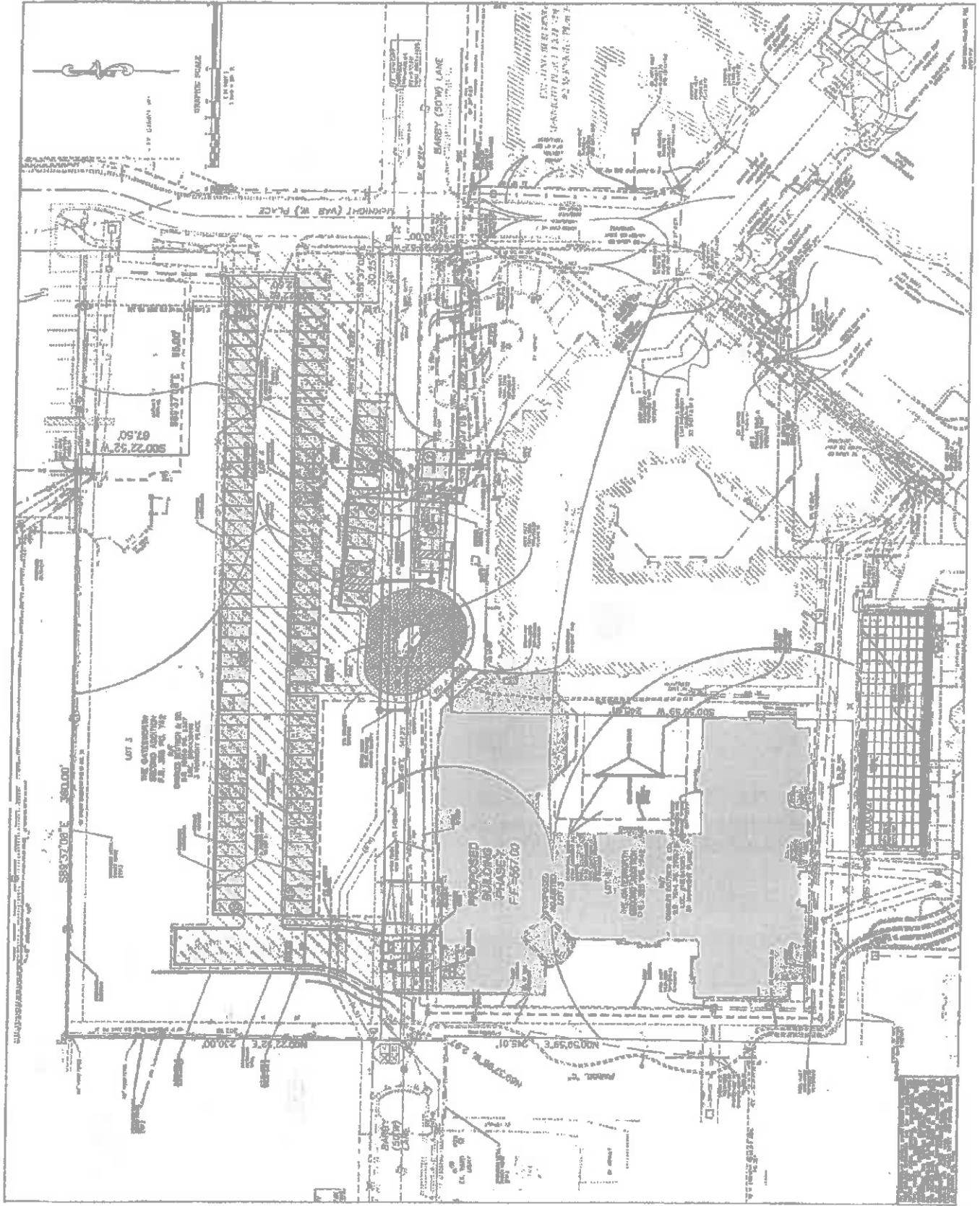


PROJECT: MCKNIGHT PLACE ASSISTED LIVING  
 DATE: 11/15/13  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET NO.: 5.1

MCKNIGHT PLACE ASSISTED LIVING  
 BUILDING ADDITION FOR

1 McKnight Place, University City, MO 63124  
 MCKNIGHT PLACE ASSISTED LIVING  
 BUILDING ADDITION FOR

DATE	11/15/13
DRAWN BY	[Name]
CHECKED BY	[Name]
SCALE	AS SHOWN
SHEET NO.	5.1











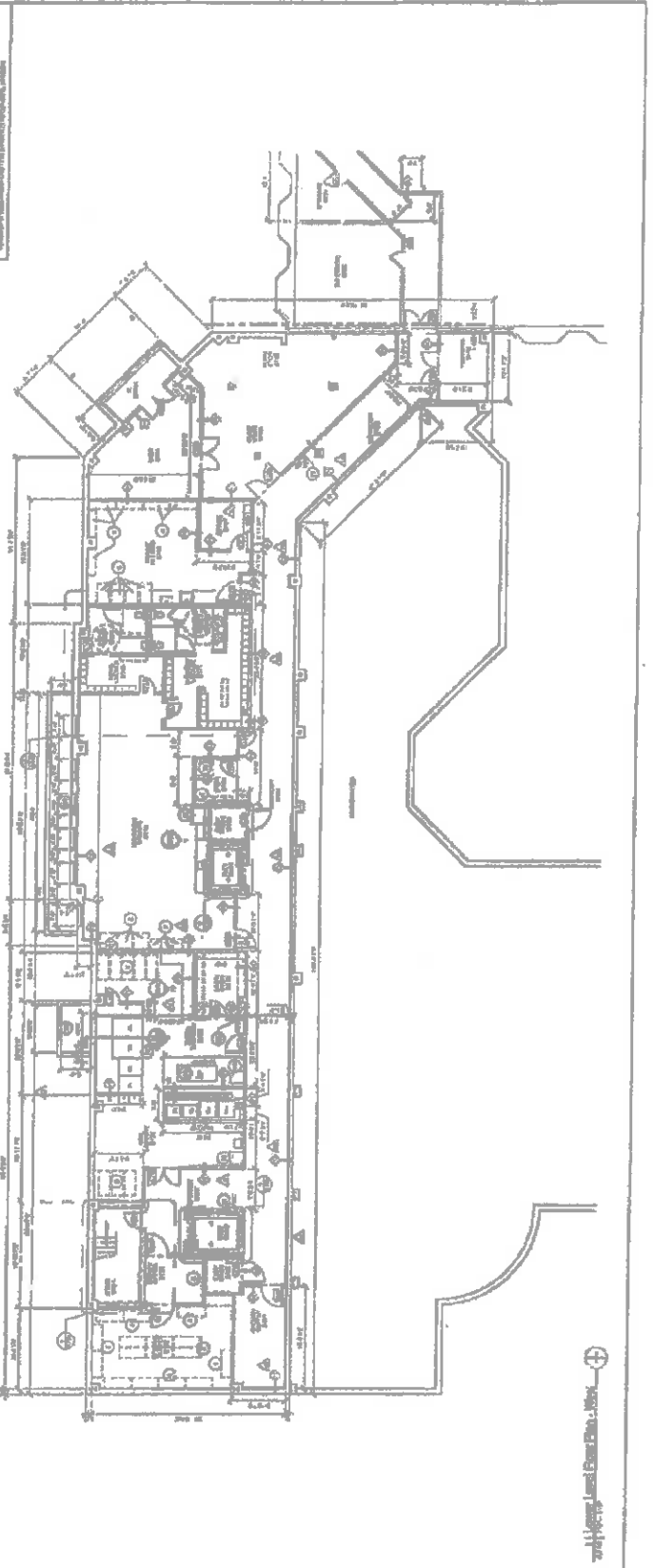


3 McKnight Place, University City, MO 63124  
 Phases 7A & 7B  
 and Memory Care  
 McKnight Place Assisted Living  
 BUILDING ADDITION AND REVISIONS FOR

**Lower Level Floor Plan**  
**A210**

**Notes:**

1. See notes on other sheets for details.
2. All work shall be in accordance with the approved plans and specifications.
3. All work shall be completed within the specified time frame.
4. All work shall be done in accordance with the applicable codes and regulations.
5. All work shall be done in accordance with the applicable standards of practice.
6. All work shall be done in accordance with the applicable industry practices.
7. All work shall be done in accordance with the applicable trade practices.
8. All work shall be done in accordance with the applicable local, state, and federal laws.
9. All work shall be done in accordance with the applicable building codes.
10. All work shall be done in accordance with the applicable fire codes.
11. All work shall be done in accordance with the applicable health and safety codes.
12. All work shall be done in accordance with the applicable accessibility codes.
13. All work shall be done in accordance with the applicable energy codes.
14. All work shall be done in accordance with the applicable environmental codes.
15. All work shall be done in accordance with the applicable sustainability codes.
16. All work shall be done in accordance with the applicable quality control codes.
17. All work shall be done in accordance with the applicable risk management codes.
18. All work shall be done in accordance with the applicable insurance codes.
19. All work shall be done in accordance with the applicable bonding codes.
20. All work shall be done in accordance with the applicable surety codes.



McKnight Place Assisted Living

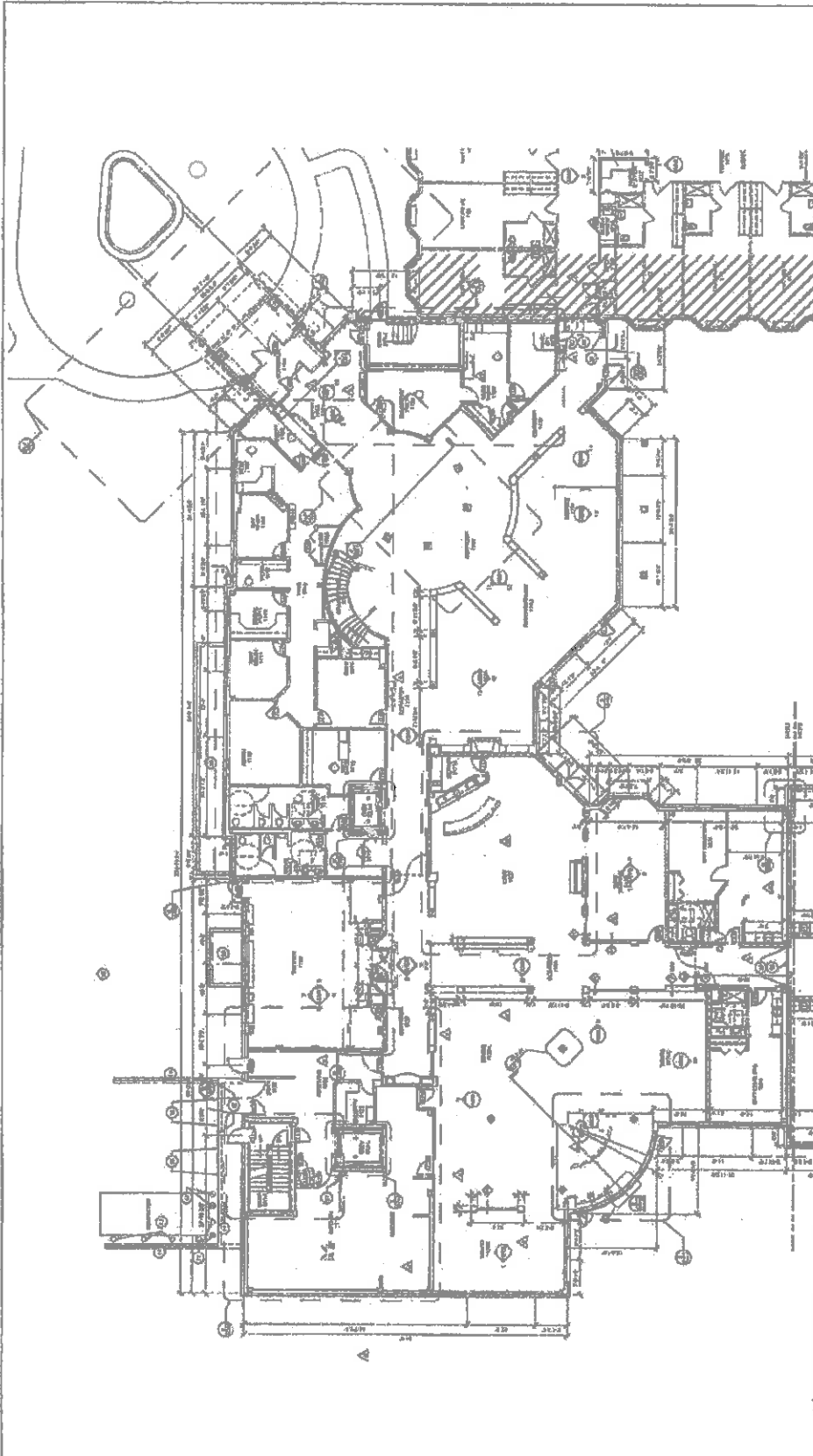


1. All dimensions are in feet and inches unless otherwise noted.  
 2. All dimensions are to the centerline of walls unless otherwise noted.  
 3. All dimensions are to the centerline of doors unless otherwise noted.  
 4. All dimensions are to the centerline of windows unless otherwise noted.  
 5. All dimensions are to the centerline of stairs unless otherwise noted.  
 6. All dimensions are to the centerline of ramps unless otherwise noted.  
 7. All dimensions are to the centerline of elevators unless otherwise noted.  
 8. All dimensions are to the centerline of mechanical rooms unless otherwise noted.  
 9. All dimensions are to the centerline of utility rooms unless otherwise noted.  
 10. All dimensions are to the centerline of storage rooms unless otherwise noted.  
 11. All dimensions are to the centerline of janitor closets unless otherwise noted.  
 12. All dimensions are to the centerline of electrical closets unless otherwise noted.  
 13. All dimensions are to the centerline of telecommunications closets unless otherwise noted.  
 14. All dimensions are to the centerline of fire alarm control panels unless otherwise noted.  
 15. All dimensions are to the centerline of fire extinguishers unless otherwise noted.  
 16. All dimensions are to the centerline of fire exits unless otherwise noted.  
 17. All dimensions are to the centerline of fire doors unless otherwise noted.  
 18. All dimensions are to the centerline of fire alarm pull stations unless otherwise noted.  
 19. All dimensions are to the centerline of fire alarm sounders unless otherwise noted.  
 20. All dimensions are to the centerline of fire alarm control panels unless otherwise noted.

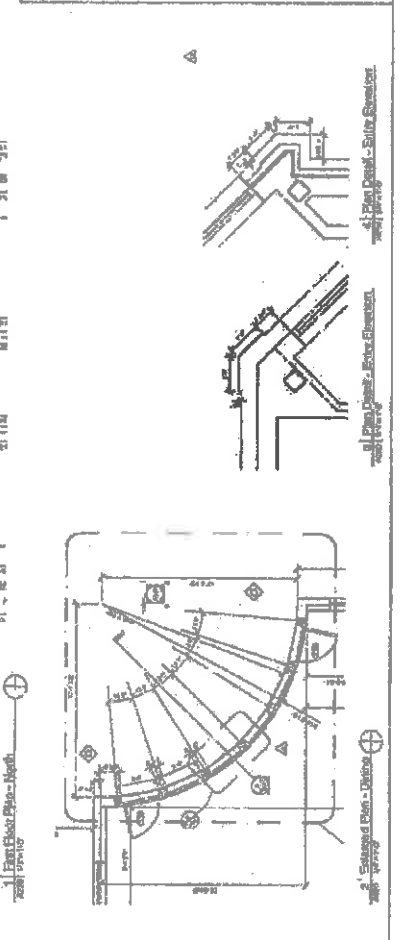
**McKnight Place Assisted Living  
 and Memory Care  
 Phases 7A & 7B**  
 McKnight Place, University City, MO 63124

NO.	DESCRIPTION	DATE
1	Issue for Permit	10/15/14
2	Issue for Construction	10/15/14
3	Issue for Occupancy	10/15/14
4	Issue for Final	10/15/14
5	Issue for Final	10/15/14
6	Issue for Final	10/15/14
7	Issue for Final	10/15/14
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16	Issue for Final	10/15/14
17	Issue for Final	10/15/14
18	Issue for Final	10/15/14
19	Issue for Final	10/15/14
20	Issue for Final	10/15/14

Project No. **A220**  
 First Floor Plan  
 North



- REVISIONS:**
  - 1. All dimensions are in feet and inches unless otherwise noted.
  - 2. All dimensions are to the centerline of walls unless otherwise noted.
  - 3. All dimensions are to the centerline of doors unless otherwise noted.
  - 4. All dimensions are to the centerline of windows unless otherwise noted.
  - 5. All dimensions are to the centerline of stairs unless otherwise noted.
  - 6. All dimensions are to the centerline of ramps unless otherwise noted.
  - 7. All dimensions are to the centerline of elevators unless otherwise noted.
  - 8. All dimensions are to the centerline of mechanical rooms unless otherwise noted.
  - 9. All dimensions are to the centerline of utility rooms unless otherwise noted.
  - 10. All dimensions are to the centerline of storage rooms unless otherwise noted.
  - 11. All dimensions are to the centerline of janitor closets unless otherwise noted.
  - 12. All dimensions are to the centerline of electrical closets unless otherwise noted.
  - 13. All dimensions are to the centerline of telecommunications closets unless otherwise noted.
  - 14. All dimensions are to the centerline of fire alarm control panels unless otherwise noted.
  - 15. All dimensions are to the centerline of fire extinguishers unless otherwise noted.
  - 16. All dimensions are to the centerline of fire exits unless otherwise noted.
  - 17. All dimensions are to the centerline of fire doors unless otherwise noted.
  - 18. All dimensions are to the centerline of fire alarm pull stations unless otherwise noted.
  - 19. All dimensions are to the centerline of fire alarm sounders unless otherwise noted.
  - 20. All dimensions are to the centerline of fire alarm control panels unless otherwise noted.
- NOTES:**
  - 1. All dimensions are in feet and inches unless otherwise noted.
  - 2. All dimensions are to the centerline of walls unless otherwise noted.
  - 3. All dimensions are to the centerline of doors unless otherwise noted.
  - 4. All dimensions are to the centerline of windows unless otherwise noted.
  - 5. All dimensions are to the centerline of stairs unless otherwise noted.
  - 6. All dimensions are to the centerline of ramps unless otherwise noted.
  - 7. All dimensions are to the centerline of elevators unless otherwise noted.
  - 8. All dimensions are to the centerline of mechanical rooms unless otherwise noted.
  - 9. All dimensions are to the centerline of utility rooms unless otherwise noted.
  - 10. All dimensions are to the centerline of storage rooms unless otherwise noted.
  - 11. All dimensions are to the centerline of janitor closets unless otherwise noted.
  - 12. All dimensions are to the centerline of electrical closets unless otherwise noted.
  - 13. All dimensions are to the centerline of telecommunications closets unless otherwise noted.
  - 14. All dimensions are to the centerline of fire alarm control panels unless otherwise noted.
  - 15. All dimensions are to the centerline of fire extinguishers unless otherwise noted.
  - 16. All dimensions are to the centerline of fire exits unless otherwise noted.
  - 17. All dimensions are to the centerline of fire doors unless otherwise noted.
  - 18. All dimensions are to the centerline of fire alarm pull stations unless otherwise noted.
  - 19. All dimensions are to the centerline of fire alarm sounders unless otherwise noted.
  - 20. All dimensions are to the centerline of fire alarm control panels unless otherwise noted.



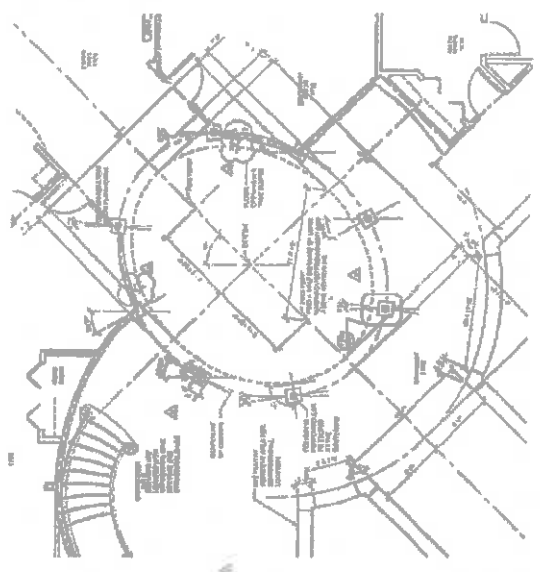


PROJECT: McKnight Place Assisted Living and Memory Care Phases 7A & 7B  
 LOCATION: University City, MD 21224  
 DATE: 08/20/2014  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT MANAGER: [Name]  
 ARCHITECT: [Name]  
 ENGINEER: [Name]  
 INTERIOR DESIGNER: [Name]  
 LANDSCAPE ARCHITECT: [Name]  
 MECHANICAL ENGINEER: [Name]  
 ELECTRICAL ENGINEER: [Name]  
 PLUMBING ENGINEER: [Name]  
 STRUCTURAL ENGINEER: [Name]

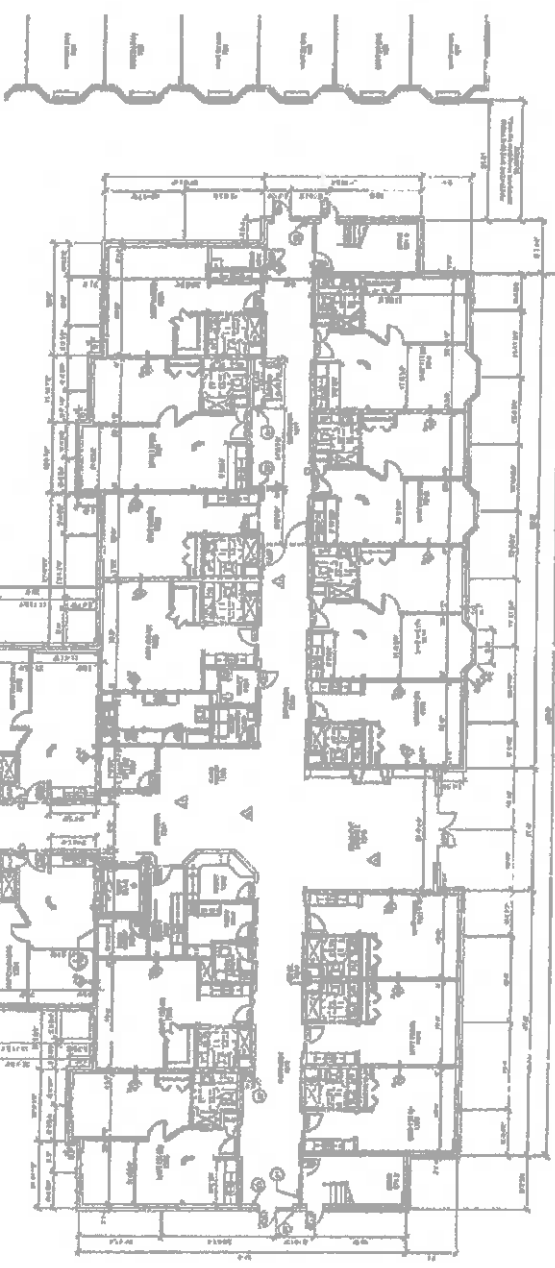
**BUILDING ACTION AND PERMISSIONS FOR  
 McKnight Place Assisted Living  
 and Memory Care  
 Phases 7A & 7B**  
 3 McKeight Place, University City, MD 21224

NO.	DESCRIPTION	DATE
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32	Issue for Review	08/20/2014
33	Issue for Review	08/20/2014
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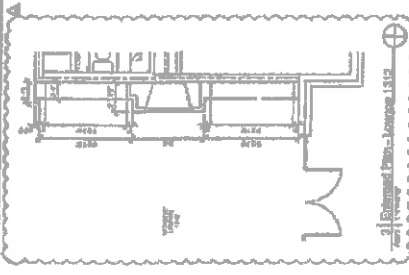
First Floor Plan  
 South  
 A221



North Section - McKnight Place Assisted Living and Memory Care Phases 7A & 7B



South Section - McKnight Place Assisted Living and Memory Care Phases 7A & 7B



TAXATION DIVISION  
PO BOX 3000  
JEFFERSON CITY, MO 65105-3000



*Missouri*  
DEPARTMENT OF REVENUE

Telephone: 573-751-5860  
Fax: 573-522-1722  
E-mail: [businesstaxregister@dor.mo.gov](mailto:businesstaxregister@dor.mo.gov)

MCKNIGHT PLACE ASSISTED LIVING  
3 MCKNIGHT PL  
SAINT LOUIS, MO 63124-1900

October 25, 2017

**CERTIFICATE OF NO TAX DUE**

RE: MISSOURI ID: 23235471  
Notice Number 2000564241

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of October 25, 2017. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and does not limit the authority of the Director of Revenue to assess, or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of an audit, a review of taxpayer's records, or a determination of successor liability.

**THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.**

TAXATION DIVISION



**University City**

8801 Delmar Blvd.  
University City,  
MO 63130

(314) 505-8500 Voice  
Fax

**NON-RES BLDG - NEW / ADDITION**

Issue Date: February 3, 2018

PROJECT DESCRIPTION: Assisted Living Facility

PROJECT #  
NONN-15-05959

(314) 505-8500  
Inspections

www.mygov.us  
Permits

LOCATION  
9 McKnight  
University City, MO 63124

LEGAL  
Boeshart Addition To Clayton

**CONTRACTOR**

Gateco  
One McKnight Place  
St. Louis, MO 63124  
(314) 306-8787 Phone  
pcor@gatecodevelopment.com

**OWNER**

MPAL Real Estate, LLC  
1 McKnight Pl  
Saint Louis, MO 63124

**AVAILABLE INSPECTIONS**

- ▶ Building Footing (C) (required)
- ▶ Building Foundation (C) (required)
- ▶ Building Framing (C) (required)
- ▶ Building Final (C) (required)
- ▶ Land Disturbance (Post-Project) (required)
- ▶ Certificate of Occupancy (required)

**NOTICES**

- 1) 314-505-8500 Voice
- 2) 314-862-3188 Fax
- 3) inspections@ucplymc.org E-mail
- 4) All work must be done in compliance with all applicable codes referenced or adopted by the Municipal Code of University City.
- 5) A copy of the signed permit and approved plans must be on site at all times.
- 6) The project address must be clearly posted at the job site.
- 7) The erection (including excavating), demolition, alteration or repair of any building or other structure between the hours of 10 PM and 7 AM, and on Sunday.

**OCCUPANCY INFORMATION**

ICC - R-4 Residential Care/Assisted Living Facilities - 2 - A  
Square Footage: 102546  
Valuation: \$ 15,358,314.42

**INFORMATION**

CD Area	None
Estimated Construction Cost (ECG)	13300000.00
Flood Zone	None (Zone X)
Historic	No
Locator ID	18K430435
Locator PID	18K430435
National Register	No
Notification Method	Phone Call - Contractor Picks Up Plans
Occupancy Load	
Private Subdivision	No
Released Via	Pick-up
Req Forest Activity Permit (FAP)	No
Sprinkler System	Yes (Required)
Structure Description	Type 2a
Tenure	Not Owner
Ward	Ward 1
Zoning	HRD High Density Residential/Office

FEE	TOTAL = \$ 83,433.58
BD21-Building Application Fee (I) (25%)	\$ 15,858.31
BD22-Building Permit Fee (I) (75%)	\$ 47,574.94
Fee Rounding (Option 1)	\$ 0.31

**PAYMENTS** **TOTAL = \$ 83,433.58**

## NOTES

### › Additional Fees

Additional fees will be charged when inspections cannot be conducted because (1) the inspector cannot access the site, (2) the work is not ready for an inspection, (3) the number of re-inspections without progress exceeds the acceptable rate, or (3) when inspections are cancelled on the same day. The fee shall be charged at the rate of thirty-five dollars (\$35.00). (240.020-103.5)

### › Final Inspections Required

All permits shall have a final inspection. It is the applicants responsibility to obtain a final inspection. Finalizing a building permit does not necessarily grant permission for the building to be occupied or confirm that all other project permits (such as mechanical, electrical, plumbing, and demolition) are approved and finalized.

### › Right-of-Way Permits

A separate permit is required for any work within the City owned right-of-way that disturbs or occupies any portion of the pavement, curb and gutter, driveway entrances, sidewalk, landscaping or grassed areas, etc. If applicable, please contact the Department of Public Works and Parks (314-505-8560) to obtain all necessary right-of-way permits prior to construction.



## City Manager's Report Agenda Item Cover

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**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Liquor License for **The W Karaoke Lounge, 6655 Delmar Blvd.**

**AGENDA SECTION:** City Manager's Report

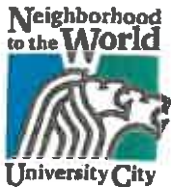
**CAN THIS ITEM BE RESCHEDULED?** YES

**BACKGROUND REVIEW:** **Head East** Corporation DBA **The W Karaoke Lounge** has applied for **All kinds of intoxicating liquor, by the Drink, Retail** liquor license including **Sunday Sales**. The applicant/owner is **Xin Dong We**.

- A background check by the Police Department revealed no disqualifying information.
- Department approval was granted from Community Development, with no additional comments.
- Recommendations from University City citizens are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2016 Personal Property tax record for the applicant indicate payment of taxes.
- Current voter registration documentation for the applicant was provided.

**ATTACHMENTS:** Background Check  
Department Approvals

**RECOMMENDATION:** Approval



#108

CITY OF UNIVERSITY CITY  
**APPLICATION FOR LIQUOR LICENSE**  
 University City Municipal Code, Chapter 600 Section 600.060

**INSTRUCTIONS:** Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

◇ AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ◇

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:  
 (Please check each classification that applies)

- |                                     |     |   |          |
|-------------------------------------|-----|---|----------|
| <input checked="" type="checkbox"/> | 2-  | All kinds of intoxicating liquor, by the drink, retail . . . . .                                | \$450.00 |
| <input type="checkbox"/>            | 4-  | CLUB: All kinds of intoxicating liquor, by the drink, retail . . . . .                          | 200.00   |
| <input type="checkbox"/>            | 5-  | Malt liquor not in excess of 5% alcohol wholesaler to wholesaler . . . . .                      | 75.00    |
| <input type="checkbox"/>            | 6-  | Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler . . . . .             | 150.00   |
| <input type="checkbox"/>            | 7-  | Malt liquor not in excess of 5% alcohol wholesaler to retailer . . . . .                        | 150.00   |
| <input type="checkbox"/>            | 8-  | Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer . . . . .               | 300.00   |
| <input type="checkbox"/>            | 9-  | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail . . . . . | 75.00    |
| <input type="checkbox"/>            | 10- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail . . . . .   | 75.00    |
| <input type="checkbox"/>            | 11- | Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail . . . . .               | 75.00    |
| <input type="checkbox"/>            | 12- | Intoxicating liquor not more than 22%, by the package, retail . . . . .                         | 75.00    |
| <input type="checkbox"/>            | 13- | Intoxicating liquor of all kinds, wholesaler to wholesaler . . . . .                            | 375.00   |
| <input type="checkbox"/>            | 14- | Intoxicating liquor of all kinds, wholesaler to retailer . . . . .                              | 750.00   |
| <input checked="" type="checkbox"/> | 15- | Intoxicating liquor of all kinds, by the package, retail . . . . .                              | 150.00   |
| <input checked="" type="checkbox"/> |     | Sunday Liquor License . . . . .   | 300.00   |



**I. BUSINESS APPLYING FOR LICENSE:**

**A. BUSINESS NAME AND TYPE**  
 Food East Corporation (Part of the W. Kentucky Lounge)  
 744 Bus. Lounge Lounge

Sole Owner  
 Partnership  
 Corporation  
 Limited Liability Company

**B. DESCRIPTION OF PREMISES AND ADDRESS:**

DESCRIPTION: Single Building used to be Market for produce

ADDRESS: 1448 Topping Road St. Louis, MO 63131

HOURS OF OPERATION: Sun-Thurs 4:00-12:00 am F-Sat 2:00-2:00 am

**C. PHONE:**

**II. MANAGING OFFICER:**

**A. NAME:** (LAST) (FIRST) (MIDDLE INITIAL)  
 WEI Yin E

**B. ADDRESS, CITY & ZIP CODE:** 1448 Topping Rd, St Louis, MO 63131

**C. PHONE:** 917 669 2052

**D. DATE OF BIRTH:**

**F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)** 47669 2052

**G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)**  
 7125 Piccadilly Ave St Louis, MO 63143

**H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:**  
 China / Naturalization at Mount Vernon of Illinois

**I. MISSOURI RESIDENT SINCE: (MONTH & YR)** 09/2007

**K. TOWNSHIP:** Normandy

**L. COUNTY:** St Louis

**M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:**  
 Restaurantier / Manager (Owner of Corner 1)

**N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)**

**FOR PARTNERSHIP OR LIMITED PARTNERSHIP** NUMBER OF MEMBERS:

**A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)**

**FOR CORPORATION OR LIMITED LIABILITY COMPANY** NUMBER OF MEMBERS: 2

**A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)**

Danfeng Wei 1448 Topping Rd St Louis, MO 63131 641-286-2158 05/10/1986 59

Yin Deng Wei 1448 Topping Rd St Louis, MO 63131 917-669-2052 09/10/1986 51

**OTHER PERSONS** NUMBER OF MEMBERS:

**A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)**

**B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)**

**III. OTHER INFORMATION**

A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI?  
 YES  NO

B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI?  
 YES  NO

C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE?

D. EXPLAIN (WHEN, WHERE?)

YES  NO (IF YES, EXPLAIN, SEE ITEM D)

E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED?

F. EXPLAIN (WHEN, WHERE?)

YES  NO (IF YES, EXPLAIN, SEE ITEM F)

G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE?

H. EXPLAIN (WHEN, WHERE?)

YES  NO (IF YES, EXPLAIN, SEE ITEM H)

I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR?

YES  NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)

J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES?

YES  NO (IF YES, EXPLAIN, USE PAGE 7 IF NECESSARY)

K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:

- RESTAURANT
- HOTEL DINING ROOM
- OTHER (PLEASE EXPLAIN)

Food

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 500,000 OTHER (INCLUDING LIQUOR) \$ 200,000

M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS?  YES  NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):

N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)

YES  NO

AMOUNT OWED:

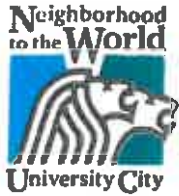
\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:



**Inter-office Memo**



Date: 8/17/17

**TO:** Colonel Hampton, Chief of Police  
**FROM:** Lieutenant Isenberg  
**SUBJECT:** 6655 Delmar (Liquor License Application)  
**CC:**

---

**Business**

Head East Corporation  
DBA – The W Karaoke Lounge  
6655 Delmar Blvd.  
University City, MO 63130

**Applicant**

Xin Dong Wei  
DOB -  
1448 Topping Rd.  
St. Louis, MO 63131

Sir,

I have reviewed the findings of the investigation completed by Detective John-Henry Santos concerning the liquor license application submitted by Xin Dong Wei for The W Karaoke Lounge located at 6655 Delmar, University City, MO 63130. Det. Santos' investigation was thorough and revealed no cause for a denial for a City of University City Liquor License as applied for by Xin Dong Wei.

Respectfully Submitted,

Lt. Isenberg.

Final Approval:

Col. Larry Hampton, Chief of Police



**Police Department**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 725-2211

## MEMORANDUM

TO: Chief Hampton

FROM: Detective Santos

DATE: 08-17-2017

SUBJECT: Liquor License Application; 6655 Delmar

**Business**

Head East Corporation DBA The W Karaoke Lounge  
6655 Delmar  
University City, Mo. 63130  
1-917-669-2052

**Applicant**

Xin Dong Wei  
1448 Topping Rd., St. Louis, Mo. 63131  
1-917-669-2052

Application received by Detective Nodari on 08-09-2017

The Application is for (1) All kinds of Intoxicating liquor, by the drink, retail and (2) Sunday Liquor License

**08/10/2017**

- Detective Santos contacted Xin Dong Wei and asked him to complete a St. Louis County "Records Check".
- Detective Santos verified Xin Dong Wei has a valid Missouri Driver's license.
- Detective Santos contacted the Missouri Secretary of State and verified that "Head East Corporation" has valid Articles of Organization and revealed Head East Corporation is in "Good Standings" and was formed on 03/22/2017.
- A computer check through Lotus Notes revealed the following calls for service for the previous businesses. The above listed business has yet to open and operate:

**Affray/General Disturbance: 2 Calls for Service**

**Suspicious Persons: 1 Call for Service**

**Larceny/ Fraud: 2 Calls for Service**

**Alarm Sounding: 0 Calls for Service**

**Burglary: 1 Call for Service**

**Sick Case/Accidental Injury: 0 Calls for Service**  
**Auto Theft: 0 Calls for Service**  
**Open Door: 0 Calls for Service**  
**Auto Accident: 9 Calls for Service**  
**Harassing Calls: 0 Calls for Service**  
**Drug Violation: 0 Calls for Service**  
**Pedestrian Check: 0 Calls for Service**  
**Found Property: 0 Calls for Service**

The above calls for service date back to 2015.

08/11/2017

- Detective Santos met with Xin Dong Wei and conducted an interview at the police station.
- During this interview Detective Santos learned that Xin Dong Wei is married (three years) and has two kids.
- Xin Dong Wei advised me that he has been living at her current address for the past 2 years. Xin Dong Wei advised me that he has owns two other businesses, Joy Luck and Comer 17.
- Xin Dong Wei stated he was born in Fujian, China and had moved to the United States in November 13, 2003 and has been living here for the last thirteen years.
- Xin Dong Wei confirmed that he was not obtaining this license for any other individual and that he is the sole owner and proprietor of the business.
- Xin Dong Wei brought a St. Louis County "Records Check", which read "NO RECORD" (see attached).

08/17/2017

- Detective Santos verified with the Missouri Division of Alcohol & Tobacco Control (Agent Harmon) shows that The W Karaoke Lounge has no violation and currently does not have a liquor license.
- Detective Santos verified with the Missouri Attorney General's Office that Head East Corporation, The W Karaoke Lounge, and the owner Xin Dong Wei is not under any investigations.
- Detective Santos verified with the Better Business Bureau that The W Karaoke Lounge is not an Accredited Business with the Better Business Bureau in the State of Missouri.

Respectfully,

  
Detective John-Henry Santos, DSN 461.

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

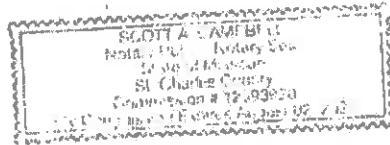
Comes now Xin Wei of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.

Xin Wei  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 21 OF June 2017.

Scott A. Campbell  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:	_____	
Community Development	<u>Andrew</u>	Date: <u>12-7-17</u>
Comments:	<u>conditional occupancy requirements to</u>	
City Manager	<u>be met as per 12/7/17</u>	Date: <u>permit.</u>
Comments:	_____	

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

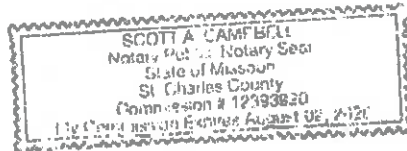
Comes now Xin Wei of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.

Xin Wei  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 21 OF June 2017.

Scott A. Campbell  
NOTARY PUBLIC

MY COMMISSION EXPIRES.



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief _____	Date: _____
Comments: _____	
Community Development _____	Date: _____
Comments: _____	
City Manager _____	Date: _____
Comments: _____	

**IV. SUNDAY LIQUOR LICENSE**

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) Wei (FIRST) Xin (MIDDLE INITIAL) D

B. BUSINESS NAME: The W Karaoke Lounge PHONE NUMBER: 417 669-2052

Type of Liquor License held or applied for:

- 1-2 All kinds of intoxicating liquor, by the drink, retail
- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.

Xin Wei  
Signature of Applicant

Manager  
Title of Applicant

06/14/2017  
Date



**V. RECOMMENDATIONS - COMPLETE IF APPLYING FOR LICENSE TYPE 2\*10\*OR,11**

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.080 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a creditable resident, real property tax-paying citizen of University City, vouching for the character of the applicant.

1) Date: 6-23-17 Name: Lois Fed Estate LLC  
 Location of University City real property taxed in your name: 6135 D Avenue  
 How long have you known applicant? 2 Are you related? No  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? Yes  
 Phone Number: 314-727-0110 Signature: [Signature]

2) Date: June 27, 17 Name: Lilini C. Wembuena  
 Location of University City real property taxed in your name: 8409 Zimere Ave  
 How long have you known applicant? 4 years Are you related? Friend  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? Yes  
 Phone Number: 314-712-6612 Signature: [Signature]

3) Date: June 27 Name: Amanda  
 Location of University City real property taxed in your name: 8353 L...  
 How long have you known applicant? 1 year Are you related? No  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? Yes  
 Phone Number: 314 735 5046 Signature: [Signature]

4) Date: June 27, 17 Name: Melinda Montford  
 Location of University City real property taxed in your name: 8409 Zimere Ave  
 How long have you known applicant? 2 years Are you related? No  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
 Do you vouch for applicant's moral character and reputation? Yes  
 Phone Number: 314-600-8322 Signature: [Signature]

5) Date: 6/27/17 Name: STEVEN M. STONE  
 Location of University City real property taxed in your name: 655 KIRKLAND  
 How long have you known applicant? SINCE Are you related? NO  
 Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
 Do you vouch for applicant's moral character and reputation? YES  
 Phone Number: 314-251-9205 Signature: [Signature]

IF SEEN  
 DELIVER  
 END

Neighborhood  
to the World



University City

6801 Delmar Blvd  
University City, MO 63130  
Tel: (314) 505-8544  
Fax: (314) 863-0921

**VI PETITION- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11**

Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. **Please Note:** In the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.

The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and owners occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the drink, to be consumed on the premises where sold:

**NAME**

**ADDRESS**

Bo Wang

605 Leland Ave Apt 304 63130

Saud Alaniz

605 Leland Ave Apt 105 63130

Tom Levans Jr

605 Leland Ave Apt 104 63130

Jennie Lavel

605 Leland Ave Apt 104 63130

Steve Stone

6625 Delmar Blvd 63130

Johnnie Lee

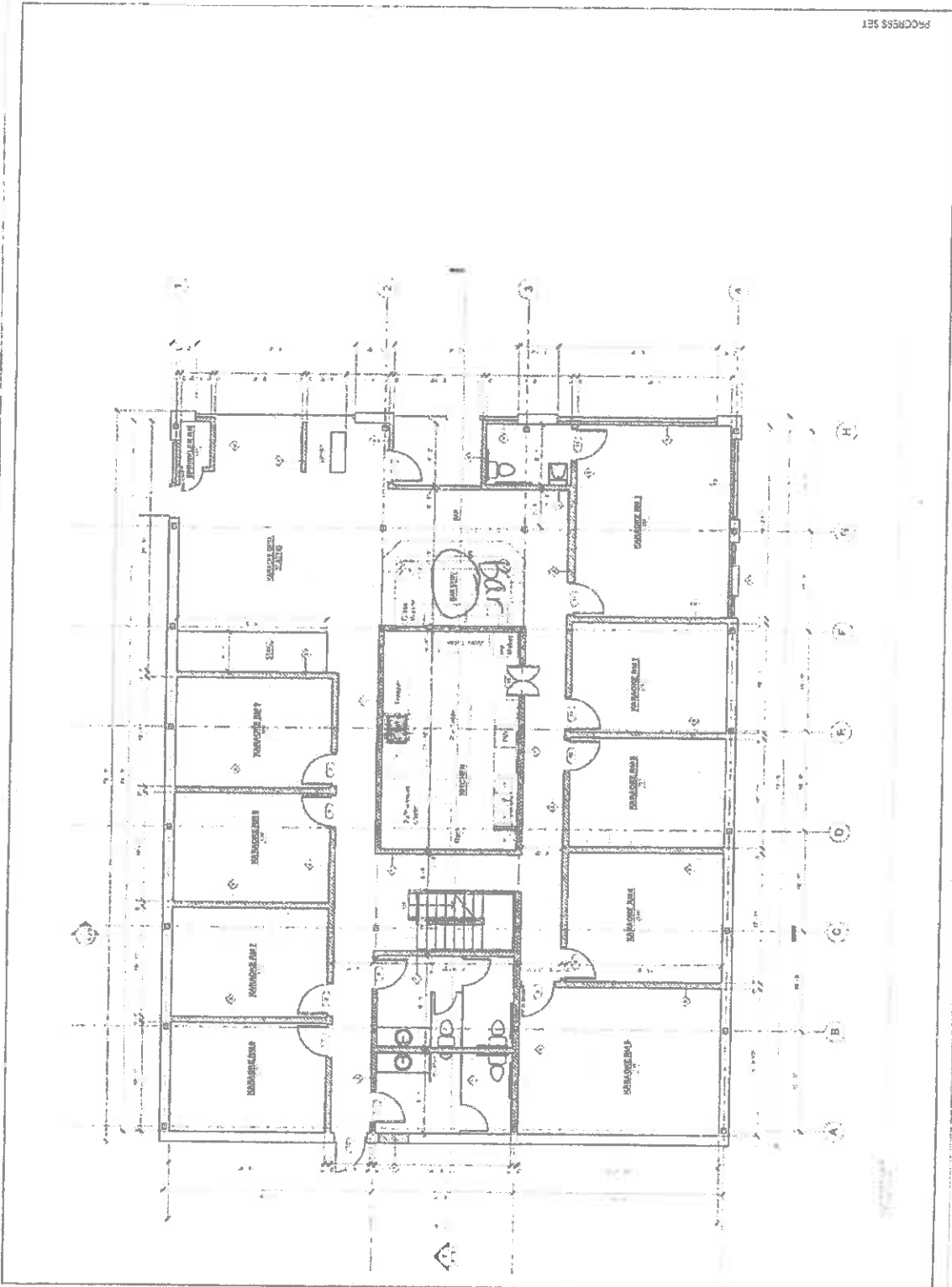
605 Leland Ave Apt 104 63130

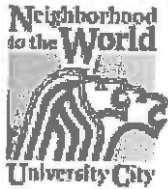
Yadong Xu

605 Leland Ave Apt 104 63130

(Attach additional sheet if necessary)







**University City**

6801 Delmar Blvd.  
University City,  
MO 63130  
(314) 505-8500 Voice  
Fax

**COMMERCIAL OCCUPANCY PERMIT (COP)**

Issue Date: December 7, 2017

PROJECT DESCRIPTION: karaoke lounge & bar name- The W Karaoke Lounge

PROJECT #  
CMPM-17-09486

(314) 505-8500  
Inspections

www.mygov.us  
Permits

LOCATION LEGAL  
6655 Delmar Delmar Garden  
University City, MO 63130

**CONTRACTOR**

The W Karaoke Lounge  
1448 Topping Rd  
St. Louis, MO 63131  
(917) 669-2052 Phone  
xinwei0504@gmail.com

**OWNER**

Market In The Loop LC  
8420 Delmar Blvd Unit 406  
Saint Louis, MO 63124

**NOTICES**

- 1) 314-505-8500 Voice
- 2) 314-862-3168 Fax
- 3) inspections@ucitymo.org E-mail
- 4) Any additions, subtractions, or substitutions of individuals on the occupancy permit requires the head-of-household to amend this permit.
- 5) It is unlawful for a property to be occupied by person or property greater than the number indicated on this permit, persons not specific listed on the permit, or for a property to be occupied without the required permit.

**INFORMATION**

01 - Permit Type	CONDITIONAL PERMIT
02 - Expiration Date	2018-01-14
Area Devoted: Office in SF	100
Area Devoted: Other (Define)	
Area Devoted: Other in SF	
Area Devoted: Repair / Mfg in SF	
Area Devoted: Sales in SF	3900
Area Devoted: Storage in SF	100
Area: 1st Floor in SF	4100
Area: Basement in SF	
Area: Total SF of All Spaces	4100
Business Status	Corporation (requires list of officers)
CD Area	CD Area 3
Commercial Occupancy Load	139
Flood Zone	None (Zone X)
Historic	No
Home Occupation	No
Land Use	Commercial
Locator ID	18H412477
Locator PID	18H412477
Means of Egress (Quantity)	3
National Register	No
Number of Staff	8
Off Street Parking Spaces	5
Off Street Parking Spaces (Total)	5
Previous Use of Space	social house
Private Subdivision	No
Tenure	Not Owner
Use Group	A2
Ward	Ward 2
Year Built	1988
Zoning	CC Core Commercial District

**FEES**

**TOTAL = \$ 123.60**

CO3 - Over 2,500 SF	\$ 120.00
Convenience Fee	\$ 3.60

**PAYMENTS** **TOTAL = \$ 123.60**

The W Karaoke Lounge (Xin Wei) Cc on 12/07/2017	(\$123.60)
--	------------

**ISSUED BY** \_\_\_\_\_, Director of Community Development



12/07/2017

Issuer's Signature

Date



# Saint Louis COUNTY POLICE

Colonel Jon M. Belmar  
Chief of Police  
7900 Forsyth Boulevard  
St. Louis, Missouri 63105  
Voice/TTY (314) 889-2341

## BUREAU OF CENTRAL POLICE RECORDS - (314) 615-5317 ARREST RECORD INFORMATION

**RECORD CHECK INFORMATION REFLECTS ARREST/CRIMINAL INFORMATION FOR  
ST. LOUIS CITY AND ST. LOUIS COUNTY ONLY  
DOES NOT INCLUDE TRAFFIC VIOLATION INFORMATION  
RECORD CHECK APPLICATIONS WILL NOT BE ACCEPTED BY FAX**

### SECTION A: MUST BE COMPLETED PERSONALLY BY INDIVIDUAL REQUESTING RECORD CHECK

NAME Xin Wei  
ADDRESS: 1448 Topping Rd  
CITY St Louis STATE MO ZIP 63131  
SOCIAL SECURITY # \_\_\_\_\_  
RACE Asian SEX Male HT 5'7" WT 150  
DATE OF BIRTH \_\_\_\_\_  
PLACE OF BIRTH China

THIS INFORMATION IS CURRENT AS OF \_\_\_\_\_ BUT MAY NOT FULLY REFLECT DISPOSITIONS INSTITUTED THEREAFTER IN THE JUDICIAL PROCESS OR DURING JUDICIAL REVIEW.

I authorize the St. Louis County Police Department to release arrest/conviction information concerning myself which is on file at the Regional Justice Information Service in compliance with Chapter 610, Revised Missouri Statutes. I further understand that I am required to provide satisfactory verification of my identity prior to release of this information and that I am subject to a fee in accordance with County ordinance. The intent of the record check is for:

- St. Louis City and St. Louis County arrest/conviction information - OPEN RECORDS ONLY
- Record challenge (St. Louis County arrest/conviction information - BOTH OPEN AND CLOSED RECORDS)
- Child care and nursing home employment

### OFFICIAL NOTICE OF DISCLAIMER

THE RECORD INFORMATION SHOWN ON THIS FORM INCLUDES OPEN ARREST INFORMATION AND CERTAIN CLOSED INFORMATION WITHIN ST. LOUIS COUNTY AS DEFINED BY MISSOURI STATE STATUTE. THIS **INCLUDES** ARRESTS AND CONVICTION INFORMATION WITHIN ST. LOUIS COUNTY AS WELL AS CONVICTION INFORMATION **ONLY** FOR ST. LOUIS CITY. The information provided is based on comparison of our records with the name, race, sex, age, date of birth and social security number provided by the applicant and, to the best of our knowledge, the information provided belongs to the applicant. Since the only positive means of identification is through fingerprinting and fingerprinting was not part of this record check, the Police Department cannot state unequivocally the record belongs to the applicant.

Xin Wei  
Signature

08/10/1986  
Date of request

**SEE REVERSE SIDE FOR ARREST RECORD INFORMATION**



COLLECTOR OF REVENUE  
41 S CENTRAL AVE  
ST LOUIS MO 63105  
(314) 615-5500

**ST LOUIS COUNTY, MISSOURI  
PERSONAL PROPERTY TAX BILL**

RECEIPT  
12/30/2016  
TAX YEAR  
**2016**

ACCOUNT NUMBER	100599428	TAXING NAME	WEI XIN	PIN	
		LOCATION	1448 TOPPING RD	SCHOOL/SUB	108AK

Taxes are based on ownership on January 1 of tax year, and become delinquent at 12:00 midnight December 31.  
A paid tax receipt for previous year(s) is needed to license or renew registration on any motor vehicle.

WEI XIN  
1448 TOPPING RD  
SAINT LOUIS MO 63131

TAX DISTRIBUTION	
ST. OF MISSOURI	6.06
COUNTY HEALTH FUND	28.29
CO. PARK MAINT.	10.11
COUNTY BOND RETIRE	3.84
ROAD & BRIDGE	21.22
ST L COMM COLL	44.16
SPEC SCH DIST	250.79
MET ZOO MUS DIST	58.49
COUNTY LIBRARY	45.47
SCH-PARKWAY	854.03
MSD EXTENSION	24.17
SHELTERED WORKSHOP	18.19
COUNTY GENERAL	42.24

ASSESSED VALUE	TYPE	TAX RATE	SPECIAL ASSESSMENTS
20,210	PERSONAL	6.9523	
TAX AMOUNTS			
CURRENT TAX AMOUNT		\$1,405.06	
CREDITS		-\$1,405.06	
<b>TOTAL DUE</b>		<b>\$0.00</b>	

MO law 139.100, 52.280 mandates the assessment of interest of 2% per month or any part thereof, plus a 2% penalty for all taxes unpaid by 12 midnight December 31 of tax year.

In compliance with State statute 139.100 payments by mail require "postmark" by United States Postal Service on or before December 31.

**IMPORTANT:** Companies MUST SHOW PROOF of paid business personal property tax when applying for any County issued annual license or permit.

TEAR HERE AND RETURN LOWER PORTION WITH PAYMENT

ACCOUNT NUMBER	SCHOOL/SUB	CITY CODE	SITE CODE	<b>ST LOUIS COUNTY, MISSOURI PERSONAL PROPERTY TAX BILL</b>				RECEIPT	TAX YEAR
100599428	108AK	083	1400	REG			12/30/2016	<b>2016</b>	
VALUATION	TYPE	RATE PER \$100 =	CURRENT TAX +	INTEREST +	PENALTIES +	TOTAL FEES =	PIN		
20,210	PERSONAL	6.9523	1,405.06	0.00	0.00	0.00		<b>PAY THIS AMOUNT</b>	
			-1,405.06	CREDITS				<b>\$0.00</b>	

Make checks payable to: **COLLECTOR OF REVENUE**

		DESCRIPTION OF PROPERTY	VEHICLE FEE	VALUATION
030876	A 13	TOYO COROLLA VIN 5YFBU4EE2DP150986		3,350
393187	A 14	AUDI Q7		11,710
670605	A 12	AUDI A4 VIN WAUBFAFL8GN015946		5,150

PRINT MAILING ADDRESS CHANGE \_\_\_\_\_

WEI XIN  
1448 TOPPING RD  
SAINT LOUIS MO 63131

RECEIPT PAID DATE: 12/30/2016





RICHARD H. KELLETT  
Chairman  
TRUDI MCCOLLUM FOUSHEE  
Commissioner  
ERIC FEY  
Director of Elections



JOHN W. MAUPIN  
Secretary  
vacant  
Commissioner  
RICK STREAM  
Director of Elections

## CERTIFICATE OF REGISTRATION

STATE OF MISSOURI     )  
                                  ) SS  
COUNTY OF ST. LOUIS   )



This is to certify that                   Xin Wei                   is a resident and registered voter in  
Precinct   43    of Missouri River                   Township of the County of St. Louis and the  
State of Missouri having registered on   9/29/16

I do hereby certify the following to be true and correct information obtained from the voter registration file and verified by the applicant.

Current Address: 1448 Topping Drive  
City/State/Zip: Saint Louis, Missouri 63131  
Date of Birth: 7/10/86  
U. S. Citizen: YES

IN WITNESS WHEREOF, I hereunto set my hand and the seal of said Board of Election Commissioners located in St. Louis County, Missouri, this 21 Day of June, 2017.

  
\_\_\_\_\_  
Signature of Election Board Official

(Seal)

Location description:

The W karaoke lounge is located at 6655 Delmar Blvd, Saint Louis MO 63130 where the Market Pub House used to be. All of the entrances and exists stay same. This will be a Karaoke bar with food service. We have 10 private karaoke rooms for friends and family who do not want to sing in public area. But we do also have a common area with tables and a bar where many other people can come to eat, drink and sing. This is will a fun place in the loop and attract a lot people from different cultural background. Our operation hours run from 4:00 pm to midnight Monday through Thursday, 2:00 pm to 2:00 am Friday and Saturday and 2:00 pm to midnight on Sunday.

Thanks 

*Xinling*

06/27/17



MISSOURI DEPARTMENT OF REVENUE  
 TAXATION DIVISION  
 P O BOX 3300  
 JEFFERSON CITY MO 65105-3300

**SALES TAX REGISTRATION**

HEAD EAST CORPORATION HEAD EAST CORPORATION 6623 DELMAR BLVD UNIVERSITY CITY MO 63130	DATE: JUNE 15, 2017
	MO TAX ID NUMBER: 23403900
	PHONE: (573) 751-5860
	FAX: (573) 522-1722
E-mail: <a href="mailto:businessstaxregister@dor.mo.gov">businessstaxregister@dor.mo.gov</a>	

The Taxation Division has processed your Missouri Registration Application and issued the enclosed Retail Sales License(s).

Missouri Tax Identification Number 23403900 and PIN 0566 have been assigned to your business. Please refer to these numbers when corresponding with the Missouri Department of Revenue.

Your filing frequency is monthly. If you are a seasonal filer, a return must be filed for the month(s) you are registered for. If you only sell at special events, a return must be filed for the month(s) you receive a reporting form and attend an event. If you plan to attend a special event that you are not registered for, contact us at the above phone number or email address. If you have no tax to report, a zero return must be filed for the month(s) you are registered for. Your reporting forms will be mailed to you once a year in the form of a voucher booklet, which you should receive in about four weeks.

Below is your statement of no tax due from us which is a prerequisite to issuance or renewal of any city or county occupation license or any state license required for conducting any business where goods are sold at retail. You can also obtain a no tax due from our web site at [www.dor.mo.gov](http://www.dor.mo.gov), call 573-751-9268 or email us at [taxclearance@dor.mo.gov](mailto:taxclearance@dor.mo.gov).

If you require additional information or assistance, please contact the Department at the address or telephone number shown above.

**CERTIFICATE OF NO TAX DUE**

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all sales and withholding tax due, including penalties and interest, or does not owe any sales or withholding tax, according to the records of the Missouri Department of Revenue, as of JUNE 14, 2017. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that becomes known to the Missouri Department of Revenue as a result of audit, review of taxpayer's records, or determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

DIRECTOR OF REVENUE OR DELEGATE  
 STATE OF MISSOURI

BY:

David J. Zanone

(07606)



## Council Agenda Item Cover

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**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Right-of-Way Management Code Section and General Provisions Code Amendment relating to telecommunication facilities

**AGENDA SECTION:** Unfinished Business

**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### BACKGROUND REVIEW:

Over the past several years there have been changes to telecommunications regulations at the Federal and State level. These changes should be incorporated into local regulations for legal conformity. As a follow-up to a City Council Study Session on this topic on September 25, 2017 amendments are hereby proposed to the City's Right-of-Way Management section of the Code (Section 505.220) and General Provisions (Chapter 100) of the Code as outlined in the below summary and contained in the attached draft ordinance:

1. New Subsection C of 505.220:

- a. Agreement and Fee: Codifies City requirement for an agreement to be in place (franchise for traditional utilities (gas, water, electric), license for incidental uses of the ROW, and ROW use agreement for all other uses) to place facilities in the ROW. Codifies grandfathered linear foot fee of 1.98 per linear foot per year and enacts \$200 per month antenna fee for antennas located in the ROW, with credit in accordance with § 67.1846 RSMo.
- b. Miscellaneous: The new subsection C also:
  - Requires separate authorization from City to attach to City facilities;
  - Requires separate lease with City for placement on public land (such as City parks);
  - Makes clear ROW user's use of the ROW is non-exclusive and that the user is solely liable for any damages to facilities or other property caused by their use of the ROW; and
  - Requires ROW users to indemnify the City and be responsible for costs, comply with all state, federal, and City laws, including building, safety, and zoning regulations, and provides no cause of action against the City for damages.

2. New Subsection O and P of 505.220:

- a. Use of Existing Facilities: Requires use of existing facilities in the ROW to protect the ROW resource and reduce interference and obstructions while maximizing the public's ability to use and license the appropriate private and public uses of the

ROW. Provides a procedure to file for exception to this rule when facilities are not available or feasible to be used.

- b. Wireless Antennas and Facilities: Requires all wireless facilities to meet requirements of ROW code as well as all other requirements applicable to wireless facilities and subjects the same to conditions related to location, design, height, appearance, safety, interference, and building and zoning regulations. Requires the use of existing structures but allows exception when good cause is shown. Authorizes small wireless facilities to be approved for placement in ROW by Public Works Director and Park Director in any district if it meets the definition of small wireless within the zoning code and other requirements including cannot obstruct or cause a safety concern, only one facility per structure, no ground equipment, etc. Enacts compensation for antenna facilities at \$200 per attachment on City poles and \$200 per attachment on third-party structures with credit in accordance with § 67.1846 RSMo.

3. New Subsection F of 505.220:

- a. Insurance: Updates the City's current insurance requirements including increasing amount to the sovereign immunity limits and requires City to be named as an additional insured with equivalent coverage of the insured.

4. Miscellaneous Optional Provisions (Chapter 100):

Enforcement Provisions: Provides ordinance authority where lawful and applicable for reimbursement of costs and City attorney fees when the City expends public funds to enforce its ordinances and provides penalties for those who holdover or are otherwise on City property without a valid lease or authorization.

**RECOMMENDATION:**

Staff recommends City Council approval of the Right-of-Way Management Code Section and General Provisions amendments to the Municipal Code as proposed.

**ATTACHMENTS:**

- Draft Ordinance for amending the Right-of-Way Management Code Section and General Provisions of the Municipal Code

INTRODUCED BY:

DATE: \_\_\_\_\_, 2017

BILL NO. 9345

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

**AN ORDINANCE AMENDING CHAPTERS 100 AND 505 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI RELATED TO REGULATIONS FOR RIGHT-OF-WAY MANAGEMENT AND ENFORCEMENT REGULATIONS.**

**WHEREAS**, the City of University City, Missouri (“City”) has specifically been granted authority including Section 67.1830 RSMo. to establish permitting requirements for structures or equipment for wireless communication facilities in the public right-of-way (“ROW”) and the City desires to reaffirm its intent to regulate and enforce permitting requirements for the wireless communication facilities in the ROW; and

**WHEREAS**, the City Council’s legislative findings include that: (a) the ROW is a unique and physically limited resource; (b) the ROW is critical to the travel and transportation of persons and property in the City; (c) the ROW is intended for public uses and must be managed and controlled consistent with that intent and can be partially occupied by Facilities and public service entities to the enhancement of the health, welfare, and general economic well-being of the City and its citizens; (d) to avoid disruption of the market and policy or requirement for a level playing field established by Section 67.5094 RSMo. regarding ownership of underlying land in approving wireless locations, wireless facilities in the ROW should not be subject to preferential zoning or compensation requirements so as not to distort the marketplace for such commercial activities; and (e) such findings require adoption of specific additional regulations to ensure coordination of users, maximize available space, reduce maintenance and costs to the public, and facilitate entry of a maximum most efficient number of Right-of-Way Users that will serve the public interest; and

**WHEREAS**, the City has been granted the authority to enact legislation to regulate the construction, placement, and operation of telecommunications towers and antennas pursuant to its zoning powers established in Chapter 89 RSMo. and additionally pursuant to its general and specific police powers established by statute (including Chapters 67, and 392 RSMo.); and

**WHEREAS**, the City is a “grandfathered” City authorized to impose linear foot fees and antenna fees pursuant to Section 67.1846 RSMo. because the City had, prior to May 1, 2001, one or more ordinances reflecting a policy of imposing a linear foot fee on public Right-of-Way Users; and

**WHEREAS**, consistent with state and federal law and the City Council’s legislative findings, the City Council desires to enact new regulations for small wireless facilities within the ROW and other pedestrian and vehicular ways; and

**WHEREAS**, the City is authorized to protect the taxpayer and public funds from incurring expenses resulting from violators of laws or contracts or other obligations to the City including such as relating to use of the city facilities or other City property, and the Council desires to amend the Municipal Code of the City of University City to ensure the regulations for

use of public property and facilities are clear and that recovery of costs are available in the event that the City is forced to incur such expenses.

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

**Section 1.** The whereas clauses and findings therein are hereby specifically incorporated herein by reference.

**Section 2.** Section 505.220, Right-Of-Way Management, of Article III of Chapter 505, Public Right-of-Way Use Regulations, of the Municipal Code of the City of University City, Missouri, is hereby amended to enact a new subsection C to read as follows:

*C. Agreement Required; User Fee.*

1. *Right-of-Way Use Agreement, License, or Franchise Required.* Except where otherwise authorized or required by applicable law, no Person may own, control, lease, maintain, use, or install Facilities in the Right-of-Way without a valid Franchise, License, or Right-of-Way Use Agreement with the City as provided herein and as follows:
  - (1) *Franchise.* A Franchise shall be obtained in conformance with all applicable Franchise procedures for any Right-of-Way User seeking to use the Right-of-Way for the purpose of providing, transporting or distributing electricity, gas, water, steam, lighting, energy, or sewer service to any Person or area within the City's limits and boundaries.
  - (2) *Right-of-Way Use Agreement.* A Right-of-Way Use Agreement shall be required for all other Right-of-Way Users, except as provided herein or otherwise required by law. A Right-of-Way Use Agreement shall conform to all applicable laws and requirements, including as provided herein, but shall not be subject to procedures applicable only to Franchises.
  - (3) *License for Incidental Uses.* Persons desiring to install an incidental use, which includes installation of temporary structures or minor incidental uses in the Right-of-Way, such as driveway aprons, ingress or egress facilities, and similar incidental uses, that utilize a small area of the Right-of-Way and serves the principal structure, may be permitted without a Franchise or Right-of-Way Use Agreement pursuant to a License issued by the Director of Public Works and Parks. The Director of Public Works and Parks shall have discretion to establish such application, requirements, and conditions applicable to such uses consistent with the purposes of this Chapter or as otherwise established by law. Any Person granted a License hereunder shall be subject to the applicable requirements of this Chapter. Unless otherwise stated in the License, a License shall be for an indefinite term and shall be revocable at any time on written notice in the public interest by the City.
2. *Application Required.* An application for a Franchise or Right-of-Way Use Agreement, shall be provided to the City on City forms and shall include all such information as is required by this Section and as determined necessary by the Director of Public Works and Parks. An



application deposit of \$500.00 is hereby established and shall be submitted with the application, which shall be utilized to at least partly offset the City's costs in reviewing and issuing an agreement, consistent with applicable law; any amount not used by the City for its actual lawfully reimbursable costs will be refunded upon request after execution of a Right-of-Way Use Agreement or Franchise. If applicable, the applicant shall be obligated to reimburse the City for its reasonable expenses associated with the review, negotiation, and adoption of an appropriate Right-of-Way Use Agreement or Franchise that may reasonably exceed the application deposit amount. The Right-of-Way User shall be responsible for accurately maintaining the information in the application during the term of any Franchise or Right-of-Way Use Agreement and shall be responsible for all costs incurred by the City due to the failure to provide or maintain as accurate any application information required herein.

3. *Condition Precedent to Right-of-Way Permit.* Unless otherwise required by applicable law, no Right-of-Way permit may be issued unless such person has a valid Franchise or Right-of-Way Use Agreement with the City.
4. *Grant and Nature of Approval; terms.* The authority granted by the City in any Right-of-Way Use Agreement, License or Franchise shall be for non-exclusive use of the Right-of-Way. Such grant does not in any way limit the continuing authority of the City through the proper exercise of its statutory powers to adopt and enforce ordinances necessary to provide for the health, safety, and welfare of the public. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Right-of-Way for any purpose and to any other Person, including itself, as it deems appropriate, subject to all applicable laws. The granting of any Right-of-Way Use Agreement, License or Franchise shall not be deemed to create any property interest of any kind in favor of the Right-of-Way User nor shall it create any relationship of agency, partnership, joint venture, or employment between the parties. All Franchises and Right-of-Way Use Agreements shall be approved by ordinance or resolution of the City Council on a non-discriminatory basis provided that the Person is in compliance with all applicable requirements.
5. *No Warranty.* The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Facilities on any particular segment of Right-of-Way and shall not be liable for any damage therefrom. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon the Right-of-Way User. The Right-of-Way User shall be solely liable for any damages to Facilities or other property due to excavation or other Right-of-Way work performed prior to obtaining the location of all Facilities within the work area. The Right-of-Way User shall not make or attempt to make repairs, relocation or replacement of damaged or disturbed Facilities without the approval of the owner of the Facilities.
6. *Use of City or Third-Party Facilities.* No Right-of-Way Use Agreement, License, or Franchise shall grant the right to use Facilities owned or controlled by the City or a third party, and no such use shall occur, without the express written consent of such party (on file with the City and subject to other applicable requirements), nor shall any Right-of-Way Use Agreement, License, or Franchise excuse such Person from first obtaining a pole attachment agreement or other express consent for such right or use before locating on the Facilities

controlled or owned by the City or a third party.

7. *Lease Required for Public Lands.* Unless otherwise provided, use or installation of any Facilities in non-Right-of-Way public property of the City shall be permitted only if a lease agreement or other separate written approval has been negotiated and approved by the City with such reasonable terms as the City may require, and subject to Charter Chapter C, Article XI, Section 98, limiting the use of designated Public Park or Recreational Facility in Section 115.270.

8. *Right-of-Way User Fees.*

(1) *User Fee.* Unless otherwise established by the City Council or applicable law, each Right-of-Way User shall pay to the City as compensation for the use of the public way, and including as referenced in Section 505.220.G.4, a user fee as follows:

- a. *Linear Foot Fee:* a monthly payment of \$.165 per linear foot of Facilities located in the Right-of-Way, for an annual amount of one dollar and ninety-eight cents (\$1.98) per linear foot of Facilities in the Right-of-Way; and
- b. *Antenna Fee:* a \$200.00 fee per month for each antenna in the Right-of-Way, if applicable to the user;

provided that all Right-of-Way Users shall be entitled to a credit against the user fee due hereunder equal to the payment(s) from such Right-of-Way User in accordance with Section 67.1846 RSMo.; provided, however, such credit cannot exceed the amount due under this subsection and may not be carried forward or back to any other time period and a credit shall not apply to any taxes paid under protest or otherwise paid with qualification unless so required by law.

(2) *Bundled Services.* The Right-of-Way User expressly acknowledges and agrees that to the extent it markets bundled services, including combination of goods or services, it will fairly reflect to the City an appropriate and reasonable division of services among the various services offered based on the actual value of each separate service. Whether or not the Right-of-Way User separates services on a subscriber's bill, it will provide to the City notice of any such allocation sufficient for City verification. Should the Right-of-Way User engage in billing or payment practices that, in the reasonable determination of the City, do not fairly reflect a fair and appropriate allocation, the City may nullify such allocation and require payment applicable to the full receipts.

(3) *Timing of Payment of User Fees.* Unless otherwise agreed to in writing, all Right-of-Way User fees shall be due and payable every month of each calendar year within thirty (30) days after the end each such month. A credit of the applicable gross receipts tax for that same period may be taken against the linear foot payment for that month.

(4) *Interest of Late Payments and Under Payments.* If any Right-of-Way User fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest on the

payment and interest on the unpaid balance shall accrue from the due date until received, at the rate of one and one-half percent (1.5%) of the total amount past due or at such other lower rate as may be required by applicable law.

- (5) *Fee Statement; Retroactive Adjustments.* Each Right-of-Way User fee payment shall be accompanied by a statement, certified as true, showing the manner in which the Right-of-Way User fee was calculated including the total number of feet of Right-of-Way occupied by the Right-of-Way User's Facilities and number of antennas in the Right-of-Way, the per foot linear foot rate applied, any credit or adjustment taken (including setting forth the prior month's gross revenue and describing what revenues or receipts were included and excluded in the fee paid), and the payment of the user fee made. If any fee statement is determined to understate the fee owed, then such additional amount owed shall be made with a corrected statement, including interest on said amount as provided herein. No refund, credit or offset shall be granted for any claimed payment or overstatement of the amount due or certification of facilities reported, provided that a corrected payment or reported may be filed within the time for the original time for payment
- (6) *No Accord and Satisfaction.* No acceptance by the City of any use fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any use fee payment be construed as a release of any claim of the City.
- (7) *Maintain Records.* Right-of-Way Users shall at all times maintain complete and accurate books of account and records of the business, ownership, and operations of the Right-of-Way User with respect to the Facilities in a manner that allows the City to determine whether the Right-of-Way User has properly calculated its user fee in compliance with this Section. Should the City reasonably determine that the records are not being maintained in such manner, the Right-of-Way User shall correct the manner in which the books and/or records are maintained so that the Right-of-Way User comes into compliance with this Section. All financial books and records which are maintained in accordance with FCC regulations and the regulations of any governmental entity that regulates utilities in Missouri, and generally accepted accounting principles shall be deemed to be acceptable under this Section. Such books and records shall be maintained for a period of at least three (3) years.
- (8) *Right of Inspection.* The City or its designated representatives shall have the right to inspect, examine, or audit, during normal business hours and upon seven (7) calendar days' notice, all documents, records, or other information that pertains to the Facilities within the Right-of-Way and/or Right-of-Way User's user fee obligations. In addition to access to the records of Right-of-Way User for audits, upon request, Right-of-Way User shall provide reasonable access to records necessary to verify compliance with the terms of this Section.
- (9) *Fees and Compensation not a Tax.* The fees and costs provided for in this Section, and any compensation charged and paid for the use of the Right-of-Way as provided for in this Section, are separate from, and additional to, any and all federal, state, City or other

local taxes as may be levied, imposed, or due.

9. *No Cause of Action Against the City.* A Right-of-Way User shall have no damages remedy or monetary recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of any ROW Use Agreement, License, Franchise, or other written authorization or because of the enforcement thereof by said City, or from the use of the Rights-of-Way. Nothing herein shall preclude the Right-of-Way User from seeking injunctive or declaratory judgment relief against the City where such relief is otherwise available and the requirements therefor are otherwise satisfied.
10. *Compliance with Laws.* Each Right-of-Way User shall comply with all applicable federal and state laws and regulations and rules as well as all City ordinances, resolutions, rules, and regulations heretofore and hereafter adopted or established. Right-of-Way Users shall at all times be subject to the lawful exercise of the police powers of the City, including but not limited to all police powers regarding zoning, supervision of the restoration of the Rights-of-Way, building and safety regulations, and control of the Rights-of-Way. Installation of all Facilities in the Rights-of-Way are subject to and must be in compliance with all zoning, safety, and building code requirements. For applications for installation of wireless Facilities in the Rights-of-Way, (1) the most restrictive adjacent underlying zoning district classification shall apply unless otherwise specifically zoned and designated on the official zoning map, and (2) no application shall be submitted for approval without attaching the City's consent to use the Rights-of-Way for the specific construction application in accordance with Chapter 67 RSMo.
11. *Indemnification.* Every Right-of-Way User, as a condition of use of the Rights-of-Way, shall at its sole cost and expense fully indemnify, protect, defend (with counsel for the City acceptable to the City) and hold harmless the City, its municipal officials, officers, employees, and agents, from and against any and all claims, demands, suits, proceedings, and actions, liability, and judgment by other persons for damages, losses, costs, and expenses, including attorney fees, arising, directly or indirectly, in whole or in part, from the action or inaction of the Right-of-Way User, its agents, representatives, employees, contractors, subcontractors, or any other person for whose acts the Right-of-Way User may be liable, in constructing, operating, maintaining, repairing, restoring or removing facilities, or use of the Rights-of-Way or the activities performed, or failed to be performed, by the Right-of-Way User under this Section or applicable law, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents, or contractors. Nothing herein shall be deemed to prevent the City, or any agent from participating in the defense of any litigation by their own counsel at their own expense. Such participation shall not, under any circumstances, relieve the person from the duty to defend against liability or its duty to pay any judgment entered against the City or its agents.
12. *Right-of-Way User Responsible for Costs.* The Right-of-Way User shall be responsible for all reasonable costs borne by the City that are directly associated with Right-of-Way User's installation, maintenance, repair, operation, use, and replacement of its Facilities in the Rights-of-Way that are not otherwise accounted for as part of a permit fee, to the extent

permitted by law. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request of the Right-of-Way User.

**Section 3.** Section 505.220, Right-Of-Way Management, of Article III of Chapter 505, Public Right-of-Way Use Regulations, of the Municipal Code of the City of University City, Missouri, is hereby amended to enact two new subsections O and P to read as follows:

**O. *Use of Existing Facilities Required; Exceptions.*** All new Facilities or structures shall collocate on available existing poles or within existing conduit, trenches, or other Facilities to minimize unnecessary use of Right-of-Way space, reduce potential existing or future interference and obstructions, and to reduce the cost to the public or others therefrom, and to maximize the public's ability to use and license appropriate private or public uses of the Right-of-Way in the public interest (except where preempted by law or where good cause is established as determined by the City applying these objectives). Where existing poles or Facilities are available, or exist at or near the proposed use, unless otherwise approved, the Applicant must either use such Facilities or file a written request verified by the Applicant for exception specifying the specific reasons why such Facilities are not available or feasible to be used and addressing the objectives hereof. Any secondary use of decorative pedestrian lighting poles, other than approved signage or banners, by a Right-of-Way User shall generally be prohibited unless the City Council approves a waiver in the public interest.

**P. *Wireless Antennas and Facilities.*** Pursuant to City authority, including Section 67.1830(f) RSMo., and to properly manage the limited space in the City's Right-of-Way, minimize obstructions and interference with the use of the Right-of-Way by the public, and to ensure public safety, preserve property values, and enforce the public policy to maintain neutrality as to ownership of wireless locations, while also seeking to facilitate delivery of broadband technologies to City residents and businesses, wireless Facilities shall be permitted in the Right-of-Way only in compliance with the requirements applicable to other Facilities and users in the Right-of-Way, and subject to the supplemental requirements set forth in this Section for wireless antennas and Facilities. Any wireless Facilities authorized in the Right-of-Way shall be only as authorized in a binding approved Right-of-Way Use Agreement, pole attachment agreement, or other written authorization with the City and subject to approval, denial, or condition relating to location, design, height, appearance, safety, specifications for use of City structures, and such zoning, building, or other regulations, including specifically Division 10 of Article V of Chapter 400, except as may be limited by law.

- 1. *General Conditions.*** Any wireless Facility in the Right-of-Way shall be authorized only for entities that have a current and unexpired lawful ROW Agreement or Franchise with the City pursuant to 505.220.C.1, and shall be subject to conditions relating to the location (including prohibited or limited locations), design, height, appearance, safety, radio-frequency, and other interference issues as may be lawfully imposed by the City where necessary or appropriate to protect the public, and to conform to policies and interests of the public as may be set forth in special district plans, historic areas, or other policies as may be reasonably adopted by the City to address changing infrastructure, technology, and uses of the Right-of-Way and/or City Facilities.

2. *“Fast-Track” Small Wireless Collocation.* Any wireless Facility meeting the requirements of a “Fast-Track Small Wireless Facility” as defined by Sections 400.1380 and 400.1405 of the Zoning Code, may be authorized to use and be located in the Right-of-Way with approval of the Director of Public Works and Parks subject to the following additional requirements:
  - (1) Only one Small Wireless Facility shall be permitted per existing structure in the Right-of-Way;
  - (2) No ground equipment shall be authorized, unless placed underground;
  - (3) No Small Wireless Facility shall be located in a manner which obstructs or causes a safety concern for vehicle or pedestrian traffic; and
  - (4) If the proposed structure the Applicant proposes to locate its Small Wireless Facility is not structurally sound, but the Director of Public Works and Parks finds such to be a desired location, the Director of Public Works and Parks can require the Applicant to install a new substantially similar structure at its cost.
3. *New Structures.* Wireless Facilities shall not be permitted in the Right-of-Way on new structures, provided that if evidence warranting an exception is provided by the Applicant pursuant to Section 505.220.O, the City Council may grant an exception authorizing a new structure for a wireless Facility if it also determines on a non-discriminatory basis such proposed application is in the public interest in light of the purposes of this Section and Subsection, and provided such use and location has received prior, separate zoning authorization as required by and in compliance with Division 10 of Article V of Chapter 400, to the extent permitted by law. In such circumstances where any new wireless structure application is permitted in the Right-of-Way, such use shall be subject to reasonable regulations or conditions and including any applicable specifications, compensation, and other terms established by the City in such approval or agreement as necessary or appropriate to preserve the purposes of this Section and Subsection.
4. *All other Wireless in Right-of-Way.* Any wireless Facility located on an Existing Structure, as defined by Section 400.1380 but not meeting the requirements of *subsections 1. General Conditions or 2. Small Wireless Collocation*, above, may be approved, subject to conditions as may be imposed consistent with the purposes of this Section, only upon approval by the Council upon a determination by the Council that such wireless Facility is: (1) in the public interest to provide a needed service to persons within the City, (2) cannot feasibly meet all of the requirements of a “Small Wireless Facility” but varies from such requirements to the minimum extent necessary, (3) does not negatively impact appearance or property values in light of the location, design, and circumstances to be approved, (4) does not create any reasonable safety risk, and (5) complies with all zoning, Right-of-Way, and other applicable requirements.
5. *Wireless Facility Compensation Requirements.* Unless otherwise established by the City Council or applicable law, compensation to the City for use of City Right-of-Way or structures for wireless facilities, in addition to any linear foot or other required compensation and conditions, including as authorized by § 67.1846 RSMo., Section 505.220.C.8. above, and as otherwise may be provided, shall be as follows unless

otherwise lawfully provided for in the agreement authorizing such use:

- (1) **City Structures.** If a wireless facility is to be located on a City owned structure acceptable for such use by the City, a pole attachment agreement, or other written authorization shall be required with terms including insurance, indemnification, and a monthly payment of \$200.00 per attachment or such other compensation as may be lawfully provided for in such agreement or authorization;
  - (2) **Third-Party Structures.** If a wireless facility is to be located on a structure owned by a third-party approving of such use, such facility shall pay a user fee to the City relating to use of the Right-of-Way, in the amount of the Antenna fees provided in Section 505.220.C.8(1).
6. **Application Requirements.** Any application including one or more wireless Antennas or Facilities shall include all requirements for (1) installation of any Facilities in the Right-of-Way as set forth in this Section, (2) the requirements of this Subsection, and also include (3) requirements for installation of wireless Antennas and Facilities set forth in the Uniform Wireless Communications Infrastructure Deployment Act (§§ 67.5090 *et seq.* RSMo.) or other applicable law including written proof of consent of landowner (copy of the Right-of-Way Agreement) and of structure owner (document authorizing use of the structure).

**Section 4.** Section 505.220, Right-Of-Way Management, of Article III of Chapter 505, Public Right-of-Way Use Regulations, of the Municipal Code of the City of University City, Missouri, is hereby amended by repealing subsection F and to enact a new subsection F to read as follows:

**F. Liability Insurance.** Except as provided in this section, each Right-of-Way User shall provide, at its sole expense, and maintain during the term of an agreement or franchise, commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by best of not less than "A," that shall protect the Right-of-Way User, the City, and the City's officials, officers, and employees from claims which may arise from operations under an agreement or franchise, whether such operations are by the Right-of-Way User, its officers, directors, employees and agents, or any subcontractors of the Right-of-Way User. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Right-of-Way User operations, products, services or use of automobiles, or construction equipment. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall be at least two million eight hundred dollars (\$2,800,000.00), but in no event less than the individual and combined sovereign immunity limits established by RSMo § 537.610 for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is listed as an additional insured and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days' advance written notice of such event being given to the Director of Public Works and Parks. If the person is self-insured, it shall provide the City proof of compliance regarding its ability to self-insure and proof of its ability to provide coverage in the above amounts. The

insurance requirements in this section or otherwise shall not apply to a Right-of-Way User to the extent and for such period during an agreement or franchise as Right-of-Way User is exempted from such requirements pursuant to RSMo § 67.1830(6)(a) and has on file with the city clerk an affidavit certifying that Right-of-Way User has twenty-five million dollars (\$25,000,000.00) in net assets and is otherwise, therefore, so exempted unless otherwise provided by agreement or franchise. The City reserves the right to waive any and all requirements under this section when deemed to be in the public interest.

A copy of the liability insurance certificate, or other proof of compliance if otherwise requested by the City shall be delivered by the Right-of-Way User to the city clerk.

**Section 5.** Article IV of Chapter 100, General Code Provisions, of the Municipal Code of the City of University City, Missouri, is hereby amended to enact two new Sections to read as follows:

**Section 100.200 Enforcement; Attorneys' Fees.**

The City shall be entitled to enforce any provision of this Code through all remedies lawfully available, and any person determined judicially to have violated the terms of this Code shall further be liable to pay the City's costs and attorneys' fees in enforcing such Code provisions. Additionally, any user of City services, right-of-way or other City facilities or property, shall, as a condition of such use or continued use, to the full extent permissible by law, be liable to pay the City's costs and attorneys' fees incurred in enforcing any lawful requirement applicable to such use, whether arising in contract, statute, ordinance, or other enforceable duty as to such use.

**Section 100.210 Violation; Remedies, Unauthorized Holdover.**

Any person who fails to hold and maintain a current and valid agreement with the City to use the City's land or facilities has no right to holdover and shall be subject to the provisions and City remedies of this subsection in addition to all other remedies and penalties as may otherwise exist in applicable law. Any claimed holdover right shall be deemed void and terminated upon expiration of a valid use agreement unless the City has affirmatively in writing authorized the holdover, or as otherwise may be required by law. Where an agreement, lease, or other agreement for use of public land or facilities expires, and in addition to any penalties or other requirements therein, the licensee during any period without a valid agreement shall, during any period of unauthorized use: (1) indemnify the City from any liability arising from the use, (2) pay any damages and costs of the City from such use, including attorneys' fees incurred in enforcing this ordinance, and (3) make payment of compensation in the amount of two times the monthly rent of the last expired agreement, if a holdover, and two times the market rental value reasonably determined by the City, if no prior agreement, until a valid agreement is executed with the City or the attachments and/or use is fully removed, the property restored and all obligations to the City satisfied. Unless otherwise provided in an unexpired agreement, Licensee shall also be responsible for interest on all amounts owed and at a rate of one and one-half percent per month. Nothing in these provisions, remedies or compensation requirements, or acceptance or enforcement thereof by the City, shall be deemed to accept or authorize any use of public property without a required agreement, or after the expiration of such agreement, or



otherwise in violation of applicable requirements.

**Section 6.** This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED THIS \_\_\_ DAY OF \_\_\_ 2017.

By: \_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
INTERIM CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

DRAFT



## Council Agenda Item Cover

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**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Ackert Walkway Improvements – Transportation Alternatives Program – Passage of Enabling Ordinance

**AGENDA SECTION:** Unfinished Business

**CAN THIS ITEM BE RESCHEDULED?:** Yes

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### BACKGROUND REVIEW:

The City of University City applied for federal funds through the Missouri Highways and Transportation Commission and administered by East West Gateway Council of Governments and the Missouri Department of Transportation for improvements to Ackert Walkway. These improvements include upgrading the inefficient and inadequate lighting along the path and providing ADA accessibility to and from the Leland Avenue and Westgate Avenue adjacent to Ackert Park. Detailed signage is also proposed, including wayfinding, directional, and bike route signs. The proposed improvements support the City's current Americans with Disabilities Act (ADA) transition plan, as well as the Parkview Gardens Park Plan adopted in February 2010. In addition, the lighting upgrades increase the city's energy efficiency which result in cost savings for the City.

A Missouri Highways and Transportation Commission Program Agreement was approved by City Council for Ackert Walkway Improvements project at the November 13, 2017 Council meeting.

The Missouri Department of Transportation also requires that the City Council pass an enabling ordinance to execute the above referenced "Missouri Highways and Transportation Commission Program Agreement" between The Federal Highway Administration, Department of Transportation and the City of University City. A draft ordinance is attached for this purpose.

The Grant amount is \$265,661. Federal participation is 80% of the project cost, and City participation is 20% of the project cost, equivalent to \$66,415. The funding will be available for Federal fiscal year 2018 through 2019.

### RECOMMENDATION:

It is staff recommendation that the attached ordinance be approved by the City Council.

### ATTACHMENTS:

- Missouri Highways and Transportation Commission TAP- Program Agreement (approved by University City Council on November 13, 2017)
- City's applicable enabling ordinance

CCO Form: FS25  
Approved: 04/95 (MGB)  
Revised: 03/17 (MWH)  
Modified:

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP – 5402(617)  
Award Year: 2018  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
TRANSPORTATION ALTERNATIVES FUNDS  
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Along Ackert Walkway from 300' North of Delmar Boulevard to Vernon Avenue. The proposed improvements include 4" concrete sidewalk repair, upgraded lighting, detailed signage, pavement markings, and improved ADA compliant curb ramps and landings.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(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. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) 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.

(5) 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.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by

written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) 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, creed, 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, creed, 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 (7) 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.

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

(9) **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.

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

(11) **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 Federal Highway Administration (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.

(12) **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.

(13) 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 this 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 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 by 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.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at



the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) 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. The federal share for this project will be 80 percent not to exceed \$265,661. 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.

(17) 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. The City shall repay any progress payments which involve ineligible costs.

(18) 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.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The

permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (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.

(23) 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.

(24) 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.

(25) FINAL AUDIT: The Commission may, in its sole discretion, 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.

(26) OMB AUDIT: 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.

(27) 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.

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF UNIVERSITY CITY

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

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

# Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: TAP-5402(617)

This project is located along Ackert Walkway from 300' North of Delmar Boulevard to Vernon Avenue. The proposed improvements include 4" concrete sidewalk repair, upgraded lighting, detailed signage, pavement markings, and improved ADA compliant curb ramps and landings.

<b>PROJECT DEVELOPMENT SCHEDULE</b> * Many stages can occur concurrently.			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2017	10/2017	1
Execute agreement (project sponsor and DOT)	10/2017	12/2017	2
Engineering services contract submitted and approved*	11/2017	3/2018	3
Obtain environmental clearances (106, CE-2, etc.)	3/2018	4/2018	1
Public meeting/hearing	3/2018	5/2018	2
Develop and submit preliminary plans	5/2018	8/2018	3
Preliminary plans approved	8/2018	9/2018	1
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*			
Right-of-way acquisition			
Utility coordination	10/2018	12/2018	2
Develop and submit PS&E	12/2018	3/2019	3
District approval of PS&E/advertise for bids*	3/2019	5/2019	2
<b>Submit and receive bids for review and approval</b>	5/2019	<b>6/2019</b>	1
Project implementation/construction	6/2019	9/2019	3
* Finish date must match fiscal year for each milestone shown in bold text.			

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

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

## Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

## I. GENERAL

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

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

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

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

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

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

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

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

## II. NONDISCRIMINATION

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41

CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

in the area from which the project work force would normally be derived.

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract



performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control,

where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

## IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

### 1. Minimum wages

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

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

prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor

has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

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

## 3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division

Web site at <http://www.dol.gov/esa/whd/forms/wh347Instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) 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 or 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 contractor). "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.

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## **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.

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## **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.

CFDA Number: 20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: TAP-5402(617)  
Award Year: 2018  
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF UNIVERSITY CITY

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

BILL NO: **9346**

An Ordinance to authorize the City Manager to execute a contract between the City of University City and the Missouri Highway and Transportation Commission providing for the *Ackert Walkway Improvements*.

Be it ordained by the City Council of University City as follows:

Section 1. That the City Manager is hereby authorized to execute on behalf of the City of University City a contract with the Missouri Highway and Transportation Commission providing for the *Ackert Walkway Improvements*.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read three times, passed and approved on the day of \_\_\_\_\_, 20 \_\_\_\_\_.

APPROVED AS TO FORM

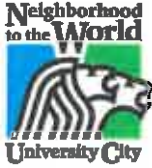
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Interim City Clerk





## Council Agenda Item Cover

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**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Compensation for City Manager effective December 28, 2017

**AGENDA SECTION:** Unfinished Business

**CAN THIS ITEM BE RESCHEDULED? :** No

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### **BACKGROUND REVIEW:**

Section 1. Effective December 28, 2017, the compensation for the position of City Manager shall be an annual base salary of one hundred seventy thousand dollars (\$170,000.00) as provided in Section 3 of the Employment Agreement dated November 13, 2017 between the City and Gregory Rose, plus all other compensation provided in the Employment Agreement, which is attached and incorporated by reference.

Section 2. The compensation fixed for the City Manager under Ordinance No. 7044 shall be repealed effective December 28, 2017.

Section 3. This ordinance shall take effect and be in force from and after its passage as provided by law

### **RECOMMENDATION:**

Approval

### **ATTACHMENTS:**

- Bill fixing the compensation for the City Manager effective December 28, 2017
- Employment Agreement



INTRODUCED BY: \_\_\_\_\_

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

BILL NO.: 9347

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

**AN ORDINANCE FIXING THE COMPENSATION TO BE PAID FOR THE POSITION OF CITY MANAGER.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS FOLLOWS:

Section 1. Effective December 28, 2017, the compensation for the position of City Manager shall be an annual base salary of one hundred seventy thousand dollars (\$170,000.00) as provided in Section 3 of the Employment Agreement dated November 13, 2017 between the City and Gregory Rose, plus all other compensation provided in the Employment Agreement, which is attached and incorporated by reference.

Section 2. The compensation fixed for the City Manager under Ordinance No. 7044 shall be repealed effective December 28, 2017.

Section 3. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this \_\_\_\_ day of December, 2017.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
INTERIM CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the 13<sup>th</sup> day of November, 2017, by and between the City of University City, Missouri, a municipal corporation (hereafter called the "Employer" or the "City"), and Gregory Rose (hereinafter called "you" or "your"), an individual who has education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics.

### **SECTION 1: Term**

This Agreement shall remain in full force and effect until terminated by the Employer or you as provided in Section 7, 8, or 9 of this Agreement.

### **SECTION 2: Duties and Authority**

A. The Employer agrees to employ you as the City Manager to perform the duties prescribed by the City Charter and ordinances and to perform such other duties as the City Council may require of you.

B. As the City Manager you agree to faithfully perform your duties in compliance with the City Charter and ordinances, state and federal law, and all applicable Employer directives, policies and rules, as they exist or may hereafter be amended.

### **SECTION 3: Compensation**

A. **Base Salary:** The Employer agrees to pay you an annual base salary of one hundred seventy thousand dollars (\$170,000.00) payable in installments at the same time that other City employees are paid.

B. Your annual base salary shall be increased to reflect any future cost-of-living adjustments generally provided to other City employees.



**SECTION 4: Health, Disability and Life Insurance Benefits**

The Employer shall provide health, disability, and life insurance for you consistent with other City employees. Employee will be able to purchase additional life insurance through the City's provider at his expense to extent such insurance is available to purchase.

**SECTION 5: Vacation and Sick Leave**

A. Upon commencing employment, you shall be credited with four weeks (20 days) of vacation and two weeks (10 days) of sick leave.

B. As of July 1, 2018, vacation and sick leave will be accrued based on the employment practices for other City employees with the exception of the vacation leave allocation, which shall remain at four weeks (20 days) until the number of years of service exceeds the distribution of four weeks of vacation.

**SECTION 6: Retirement**

A. Upon commencing employment, the Employer agrees to enroll you into the applicable state or local retirement system. You shall pay into the appropriate retirement system at the same rate as other City employees, and the City will make all the appropriate contributions as necessary.

B. For each month during the term of this Agreement, the Employer shall contribute to an ICMA RC 457 retirement plan for your benefit an amount equal to six percent (6%) of your base salary.

**SECTION 7: Termination**

A. For the purposes of this Agreement, termination shall occur if and when the majority of the City Council votes to terminate you at a duly authorized meeting. Your employment may be terminated with or without cause.

B. Termination with cause shall include termination due to: (1) gross negligence in the performance of your duties; (2) insubordination by you; (3) a material breach of this Agreement, (4) failure to maintain your membership with the ICMA or a breach of the ICMA Code of Ethics; (5) your conviction or adjudication of guilty of, or pleading guilty or no contest to, a felony, or a misdemeanor involving dishonesty or moral turpitude; (6) malfeasance in office, bribery or other corrupt practice; or (7) serious misconduct.

C. Termination without cause shall mean termination for any reason other than termination with cause or resignation by you.

D. If the Employer, citizens, or legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of your position and thereby substantially changes the form of government, you shall have the right to declare that such amendments constitute termination without cause.

**Section 8: Severance**

A. Severance compensation shall be paid to you when your employment is terminated without cause as defined in Section 7.

B. If you are terminated without cause during the first twenty-four months of employment, the Employer shall provide a severance payment equal to two years salary at the current rate of pay.

C. If you are terminated without cause after the first twenty-four months through the forty-eighth month of employment, the Employer shall provide a severance payment equal to nine months salary at the current rate of pay.

D. If you are terminated without cause after the forty-eighth month of employment, the Employer shall provide a severance payment equal to six months salary at the current rate of

pay.

E. If you resign your employment with the City or are terminated with cause, you will not be entitled to any severance or continued payment of health insurance premiums.

F. If you are terminated without cause, the Employer will pay your COBRA payments for the first six months following termination, which will include any dependents.

G. Severance shall be paid into the established ICMA RC 457 plan to the extent allowable by law; the remainder shall be paid in a lump sum within thirty days, unless otherwise agreed to by the Employer and you.

H. The Employer agrees to appropriate sufficient funds to pay its financial obligations to you pursuant to the terms of Paragraphs 3, 4, 6, and 8 of this Agreement.

#### **Section 9: Resignation**

In the event that you voluntarily resign your position with the Employer, you shall provide a minimum of sixty days' notice unless the parties agree otherwise. If you voluntarily resign your position with the Employer, you will not be entitled to severance.

#### **Section 10: Performance Evaluation**

A. It shall be a goal of the Employer to annually review your performance using a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by you and the Employer. In the event the parties do not mutually agree, then the Employer shall determine the process, form, criteria, and format for the evaluation.

B. This process shall generally include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation, and present a written summary of the evaluation results.

C. The final, written evaluation shall generally be completed and delivered to you

approximately thirty days following the evaluation meeting.

D. In the Employer's discretion your performance may be reviewed upon your request or otherwise at anytime.

**SECTION 11: Hours of Work**

It is recognized that you must devote a great deal of time beyond normal office hours on behalf of the Employer. To that end, you shall be allowed to establish an appropriate work schedule. Whenever you travel, you shall announce your travel plans to the City Council within a reasonable time in advance of travel.

**SECTION 12: Moving and Relocation Expenses**

A. You shall establish a residence within the corporate boundaries of University City and thereafter maintain your residence within the corporate boundaries of University City during your tenure of office.

B. The Employer shall reimburse you for your moving and relocation expenses in an amount not to exceed eighteen thousand dollars (\$18,000), to cover temporary housing, not more than two trips to University City for you and your spouse to secure permanent housing, and moving your household furnishings and personal property to University City.

C. If you resign your position with the Employer within eighteen months of the effective date of this Agreement, you shall repay Employer the reimbursed moving and relocation expenses on a pro rata basis commensurate with the percentage of the eighteen-month period you have completed.

**SECTION 13: Other Terms and Conditions of Employment**

A. Except as otherwise provided in this Agreement, you shall be entitled to the benefits enjoyed by other City employees as provided in the City Charter, ordinances, personnel

rules, and administrative regulations, or by practice.

B. You are entitled to an insured and maintained City vehicle to use in the performance of your duties as City Manager, or at your election a vehicle allowance of three hundred fifty dollars (\$350) per month. You are also entitled to a wireless smart phone for City business and de minimis personal use.

C. The Employer shall reimburse you for your professional development expenses to attend two MCMA conferences and one ICMA conference annually. The Employer shall reimburse you to attend other conferences, short courses and seminars as allowed by the City's budget.

D. You may participate in outside teaching and consulting services with prior approval of the City Council.

E. The Employer shall defend, save harmless and indemnify you against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, brought against you in your individual or official capacity as an employee of the Employer and arising out of an alleged act or omission occurring in the performance of your duties as City Manager; except that Employer will not indemnify you for any intentional, reckless or grossly negligent conduct or any criminal conduct.

F. The Employer shall reimburse you for the actual cost of those incidental expenses necessarily incurred by you while in attendance at local meetings or seminars related to your employment with the City.

**SECTION 14: Notices**



Any notice to the Employer shall be given to the Mayor and all other members of the City Council. Any notice to you shall be given to you or your designated representative. You may designate an address for mail.

**SECTION 15: General Provisions**

A. This Agreement sets forth and establishes the entire understanding between you and the Employer relating to your employment by the Employer. The parties, by mutual written Agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. This Agreement shall be binding on the Employer and you as well as your heirs, assigns, executors, personal representatives and successors in interest.

C. This Agreement shall become effective on December 28, 2017.

By:  \_\_\_\_\_ By:  \_\_\_\_\_  
Gregory Rose Mayor Shelley Welsch  
For the City and the Council

Date of Execution: 11/6/2017

Date of Execution: 11-13-2017



## Council Agenda Item Cover

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**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Contract with St. Louis County - Explosives Code

**AGENDA SECTION:** New Business

**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### **BACKGROUND REVIEW:**

The City of University City desires to adopt code and contract with St. Louis County for enforcement services for Major Land Disturbance permitting. A requirement for contracting with the County for Land Disturbance permitting is adopting the St. Louis county Explosives Code and contracting with St. Louis County for Explosives Code permitting and enforcement. This applies to the manufacture, storage, sale, transportation or use of explosives and blasting agents in the County. It does not apply to the discharge of small arms ammunition when discharged in connection with hunting or target shooting or other lawful uses connected with firearms.

This code has been reviewed and approved by University City fire and police departments.

### **RECOMMENDATION:**

Staff recommends passing an ordinance authorizing the City Manager to sign the contract with St. Louis County for permitting and enforcement of the St. Louis County Explosives Code.

### **ATTACHMENTS:**

- Contractual Agreement for Permitting and Code Enforcement Services of the St. Louis County Explosives Code.
- Ordinance for contracting with St. Louis County for permitting and enforcement of the Explosives Code.

**CONTRACTUAL AGREEMENT FOR CODE ENFORCEMENT SERVICES  
EXPLOSIVES CODE**

THIS CONTRACTUAL AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and the CITY OF UNIVERSITY CITY, Missouri hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, Article II, Section 2.180 (20) of the 1979 Charter of the COUNTY authorizes COUNTY to contract with MUNICIPALITY for common services; and

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, of the Revised Statues of the State of Missouri 1994, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common services; and

WHEREAS, TITLE VII, CHAPTER 711 EXPLOSIVES CODE, Section 711.025 Contracting with Municipalities for Code Enforcement of Saint Louis County, Missouri Revised Ordinances (SLCRO) 1974, as approved by COUNTY ordinance 18.693 on November 12, 1997, authorized COUNTY to contract with MUNICIPALITY enforce on behalf of MUNICIPALITY the Explosives Code as adopted by MUNICIPALITY; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: \_\_\_\_\_ said ordinance, a copy of which is attached hereto and made a part hereof, for the adoption of an Explosives Code being identical in substance with COUNTY'S Explosives Code, as adopted by COUNTY through last amendatory ordinance 18,693, with said ordinance being approved by COUNTY on November 12, 1997, and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: \_\_\_\_\_ a copy of which is attached hereto and made a part hereof, authorizing the execution of this contractual agreement on behalf of MUNICIPALITY.

WHEREAS, MUNICIPALITY and COUNTY entered into a contractual agreement approved by MUNICIPALITY on \_\_\_\_\_ for and in consideration of the mutual promises, covenants, and obligations stated within said written contractual agreement, a copy of which is attached hereto and made a part hereof, for the enforcement of the EXPLOSIVES Code adopted by MUNICIPALITY

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations hereinafter stated, the COUNTY and

MUNICIPALITY mutually agrees as follows, to-wit:

**ARTICLE I  
SCOPE OF SERVICES**

**1.1 SCOPE OF SERVICES.**

1.1.1 COUNTY Authority and Responsibilities: COUNTY shall provide MUNICIPALITY code enforcement services in the manner proscribed in the applicable provision of MUNICIPALITY'S Explosives Code.



**ARTICLE II  
TERM OF AGREEMENT**

**2.1 TERM OF AGREEMENT.** This contractual agreement shall commence on \_\_\_\_\_ and shall continue in effect from year to year unless terminated as provided in ARTICLE IX herein.

**ARTICLE III  
PERMITS, INSPECTIONS, LICENSING AND APPROVAL OF PLANS**

**3.1 PERMITS.** COUNTY through its Department of Public Works shall issue all permits required by the Explosives Code as set forth in Paragraph 1.1.1 herein.

**3.2 INSPECTIONS.** COUNTY through its Department of Public Works shall execute all inspections required by the Explosives Code as set forth in Paragraph 1.1.1 herein.

Contractual Agreement  
Code Enforcement Services  
Explosives Code

**3.3 LICENSING.** COUNTY through its Department of Public Works shall license all persons as required by the Explosives Code or other construction codes adopted by COUNTY.

**3.4 APPROVAL OF PLANS.** COUNTY through its Department of Public Works shall examine all applications and plans for Explosives Related Activities to determine their compliance with the Explosives Code as set forth in Paragraph 1.1.1 herein.

**ARTICLE IV  
RESTRICTIVE PROVISIONS**

**4.1 RESTRICTIVE PROVISIONS.** If MUNICIPALITY has adopted provisions applicable to the services as set forth in Paragraph 1.1.1 herein said provisions being more restrictive than those contained in COUNTY'S Explosives Code MUNICIPALITY shall approve all plans, prior to submission to COUNTY'S Department of Public Works for issuance of permits.

**ARTICLE V  
REGULATORY ORDINANCES**

**5.1 REGULATORY ORDINANCES.** MUNICIPALITY shall review and approve all plans for compliance with MUNICIPAL Explosives Code, other rules, regulations, ordinances, codes or laws of MUNICIPALITY and other applicable regulations identified in Paragraph 1.1.2 herein prior to the submission of an application for a Explosives permit to COUNTY'S Department of Public Works.

**ARTICLE VI  
ENFORCEMENT OF MUNICIPAL ORDINANCES**

**6.1 ENFORCEMENT.** COUNTY shall not take any action, either at law or in equity, to enforce the provisions of MUNICIPALITY'S ordinance for the adoption of MUNICIPALITY'S Explosives Code, as the same shall apply hereto. COUNTY shall notify MUNICIPALITY of any known violations of MUNICIPALITY'S ordinance.

**ARTICLE VII  
FEES**

**7.1 FEE COLLECTION.** All fees including, but not limited to "No Permit" penalties and administrative penalties, paid to COUNTY in accordance with COUNTY Explosives Ordinance and shall be collected and retained by St. Louis COUNTY as payment for services rendered pursuant to this contractual agreement. MUNICIPALITY shall collect and retain all fines and costs arising from MUNICIPALITY'S prosecution of code violations.

**ARTICLE VIII  
AMENDMENTS TO COUNTY CODE**

**8.1 AMENDMENTS.** The adoption of the Codes referenced herein includes all subsequent amendments to the COUNTY Codes adopted by the MUNICIPALITY. COUNTY shall supply MUNICIPALITY with a copy of the amendment(s) and MUNICIPALITY shall provide to COUNTY with a written confirmation of receipt of the amendments.

**8.2 ADOPTION OF NEW CODE.** In the event the COUNTY adopts a new edition of the Explosives Code or a new national Code, the MUNICIPALITY shall amend its ordinance to make it identical in substance to the Code adopted by COUNTY. COUNTY shall supply MUNICIPALITY with a copy of its proposed new Code prior to its effective date and MUNICIPALITY shall amend its ordinance within Ninety (90) days of the effective date of said COUNTY adoption. In the event COUNTY shall fail to provide a copy of its proposed Code as provided above, MUNICIPALITY shall have Ninety (90) days to amend its ordinance after receipt of COUNTY'S Code.

**8.3 ORDINANCE COPIES.** When a new Code is adopted by COUNTY pursuant to 8.2, MUNICIPALITY shall supply COUNTY with at least two (2) copies of all MUNICIPALITY ordinances to adopt a new Explosives Code within five (5) days of said legislation's effective dates. All ordinances must be marked with original signatures of the chief elected official of the MUNICIPALITY, an original signature of the attesting Clerk of the MUNICIPALITY and an embossed MUNICIPALITY seal.

**ARTICLE IX  
TERMINATION**

**9.1 FAILURE TO AMEND.** In the event MUNICIPALITY shall fail to amend its ordinance as required by Paragraph 8.1 herein this contractual agreement shall be terminated.

**9.2 TERMINATION FOR CONVENIENCE.** Either COUNTY or MUNICIPALITY may terminate this contractual agreement at any time by giving Ninety (90) days prior written notice to the other party.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seal the day and year as written below.

MUNICIPAL APPROVAL

CITY OF UNIVERSITY CITY, MISSOURI

Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Embossed municipal seal:

COUNTY OF ST. LOUIS, MISSOURI ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ST. LOUIS COUNTY, MISSOURI

(SEAL)

By \_\_\_\_\_  
County Executive

ATTEST:

\_\_\_\_\_  
Administrative Director of the  
St. Louis County Council

APPROVED:

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St. Louis County Department of  
Public Works

APPROVED AS TO LEGAL FORM:

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County Counselor

ACCOUNTING OFFICER'S CERTIFICATION:

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Accounting Officer

**INTRODUCED BY:**

**DATE:**

**BILL NO. 9348**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE PROVISION OF CODE ENFORCEMENT SERVICES – EXPLOSIVES CODE**

WHEREAS, the City of University City, Missouri is desirous of contracting with the County of Saint Louis, Missouri for construction and property related code enforcement services pursuant to the agreement attached hereto.

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

Section 1. The Mayor of University City, Missouri is hereby authorized to contract with the County of Saint Louis, Missouri for code enforcement services related to the Explosives Code as adopted by the City of University City, Missouri pursuant to the agreement attached hereto and incorporated herein as if fully set forth herein.

Section 2. All ordinances, parts of ordinances or provisions of the Municipal Code of the City of University City, Missouri in conflict with any provisions of this ordinance are hereby repealed.

**PASSED and ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
INTERIM CITY CLERK

CERTIFIED TO BE CORRECTED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





## Council Agenda Item Cover

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**MEETING DATE:** December 11, 2017

**AGENDA ITEM TITLE:** Pre-Construction Major Land Disturbance Permitting and Enforcement– Contract with St. Louis County

**AGENDA SECTION:** New Business

**CAN THIS ITEM BE RESCHEDULED? :** Yes

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### **BACKGROUND REVIEW:**

The St. Louis County Phase II Stormwater Management Plan (SWMP) was developed to improve area water quality by preventing harmful pollutants from being carried by stormwater runoff into local water bodies. The Metropolitan St. Louis Sewer District (MSD) partners with 59 municipalities (co-permittees) to comply with stormwater permit requirements for the St. Louis Metropolitan Small Municipal Separate Storm Sewer System (MS4).

Best Management Practices (BMPs) are methods to prevent or reduce the pollutants in stormwater runoff. The SWMP includes BMPs that address potential sources of pollutants in stormwater as required by the federal and state regulations. The implementation of BMPs in the SWMP will satisfy the six Minimum Control Measures (MCMs) required by the Phase II Regulations. The six MCMs are as follows:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management
6. Pollution Prevention/Good Housekeeping for Municipal Operations

MCMs 1 – 3 are primarily the responsibility of MSD with each municipality’s support. MCMs 4 – 6 are primarily the responsibilities of the municipality.

MCM4 requires municipalities to create an ordinance or other mechanism to require sediment control BMPs at construction sites for Land Disturbance Activity involving one (1) acre or more of land, or a site involving less than one (1) acre that is part of a proposed development that will ultimately disturb one (1) acre or more (Major Land Disturbance). The City has adopted St. Louis County Land Disturbance Code. This adds a land disturbance permit requirement for these projects making inspections and compliance measures necessary. Municipalities can perform their own permitting and compliance, or they can contract with St. Louis County.

University City staff proposes contracting with St. Louis County for this service. St. Louis County is proficient in Land Disturbance requirements and provides this service to 21 municipalities through the region. The application and fees go directly through the county. The associated fees are comparable to Land Disturbance Permit fees charged by municipalities which do not contract with the county.

**RECOMMENDATION:**

Staff recommends passing an ordinance authorizing the City Manager to sign the contract with St. Louis County for permitting and enforcement of the Land Disturbance Code as it applies to Major Land Disturbance.

**ATTACHMENTS:**

- Contractual Agreement for Code Enforcement Services relating to Major Land Disturbance.
- Ordinance to Sign the Contractual Agreement for Code Enforcement Services relating to Major Land Disturbance.
- St. Louis County Land Disturbance Permit Fee Schedule



**CONTRACTUAL AGREEMENT FOR CODE ENFORCEMENT SERVICES  
LAND DISTURBANCE CODE**

THIS CONTRACTUAL AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "COUNTY", and the CITY OF UNIVERSITY CITY, Missouri hereinafter referred to as "MUNICIPALITY."

WITNESSETH:

WHEREAS, Article II, Section 2.180 (20) of the 1979 Charter of the COUNTY authorizes COUNTY to contract with MUNICIPALITY for common services; and

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, of the Revised Statutes of the State of Missouri 1978, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common services; and

WHEREAS, TITLE XI, CHAPTER 1114 LAND DISTURBANCE CODE, Section 101.6 SERVICE TO MUNICIPALITIES of Saint Louis County, Missouri Revised Ordinances (SLCRO) 1974, as approved by COUNTY ordinance 22,468 on September 21, 2005, authorized COUNTY to contract with MUNICIPALITY enforce on behalf of MUNICIPALITY the Land Disturbance Code as adopted by MUNICIPALITY; and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: 7065 said ordinance, a copy of which is attached hereto and made a part hereof, for the adoption of a Land Disturbance Code being identical in substance with COUNTY'S Land Disturbance Code, as adopted by COUNTY through ordinance 22,468, with said ordinance being approved by COUNTY on September 21, 2005, as amended and including ordinance 25,494, approved on July 31, 2013, and

WHEREAS, MUNICIPALITY has duly enacted Ordinance Number: \_\_\_\_\_ a copy of which is attached hereto and made a part hereof, authorizing the execution of this contractual agreement on behalf of MUNICIPALITY.

WHEREAS, MUNICIPALITY and COUNTY entered into a contractual agreement approved by MUNICIPALITY on \_\_\_\_\_ for and in consideration of the mutual promises, covenants, and obligations stated within said written contractual agreement, a copy of which is attached hereto and made a part hereof, for the enforcement of the LAND DISTURBANCE Code adopted by MUNICIPALITY

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations hereinafter stated, the COUNTY and

MUNICIPALITY mutually agrees as follows, to-wit:

**ARTICLE I  
SCOPE OF SERVICES**

**1.1 SCOPE OF SERVICES.**

1.1.1 COUNTY Authority and Responsibilities: COUNTY shall provide MUNICIPALITY code enforcement services in the manner proscribed in the applicable provision of

MUNICIPALITY'S Land Disturbance Code for:

**MAJOR LAND DISTURBANCES (COUNTY RESPONSIBILITIES)**

- (1) Review plans for Major Land Disturbance Activities, including Best Management Practices (BMP) plans submitted by a permit applicant for the control of erosion, and sedimentation during permitted construction and other Major Land Disturbance activities; and
- (2) Issue permits for Major Land Disturbance Activities. COUNTY shall not issue any permit for Major Land Disturbance Activities until COUNTY receives confirmation that the proposed activity complies with MUNICIPALITY zoning and roadway requirements.
- (3) Inspect Major Land Disturbance activities; including activities within or abutting areas designated one-hundred (100) year flood plain for compliance with the MUNICIPALITY approved plans; and
- (4) Collect and retain appropriate fees from permit applicants for plan review and inspection activities performed by COUNTY
- (5) Provide inspection reports to MUNICIPALITY to assist MUNICIPALITY in their determination for the release of site development Escrows.

1.1.2 MUNICIPALITY Authority and Responsibilities. – MUNICIPALITY shall retain authority and responsibility for code enforcement services in the manner proscribed in applicable provision of MUNICIPALITY'S Land Disturbance Code for:

**MAJOR LAND DISTURBANCES (MUNICIPALITIES RESPONSIBILITIES)**

- (1) Receive applications for Major Land Disturbance permits and forward them to the COUNTY for processing and issuance of permits; and
- (2) Review and approve application and plan details related to the construction, repair, alteration, maintenance or condition of roadways and roadway right-of-ways that are maintained by the MUNICIPALITY; and
- (3) Review and approve application and plan details related to Major Land Disturbance activities within or abutting areas designated one hundred (100) year flood plain; and
- (4) Review and approval application and plan details for compliance with Zoning codes and ordinances of the MUNICIPALITY; and
- (5) Advise permit applicants of their responsibility to cooperate with, and comply with, the requirements of the COUNTY Department of Highways and Traffic, the Missouri Department of Transportation (MODOT) the Metropolitan St. Louis Sewer District (MSD) and the Department of Natural Resources (DNR) when the proposed Land Disturbance Activity impacts the facilities of said principals; and
- (6) Administer determination, collection and release of site development escrows required by the Land Disturbance Code adopted by MUNICIPALITY; and
- (7) MUNICIPALITY shall advise COUNTY when proposed Major Land Disturbance activities are in compliance with MUNICIPALITY Zoning codes, roadway requirements and other laws and regulations of the MUNICIPALITY.

1.1.3 STREAM BUFFER PROTECTION, MUNICIPALITY Authority and Responsibilities. – MUNICIPALITY shall retain full authority and responsibility for enforcement of MUNICIPALITY'S Stream Buffer Protection Ordinance. MUNICIPALITY may at its election, request the COUNTY to provide advisory plan review and /or inspection services pursuant to Section 1.1.2 of this contractual agreement.

**ARTICLE II**

## TERM OF AGREEMENT

2.1 TERM OF AGREEMENT. This contractual agreement shall commence on \_\_\_\_\_ and shall continue in effect from year to year unless terminated as provided in ARTICLE IX herein.

## ARTICLE III PERMITS, INSPECTIONS, LICENSING AND APPROVAL OF PLANS

3.1 PERMITS. COUNTY through its Department of Public Works shall issue all permits required by the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

3.2 INSPECTIONS. COUNTY through its Department of Public Works shall execute all inspections required by the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.  
Contractual Agreement  
Code Enforcement Services  
Land Disturbance Code

3.3 LICENSING. COUNTY through its Department of Public Works shall license all persons as required by the Land Disturbance Code or other construction codes adopted by COUNTY.

3.4 APPROVAL OF PLANS. COUNTY through its Department of Public Works shall examine all applications and plans for Land Disturbance Activities to determine their compliance with the Land Disturbance Code as set forth in Paragraph 1.1.1 herein.

## ARTICLE IV RESTRICTIVE PROVISIONS

4.1 RESTRICTIVE PROVISIONS. If MUNICIPALITY has adopted provisions applicable to the services as set forth in Paragraph 1.1.1 herein said provisions being more restrictive than those contained in COUNTY'S Land Disturbance Code MUNICIPALITY shall approve all plans, prior to submission to COUNTY'S Department of Public Works for issuance of permits.

## ARTICLE V REGULATORY ORDINANCES

5.1 REGULATORY ORDINANCES. MUNICIPALITY shall review and approve all plans for compliance with MUNICIPAL Land Disturbance Code, other rules, regulations, ordinances, codes or laws of MUNICIPALITY and other applicable regulations identified in Paragraph 1.1.2 herein prior to the submission of an application for a Land Disturbance permit to COUNTY'S Department of Public Works.

## ARTICLE VI ENFORCEMENT OF MUNICIPAL ORDINANCES

6.1 ENFORCEMENT. COUNTY shall not take any action, either at law or in equity, to enforce the provisions of MUNICIPALITY'S ordinance for the adoption of MUNICIPALITY'S Land Disturbance Code, as the same shall apply hereto. COUNTY shall notify MUNICIPALITY of any known violations of MUNICIPALITY'S ordinance.

**ARTICLE VII  
FEES**

**7.1 FEE COLLECTION.** All fees including, but not limited to "No Permit" penalties and administrative penalties, paid to COUNTY in accordance with COUNTY Land Disturbance Ordinance and shall be collected and retained by St. Louis COUNTY as payment for services rendered pursuant to this contractual agreement. MUNICIPALITY shall collect and retain all fines and costs arising from MUNICIPALITY'S prosecution of code violations.

**ARTICLE VIII  
AMENDMENTS TO COUNTY CODE**

**8.1 AMENDMENTS.** The adoption of the Codes referenced herein includes all subsequent amendments to the COUNTY Codes adopted by the MUNICIPALITY. COUNTY shall supply MUNICIPALITY with a copy of the amendment(s) and MUNICIPALITY shall provide to COUNTY with a written confirmation of receipt of the amendments.

**8.2 ADOPTION OF NEW CODE.** In the event the COUNTY adopts a new edition of the Land Disturbance Code or a new national Code, the MUNICIPALITY shall amend its ordinance to make it identical in substance to the Code adopted by COUNTY. COUNTY shall supply MUNICIPALITY with a copy of its proposed new Code prior to its effective date and MUNICIPALITY shall amend its ordinance within Ninety (90) days of the effective date of said COUNTY adoption. In the event COUNTY shall fail to provide a copy of its proposed Code as provided above, MUNICIPALITY shall have Ninety (90) days to amend its ordinance after receipt of COUNTY'S Code.

**8.3 ORDINANCE COPIES.** When a new Code is adopted by COUNTY pursuant to 8.2, MUNICIPALITY shall supply COUNTY with at least two (2) copies of all MUNICIPALITY ordinances to adopt a new Land Disturbance Code within five (5) days of said legislation's effective dates. All ordinances must be marked with original signatures of the chief elected official of the MUNICIPALITY, an original signature of the attesting Clerk of the MUNICIPALITY and an embossed MUNICIPALITY seal.

**ARTICLE IX  
TERMINATION**

**9.1 FAILURE TO AMEND.** In the event MUNICIPALITY shall fail to amend its ordinance as required by Paragraph 8.1 herein this contractual agreement shall be terminated.

**9.2 TERMINATION FOR CONVENIENCE.** Either COUNTY or MUNICIPALITY may terminate this contractual agreement at any time by giving Ninety (90) days prior written notice to the other party.

**IN WITNESS WHEREOF,** the parties hereto have hereunto set their hands and seal the day and year as written below.

MUNICIPAL APPROVAL

CITY OF UNIVERSITY CITY, MISSOURI

Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_

Embossed municipal seal:

COUNTY OF ST. LOUIS, MISSOURI ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this \_\_\_\_\_  
day of \_\_\_\_\_, 2017.

ST. LOUIS COUNTY, MISSOURI

(SEAL)

By \_\_\_\_\_  
County Executive

ATTEST:

\_\_\_\_\_  
Administrative Director of the  
St. Louis County Council

APPROVED:

---

St. Louis County Department of  
Public Works

APPROVED AS TO LEGAL FORM:

---

County Counselor

ACCOUNTING OFFICER'S CERTIFICATION:

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Accounting Officer

**INTRODUCED BY:**

**DATE:**

**BILL NO. 9349**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF SAINT LOUIS, MISSOURI FOR THE ENFORCEMENT OF THE LAND DISTURBANCE CODE AS ADOPTED BY THE CITY OF UNIVERSITY CITY, MISSOURI**

WHEREAS, The City of University City, Missouri is desirous of contracting with the County of Saint Louis, Missouri for the construction and property related code enforcement services pursuant to the contractual agreement attached hereto.

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

Section 1. The Mayor of The City of University City Missouri is hereby authorized to enter into an agreement with the County of Saint Louis, Missouri for the enforcement of Major Land Disturbance related activity of the Land Disturbance Code as adopted by The City of University City, Missouri pursuant to the agreement attached hereto and incorporated herein as if fully set forth herein.

Section 2. All ordinances, parts of ordinances or provisions of the Municipal Code of The City of University City, Missouri in conflict with any provisions of this ordinance are hereby repealed.

**PASSED and ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
INTERIM CITY CLERK

CERTIFIED TO BE CORRECTED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





**PUBLIC WORKS / HIGHWAYS & TRAFFIC  
LAND DISTURBANCE PERMIT PROCEDURE & FEE SUMMARY GUIDELINE**

Original release 8/18/04, updated 3/23/05 w/new fees, updated 3/29/06 for amended LDC, updated 5/02/11 for inspection responsibility, fee assessment & distribution changes, updated 8/30/11 with no-permit penalty violation amounts, updated 10/19/11 (cover page note 4 expanded), updated 3/29/12 with new PW fees effective 2/1/12, changed minimum fee for OLD's to match filing fee.

Land Disturbance Code Section 108.0 references both the Departments of Public Works (PW) and Highways & Traffic (H&T) Fee Schedules for the activities done by each department. This Land Disturbance Fee Summary Guideline shall be used by both PW and H&T staff as a tool to properly assess land disturbance permit processing, review, and inspection fees so that fees can be deposited in the appropriate departmental accounts based on each Department's work functions/activities. The following matrix reflects the department responsible for the work functions/activities for each different type of land disturbance permit.

**Land Disturbance Work Functions / Activities**

Type of Disturbance	Public Works (PW)			Highways & Traffic (H&T)	
	Permit	Plan Review	Inspections	Plan Review	Inspections
Comm MLD (see note 1)	X		X	X	
Comm OLD (see note 1)	X		X	X (see note 2&3)	
Res MLD	X			X	X
Res OLD	X	X (see note 4)			X

1. Commercial includes Multi-Family projects.
2. PW Plan Review reviews OLD's for contracting municipalities when the site is not located on a County roadway.
3. H&T Civil Review may defer review to PW Building Review on OLD's involving relatively minor grading or similar minor disturbance work.
4. Civil Review shall review Residential OLD's located in/near flood plain, have sinkholes, are related to a future lot split or small subdivision development, creation of a new or altering an existing piped drainage system, or other specialty issues/concerns.

**LAND DISTURBANCE FEE SUMMARY GUIDELINE**

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for <u>both</u> Plan Review & Inspections
<p><b>Major Land Disturbance Permit</b>            Note: Both Commercial &amp; Residential MLD's will be processed and issued by PAC with plan review by H&amp;T Civil Review (including within contracting municipalities). Public Works inspects Commercial projects and H&amp;T inspects Residential projects.</p>	<p><b>Permit Processing – Commercial &amp; Residential Projects:</b>            Public Works will charge the normal \$32 fee for permit processing. Enter on the PW Processing line on the application.</p> <p><b>Plan Review - Commercial &amp; Residential Projects:</b>            H&amp;T Civil Review will do the plan review and charge for Internal site review based on the Grading SWPPP Fees schedule. Enter the Plan Review Fee on the H&amp;T Review line of the application.</p> <p><b>Inspection – Commercial Projects:</b>            Inspection fee amounts shall be based on the cost of the land disturbance activity using Table 1100.050 (use table amount less processing fee times 50% to derive the inspection fees); however, the minimum inspection fee shall be as follows:</p> <p><u>Complete Improvement or Rough Grading MLD Perm</u>            Charge \$282 (6 inspections) except for sites &lt; 4 acres which shall be charged \$188 (4 inspections) and for sites &gt; 30 acres which shall be charged \$564 (12 inspections).</p> <p><u>Clearing &amp; Grubbing and Similar Partial MLD Permit</u>            Charge \$188 (4 inspections) except for sites &gt; 30 acres which shall be charged \$376 (8 inspections).</p> <p><u>Other Miscellaneous Partial MLD Permits (i.e. Test Holes, Stock Pile, etc.)</u>            Charge \$141 (3 inspections)</p> <p>Inspection fees on Commercial Projects shall be entered on the PW Land Disturbance line of the application.</p>	<p><b>Both Residential &amp; Commercial Projects:</b>            Fees are the same as MLD within Unincorporated County.</p>

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for <u>both</u> Plan Review & Inspections
<b>MLD Permit con't</b>	<p><b>Inspection – Residential Projects:</b>  Inspection fees shall be based on the total estimated inspection hours times the H&amp;T inspection unit price of \$108.00/hour. The H&amp;T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged.</p> <p>Inspection fees on Residential Projects shall be entered on the H&amp;T Inspection line of the application.</p> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Building Plan Review shall affix a charge for one site inspection (\$47) on residential projects and for two site inspections (\$94) on multi-family and commercial projects on all subsequent applications for Building Permits within Unincorporated County and contracting Municipalities at the time of issuance of the Building Permit for projects located in a Major Land Disturbance. Place this fee on the Land Disturbance line of the building permit application:  Exception: For projects having multiple building permits (i.e. building, parking lot, and retaining wall) being processed at the same time charge one site inspection fee on each building permit.</li> <li>• Fees shall be charged for each disturbance area &gt; 30 acres or for each phase required by the Planning Department or H&amp;T Civil Review as noted above on projects &gt; 30 acres and/or required to be phased under the LDC.</li> </ul>	

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for <u>both</u> Plan Review & Inspections
<p><b>Ordinary Land Disturbance Permit</b></p>	<p><b>Permit Processing – Commercial &amp; Residential Projects:</b> Public Works will charge the normal \$32 fee for permit processing. Enter on the PW Processing line on the application.</p> <p><b>Plan Review - Commercial Projects:</b> PW Plan Review will coordinate with H&amp;T Civil Review who will do the actual review on the vast majority of projects*. PW Reviewers shall charge the minimum \$50 plan review fee (for the coordination function) and include it along with the inspection fee below on the PW Land Disturbance line of the application.</p> <p>H&amp;T Civil Plan Review will do the plan review on the vast majority of the projects* and charge for internal site review based on the Grading SWPPP Fees schedule. Enter the Plan Review Fee on the H&amp;T Review line of the application.</p> <p>On projects that Public Works does the entire review* assess the fee based on cost of the land disturbance activity for both plan review and inspections and enter on the PW Land Disturbance line of the application.</p> <p><b>Inspection – Commercial Projects:</b></p> <p>Inspection fee amounts shall be based on cost of the land disturbance activity using Table 1100.050 (use table amount less processing fee times 50% to derive the inspection fees); however, the minimum inspection fee shall be 3 inspections x \$47 = \$141. Also charge the minimum \$50 plan review fee (for our plan review coordination with Highways &amp; Traffic who will do the actual review on most projects as noted above). Enter the total fee amount for both plan review &amp; inspections on the PW Land Disturbance line of the application.</p> <p><b>Plan Review - Residential Projects:</b> Public Works will do the plan review which will require a pre-permit issuance inspection by H&amp;T Inspection prior to approval and permit issuance.</p> <p>Plan review fee amounts shall be based on cost of land disturbance activity using Table 1100.060 (use table amount less processing fee times 50% to derive the plan review fees); however, the minimum plan review fee shall be \$50. Enter this fee amount on the PW Land Disturbance line of</p>	<p><b>Commercial Projects (located on County Roadway)*:</b> Fees are the same as OLD within Unincorporated County.</p> <p><b>Commercial Projects (located on Municipal Street/Roadway):</b> Public Works will do the Plan Review and charge for Permit Processing, Plan Review, &amp; Inspections.</p> <p>Base fee on cost of land disturbance activity. Charge \$32 processing fee plus fee amount from Commercial Fee Table for plan review. The minimum total fee shall be \$223 which includes \$32 processing and \$50 min. plan review plus \$141 for 3 inspections.</p> <p>Enter \$32 on PW processing line and fee from Fee Table (or the min. fee as noted above) on PW Land Disturbance line of the application.</p> <p><b>Residential Projects:</b> Public Works will do Plan Review (unless project abuts a County Roadway) which, prior to approval will require a pre-permit inspection by H&amp;T Inspection, and charge for Permit Processing &amp; Plan Review. H&amp;T will inspect and charge H&amp;T inspection fees.</p> <p>Base plan review fee on costs of land disturbance activity. Charge \$32 processing plus 50% of the fee amount from the Residential Fee Table for the plan review fee; however, the minimum plan review fee shall be \$50. Enter \$32 on PW processing line and 50% of the fee from Fee Table (or the min. fee as noted above) on PW Land Disturbance line of the application.</p> <p>Inspection fees shall be based on the total estimated inspection hours times the H&amp;T inspection unit price of \$108.00/hour. The H&amp;T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged with the return of the pre-permit issuance inspection form.</p> <p>Inspection fees on Residential Projects shall be entered on the H&amp;T Inspection line of the application.</p>

Type of Disturbance Permit	Unincorporated County	Municipality w/Contract for <u>both</u> Plan Review & Inspections
<p><b>OLD Permit con't</b></p> <p><b>Ordinary Land Disturbance Integrated w/Building Permit</b></p> <p><i>Note: Also charge this same fee for excavations and similar site related land disturbance on an individual lot that is part of a previously permitted Major Land Disturbance covering multiple lots.</i></p>	<p>the OLD application.</p> <p><b>Inspection – Residential Projects:</b> Inspection fees shall be based on the total estimated inspection hours, including the pre-permit inspection, times the H&amp;T inspection unit price of \$108.00/hour. The H&amp;T Construction Division Chief Subdivision Inspector will provide the inspection fee amount to be charged with the return of the pre-permit issuance inspection form.</p> <p>Inspection fees on Residential Projects shall be entered on the H&amp;T Inspection line of the application.</p> <p><b>Commercial Projects*:</b> H&amp;T Civil Review will do the plan review on a vast majority of the projects (see OLD above) and charge for Internal site review based on the Grading SWPPP Fees schedule under a separate X-Permit.</p> <p>Public Works will charge the following for Inspections:</p> <p>Charge \$94 for two inspections in addition to normal building permit fee. For projects having multiple building permits (i.e. building, parking lot, etc.) charge one inspection fee on each application. Enter the above inspection fees on the Land Disturbance line of the building permit application.</p> <p>On a project that Public Works does the Plan Review rather than H&amp;T, base land disturbance fee on the cost of disturbance work and charge fee amount from fee table. Enter the land disturbance fee amount on the Land Disturbance line of the building permit application.</p> <p><b>Residential Projects:</b> Charge \$47 inspection fee in addition to normal integrated building permit fees.</p> <p>Enter the above inspection fees on the PW Land Disturbance line of the building permit application.</p>	<p><b>Notes:</b> Where H&amp;T Civil Review does the actual review and PW Review does the coordination follow fee procedure concept outlined for Unincorporated Commercial Projects.</p> <p><b>Commercial Projects Located on County Roadway*:</b> Fees are the same as OLD's integrated with Building Permit within Unincorporated County.</p> <p><b>Commercial Projects Located on Municipal Street/Roadway:</b> Public Works will do plan review and charge for Permit Processing, Plan Review and Inspections:</p> <p>Base land disturbance plan review and inspection fee on cost of disturbance work from commercial fee tables in addition to normal building permit fees. The minimum total fee shall be \$124 which shall include min. plan review and two inspections.</p> <p><b>Residential Projects:</b> Charge \$47 inspection fee in addition to normal integrated building permit fees.</p> <p><b>Notes:</b> Enter the above fees on the PW Inspection Line of the building permit application and write "LD Review and" above or in front of Inspection.</p>

\*Highways & Traffic will continue to review grading and storm water control measures on commercial projects (PAC Projects) within the Unincorporated County including most Commercial Ordinary LD's, as they had been doing before the adoption of the Land Disturbance Code, even though Public Works will issue the Land Disturbance Permit. There may be occasions when Public Works will do the plan review on Commercial OLD's involving relatively minor grading or similar minor disturbance work. Public Works will also do the review of Commercial Ordinaries located in contracting Municipalities that are not on a County Arterial.

**Additional Information:**

Per the LD Code, the total estimated cost of Land Disturbance Activities shall include applicable grubbing, site clearing, rough grading, sediment and erosion measures, excavating, backfill, final grading, concrete flatwork, asphalt pavement, and final landscaping.

All site plans for projects with Unincorporated County and Contracting Munis should be stamped by the Reviewer with the "Siltation and Erosion Control" stamp unless a similar notation is already on the drawings.

The cost for each PW anticipated inspection is \$47.00. The fee for PW additional or extra inspections is also normally \$47.00 except that additional or extra inspections that require more than one(1) hour, including travel time, shall be charged an additional twenty four dollars (\$24.00) for each additional one-half (1/2) hour or fraction thereof.

The cost for each H&T anticipated inspection is \$108.00 per hour of inspection time. The fee for H&T additional or extra inspections is the same rate.

No-Permit Penalties shall be listed on the Penalty line within the Public Works Fees portion of the application. When assessing no-permit penalties consideration should be given to whether the violator has previously violated this Code and whether the occupation or experience of the violator indicates he/she should have known that a permit was required. The following shall be used as a guide in determining the no-permit penalty amount:

	Ordinary Land Disturbance		Major Land Disturbance (<3 acres/>3 acres)	
	Property Owner	Contractor	Property Owner	Contractor
1 <sup>st</sup> offense	\$50	\$100	\$100/\$200	\$200/\$400
2 <sup>nd</sup> offense	\$100	\$200	\$200/\$300	\$300/\$600
3 <sup>rd</sup> or more offenses	\$150	\$300	\$300/\$500	\$500/\$1000

## CITY CLERK

### FLSA- Exempt

### NATURE OF WORK

This is difficult and responsible executive-level clerical work.

Work involves responsibility for preparing the minutes of all City Council meetings, maintaining official and quasi-official manual and electronic records. The City Clerk exercises discretion and independent judgment in performing varied administrative and technical tasks. Assignments are received in general terms and the City Clerk is expected to complete recurring work with no direct supervision. The City Clerk is appointed by the City Council and is their employee. The City Council minutes, ordinances and other permanent records are maintained by the City Clerk.

### EXAMPLES OF WORK

- Attends all Council meetings and transcribes the proceedings from handwritten and/or recorded tapes. Prepares minutes for eventual duplicating and distributing.
- Provides general secretarial duties for the City Council, including assisting with business travel and conference arrangements.
- Coordinates each municipal election with the St. Louis County Board of Election Commissioners.
- Processes and maintains ordinances, minutes and other permanently held documents by scanning into a document imaging system for electronic indexing, storage and retrieval.
- Prepares the legislative docket for each regular City Council meeting which lists new and pending legislation before the City Council.
- Drafts Legislative budget and processes all departmental related purchases, payments and transactions.
- Responsible for supplementation and maintenance of the Municipal Code.
- Administers the board and commission appointment process.
- Records ordinances, as required, with the County Recorder of Deeds.
- Signs City business licenses.
- Archives permanent records to microfiche or document imaging on a periodic basis.
- Deputy Voter Registrar for the St. Louis County Board of Election Commissioners.
- Notary Public with the State of Missouri.
- Performs other related work as required.

### DESIRABLE KNOWLEDGE, ABILITIES AND SKILLS

- Considerable knowledge of the procedures, duties, and responsibilities of managing a City Clerk's office.
- Considerable skill utilizing English composition to compose a variety of business correspondence, proclamations, resolutions, etc. quickly, independently and accurately.
- General knowledge of election laws and state laws dealing with the City

- Manager/City Council form of government and home rule cities.
- General knowledge of the organization of municipal government and the functions of the various departments.
  - Ability to work independently on multiple and difficult or complex tasks, often under deadline.
  - Ability to manage and maintain large amounts of legal documents and related tasks.
  - Ability to establish and maintain effective working relationships with City Council and other federal, state and local public officials, City staff, and members of the press and public.
  - Skill in working with a variety of general office equipment and computer systems, laser printers, and scanners.
  - Skill in working with a variety of word processing, desktop publishing, document imaging, Internet, and email applications and procedures.
  - Customer service orientation. *Must be especially* courteous and customer-service oriented.

#### PHYSICAL/VISUAL ACTIVITIES OR DEMANDS

#### EQUIPMENT USED TO PERFORM JOB

#### EXPERIENCE AND TRAINING

- Experience performing executive-level clerical work of a progressively more responsible and difficult nature (prior City Clerk experience preferred);
- Minimum two (2 ) yrs. college/Associates degree required—including public administration related courses as well as courses in computer operation with emphasis on advanced word processing. Bachelor degree preferred.
- Minimum typing speed 50 wpm.
- MICROSOFT Office Suite proficiency.



## CITY CLERK

### FLSA

Exempt

### NATURE OF WORK

The City Clerk is responsible for maintaining official municipal records and documents as requested by the City Charter and ordinance. This position provides administrative, stenographic, and clerical support to the Mayor and six members of the City Council. The City Clerk exercises discretion and independent judgement in performing varied administrative and technical tasks. Assignments are received in general terms and the City Clerk is expected to complete recurring work with no direct supervision. All tasks are performed under the guidance and general supervision of the City Council. The City Clerk is appointed by the City Council and is their employee.

### EXAMPLES OF WORK

- Attends regular and special session Council meetings; responsible for recording, duplicating, distributing and maintaining official minutes.
- Updates and maintains Board agendas and meeting minutes on the City's web page.
- Provides general secretarial duties for the City Council, including assisting with business travel and conference arrangements.
- Coordinates each municipal election with the St. Louis County Board of Election Commissioners.
- Processes and maintains ordinances, minutes and other permanently held documents by scanning into a document imaging system for electronic indexing storage and retrieval.
- Prepares the legislative docket for each regular City Council meeting which lists new and pending legislation before the City Council.
- Drafts Legislative budget and processes all departmental related purchases, payments and transactions.
- Responsible for supplementation and maintenance of the Municipal Code.
- Maintains membership records of the City's Boards and Commissions; prepares and updates guide to City Advisory Boards, Committees, and Commissions.
- Records ordinances, as required, with the County Recorder of Deeds.
- Signs City business licenses.
- Administers and records oaths of office; certifies candidates and propositions to St. Louis County Board of Election Commissioners for placement of ballot; canvasses election results and certifies election of candidates for local office; maintains receipt of certified election results.
- Archives permanent records to microfiche or document imaging on a periodic basis.
- Receives calls and provides accurate responses and information to the public and other inquiries about city policies, services, ordinances, and procedures.
- Deputy Voter Registrar for the St. Louis County Board of Election Commissioners.
- Perform Notary Public services for residents.
- Perform other duties as assigned.

### DESIRABLE KNOWLEDGE, ABILITIES AND SKILLS

- Considerable knowledge of the procedures, duties, and responsibilities of the City Clerk set forth by City Charter and ordinances.
- Considerable skill utilizing English composition to compose a variety of business correspondence, proclamations, resolutions, etc. quickly, independently, and accurately.
- Must possess strong human relations skills.
- Ability to deal with confidential materials in a professional manner.
- General knowledge of election laws and state laws dealing with the City Manager/City Council form of government and home rule cities.
- General knowledge of the organization of municipal government and the functions of the various departments.
- Ability to work independently on multiple and difficult or complex tasks, often under deadline.
- Ability to manage and maintain large amounts of legal documents and related tasks.
- Ability to establish and maintain effective working relationships with City Council and other federal, state and local public officials, City staff, and members of the press and public.
- Skill in working with a variety of general office equipment and computer systems, laser printers, and scanners.
- Skill in working with a variety of word processing, desktop publishing, document imaging, Internet, and email applications and procedures.
- Customer service focused. Must be especially courteous and customer-service oriented.

### PHYSICAL/VISUAL ACTIVITIES OR DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the position.

- Sitting, talking, hearing, and walking.
- Normal mental and visual attention with normal hand-eye coordination required.
- Clarity of vision at 20 inches-corrected or uncorrected.
- Physical effort requires occasional lifting of 1 – 5 lb. items.

### EXPERIENCE AND TRAINING

- Five years progressively responsible experience in a similar or related position supporting upper management or executive personnel (prior City Clerk experience strongly preferred);
- Minimum two (2) yrs. college/Associates degree required—including public administration related courses as well as courses in computer operation with emphasis on advanced word processing. Bachelor degree strongly preferred.
- Minimum typing speed 50 wpm.
- Proficient in latest Microsoft Office Suite software.

# Benefits

## Benefits Overview

The City of University City offers a comprehensive benefits package designed to provide a variety of choices to best fit the needs of our employees and their families.

An employee's deductions for medical and dental premiums, flexible spending accounts, deferred compensation, and the City's retirement plans are all taken on a pre-tax basis. This means that before federal, state, and Social Security taxes are calculated and deducted from an employee's pay, these deductions are used/taken to reduce gross pay and thereby reduce taxes.

## Medical Insurance

The City offers Anthem BlueCross BlueShield to employees. Employees may elect to have their coverage effective the first day of employment or otherwise during open enrollment. Open enrollment is held in May of each year with a July 1 effective date of coverage.

Currently, 85% of the premium is paid by the City for individual coverage, and 75% of the premium is paid by the City for family coverage.

Domestic Partner benefits are available - same or opposite sex.

## Dental Insurance

The City offers a *voluntary* dental plan for employees through Delta Dental. Delta Dental offers over 700 network dental care professionals on its provider list. Employees may select the Low or High Option according to their needs. Out of Network dental care is also included with a lower percentage rate of coverage.

## Section 125 Plan

Sometimes known as a Flexible Spending Plan, allows you to pay for certain medical and dental dependent care expenses on a pre-tax basis. By paying these expenses with pre-tax dollars, you are taxed on a lower gross salary, thereby saving money that would otherwise be spent on federal, state, and FICA taxes.

## Employee Educational Assistance

Tuition reimbursement is available to all full-time city employees. Up to \$750 per fiscal year is available for courses and books directly job-related from accredited institutions for non-uniform full-time employees. Tuition reimbursement is also available to uniformed employees.

## Pension

The Non-Uniformed Employee Retirement Plan requires participation by all full-time employees of the City and Library. This is a defined benefit plan where employees contribute 3% of their salary to the plan. Vesting occurs after 10 years of service. Full retirement benefits may be received at age 65, or age 62 with at least 30 years of service. Full retirement benefits for vested employees are calculated as follows: Final average compensation (36 months) multiplied by 1.6% (the benefit factor) multiplied by years of service. Early retirement is also available and is actuarially calculated.

The Police and Fire Retirement Plan requires participation by all sworn officers of the Police and

Fire Departments. This is a hybrid plan: defined contribution and defined benefit. Employees contribute 5% of their salary to the plan. Vesting occurs after 10 year of service. Full retirement benefits may be received at age 50 with 25 years of service. A full retirement benefit for vested employees is equivalent to the employee's defined contribution account balance plus an offset defined benefit amount which is actuarially calculated.

**401/457 Deferred Compensation Program**

As a public employee, you have a unique opportunity to supplement your retirement income. Utilizing the 401 or 457 retirement plan, you can invest through automatic payroll deductions. In a Section 457 deferred compensation plan and in may 401 defined contribution plans, you may save pre-tax dollars. Pre-tax contributions are funds contributed before federal, and in most cases state and local, income taxes are withheld. Your contributions and your earnings on them are not taxed while you let them grow, since they are retirements savings.

**Life Insurance**

The City of University City provides \$100,000 death benefit for each full-time employee, which is effective the first day of employment. Further details are covered in the life insurance booklet.

**Long Term Disability**

Disability benefits of up to 67% of compensation are provided under an insured arrangement with the premium paid by the Pension Plans. Elimination period of this benefit is 90 days. Further details are covered in the Long Term Disability Insurance booklet.

**Holidays**

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King, Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (First Monday in September)
- Thanksgiving Day (Fourth Thursday in November)
- Thanksgiving Day After (Fourth Friday in November)
- Christmas Day (December 25<sup>th</sup>)

Commissioned police personnel and dispatchers are receiving nine (9) personal days in lieu of holiday pay.

**Vacation Leave**

An employee must complete six months of continuous service from his/her hire date before vacation leave may be utilized. Vacation leave will be earned during this six-month period, but may not be taken. Vacation leave may be used only after earned. Vacation days for employees on a 40 hours per week work schedule are accrued monthly, and determined by the length of service as follows:

Years of Service	Annual Vacation	Number of Days
1 through 5	Three calendar weeks	15
6 through 10	Three weeks + 1 day	16
11 through 20	Three weeks + 3 days	18
21 and over	Four weeks + 4 days	24

Vacation leave is computed on a proportionate basis for eligible employees whose average

workweek is more or less than 40 hours.

### **Sick Leave**

Sick leave with pay shall be granted to all regular employees at the rate of eight (8) hours per month for each full month of service. Sick leave may be used only after earned. Sick leave is computed on a proportionate basis for eligible employees whose average workweek is more or less than 40 hours.

### **Family and Medical Leave (FMLA)**

The Federal Family and Medical Leave Act provides up to 12 weeks of unpaid, job protected family and medical leave to employees for qualifying family and medical reasons. Employees are eligible if they have been employed with the City for at least 12 months and worked at least 1,250 hours during the 12 month period preceding the FMLA leave request.

### **Injury Leave and Worker's Compensation**

The City's Worker Compensation Insurance Company pays the medical and hospital bills for injuries sustained on the job. In the event of an in-service injury, the employee concerned may also receive up to 40 days of leave with full pay, if necessary, without sacrificing any sick leave.

### **Other Leave**

#### **Funeral Leave**

In the event of a death in our immediate family, you be entitled to a maximum of three (3) working days, with pay, to handle family affairs and attend the funeral. Shift duty fire personnel will be granted one shift off with pay. Immediate family is defined in this situation as: spouse, child, mother, father, sister, brother, in-laws, grandchildren, and grandparents.

#### **Jury Duty**

Employees are granted leave of absence with pay for required jury duty to an amount equal to the difference between his/her regular pay and the compensation received for jury duty.

