



MEETING OF THE CITY COUNCIL  
CITY OF UNIVERSITY CITY  
CITY HALL, Fifth Floor  
6801 Delmar Blvd., University City, Missouri 63130  
Monday, November 28, 2022  
6:30 p.m.

**AGENDA**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS**

1. none

**E. APPROVAL OF MINUTES**

**F. APPOINTMENTS to BOARDS AND COMMISSIONS**

1. Connie Mueller is nominated to the Green Practices Commission as a fill in by Councilmember Tim Cusick.
2. Gretchen Barry is nominated to the Senior Commission replacing Sandra Hewitt's expired term (11/25/22) by Councilmember Steve McMahon.

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

1. none

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

***Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.***

*The public may also submit written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: [councilcomments@ucitymo.org](mailto:councilcomments@ucitymo.org), or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

**I. PUBLIC HEARINGS**

1. Petition to Add Real Property to the Markets at Olive Community Improvement District.
2. Zoning Map Amendment to rezone 1.50 acres of land known as Lot B of the Market at Olive Development, Plat 4.

**J. CONSENT AGENDA**

1. Compost Contract (St. Louis Composting)
2. Annual Renewal with the City of Chesterfield on behalf of the St. Louis APWA Salt Cooperative (Co-op) for Road Salt Purchase and Delivery
3. Fuel Pump Software (Superior Equipment Co.)

**K. CITY MANAGER'S REPORT (vote required)**

1. Proposed 2023 Legislative Platform

**L. UNFINISHED BUSINESS**

1. **Bill 9491 – AN ORDINANCE APPROVING A PETITION TO ADD REAL PROPERTY TO THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT.**

2. **Bill 9492** – AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT B OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “GC” GENERAL COMMERCIAL DISTRICT AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”).
3. **Bill 9493** – AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR LOT A AND COMMON GROUND 2 OF THE PROPOSED MARKET AT OLIVE DEVELOPMENT, PLAT 4

#### **M. NEW BUSINESS**

##### ***Resolutions (vote required) – none***

1. **Resolution 2022-15** Opposing 15 CSR 30-200.015 Library Certification Requirement For The Protection Of Minors submitted by the Missouri Secretary Of State.
2. **Resolution 2022-16** Adoption of a Resolution to approve the Preliminary Development Plan for Market at Olive Phase IV development, Lot B.

##### ***Bills (Introduction and 1<sup>st</sup> reading - no vote required)***

3. **Bill 9494** – AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE KIMPLAND PLACE ROAD BRIDGE RECONSTRUCTION OVER BRANCH OF RIVER DES PERES.

#### **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

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

#### **P. COUNCIL COMMENTS**

#### **Q. EXECUTIVE SESSION**

Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys

#### **R. ADJOURNMENT**

The public may also observe via:

Live Stream via YouTube:

[https://www.youtube.com/channel/UCyN1EJ\\_-Q22918E9EZimWoQ](https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ)

Posted 23<sup>rd</sup> day of November 2022.

LaRette Reese

City Clerk, MRCC



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>PH20221128-01</b>
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**SUBJECT/TITLE:**  
Petition to Add Real Property to the Markets at Olive Community Improvement District.

<b>REQUESTED BY:</b> City Manager, Gregory Rose	<b>DEPARTMENT / WARD</b> Administration
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<b>AGENDA SECTION:</b> Public Hearings	<b>CAN ITEM BE RESCHEDULED?</b> yes
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**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
NA

**FISCAL IMPACT:**  
The City Council established the Markets at Olive Community Improvement District ("CID") by Ordinance No. 7131 on August 13, 2020, consisting of approximately 2.22 acres of property at 8601, 8637 and 8643 Olive Boulevard. The boundaries of the CID were expanded by Ordinance No. 7153 on June 14, 2021, by adding approximately 18.371 acres of property on the north side of Olive between 8643 Olive Boulevard and I-170.

<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	

**EXPLANATION:**  
The City Clerk received a Petition to further expand the boundaries of the CID on November 4, 2022. The additional property consists of approximately 25.5 acres of property in the 8600 blocks of Elmore Court, Orchard Court and Richard Court, at 1170-1194 Briscoe Place, and at 8612-8684 Olive. The additional property is entirely within Redevelopment Project Area 1 ("RPA 1"), as is all property currently within the CID. The 8600 block of Mayflower Court is the only property within RPA 1 that will not be in the CID if this Bill is passed.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
The CID will extend to the additional property its 1% sales tax currently imposed within the existing CID property to finance and reimburse eligible CID Project costs. The CID has no authority to levy real property taxes or impose business license taxes, so those rates will not be affected.  
The Petition contains the information and signatures required by the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo ("CID Act"). Bill No. 9491, introduced on November 14, 2022, approves the Petition and amends the boundaries of the CID as requested. The Petition is attached to Bill No. 9491.  
The City Council must hold a public hearing before considering approval of the Petition, so a public hearing will be held on November 28, 2022. Notice of the public hearing has been given in the manner prescribed by the CID Act.

<b>CIP No.</b>	
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**RELATED ITEMS / ATTACHMENTS:**

**LIST CITY COUNCIL GOALS (S):**  
Economic Development

<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregoroy Rose	<b>MEETING DATE:</b> November 28, 2022
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**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>PH20221128-02</b>
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<b>SUBJECT/TITLE:</b> Public Hearing for REZ 22-09.			
<b>REQUESTED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Planning and Development / Ward 3	
<b>AGENDA SECTION:</b>	Public Hearing	<b>CAN ITEM BE RESCHEDULED?</b>	
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> N/A			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> Public Hearing for REZ 22-09, an application by U. City, LLC for a Zoning Map Amendment to rezone 1.50 acres of land known as Lot B of the Market at Olive Development, Plat 4, from General Commercial District (GC) and Single-family Residential District (SR), to Planned Development Commercial District (PD-C).			
<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b>          			
<b>CIP No.</b>			
<b>RELATED ITEMS / ATTACHMENTS:</b> Copy of notice published in the St. Louis Countian.			
<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development, Encouraging High Quality Growth			
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose	<b>MEETING DATE:</b>	November 28, 2022

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1 of 1

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Joyce Pumm  
University City, City Of  
6801 Delmar Blvd  
St. Louis, MO 63130-3104

### Notice of Public Hearing (Case Number: REZ 22-09)

Notice is hereby given that the City Council of University City will hold a public hearing on Monday, November 28, 2022, in the 5th Floor Council Chambers of City Hall, 6801 Delmar Boulevard, to consider REZ 22-09, an application by U-City, LLC, for a Zoning Map Amendment to rezone 1.50 acres of land near 8601 Olive Boulevard from "GC" General Commercial District and "SR" Single-family Residential District to Planned Development Commercial District (PD-C), and to further consider approval of a Preliminary Site Development Plan for the proposed commercial development. Please contact John Wagner, Director of Planning and Development, at [jwagner@ucitymo.org](mailto:jwagner@ucitymo.org) or call 314-505-8501 with questions about the proposed petition. All interested parties are invited to attend.  
12172875 County Nov. 13, 2022

### Please Read Carefully

Missouri Lawyers Media is not responsible for errors or omissions after the First Run Date. If any errors, contact 1 (314) 421-1880. Attorneys placing legal advertisements are responsible for payment of same.

PO #	
Order #	12172875
Placement	Countian St. Louis (MO) Government Hearings and Minutes
Schedule	11/13/2022 - 11/13/2022
# of Times	1 inserts
Base Charge*	29.00
Add'l Charges/Disc*	0.00
Payment Amount	0.00
<b>TOTAL:</b>	<b>29.00</b>
(Not an Invoice)	

### ORDER KEYWORDS:

NOTICE OF PUBLIC HEARING  
(CASE NUMBER: REZ 22-09)  
NOTICE IS HEREBY GIVEN THAT  
THE CITY COUNCIL OF UNIVERSITY  
CITY WILL HOLD A PUBLIC  
HEARING ON MONDAY, NOVEMBER  
28, 2022, IN THE 5TH FLOOR  
COUNCIL CHAMBERS OF CITY  
HALL, 6801 DELMAR BOULEVARD,  
TO CONSIDER

Anchor Rate:	\$29.00
Subsequent Rate:	\$0.00

**\*Changes to this order may result in pricing changes.**

**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20221128-01</b>
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<b>SUBJECT/TITLE:</b>  Compost Contract			
<b>REQUESTED BY:</b> Darren Dunkle		<b>DEPARTMENT / WARD</b> Public Works/All	
<b>AGENDA SECTION:</b> Consent	<b>CAN ITEM BE RESCHEDULED?</b>		Yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> Move to approve the agreement with St. Louis Composting and authorizes the City Manager to execute to contract contained in Council's packet.			
<b>FISCAL IMPACT:</b> FY23 Budget is \$50,000.			
<b>AMOUNT:</b>	\$50,000	<b>ACCOUNT No.:</b>	08-40-68-6050
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> As part of the services provided by Solid Waste, the City collects yard waste throughout the year and provides leaf removal in the spring and fall. In doing so, the City contracts out for the removal of debris from our Ruth Park Woods compost facility.			

<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The City of University City requested bids from qualified contractors to provide all labor and materials necessary to remove yard waste and leaves from University City's Ruth Park Woods compost facility at 1160 North McKnight Rd. Two companies responded to bid solicitation and agreed to perform the work as specified. The Contract would be for the remainder of FY23, FY24, FY25 and FY26.
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<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> 1. Contract 2. Bids\$50,000	

<b>LIST CITY COUNCIL GOALS (S):</b> Community Quality of Life and Amenities	
<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregroy Rose	<b>MEETING DATE:</b>

**CONTRACT**

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of University City, MISSOURI (here in after called the CITY) and St. Louis Composting, Inc., a Missouri Company with offices at 39 Old Elam Ave., Valley Park, MO 63088 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to proceed with Project No. PWS 22/26-05 Compost Services Contract, hereinafter called the PROJECT, in accordance with the Specifications and Contract Documents prepared by the City of University City.

NOW, THEREFORE, The CITY and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the PROJECT, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed and shall be completed within one hundred (100) calendar days of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of two hundred dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work, or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No subcontractor shall further subcontract any of their work.

THE CITY AGREES to pay, and the Contractor agrees to accept, in full payment for the performance of this Contract, the amount as stipulated in the Proposal, which is:

Final dollar amount will be computed from actual quantities/services provided as verified by the Director of Parks, Recreation and Forestry and in accordance with the unit prices set out in the Proposal.

CONTRACT DOCUMENTS:

The Contract comprises the Contract Documents as bound herein. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- A. Contract (This Instrument)
- B. Addenda to Contract Documents
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
  1. Proposal
  2. Instruction to Bidders
  3. Invitation for Bids



- E. Job Special Provisions
- F. Bonds/Attachments
  - 1. Performance/Payment Bond
  - 2. Bid Bond

AUTHORITY AND RESPONSIBILITY OF THE PARKS, RECREATION AND FORESTRY DIRECTOR:

All work shall be done under the general inspection of the Director of Parks, Recreation and Forestry or his designee. The Director of Parks, Recreation and Forestry or his designee shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and rate of progress of work, interpretations of specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the City and Contractor respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligation hereunder without consent of the other party.

***\*In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.***

The Contract contains a binding arbitration provision that may be enforced by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

(SEAL)

Attest:

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

By (signature): \_\_\_\_\_

Contractor (print): \_\_\_\_\_

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

(SEAL)

Attest:

By: \_\_\_\_\_  
City Clerk

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

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Attorney

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

CITY OF UNIVERSITY CITY

By: \_\_\_\_\_  
City Manager

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

BID PROPOSAL

Project: PWS 22/24-05 Compost Services, a:  
(Name of Bidder)

(check one)

- corporation or limited liability company organized and existing under the laws of the State of Missouri;
- \_\_\_\_\_ partnership;
- individual doing business as \_\_\_\_\_;
- other (specify) \_\_\_\_\_,

(hereinafter, the "Bidder"), having carefully examined the Bid Documents including the Contract Documents for the Work, which Bid Documents are hereby made a part of this Bid Proposal, the Work site and all conditions relating to operations, management and labor under which the Work will be performed, hereby propose and agree to furnish all necessary machinery, tools, apparatus and other means of labor, and to perform all Work and furnish all the materials specified in the Contract Documents in the manner and time therein prescribed, and in accordance with the Unit Price Extension Sheet attached hereto for a Base Bid of \$ 80,000.00.

The Contractor shall employ Dave Sawlick as Representative for the Work, who shall represent the Contractor to the City and all communications given to the Representative shall be as binding as if given to the Contractor and perform all duties required of the Representative as provides in the Bid Documents. This Representative's name and cell phone number shall be provided to the City prior to beginning work.

Bid security in the amount of five (5%) percent of the Base Bid in the form of:

(check one)

- a bank draft or certified check payable to the City of University City, Missouri; or
- a Bid Bond executed by the Bidder and by a good and sufficient surety;

which is attached to this Bid Proposal, is hereby posted in accordance with the Instructions to Bidders. For purposes of this paragraph, the Base Bid shall be the Base Bid as extended on the attached Unit Price Extension Sheet, exclusive of any numbered Alternates.

If notified by the City in writing of the acceptance of this Bid Proposal within ninety (90) days of the scheduled date for receipt of bids, the Bidder agrees to within ten (10) days of receipt of such written notification: (i) execute the City-Contractor Agreement to perform the Work for above stated compensation.

The undersigned Authorized Representative, under oath, hereby affirms that the Bidder is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the Project that is the subject of this Bid Proposal for the duration of the contract, if awarded, in accordance with Section 285.530.2 RSMo., and that the Bidder does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Bidder's participation in a federal work authorization program.

**(BIDDER MUST ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM)**

Pursuant to Section 208.009 RSMo., attached to this Bid Proposal is affirmative proof that the Authorized Representative for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States.

**(AUTHORIZED REPRESENTATIVE MUST ATTACH DOCUMENTARY PROOF OF LAWFUL PRESENCE, AS INDICATED ABOVE)**

St Louis Composting, Inc., BIDDER  
(Legal Name of Person, Firm or Corporation)

Andy Trautman Signature of Authorized Representative      11-16-2022 Date

Andy Trautman  
Typed Name

CFO  
Title

39 Old Elam Ave  
Bidder's Street Address

636-861-3344  
Bidder's Telephone Number

Valley Park, mo 63088  
City, State, Zip

636-861-5925  
Bidder's Fax Number

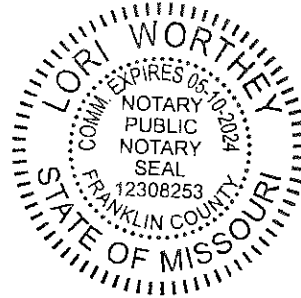
STATE OF MISSOURI      )  
  ) ss.  
COUNTY OF St Louis )

Subscribed and sworn to before me this 16<sup>th</sup> day of November, 20  .

[SEAL]

*Lori Worthey*  
Notary Public

My commission expires on 05-10-2024



ITEMIZED PROPOSAL

Yard Waste

Item	Description	Quantity		Unit Price
1	11/1/2022 - 6/30/2023	CY	\$	10.00
2	7/1/2023 - 6/30/2024	CY	\$	10.25
3	7/1/2024 - 6/30/2025	CY	\$	10.50
4	7/1/2025 - 6/30/2026	CY	\$	10.75
5	7/1/2026 - 6/30/2027	CY	\$	11.00

Load and haul University City yard waste from facility on a periodic basis (no longer than 4 weeks between removals with the intent of leaves or yard waste not sitting for more than 4 weeks\*)

*\*If yard waste sits at the University City's Ruth Park Woods Composting Yard for over 4 weeks, University City will pay 50% of the cost per cubic yard the fifth week, 25% cost per cubic yard the 6th week, 10% cost per cubic yard the 7th week, and mulch shall be removed free of charge if it is at University City's site for over 8 or more weeks.*

Fall/Spring Leaves

Item	Description	Quantity		Unit Price
1	11/1/2022 - 6/30/2023	CY	\$	8.00
2	7/1/2023 - 6/30/2024	CY	\$	8.25
3	7/1/2024 - 6/30/2025	CY	\$	8.50
4	7/1/2025 - 6/30/2026	CY	\$	8.75
5	7/1/2026 - 6/30/2027	CY	\$	9.00

Load and haul University City yard waste from facility on a periodic basis (no longer than 4 weeks between removals with the intent of leaves or yard waste not sitting for more than 4 weeks\*)

*\*If leaves sit at the University City's Ruth Park Woods Composting Yard for over 4 weeks, University City will pay 50% of the cost per cubic yard the fifth week, 25% cost per cubic yard the 6th week, 10% cost per cubic yard the 7th week, and mulch shall be removed free of charge if it is at University City's site for over 8 or more weeks.*

BID PROPOSAL

Project: TRC Outdoor, a:  
(Name of Bidder)

(check one)

- corporation or limited liability company organized and existing under the laws of the State of Missouri;
- \_\_\_\_\_ partnership;
- individual doing business as \_\_\_\_\_;
- other (specify) \_\_\_\_\_

(hereinafter, the "Bidder"), having carefully examined the Bid Documents including the Contract Documents for the Work, which Bid Documents are hereby made a part of this Bid Proposal, the Work site and all conditions relating to operations, management and labor under which the Work will be performed, hereby propose and agree to furnish all necessary machinery, tools, apparatus and other means of labor, and to perform all Work and furnish all the materials specified in the Contract Documents in the manner and time therein prescribed, and in accordance with the Unit Price Extension Sheet attached hereto for a Base Bid of \$ \_\_\_\_\_.

The Contractor shall employ Joe Viehman as Representative for the Work, who shall represent the Contractor to the City and all communications given to the Representative shall be as binding as if given to the Contractor and perform all duties required of the Representative as provides in the Bid Documents. This Representative's name and cell phone number shall be provided to the City prior to beginning work.

Bid security in the amount of five (5%) percent of the Base Bid in the form of:

(check one)

- a bank draft or certified check payable to the City of University City, Missouri;
- or
- a Bid Bond executed by the Bidder and by a good and sufficient surety;

which is attached to this Bid Proposal, is hereby posted in accordance with the Instructions to Bidders. For purposes of this paragraph, the Base Bid shall be the Base Bid as extended on the attached Unit Price Extension Sheet, exclusive of any numbered Alternates.

If notified by the City in writing of the acceptance of this Bid Proposal within ninety (90) days of the scheduled date for receipt of bids, the Bidder agrees to within ten (10) days of receipt of such written notification: (i) execute the City-Contractor Agreement to perform the Work for above stated compensation.

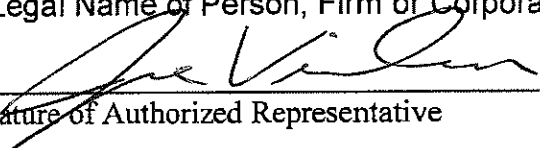
The undersigned Authorized Representative, under oath, hereby affirms that the Bidder is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the Project that is the subject of this Bid Proposal for the duration of the contract, if awarded, in accordance with Section 285.530.2 RSMo., and that the Bidder does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services for the duration of the contract, if awarded. Attached to this affidavit is documentation of the Bidder's participation in a federal work authorization program.

**(BIDDER MUST ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM)**

Pursuant to Section 208.009 RSMo., attached to this Bid Proposal is affirmative proof that the Authorized Representative for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States.

**(AUTHORIZED REPRESENTATIVE MUST ATTACH DOCUMENTARY PROOF OF LAWFUL PRESENCE, AS INDICATED ABOVE)**

TRC Outdoor, BIDDER  
 (Legal Name of Person, Firm or Corporation)

 11-16-22  
 Signature of Authorized Representative Date

Joe Viehman  
 Typed Name

Manager  
 Title

993 Gravois Rd. (314) 827-5664  
 Bidder's Street Address Bidder's Telephone Number

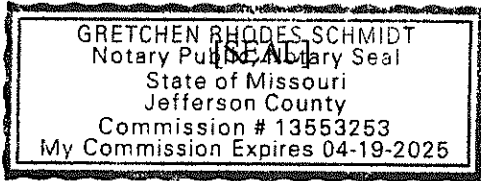
Fenton MO, 63026  
 City, State, Zip

\_\_\_\_\_  
Bidder's Fax Number

STATE OF MISSOURI )  
) ss.  
COUNTY OF St. Louis )



Subscribed and sworn to before me this 16 day of November, 2022



Gretchen Rhodes Schmidt  
Notary Public

My commission expires on 4/19/25

ITEMIZED PROPOSAL

Bid Bond  
CAN Be Provided  
if needed

Yard Waste

Item	Description	Quantity		Unit Price
1	11/1/2022 - 6/30/2023	CY	\$	60
2	7/1/2023 - 6/30/2024	CY	\$	60
3	7/1/2024 - 6/30/2025	CY	\$	60
4	7/1/2025 - 6/30/2026	CY	\$	60
5	7/1/2026 - 6/30/2027	CY	\$	60

Load and haul University City yard waste from facility on a periodic basis (no longer than 4 weeks between removals with the intent of leaves or yard waste not sitting for more than 4 weeks\*)

*\*If yard waste sits at the University City's Ruth Park Woods Composting Yard for over 4 weeks, University City will pay 50% of the cost per cubic yard the fifth week, 25% cost per cubic yard the 6th week, 10% cost per cubic yard the 7th week, and mulch shall be removed free of charge if it is at University City's site for over 8 or more weeks.*

Fall/Spring Leaves

Item	Description	Quantity		Unit Price
1	11/1/2022 - 6/30/2023	CY	\$	60
2	7/1/2023 - 6/30/2024	CY	\$	60
3	7/1/2024 - 6/30/2025	CY	\$	60
4	7/1/2025 - 6/30/2026	CY	\$	60
5	7/1/2026 - 6/30/2027	CY	\$	60

Load and haul University City yard waste from facility on a periodic basis (no longer than 4 weeks between removals with the intent of leaves or yard waste not sitting for more than 4 weeks\*)

*\*If leaves sit at the University City's Ruth Park Woods Composting Yard for over 4 weeks, University City will pay 50% of the cost per cubic yard the fifth week, 25% cost per cubic yard the 6th week, 10% cost per cubic yard the 7th week, and mulch shall be removed free of charge if it is at University City's site for over 8 or more weeks.*



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CA20221128-02</b>
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<b>SUBJECT/TITLE:</b> Annual Renewal with the City of Chesterfield on behalf of the St. Louis APWA Salt Cooperative (Co-op) for Road Salt Purchase and Delivery			
<b>REQUESTED BY:</b> Darren Dunkle		<b>DEPARTMENT / WARD</b> PW/Streets Ward 1,2,3	
<b>AGENDA SECTION:</b>	Consent	<b>CAN ITEM BE RESCHEDULED?</b>	No
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Council authorize City Manager to purchase de-icing road salt from the Compass Minerals for \$18,652.00 under the City of Chesterfield Salt Co-op per 2022-2023 rates.			
<b>FISCAL IMPACT:</b> Budgeted operational expenditure in FY2023 at \$50,000.			
<b>AMOUNT:</b>	\$18,652.00	<b>ACCOUNT No.:</b>	01-40-32-7210
<b>FROM FUND:</b>	General Revenue	<b>TO FUND:</b>	
<b>EXPLANATION:</b> 238 tons total purchase at \$78.37 = \$18,652.00			

<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> The road salt is for anti-icing and de-icing usage for snow-ice control.
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<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Salt Co-op Information	

<b>LIST CITY COUNCIL GOALS (5):</b> Public Safety			
<b>RESPECTFULLY SUBMITTED:</b>	Gregory Rose, City Manager	<b>MEETING DATE:</b>	November 28, 2022



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760  
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

June 8, 2022

John Gates  
City of University City  
6801 Delmar Blvd.  
University City, MO 63130

Re: St. Louis Metro APWA Salt Cooperative (Co-op)  
2022/2023 Order and Explanation of Co-op Changes

Dear Co-op Salt Participant:

As you may know, the City of Chesterfield coordinates the purchase and delivery of deicing salt for all members of the St. Louis Metro APWA Salt Cooperative (Co-op). The Co-op is currently comprised of 49 cities and 8 school districts which combine their purchasing power to obtain the best price possible for deicing salt.

**This year there will be a substantial change in the manner in which the Co-op is administered.** Previously there were two contracts – one for the salt itself and one for salt delivery. This system recently became problematic as there was only one company willing to bid on salt delivery for the Co-op. Accordingly, after numerous announcements at APWA St. Louis Branch meetings and conferring with several Co-op members, the Co-op has been modified so that there is now only one contract. The contractor who is awarded the bid for salt will now be responsible for delivering that salt to the Co-op members. Therefore, instead of two separate vendors and purchase orders you will now only need to issue one purchase order – directly to the salt vendor.

On behalf of the Co-op, the City of Chesterfield publicly opened bids for the purchase of an estimated 28,000 tons of salt on May 18, 2022. Two companies submitted bids, as detailed in the attached bid tab, with **Compass Minerals submitting the low bid of \$78.37 per ton.** Compass Minerals has provided excellent service and high quality salt to the Co-op for a number of years. Therefore, I recommended that the City of Chesterfield City Council accept the low bid of \$78.37 per ton from Compass Minerals, on behalf of the Co-op. That recommendation was approved by the City of Chesterfield City Council on June 7, 2022.

Similar to previous years, there will be two separate salt orders. The City of Chesterfield must provide the total for the initial order (known as the Fall Order) by August 15. The salt ordered as part of the Fall Order will be delivered to you between October 1 and December 20, in accordance with the contract documents. The City of Chesterfield must provide the total for the second order

during its scheduled delivery time. This means you must commit to having personnel available to receive salt whenever it is scheduled. This may require premium, overtime, or holiday pay. The City of Chesterfield does not control the date of delivery and neither the City of Chesterfield nor the Co-op will pay demurrage.

Please be advised that the City of Chesterfield's role in this process is solely to administer and coordinate the bid. We do not inspect or test the salt and we will NOT do that on your behalf. The purchase of this salt is between your agency and the vendor (Compass Minerals). If you believe the salt does not meet specification, your agency must address that directly with the vendor.

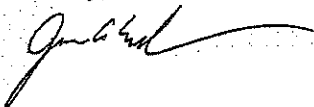
Each year, we remind the participating members that they must commit to receiving salt when it is delivered. It may arrive on a weekend or a holiday and may require overtime. **IF YOU ARE NOT PREPARED TO ACCEPT DELIVERIES WHENEVER THEY ARRIVE, DO NOT ORDER THROUGH THE CO-OP.** The City of Chesterfield and the Co-op have no ability to reschedule or delay deliveries. You must coordinate delivery directly with the vendor, and your agency will be responsible for any additional costs associated with rescheduling the deliveries or demurrage charges.

Finally, if an agency still owes the City of Chesterfield for salt purchased under the prior system they will NOT be able to purchase salt through the Co-op until that bill is paid. Additionally, if Compass notifies the City of Chesterfield that a Co-op member has not paid their bill, that member will not be able to purchase salt through the Co-op until that bill is paid as verified by Compass.

The City of Chesterfield coordinates the Co-op at no cost to the members. We only ask that you adhere to the deadlines and provide timely responses. If you do not want to participate this year, please simply email Kathy Juergens at [kjuergens@chesterfield.mo.us](mailto:kjuergens@chesterfield.mo.us). **Please note that no follow-up letters or reminders will be sent. If you want to participate in the Fall Order we need an emailed copy of your Purchase Order by August 12, 2022. If you want to participate in the Winter Order we need an emailed copy of your Purchase Order by January 12, 2023.**

Should you have questions or require additional information, please contact me at [jeckrich@chesterfield.mo.us](mailto:jeckrich@chesterfield.mo.us) or 636-537-4764.

Sincerely,



James A. Eckrich, P.E.  
Public Works Director/City Engineer

Enclosures

(known as the Winter Order) by January 15. The salt ordered as part of the Winter Order will be delivered between February 1 and March 1.

If you desire to participate in the Co-op again in 2022/2023, your agency will need to issue a Purchase Order to Compass Minerals for the amount of salt you wish to order. The cost of your Purchase Order can be determined simply by multiplying the desired amount of salt by \$78.37. **Please note that the minimum order for each agency is 25 tons.** For this winter season the cost for the Fall Order and the Winter Order is the same. Additionally, the cost to each agency is the same - \$78.37 per ton. If you would like to proceed with an order on behalf of your agency, please proceed as follows:

- 1) **Fall Order:** Please generate a Purchase Order to Compass Minerals with the name of your agency, address for delivery, salt tonnage ordered, and total cost. The Purchase Order shall also include contact information (name, title, email address, and phone number) of the person at your agency responsible for your order. **All Purchase Orders must be emailed to the City of Chesterfield and received by noon on August 12, 2022.** Orders received after that date / time will NOT be included in the Fall Order. The Purchase Order must be emailed to Kathy Juergens at [kjuergens@chesterfield.mo.us](mailto:kjuergens@chesterfield.mo.us). The Purchase Order must be made out to Compass Minerals – NOT the City of Chesterfield. All purchase orders submitted to the City of Chesterfield will be compiled and forwarded to Compass as part of the Fall Order. Information for Compass Minerals is as follows:

Compass Minerals  
9900 West 109<sup>th</sup> Street, Suite 100  
Overland Park, Kansas 66201

- 2) **Winter Order:** Please generate a Purchase Order to Compass Minerals with the name of your agency, address for delivery, salt tonnage ordered, and total cost. The Purchase Order shall also include contact information (name, title, email address, and phone number) of the person at your agency responsible for your order. **All Purchase Orders must be emailed to the City of Chesterfield and received by noon on January 12, 2023.** Orders received after that date / time will not be included in the Winter Order. The Purchase Order must be emailed to Kathy Juergens at [kjuergens@chesterfield.mo.us](mailto:kjuergens@chesterfield.mo.us). The Purchase Order must be made out to Compass Minerals – NOT the City of Chesterfield. All purchase orders submitted to the City of Chesterfield will be compiled and forwarded to Compass as part of the Winter Order. Information for Compass Minerals is provided above.

Please be advised that there is no flexibility in the dates provided above. The City of Chesterfield is coordinating this order on behalf of 57 agencies – it is the responsibility of each agency to assign the appropriate personnel and ensure the deadlines are met if they wish to remain a member of the Co-op.

Once each order is placed by the City of Chesterfield (on behalf of the Co-op), your agency will receive confirmation of your order along with the anticipated delivery timeframe and a project contact with Compass Minerals. At that point, all correspondence regarding your order shall be between your agency and the vendor (Compass Minerals). Please do NOT contact the City of Chesterfield to ask about the status of your order. The vendor will contact you a minimum of 36 hours prior to delivery. Once you are contacted, your agency must be prepared to accept the salt

BID RESULTS ONLY

ST. LOUIS METRO APWA SALT COOPERATIVE DE-ICING SALT BID  
1:00 p.m. Wednesday, May 18, 2022

Compass Minerals 9900 W 109 <sup>th</sup> Street, Suite 100 Overland Park, KS 66210	\$78.37 average per ton
Morton Salt Inc. 444 West Lake Street, Suite 3000 Chicago, IL 60606	\$80.22 average per ton

*These are bid tabulations – NOT AWARDS*







**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	CA20221128-03
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SUBJECT/TITLE:  
Fuel Pump Software

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Parks/All
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AGENDA SECTION: Consent	CAN ITEM BE RESCHEDULED? Yes
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CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:  
Move to approve the agreement with Superior Equipment Co. and authorizes the City Manager to execute to contract contained in Council's packet.

FISCAL IMPACT:  
\$16,077.05

AMOUNT:	\$16,077.05	ACCOUNT No.:	02-40-62-0831
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FROM FUND:		TO FUND:	
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EXPLANATION:  
The software that controls the use and support data of the gas pumps located at the Service Complex was damaged as a result of the storm event that took place on July 26th and 28th.

STAFF COMMENTS AND BACKGROUND INFORMATION:  
Staff has been contacting vendors to seek out the best software to operate the gas pumps. In doing so, staff has identified the "FuelCloud" fuel management system which allows users to track and control every gallon within the fuel tanks, manage inventory, and run custom reports. The system has a driver ID, Vehicle Number, and provides amount of each type of fuel the authorized driver is putting into the vehicle/equipment.  
  
Staff brought this information to Mike Carlin prior to his departure for his review and consideration. After reviewing the software and proposal, Mr. Carlin stated that he would be in support of this purchase.

CIP No.	
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RELATED ITEMS / ATTACHMENTS:  
1. Quote

LIST CITY COUNCIL GOALS (S):  
Prudent Fiscal Managment

RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	November 28, 2022
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Superior Equipment Co.  
 7525-A Sussex Ave.  
 St. Louis, MO 63143  
 Phone (314) 644-6000  
 www.secofuel.com

Date	Estimate
11/09/2022	ES211-22 Rev. 1

FuelCloud Proposal w/ Extended Warranties  
 Not Yet

Bill To Address:
City Of University City* Tom Brushwood 6801 Delmar Boulevar Central Garage Saint Louis, MO 63130

Work/ShipAddress
City Of University City* Tom Brushwood 6801 Delmar Boulevar Central Garage University City, MO 63130

75% Upon Signing	Due Date	Approved / Signature	Print Name	Date Approved
	11/14/22			

**Quantity Description Amount**

We plan to reuse existing conduit both above and below ground. In the case we are unable to pull wire through the conduits, the project will come to a stop and SECO will provide the owner with a Project Change Authorization to either replace the material we need to complete our project.

All involved equipment shall be de-energized in accordance with CFR1910.147, OSHA lockout-tagout procedure.

SECO to mobilize to site, locate all wires and conduits to confirm the replacement will work. SECO will then remove the current Fuel Management System and replace with FuelCloud. Depending on the current automatic tank gauge, SECO may be able to hook the FuelCloud to communicate with the ATG to provide all of the fuel levels, but this depends on the current ATG. SECO will practice proper house keeping everyday we are on-site.

FuelCloud is a Fuel Management System that allows users to track and control every gallon in their on-site tanks, manage inventory, run custom reports, automatically file tax forms and protect your fuel with a click of a button. FuelCloud Fuel Management System to provide peace at mind. This system has a driver ID, Vehicle Number, and provides amount of each type of fuel the authorized driver is putting into their vehicle / equipment.

This proposal includes:

- Up to 6 Fueling Positions
- Extreme Weather Tablet Enclosure Self Closing Door Hinge
- Wi-Fi - External Antenna 60'
- 1 Year Extended Warranty: CloudBox, CloudLink and iPad

<b>**ALL PROPOSALS ARE VALID FOR FIVE (5) DAYS FROM TURN IN DATE FOUND IN TOP RIGHT CORNER**</b>	<b>Subtotal</b>	\$16,077.05
	<b>Sales Tax</b>	\$0.00
	<b>Total Price</b>	<b>\$16,077.05</b>
	<b>Balance Due</b>	\$0.00

Phone	Email
(314) 644-6000	service@secofuel.com



Superior Equipment Co.  
 7525-A Sussex Ave.  
 St. Louis, MO 63143  
 Phone (314) 644-6000  
 www.secofuel.com

Date	Estimate
11/09/2022	ES211-22 Rev. 1

FuelCloud Proposal w/ Extended Warranties  
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Bill To Address:
City Of University City* Tom Brushwood 6801 Delmar Boulevar Central Garage Saint Louis, MO 63130

Work/ShipAddress
City Of University City* Tom Brushwood 6801 Delmar Boulevar Central Garage University City, MO 63130

75% Upon Signing	Due Date	Approved / Signature	Print Name	Date Approved
	11/14/22			

Quantity	Description	Amount
-	Account Configuration (1st site)	

**FREIGHT TBD**

" I understand SECO cannot guarantee shipping dates, especially with current supply shortages and abnormal lead times.

" I understand it is my responsibility to contact SECO to ensure the product I am purchasing is appropriate for my application and timeline of expected reception BEFORE placing my order and agree that SECO is NOT responsible for a mis order in the case of a customer's failure to ensure their purchase will fulfil their needs. \*

" If I cancel my order after 24 hours of placing it, I will pay a minimum of a 9% processing fee.

" If I cancel my order after 48 hours of placing it, I will pay a minimum of a 30% UP TO a maximum of 40% restocking fee\*\* plus the fee mentioned above.

" I understand any freight charges are subject to change, and additional charges may be applied for reasons including but not limited to: unusual product dimensions, residential addresses, handling, etc.

" I understand that return orders are subject to inspection before any credit can be issued, and SECO reserves the right to deny a return based upon the condition of the product returned.

" I understand that if I purchase a product that requires a core charge, I have 30 days to send a REBUILDABLE core to SECO in order to receive a refund of the core charge. I agree that SECO reserves the right to decline my core if it is not REBUILDABLE, providing reasonable evidence as to why my core is not REBUILDABLE. REBUILDABLE cores are non-modified, undamaged cores according to the inspection and certification of SECO

<b>**ALL PROPOSALS ARE VALID FOR FIVE (5) DAYS FROM TURN IN DATE FOUND IN TOP RIGHT CORNER**</b>	Subtotal	\$16,077.05
	Sales Tax	\$0.00
	<b>Total Price</b>	<b>\$16,077.05</b>
	Balance Due	\$0.00

Phone	Email
(314) 644-6000	service@secofuel.com



**Superior Equipment Co.**  
 7525-A Sussex Ave.  
 St. Louis, MO 63143  
 Phone (314) 644-6000  
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Date	Estimate
11/09/2022	ES211-22 Rev. 1

FuelCloud Proposal w/ Extended Warranties  
 Not Yet

Bill To Address:
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Work/ShipAddress
City Of University City* Tom Brushwood 6801 Delmar Boulevar Central Garage University City, MO 63130

75% Upon Signing	Due Date	Approved / Signature	Print Name	Date Approved
	11/14/22			

**Quantity Description Amount**

" I forgo any credit or refund if my order is under the minimum purchase amount of \$100.  
 \*We strive to provide outstanding service to our customers, and to ensure that this goal can be achieved, we provide our email (service@secofuel.com) and our office number (314-644-6000) where our customers can reach us with any questions or concerns during our normal operating hours (M-F, 7:30AM - 4:30PM).\*  
 \*\*We assess a restocking fee on most of our electronic products because those products MUST be re-tested and re-certified before we can sell them again. We do this to ensure the upmost quality of every product we produce; and while other manufacturers might simply prefer to buy a new unit, we are committed to reducing our impact on the environment and economy.\*\*  
 \*In order to pay immediately for your equipment, SECO charges a 3% convenience fee for using your credit card\*\*

Proposal prices are subject to review at the time of order and PRIOR to acceptance.

<b>**ALL PROPOSALS ARE VALID FOR FIVE (5) DAYS FROM TURN IN DATE FOUND IN TOP RIGHT CORNER**</b>	<b>Subtotal</b>	\$16,077.05
	<b>Sales Tax</b>	\$0.00
	<b>Total Price</b>	<b>\$16,077.05</b>
	<b>Balance Due</b>	\$0.00

Phone	Email
(314) 644-6000	service@secofuel.com

## Exhibit "C"

## TERMS AND CONDITIONS

1. **ASSIGNMENT.** Owner/General Contractor shall not assign its rights or obligations hereunder without the prior written consent of SECO.
2. **OWNER-PROVIDED INSURANCE.** Owner/General Contractor shall purchase and maintain property insurance/"Builders Risk" insurance upon the full value of the entire work and/or materials to be supplied which shall include the amount to be paid to SECO under this Contract. SECO shall be named as an additional insured on this policy. Owner/General Contractor shall not cancel or modify this policy at any time before SECO's work is complete without SECO's prior written consent.
3. **SECO-PROVIDED INSURANCE.** SECO shall provide the following insurance for its work under this Contract: Commercial General Liability (\$1,000,000 occurrence / \$2,000,000 aggregate), automobile (\$1,000,000 aggregate), and statutory workers compensation coverage. Owner/General Contractor shall be named as an additional insured on these policies.
4. **ACCEPTANCE.** This proposal is subject to change if not accepted within five days from this date. Owner/General Contractor may accept this Proposal by signing and returning it to SECO, or by instructing SECO (orally or in writing) to commence the work or preparation for the work described herein.
5. **CONTRACT DOCUMENTS.** SECO's work for Owner/General Contractor shall be governed by this Proposal and by the current Engineer Joint Contract Documents Committee (EJCDC) Form No. 1019-8-A (together referred to as the "Contract Documents"). A copy of the EJCDC Form shall be executed by the parties as soon as practicable after acceptance of this Proposal. The terms and conditions in this Proposal shall be incorporated by reference into the EJCDC Form, and in the event of conflict between any of the terms and conditions of this Proposal and any of the terms and provisions of EJCDC Contract Form or any other contract documents, the terms and conditions of this Proposal shall govern. The Contract Documents together constitute the complete agreement between the parties and shall bind the parties hereto, their heirs, executors, administrators, successors, and assigns. Failure by either party hereto to enforce any provisions of this agreement shall not be considered as a waiver of the right to enforce any other provisions herein.
6. **PAYMENT.** SECO shall submit its invoices for work performed on a bi-monthly basis. Owner/General Contractor shall pay each of SECO's invoices within thirty (30) days of receipt. SECO shall include in its invoices the value of work completed during the preceding month, plus the amount of materials and equipment purchased and not yet delivered to the Project site, whether stored on or offsite. Final payment shall be made within ten (10) days after SECO's work is substantially completed. Neither interim payments nor final payment are conditional upon Owner/General Contractor's receipt of interim or final payments or any other payment claimed to be due and owing, by Owner/General Contractor from any other party. All sums due SECO shall bear interest at the rate of 18% per annum from due date until paid or the maximum legal rate permitted by law, if less.
7. **SUSPENSION.** Owner/General Contractor must provide written notice of all reasons why payment is not being made in full against any of SECO's invoices, or Owner/General Contractor shall be deemed to have waived any objection to SECO's invoice. If the Owner/General Contractor fails to make any payment to SECO as and when herein provided, SECO may immediately suspend work without liability to SECO and without prejudice to any other remedy SECO may have. Prior to continuing with suspended work, SECO shall be entitled to recover all of its costs and expenses incurred in suspending and restarting the work, as well as reasonable overhead and profit on such costs.
8. **STORED MATERIALS.** Owner/General Contractor shall have the right to inspect items purchased and billed by SECO but not yet delivered. Such inspection shall not in any way delay prompt payment to SECO for said items.
9. **DISPUTE RESOLUTION.** The prevailing party in any dispute arising under or relating to this Agreement shall be entitled to recover its attorney's fees, expert witness fees, costs and expenses at the trial and all appellate levels. Any such dispute shall be resolved, at SECO's sole option, by either (a) arbitration pursuant to the American Arbitration Association's Construction Industry Arbitration Rules, with arbitration to be conducted before a single arbitrator with construction experience in St. Louis, Missouri; or (b) litigation in the Circuit Court of St. Louis County, Missouri, and Owner/General Contractor hereby irrevocably consents to the jurisdiction and venue of said Court.
10. **WAIVER OF CONSEQUENTIAL DAMAGES.** SECO shall not be liable for any consequential, special, indirect, or punitive damages under this Agreement for any reason, whether such damages are based in contract or in tort. SECO shall not be liable for any liquidated damages under this Agreement unless a liquidated damages clause (including the rate of such damages) is specifically stated elsewhere in this Proposal. SECO's liability for liquidated damages shall be limited to the sum assessable under such provision, if any, for delay solely attributable to SECO. In no event shall SECO be liable for damages (liquidated or otherwise) for any delay caused by others, or for delay beyond its control, or for delay caused by SECO that is concurrent with any other delay beyond SECO's control.
11. **DELAYS.** In the event SECO is delayed in the completion of its work for any reason other than the negligence or other fault of SECO, SECO shall be entitled to a day-for-day extension of all deadlines in this Agreement, and shall be entitled to recover all additional costs and other damages occasioned by the delay, including extended general conditions costs and reasonable overhead and profit thereon, and including all costs and expenses incurred for overtime, second shifts, acceleration, and weekend/holiday pay, regardless of whether such damages are considered indirect, incidental, or consequential..
12. **SCHEDULE.** If no specific deadline for completion of the Work is stated elsewhere in this Proposal, then SECO shall have a reasonable time to commence and complete the performance of the contract. Owner/General Contractor shall prepare all work areas to SECO's reasonable satisfaction for SECO's work under the contract. SECO will not be obligated to start work until sufficient preparation is complete to permit continued work until job completion, and shall receive a day-for-day extension of any deadlines in this Contract for each day that the job site is not sufficiently prepared to SECO's reasonable satisfaction.
13. **MATERIALS.** All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, and size, finish, texture and performance standards.
14. **WARRANTY.** All work is warranted to be free from defects in workmanship for a period of one year from the date of substantial completion of SECO's work under this Contract. SECO MAKES THIS WARRANTY AND OWNER/GENERAL CONTRACTOR ACCEPTS **THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** This warranty shall be null and void if anyone other than SECO is engaged to perform any repair or service work on any of SECO's work.

15. **RISK OF LOSS / DAMAGE.** SECO shall not be liable for damage to its work caused by others. Any repair work necessitated by such damage shall constitute extra work for which SECO shall be entitled to additional compensation at the rates stated herein or, if none, at SECO's standard labor rates. Owner/General Contractor recognizes that SECO does not have the facilities necessary to store and/or secure materials once delivered to the jobsite. Accordingly, all risk of loss for damage or loss to goods or equipment to be provided hereunder, from any cause other than SECO's own negligence, shall be borne by Owner/General Contractor upon SECO's delivery of the goods or equipment in good condition to the jobsite.

16. **Filling Underground Storage Tanks:** Buyer shall be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavated areas. SECO shall not be responsible for contamination or loss of product used for ballast, unless contamination or loss of product is due to the negligence of SECO. Unless SECO anchors tanks using the recommended method and warrants in writing that tanks will not float, SECO shall be held harmless by Buyer in the event a tank should float. All expenses of equipment, labor, and materials to reinstall tanks shall be borne by the Buyer.

17. **CHANGES.** Owner/General Contractor may order changes to the work by submitting proposed changes to SECO in writing. SECO shall then provide a written Proposed Change Order to Owner/General Contractor within five (5) days, setting forth SECO's proposed adjustment to the Contract Price and the time for performance, if any. Owner/General Contractor may accept the proposed adjustment by signing the Proposed Change Order, which shall then become binding on the parties. If the parties cannot agree on the proposed adjustment, Owner/General Contractor may instruct SECO to perform the extra work by providing such instruction in writing, and SECO shall then be entitled to additional compensation for the extra work at the rates stated herein (or, if none, at SECO's standard labor rates) for labor; and SECO shall be entitled to the cost of any materials or equipment plus fifteen percent (15%) markup for overhead and profit. Nothing in this paragraph shall constitute a waiver of SECO's right to compensation for extra work performed pursuant to the oral request of Owner/General Contractor, and Owner/General Contractor shall be obligated to compensate SECO for all extra work performed regardless of whether a fully-executed Change Order or written instruction is obtained.

18. **INDEMNITY.** To the fullest extent permitted by law, Owner/General Contractor shall indemnify, defend, and hold SECO harmless from and against any and all claims, demands, causes of action, lawsuits or other proceedings, losses, damages, costs or expenses (including attorney's fees) arising out of or relating to Owner/General Contractor's negligent acts or omissions under this Contract (but only to the extent of Owner/General Contractor's negligence), or any breaches of Owner/General Contractor's obligations under this Contract.

19. **TERMINATION.** Owner/General Contractor may terminate this Contract at any time upon written notice, with or without cause. In the event of any termination, SECO shall immediately stop work under the Contract and instruct its suppliers or subcontractors to stop work, and SECO shall be entitled to payment for all work performed through the date of termination, including overhead. In the event of termination for any reason other than SECO's default, SECO shall also be entitled to payment of its costs and expenses incurred in demobilizing from the job, plus the lost profit that SECO would have realized had the Contract not been terminated. In addition SECO will be paid a 5% of the total contract value as a cancellation fee. This fee shall be payable within 10 days of cancellation notification. Buyer is also responsible for any restocking or similar charges imposed upon SECO by manufacturers or suppliers of the equipment/material ordered for the project. No employee of the seller has the authority to waive cancellation charges, which may only be waived in writing by the president of SECO.

20. **APPLICABLE LAW.** This Contract shall be governed by and interpreted according to the laws of the State of Missouri. The parties agree that this Contract was the subject of negotiation and that both parties had the opportunity to review the Contract with counsel of their choosing. In the event of any mistake, ambiguity, or conflict within this Contract, neither party shall be considered the author of this Proposal or any other Contract Documents, and no mistake, ambiguity or conflict shall be construed more strongly against or more favorably toward either party hereto.

**NOTICE TO OWNER**

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

Superior Equipment Co. \_\_\_\_\_

Owner \_\_\_\_\_



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>CM20221128-01</b>
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**SUBJECT/TITLE:**  
The City of University City's 2023 Legislative Platform

<b>REQUESTED BY:</b> City Manager Gregory Rose	<b>DEPARTMENT / WARD</b> All
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<b>AGENDA SECTION:</b> City Managers Report	<b>CAN ITEM BE RESCHEDULED?</b> Yes
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**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
City Manager recommends approval of the 2023 Legislative Platform.

**FISCAL IMPACT:**

<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	

**EXPLANATION:**

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
This agenda item asks the Mayor and Council to consider the City of University City 2023 Legislative Platform. The document is intended to provide staff and our governmental affairs consultant with guidance during the 2023 Federal and State legislative sessions. Guidance is provided in the areas that include revenues, governance, infrastructure, social services, crime prevention, and environment.

<b>CIP No.</b>	
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**RELATED ITEMS / ATTACHMENTS:**

**LIST CITY COUNCIL GOALS (5):**  
Economic Development  
Public Safety  
Infrastructure  
Prudent Fiscal Management

<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregory Rose	<b>MEETING DATE:</b> November 28, 2022
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## **City of University City 2023 Legislative Platform**

This 2023 Legislative Platform reflects Council’s legislative positions and priorities on current or anticipated legislative action at both State and Federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

### **2023 State Legislative Platform**

#### **I. REVENUE AND FINANCE**

- A. The City will oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections.
- B. Oppose legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.
- C. The City will protect its ability to collect and use property, and sales taxes in order to properly manage the operations of the City and to manage growth.

#### **II. GOVERNANCE**

- A. The City will oppose legislation that reduces the City’s local authority and support legislation that strengthens or increases local control.
  - Oppose legislation that creates unfunded mandates and burdensome regulations.
  - Oppose legislation that imposes personal liability on Council members for actions taken as part of their official duty; and oppose legislation that increases City liability or requires the City to take on additional indemnity.
  - Oppose legislation that consolidates governments, and/or services without a vote of those residents impacted or a vote that is diluted.

#### **III. QUALITY SERVICES**

- A. The City will support legislation that enhances or incentivizes economic development within the City and oppose legislation that weakens economic development tools.
  - Support legislation that provides alternative financing tools in order to bring economic investments to the City.
  - Support legislation that leverages tax laws in order to bring economic investments to the City.



- B. The City will support legislation that enhances public safety and protection from criminal activity and oppose any legislation that needlessly reduces public safety or compromises the City’s ability to provide public safety and to protect property utilizing its own local authority.
  
- C. The City will support efforts to increase the ability to provide additional quality parks, recreation and library services and oppose efforts to limit the ability to fund community services.
  - Support legislation that allows additional options to participate in cost sharing and to finance municipal recreational infrastructure.
  - Support all aspects of Community Development Block Grants (CDBG).
  
- D. The City will support legislation that advances responsive and high quality health and human service practices and delivery to people living in and around University City, and oppose legislation that negatively impacts these services.
  - Support legislation that brings additional services and cost effective resources to our senior, veteran, and disabled population.
  - Support legislation that increases health care access to the City’s residents.

#### IV. INFRASTRUCTURE

- A. The City will support legislation that advances the planning, design, maintenance, and completion of transportation infrastructure and oppose legislation that will hinder completion of transportation infrastructure.
  - Support legislation that creates additional funding options or revenue sources for transportation infrastructure including private-public partnerships and new revenue streams.
  - Support legislation that reduces or repeals unnecessary or redundant regulatory requirements.
  
- B. The City will support legislation that enhances the City’s ability to provide or oversee safe and affordable utility services while protecting the health, safety, and public welfare of the people within the City, and oppose any legislation that needlessly reduces the safety and affordability of utilities or compromises the City’s oversight authority.

#### V. 2023 FEDERAL LEGISLATIVE PLATFORM

- A. The City will seek federal funding for transportation infrastructure, **storm water management projects, hazardous mitigation, and housing.**

- B. The City will advocate for continued federal support of the transportation infrastructure and housing grant programs.
- C. The City will advocate with the Federal Environmental Protection Agency on issues negatively impacting the environment.
- D. The City will advocate for Federal funding of COPS, and SAFER Grants.
- E. Advocate for programming that promotes inclusion, and equity in the workplace, and business development.
- F. Advocate for programs that promote supplemental nutritional assistance

VI. STAFF REQUESTED LEGISLATIVE ACTIVITY

Activity	Requesting Department
Support legislation that improves health, wellness, literacy and information access.	City Manager’s Office
Support legislation that enhances the efficiency and effectiveness of law enforcement, while protecting taxpayers and maintaining local authority. <ul style="list-style-type: none"> <li>• Prioritize resources to combat Violent Crime</li> <li>• Federal Sentencing Reform and Reducing Unnecessary Incarceration</li> <li>• Support consistent and enhanced funding for mental health services.</li> </ul>	Police Courts
Advocate for increased investment in sustainable and renewable energy.	City Manager’s Office
Support legislation that promotes workforce housing and provides additional resources for homeowner housing improvement programs and a path to homeownership.	City Manager’s Office
Support Legislation that removes barriers and increases funding for fire departments to provide community care services	Fire

CITY OF UNIVERSITY CITY COUNCIL MEETING

AGENDA ITEM



NUMBER: <i>For City Clerk Use</i>	UB20221128-01
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**SUBJECT/TITLE:**  
An Ordinance Approving a Petition to Add Real Property to the Markets at Olive Community Improvement District.

<b>REQUESTED BY:</b> City Manager, Gregory Rose	<b>DEPARTMENT / WARD</b> Administration
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<b>AGENDA SECTION:</b> Unfinished Business - Bill 9491	<b>CAN ITEM BE RESCHEDULED?</b> yes
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**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
City Manager recommends approval.

**FISCAL IMPACT:**  
The City Council established the Markets at Olive Community Improvement District ("CID") by Ordinance No. 7131 on August 13, 2020, consisting of approximately 2.22 acres of property at 8601, 8637 and 8643 Olive Boulevard. The boundaries of the CID were expanded by Ordinance No. 7153 on June 14, 2021, by adding approximately 18.371 acres of property on the north side of Olive between 8643 Olive Boulevard and I-170.

<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
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<b>FROM FUND:</b>		<b>TO FUND:</b>	
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**EXPLANATION:**  
The City Clerk received a Petition to further expand the boundaries of the CID on November 4, 2022. The additional property consists of approximately 25.5 acres of property in the 8600 blocks of Elmore Court, Orchard Court and Richard Court, at 1170-1194 Briscoe Place, and at 8612-8684 Olive. The additional property is entirely within Redevelopment Project Area 1 ("RPA 1"), as is all property currently within the CID. The 8600 block of Mayflower Court is the only property within RPA 1 that will not be in the CID if this Bill is passed.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**  
The CID will extend to the additional property its 1% sales tax currently imposed within the existing CID property to finance and reimburse eligible CID Project costs. The CID has no authority to levy real property taxes or impose business license taxes, so those rates will not be affected.  
  
The Petition contains the information and signatures required by the Missouri Community Improvement District Act, Sections 67.1401 to 67.1571 RSMo ("CID Act"). The City Council must hold a public hearing before considering approval of the Petition, so a public hearing will be held on November 28, 2022.

<b>CIP No.</b>	
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**RELATED ITEMS / ATTACHMENTS:**  
Bill No. 9491, including Exhibit A (Petition to Expand the Markets at Olive Community Improvement District).

**LIST CITY COUNCIL GOALS (S):**  
Economic Development

<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregory Rose	<b>MEETING DATE:</b> November 28, 2022
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**INTRODUCED BY:** \_\_\_\_\_

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

**BILL NO.** \_\_\_\_\_

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

**AN ORDINANCE APPROVING A PETITION TO ADD REAL PROPERTY TO THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT.**

**WHEREAS**, in accordance with Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the “CID Act”) and pursuant to Ordinance No. 7131, the City of University City, Missouri (the “City”) previously established the Markets at Olive Community Improvement District (the “District”); and

**WHEREAS**, in accordance with the CID Act and pursuant to Ordinance No. 7153, the City added approximately 18.37 acres of property to the District boundaries; and

**WHEREAS**, a “Petition to Expand the Markets at Olive Community Improvement District,” a copy of which is attached as **Exhibit A** hereto (the “CID Expansion Petition”), was filed with the City Clerk on November 4, 2022, requesting that the boundaries of the District be expanded to include an additional approximately 25.5 acres that are contiguous with the existing boundary of the District (as further described in the CID Expansion Petition, the “Additional Property”); and

**WHEREAS**, on November 1, 2022, the Board of Directors of the District adopted Resolution No. 22-001 consenting to addition of the Additional Property to the District; and

**WHEREAS**, the City Council held a duly-noticed public hearing on November 28, 2022, at which all persons interested in the addition of the Additional Property to the District were allowed an opportunity to speak and at which time the City Council heard all protests and received all endorsements; and

**WHEREAS**, the City Council finds that notice of the CID Expansion Petition and the proposed addition of the Additional Property to the District has been duly given and the public hearing thereon has been held in which all reasonable protests, objections and endorsements have been heard, all in accordance with Sections 67.1431 and 67.1441 of the CID Act; and

**WHEREAS**, the City Council further finds that the CID Expansion Petition is proper in that it meets all of the requirements of the CID Act; and

**WHEREAS**, the City Council further finds that the addition of the Additional Property to the District is in furtherance of (a) the “RPA 1 Redevelopment Project” described in the Redevelopment Agreement dated as of June 13, 2019 among the City, U. City, L.L.C. and U. City TIF Corporation, as amended, and (b) the “District Project” described in the District Project Agreement among the City, the District, U. City, L.L.C. and U. City TIF Corporation.

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

**Section 1.** The CID Expansion Petition is hereby approved. The boundaries of the District are hereby amended to add the Additional Property to the District.

**Section 2.** The City Clerk is hereby directed to report to the Missouri Department of Economic Development that the District has expanded its boundaries, as contemplated by the CID Act.

**Section 3.** The officers of the City are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Ordinance. All actions taken to date by the officers of the City with respect to the CID Expansion Petition, including, without limitation, the provision of notices for the public hearing regarding the CID Expansion Petition and the addition of the Additional Property to the District, are hereby ratified.

**Section 4.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

**PASSED and APPROVED this 28th day of November, 2022.**

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MAYOR

(Seal)

ATTEST:

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CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

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CITY ATTORNEY

**EXHIBIT A**

**CID EXPANSION PETITION**

[On file in the Office of the City Clerk]

**MARKETS AT OLIVE  
COMMUNITY IMPROVEMENT  
DISTRICT**

**Petition to Expand the Markets at Olive  
Community Improvement District  
Pursuant to Sections 67.1401-67.1571 of the Revised Statutes of  
Missouri, as Amended**

**City of University City, Missouri**

**November 4, 2022**



## **EXHIBITS**

EXHIBIT A– DISTRICT BOUNDARY MAP (EXISTING PROPERTY)

EXHIBIT B– DISTRICT BOUNDARY MAP (AS EXPANDED INCLUDING THE  
ADDITIONAL PROPERTY)

EXHIBIT C – DISTRICT LEGAL DESCRIPTION (AS EXPANDED INCLUDING THE  
ADDITIONAL PROPERTY)

EXHIBITD– LISTING OF ADDITIONAL PROPERTY TO BE INCLUDED WITHIN THE  
DISTRICT, INCLUDING STREET ADDRESS, PARCEL NUMBER, OWNER  
AND ASSESSED VALUE

EXHIBITE– FIVE-YEAR PLAN

**PETITION TO ADD REAL PROPERTY TO THE  
MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT**

To the City of University City, Missouri:

U. City, L.L.C. and 170 and Olive Holdco, LLC, as the undersigned petitioners, (“*Petitioners*”) are the owners or representatives of the owners of record of more than fifty percent (50%) (a) by assessed value of all real property within the area proposed to be added to the Markets at Olive Community Improvement District (the “District”); and (b) per capita of all owners of real property within the area proposed to be added to the District. The District was formed as a political subdivision of the State of Missouri pursuant to Section 67.1411 of the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”) and the Amended and Restated Petition to Establish a Community Improvement District (the “*Establishment Petition*”) approved by the City of University City, Missouri (the “*City*”), pursuant to Ordinance No. 7131 passed and approved on July 13, 2020 (the “*Establishment Ordinance*”). The District boundaries were previously expanded by the City’s approval of the Petition to Add Real Property to the Markets at Olive Community Improvement District (the “*First Addition Petition*”, and together with the Establishment Petition, collectively, the “*Original Petition*”) pursuant to Ordinance No. 7153 passed and approved June 14, 2021 (the “*First Addition Ordinance*”, and together with the Establishment Ordinance, collectively, the “*Original CID Ordinance*”).

Petitioners hereby petition and request that the City expand the boundaries of the existing District (the “*Existing Property*”) (as defined by the legal descriptions set forth in Exhibit A and Exhibit B to the First Addition Petition approved by the City pursuant to Ordinance No. 7153) to include the Additional Property (as defined below).

1. The Existing Property consists of approximately 20.5 acres located entirely within the City. A boundary map of the District showing the Existing Property is set forth on Exhibit A, attached hereto and incorporated herein.
2. The Additional Property proposed to be added to the District consists of approximately 25.5 acres, is contiguous to the Existing Property and is located entirely within the City (the “*Additional Property*”). A boundary map of the District as expanded to include the Additional Property proposed to be added to the District is set forth on Exhibit B, attached hereto and incorporated herein.
3. A legal description of the District, which description includes the Additional Property, is set forth on Exhibit C, attached hereto and incorporated herein by reference.
4. The name of the expanded District will remain the “Markets at Olive Community Improvement District.”
5. As required by the CID Act, the current Board of Directors of the District (the “*Board*”) has consented to the expansion of the boundaries of the District as set forth in this Petition.

6. In addition, based on the real property tax records of the St. Louis County Assessor's Office, as supplemented by real property records available to Petitioners, as of the date of filing this Petition, there are two (2) owners of real estate parcels included as Additional Property, which are U. City, L.L.C and 170 and Olive Holdco, LLC. The total assessed value of all the land and improvements associated with the Additional Property is approximately \$3,531,620. Petitioners represent 100% by assessed value and 100% per capita of all owners of the Additional Property. A table that identifies the Additional Property by street address, Parcel Number, Owner and Assessed Valuation for the 2022 tax year is set forth on Exhibit D, attached hereto and incorporated herein.
7. Pursuant to the Original Petition and the Original CID Ordinance, the District has been formed as a political subdivision. The Board is composed of five (5) members, each previously appointed by the Mayor of the City, with the consent of the governing body of the City. Each director shall, during his or her term, meet the qualifications of Section 67.1451.2 of the CID Act and shall be an owner of real property in the District or its authorized representative. In addition, pursuant to the Original Petition, two of the five directors on the Board shall be City representatives, and the Petitioners hereby authorize such City representatives to be deemed as its authorized representatives for purposes of meeting the qualifications of this Section. Successor directors shall be appointed in the same manner as the initial Board. Successor directors shall serve for a term of four years. The provisions of the Original Petition relating to the District's directors is unchanged by this Petition.
8. The Existing Property within the District has previously been determined blighted pursuant to Section 67.1401.2(3)(b) of the CID Act, which statutory citation was subsequently amended and is no longer included in the CID Act, and the Original CID Ordinance. However, the Petitioners are not seeking a determination that the Additional Property is blighted pursuant to the CID Act.
9. Petitioners desire to preserve the authorizations set forth in the Original Petition, and therefore the District shall have all powers provided in the CID Act, except as otherwise provided in this Petition.
10. The District will extend to the Additional Property its community improvement district sales tax (the "**CID Sales Tax**"), currently imposed within the Existing Property at the rate of one percent (1%), for a period not to exceed the life of the District.
11. In addition to generating revenue through the CID Sales Tax, the District is authorized to enter into contracts with public and private entities to accept grants and donations of funds, property, labor, services or other things of value from such public and private sources pursuant to the CID Act.
12. Notwithstanding anything in the CID Act or this Petition to the contrary, the District shall have no power to levy real property taxes or business license taxes and, therefore, the maximum rates of real property taxes and business license taxes proposed in this Petition are zero.

13. Petitioners do not seek to limit the revenue generation or borrowing capacity of the District, except as otherwise provided in this Petition. It is anticipated that the District will use the moneys received from the imposition of the CID Sales Tax to finance and reimburse those eligible District Project costs incurred on its behalf, and the District may issue notes or other obligations to fund the completion of the improvements and the provision of the services as are necessary and desirable to the District for the completion of the “*District Project*” as defined and as further set forth in and contemplated by: (a) that certain Redevelopment Agreement dated as of June 13, 2019 by and among the City, U. City, L.L.C., and U. City TIF Corporation, as amended (the “*Redevelopment Agreement*”); and (b) that certain District Project Agreement dated as of August 21, 2020 by and among the City, the Markets at Olive Community Improvement District, U. City, L.L.C., and the U. City TIF Corporation (the “*District Project Agreement*”). In accordance with the Original Petition, the District shall not be permitted to issue any tax-exempt debt obligations without the prior written consent of the City.
14. A “new” Five-Year Plan replacing the Five-Year Plan attached to the Original Petition and updating the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred related to the District Project is set forth on Exhibit E, attached hereto and incorporated herein by reference.
15. The Board shall commence the procedures provided in the CID Act for the termination of the District upon the earlier to occur of (i) all of the District’s obligations used to finance and reimburse all of the eligible District Project costs incurred within the boundaries of the District having been fully redeemed in accordance with the terms of the CID Act, or (b) fifty (50) years from the effective date of the Original CID Ordinance. For the purposes of the CID Act, this paragraph constitutes the proposed length of time for the existence of the District which remains unchanged from the Original Petition.
16. If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, the remaining sections, clauses and provisions of this Petition shall remain valid, operative and enforceable to the fullest extent allowed by law.
17. Each of the exhibits to this Petition are incorporated herein and made a part of this Petition by reference.
18. **Notice to Petitioners:**  
  
**The signatures of the signers of this Petition may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.**
19. By execution and submission of this Petition, Petitioners respectfully request that the boundaries of the District be expanded pursuant to this Petition and Section 67.1441 of the CID Act to include the Additional Property. In addition, Petitioners respectfully request that the City Council hold a public hearing in accordance with Section 67.1421, 67.1431 and 67.1441 of the CID Act and adopt an ordinance approving this Petition.

**UNIVERSITY CITY, MISSOURI - CLERK'S ACKNOWLEDGEMENT OF RECEIPT OF PETITION:**

This Petition was filed in my office via \_\_\_\_\_ on November \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_

City Clerk

**PETITIONER:**

NAME OF OWNER: U. City, L.L.C.

TELEPHONE NUMBER: (314)-370-6801

MAILING ADDRESS: c/o Lawrence R. Chapman, Jr.  
1401 S. Brentwood Blvd., Suite 625  
St. Louis, MO 63144

NAME OF SIGNER AND BASIS OF  
LEGAL AUTHORITY TO SIGN: Lawrence R. Chapman, Jr., as Vice President of  
CRG Services Management, LLC, the Manager of  
U. City, L.L.C.

SIGNER'S TELEPHONE NUMBER: (314) 952-7790

SIGNER'S MAILING ADDRESS: 1401 S. Brentwood Blvd., Suite 625  
St. Louis, MO 63144

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit A and Exhibit B**

PARCEL IDENTIFICATION  
NUMBERS: See **Exhibit D**

ASSESSED VALUE: \$2,640,730 (See **Exhibit D**)

**[SIGNATURE PAGE OF PETITIONER U. CITY, L.L.C. TO PETITION FOLLOWS]**

By executing this Petition on this 2nd day of November, 2022, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately below. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

U. City, L.L.C., a Missouri limited liability company

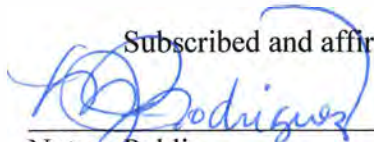
By: CRG Services Management, LLC, a Missouri limited liability company, its Manager

By:  Lawrence R. Chapman, Jr., Vice President

STATE OF Missouri )  
 )  
COUNTY OF St. Louis ) SS.

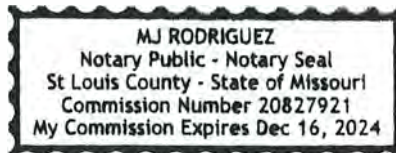
On this 2nd day of November 2022, before me appeared Lawrence R. Chapman Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President and authorized representative of CRG Services Management, LLC, a Missouri limited liability company, which is the Manager of U. City, L.L.C., a Missouri limited liability company, and that said Petition was signed on behalf of U. City, L.L.C. by authority of its manager(s) and member(s) and acknowledged to me that he executed said Petition as said limited liability company's free act and deed.

Subscribed and affirmed before me this 2nd day of November, 2022.

  
\_\_\_\_\_  
Notary Public

Printed Name: MJ Rodriguez

My Commission Expires: Dec. 16, 2024



**PETITIONER:**

NAME OF OWNER: 170 and Olive Holdco, LLC

TELEPHONE NUMBER: (314)-370-6801

MAILING ADDRESS: c/o Lawrence R. Chapman, Jr.  
1401 S. Brentwood Blvd., Suite 625  
St. Louis, MO 63144

NAME OF SIGNER AND BASIS OF  
LEGAL AUTHORITY TO SIGN: Lawrence R. Chapman, Jr., as Vice President of  
CRG Services Management, LLC, the Manager of  
170 and Olive Holdco, LLC

SIGNER'S TELEPHONE NUMBER: (314) 952-7790

SIGNER'S MAILING ADDRESS: 1401 S. Brentwood Blvd., Suite 625  
St. Louis, MO 63144

TYPE OF ENTITY: Missouri limited liability company

MAP: See **Exhibit B**

PARCEL IDENTIFICATION  
NUMBERS: See **Exhibit D**

ASSESSED VALUE: \$2,117,130 (See **Exhibit D**)

**[SIGNATURE PAGE OF PETITIONER 170 AND OLIVE HOLDCO, LLC TO  
PETITION FOLLOWS]**



By executing this Petition on this 2nd day of November, 2022, the undersigned represents and warrants that he is authorized to execute this Petition on behalf of the property owner named immediately below. The undersigned also acknowledges that his signature may not be withdrawn later than seven (7) days after this Petition is filed with the City Clerk of the City.

170 and Olive Holdco, LLC, a Missouri limited liability company


By: CRG Services Management, LLC, a Missouri limited liability company, its Manager

By:   
Lawrence R. Chapman, Jr., Vice President

STATE OF Missouri )  
 ) SS.  
COUNTY OF St. Louis )

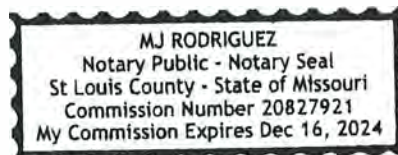
On this 2nd day of November 2022, before me appeared Lawrence R. Chapman Jr., to me personally known, who being by me duly sworn, did say that he is the Vice President and authorized representative of CRG Services Management, LLC, a Missouri limited liability company, which is the Manager of 170 and Olive Holdco, LLC, a Missouri limited liability company, and that said Petition was signed on behalf of 170 and Olive Holdco, LLC by authority of its manager(s) and member(s) and acknowledged to me that he executed said Petition as said limited liability company's free act and deed.

Subscribed and affirmed before me this 2nd day of November, 2022.

  
Notary Public

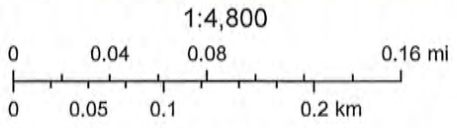
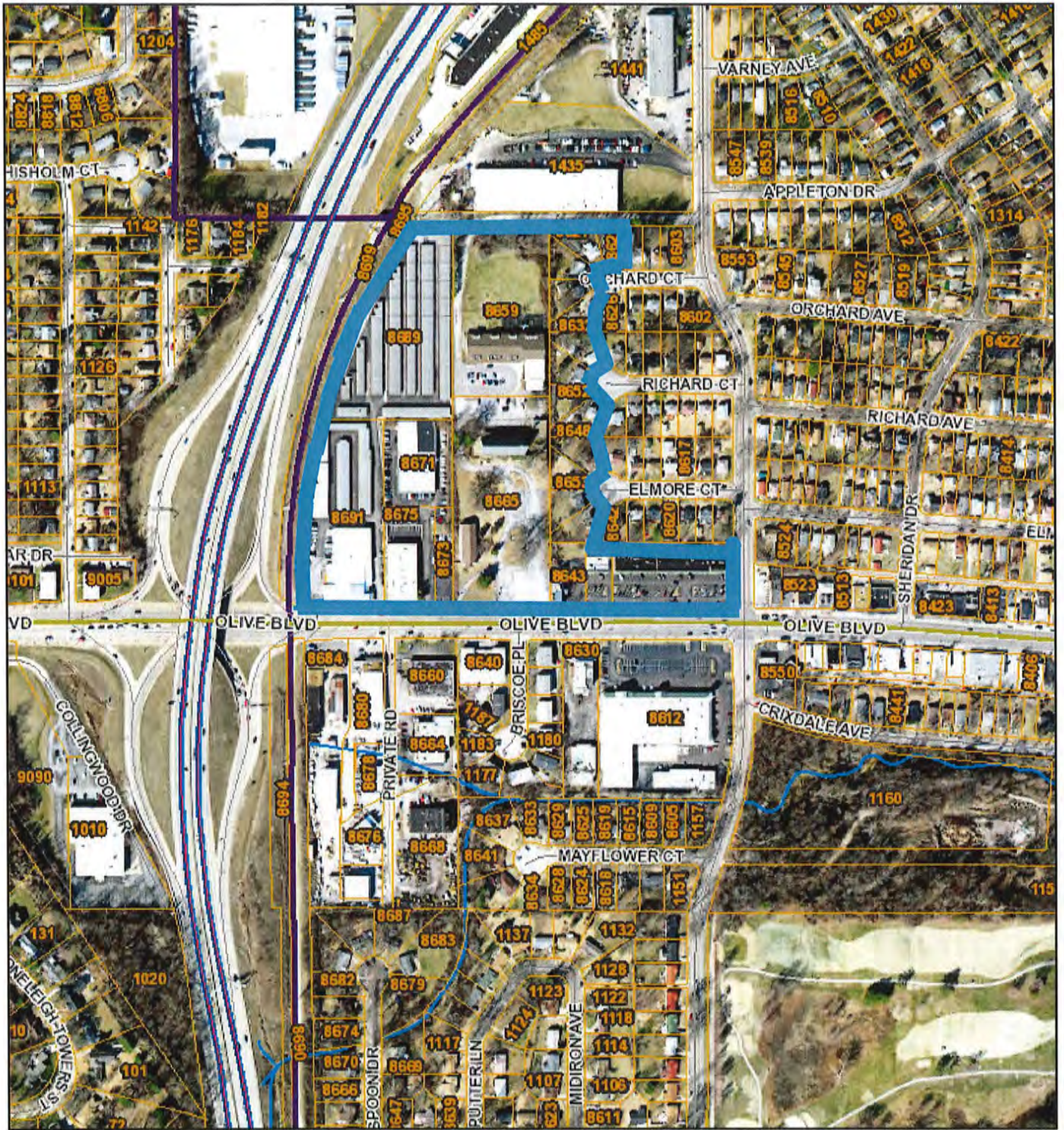
Printed Name: MJ Rodriguez

My Commission Expires: Dec. 16, 2024



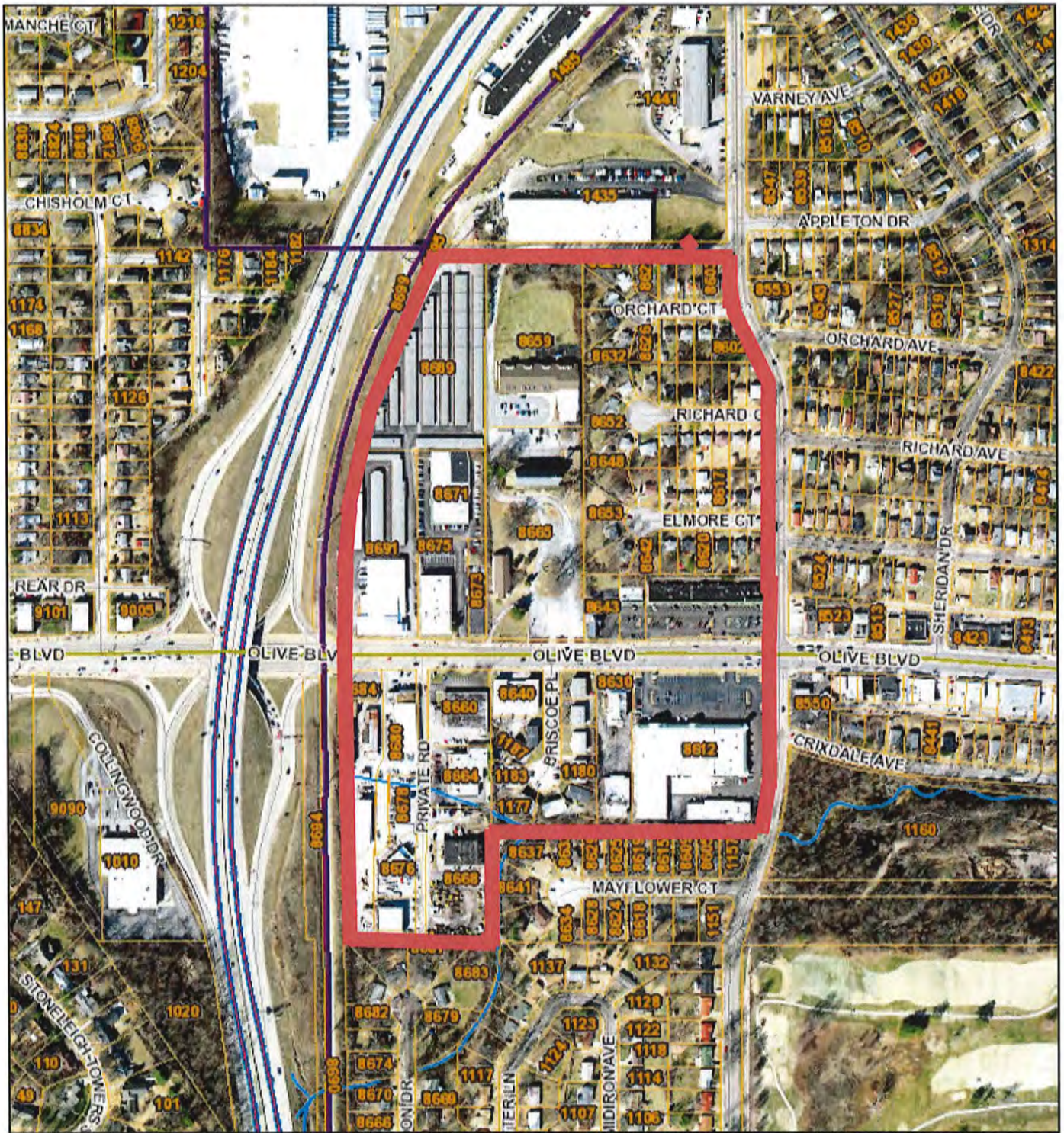
# **Exhibit A**

## **District Boundary Map (Existing Property)**

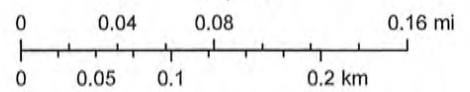


## **Exhibit B**

### **District Boundary Map (As Expanded Including the Additional Property)**

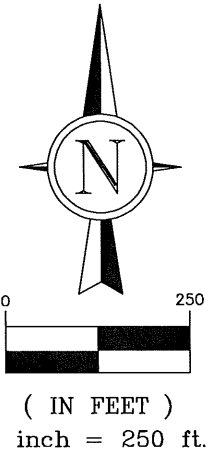
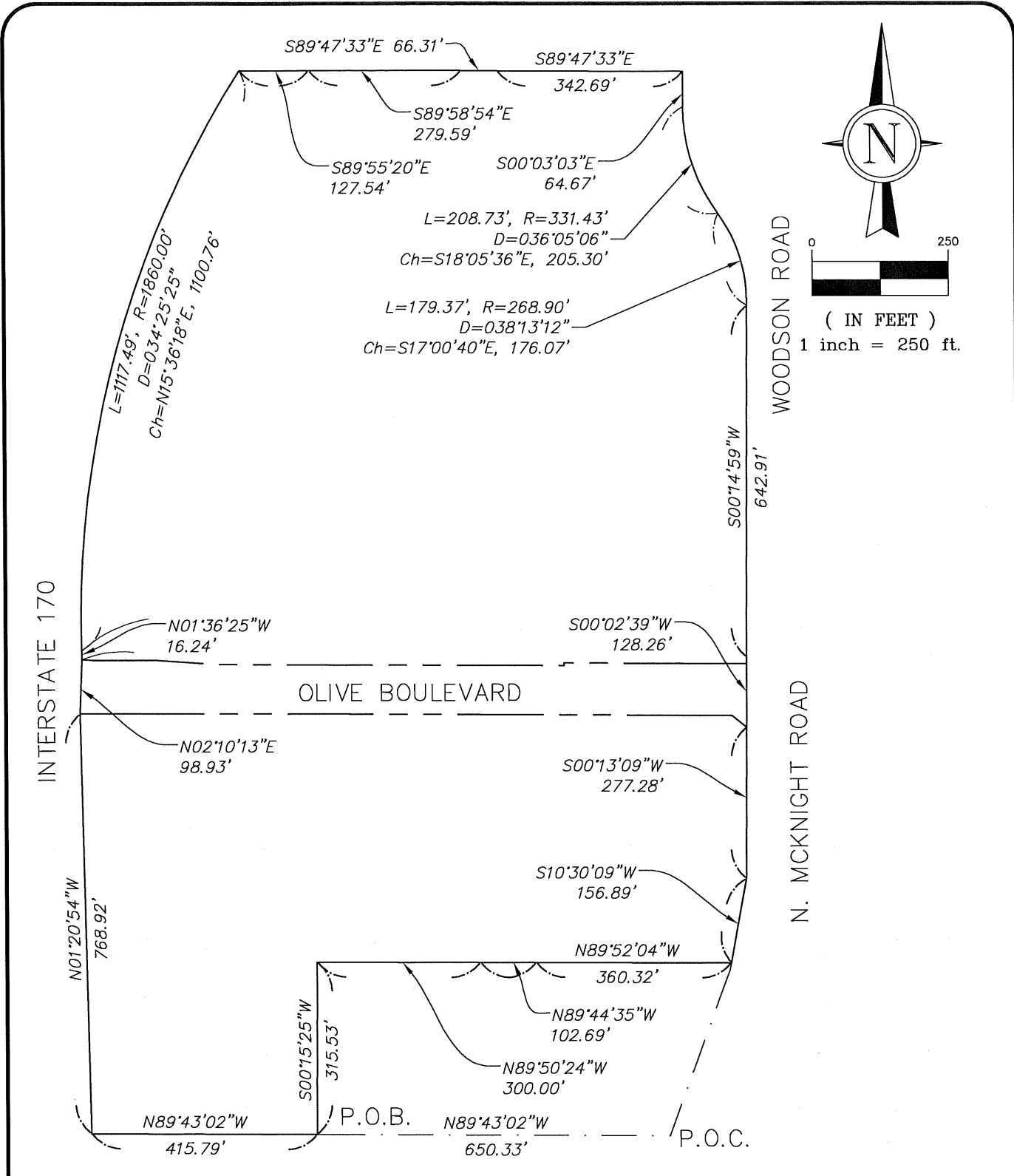


1:4,800



## **Exhibit C**

### **District Legal Description (As Expanded Including the Additional Property)**



# GRIMES CONSULTING, INC.

*Civil Engineering & Surveying Services*

12300 OLD TESSON ROAD, SUITE 300D  
 ST. LOUIS, MO. 63128  
 PH. (314) 849-6100  
 FAX (314) 849-6010  
 www.grimesconsulting.com

DRAWN BY: <b>MRL</b>	DATE: <b>8/15/22</b>	CHECKED BY: <b>RCS</b>	DATE: <b>8/15/22</b>	JOB NUMBER: <b>3082.H</b>	SHEET: <b>1 of 2</b>
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--- PROPERTY BOUNDARY DESCRIPTION ---

MARKET AT OLIVE CID

A tract of land situated in the City of University City, the County of St. Louis and the State of Missouri, being all of Market at Olive, a subdivision filed for record in Plat Book 369 Page 124 of the Land Records of said St. Louis County, Missouri, all of Market at Olive Plat 2, a subdivision filed for record in Plat Book 370, Page 202 of said Land Records, part of Blocks 1, 2 and 3 of St. Patrick Courts, a subdivision recorded in Plat Book 48, page 33 of said Land Records, all of the Resubdivision of Lots 3 and 4 of Beyers Subdivision, a subdivision recorded in Plat Book 297, page 24 of said Land Records, part of Beyers Subdivision, a subdivision recorded in Plat Book 272, page 30 of said Land Records, a tract of land conveyed to U City LLC as recorded in Deed Book 22858, page 585 of said Land Records, all of that part of the following right-of-ways: Elmore Court, 50 feet wide, Richard Court, 50 feet wide, Orchard Court, 50 feet wide, Briscoe Place, 50 feet wide, and being more particularly described as follows:

COMMENCING at the Northeast corner of a tract of land conveyed to Booker Gilliam as recorded in Deed Book 13658, page 445 of said Land Records, said tract of land also being Lot 59 of McKnight Heights, a subdivision recorded in Plat Book 54, page 41 of said Land Records, said Northeast corner also being the Southeast corner of McKnight Downs, a subdivision filed for record in Plat Book 55, Page 89 of said land records, and also being on the Western right-of-way line of McKnight Road; thence leaving said Western right-of-way line and along the North line of said McKnight Heights subdivision, said North line also being the South line of said McKnight Downs subdivision, North 89 degrees 43 minutes 02 seconds West, 650.33 feet to the Southwest corner of said McKnight Downs subdivision, and also being the TRUE POINT OF BEGINNING of the tract herein described; thence continuing along said North line of McKnight Heights subdivision, North 89 degrees 43 minutes 02 seconds West, a distance of 415.79 feet to the Eastern line of a tract of land conveyed to Bi-State Development Agency of the Missouri-Illinois Metropolitan District as recorded in Deed Book 13245, page 1568 of said Land Records; thence leaving said North line of McKnight Heights subdivision and along said Eastern Line of Bi-State Development Agency of the Missouri-Illinois Metropolitan District tract, including crossing Olive Boulevard right-of-way, the following courses and distances: North 01 degrees 20 minutes 54 seconds West, a distance of 768.92 feet; North 02 degrees 10 minutes 13 seconds East, a distance of 98.93 feet; North 01 degrees 36 minutes 25 seconds West, a distance of 16.24 feet to a point of curvature; 1117.49 feet along the arc of a curve to the right having a radius of 1860.00 feet, through a central angle of 34 degrees 25 minutes 25 seconds, with a chord that bears North 15 degrees 36 minutes 18 seconds East, a distance of 1100.76 feet to the Northwest corner of said Market at Olive subdivision, said corner also being the Southwest corner of a tract of land conveyed to Costco Wholesale Corporation by Deed Book 25382, Page 50 of said Land Records; thence leaving said Eastern line and along the Southern line of said Costco tract the following courses and distances: South 89 degrees 55 minutes 20 seconds East, a distance of 127.54 feet; South 89 degrees 58 minutes 54 Seconds East, a distance of 279.59 feet; South 89 degrees 47 minutes 33 seconds East, a distance of 66.31 feet to the Southeast corner of said Costco tract, said Southeast corner also being the Southwest corner of a tract of land conveyed to U. City, LLC by Deed Book 25346, Page 1933 of said Land Records; thence along the Southern line of said U City tract, South 89 degrees 47 minutes 33 seconds East, a distance of 342.69 feet to the Western right-of-way line of Woodson Road, variable width; thence leaving said Southern Line and along said Western right of line of Woodson Road and McKnight Road, including crossing Olive Boulevard right-of-way the following courses and distances: South 00 degrees 03 minutes 03 seconds East, a distance of 64.67 feet to a point of curvature; 208.73 feet along the arc of a curve to the left having a radius of 331.43 feet, through a central angle of 36 degrees 05 minutes 06 seconds, with a chord that bears South 18 degrees 05 minutes 36 seconds East, a distance of 205.30 feet to a point of reverse curvature; 179.37 feet along the arc of a curve to the right, having a radius of 268.90 feet, through a central angle of 38 degrees 13 minutes 12 seconds, with a chord that bears South 17 degrees 00 minutes 40 seconds East, a distance of 176.07 feet; South 00 degrees 14 minutes 59 seconds West, a distance of 642.91 feet; thence South 00 degrees 02 minutes 39 seconds West, a distance of 128.26 feet; thence South 00 degrees 13 minutes 09 seconds West, a distance of 277.28 feet; thence South 10 degrees 30 minutes 09 seconds West, a distance of 156.89 feet to the Northeast corner of said McKnight Downs subdivision; thence along the Northern line of said McKnight Downs subdivision, the following courses and distances: North 89 degrees 52 minutes 04 seconds West, a distance of 360.32 feet; North 89 degrees 44 minutes 35 seconds West, a distance of 102.69 feet; North 89 degrees 50 minutes 24 seconds West, a distance of 300.00 feet to the Northwest corner of said McKnight Downs subdivision; thence leaving said Northern line and along the Western line of said McKnight Downs subdivision, South 00 degrees 15 minutes 25 seconds West, a distance of 315.53 feet to the Point of Beginning.

Containing 46.006 Acres by Grimes Consulting, Inc. dated August 2022.

**GRIMES CONSULTING, INC.**

*Civil Engineering & Surveying Services*

12300 OLD TESSON ROAD, SUITE 300D  
ST. LOUIS, MO. 63128  
PH. (314) 849-6100  
FAX (314) 849-6010  
www.grimesconsulting.com

DRAWN BY: <b>MRL</b>	DATE: <b>8/15/22</b>	CHECKED BY: <b>RCS</b>	DATE: <b>8/15/22</b>	JOB NUMBER: <b>3082.H</b>	SHEET: <b>2 of 2</b>
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## **Exhibit D**

### **Listing of Additional Property To Be Included Within the District, Including Street Address, Parcel Number, Owner and Assessed Valuation**

## EXHIBIT D

### 1) Additional Property (Located North of Olive)

<u>Street Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>2022 Assessed Valuation</u>
8601 Richard Ct.	16K110025	U. City, L.L.C.	\$13,300
8609 Richard Ct.	16K110036	U. City, L.L.C.	\$12,180
8617 Richard Ct.	17K110047	U. City, L.L.C.	\$14,440
8625 Richard Ct.	16K110069	U. City, L.L.C.	\$13,930
8631 Richard Ct.	16K110070	U. City, L.L.C.	\$15,340
8637 Richard Ct.	16K110058	U. City, L.L.C.	\$14,630
8645 Richard Ct.	16K110081	U. City, L.L.C.	\$14,950
8642 Richard Ct.	17K430665	U. City, L.L.C.	\$14,250
8634 Richard Ct.	17K430698	U. City, L.L.C.	\$13,930
8626 Richard Ct.	17K430676	U. City, L.L.C. <sup>1</sup>	\$13,360
8620 Richard Ct.	17K430702	U. City, L.L.C.	\$15,340
8614 Richard Ct.	17K430687	U. City, L.L.C. <sup>2</sup>	\$13,930
8608 Richard Ct.	17K430711	U. City, L.L.C.	\$14,270
8600 Richard Ct.	17K430720	U. City, L.L.C.	\$13,640
8603 Orchard Ct.	16K110366	U. City, L.L.C.	\$15,270
8609 Orchard Ct.	16K110355	U. City, L.L.C.	\$14,720
8615 Orchard Ct.	16K110344	U. City, L.L.C.	\$15,080
8626 Orchard Ct.	16K110180	U. City, L.L.C.	\$15,200

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<sup>1</sup> Per St. Louis County Assessor Records, Parcel Number 17K430676 is owned by 8900 Natural Bridge LLC. Parcel Number 17K430676 was transferred to U. City, L.L.C. by the deed recorded in Plat Book 25268, Page 4227 of the St. Louis County, Missouri Records.

<sup>2</sup> Per St. Louis County Assessor Records, Parcel Number 17K430687 is owned by Ivory J. Crumpton III Et Al. Parcel Number 17K430687 was transferred to U. City, L.L.C. by the deed recorded in Plat Book 25280, Page 157 of the St. Louis County, Missouri Records.

<u>Street Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>2022 Assessed Valuation</u>
8620 Orchard Ct.	16K110223	U. City, L.L.C.	\$14,650
8614 Orchard Ct.	16K110212	U. City, L.L.C.	\$14,330
8608 Orchard Ct.	16K110191	U. City, L.L.C.	\$13,550
8602 Orchard Ct.	16K110201	U. City, L.L.C.	\$12,980
8601 Elmore Ct.	17K430577	U. City, L.L.C.	\$14,440
8609 Elmore Ct.	17K430544	U. City, L.L.C.	\$16,790
8617 Elmore Ct.	17K430533	U. City, L.L.C.	\$15,640
8625 Elmore Ct.	17K430555	U. City, L.L.C.	\$16,840
8631 Elmore Ct.	17K430511	U. City, L.L.C.	\$13,780
8637 Elmore Ct.	17K430522	U. City, L.L.C.	\$17,180
8645 Elmore Ct.	17K430566	U. City, L.L.C. <sup>3</sup>	\$14,020
8634 Elmore Ct.	17K430368	U. City, L.L.C. <sup>4</sup>	\$13,930
8626 Elmore Ct.	17K430379	U. City, L.L.C. <sup>5</sup>	\$13,930
8620 Elmore Ct.	17K430380	U. City, L.L.C.	\$11,990
8614 Elmore Ct.	17K430412	U. City, L.L.C. <sup>6</sup>	\$13,930
8608 Elmore Ct.	17K430391	U. City, L.L.C. <sup>7</sup>	\$18,050

<sup>3</sup> Per St. Louis County Assessor Records, Parcel Number 17K430566 is owned by Alan Cheung. Parcel Number 17K430566 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022042900264 of the St. Louis County, Missouri Records.

<sup>4</sup> Per St. Louis County Assessor Records, Parcel Number 17K430368 is owned by Lin Nan Ying. Parcel Number 17K430368 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022042900263 of the St. Louis County, Missouri Records.

<sup>5</sup> Per St. Louis County Assessor Records, Parcel Number 17K430379 is owned by Ailian Liu. Parcel Number 17K430379 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022042900262 of the St. Louis County, Missouri Records.

<sup>6</sup> Per St. Louis County Assessor Records, Parcel Number 17K430412 is owned by Letha Baptiste. Parcel Number 17K430412 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022080800483 of the St. Louis County, Missouri Records.

<sup>7</sup> Per St. Louis County Assessor Records, Parcel Number 17K430391 is owned by Autumn Investment LLC. Parcel Number 17K430391 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022042900261 of the St. Louis County, Missouri Records.

<u>Street Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>2022 Assessed Valuation</u>
8600 Elmore Ct.	17K430401	U. City, L.L.C. <sup>8</sup>	\$13,640

Please note that the Parcel Numbers listed above associated with Additional Property located to the north of Olive Blvd. are part of a planned re-platting and will be included in a new Plat to be filed with St. Louis County designated as “Market at Olive Plat 4, A Subdivision Plat.”

**2) Additional Property (Located South of Olive)**

<u>Street Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>2022 Assessed Valuation</u>
8660 Olive Blvd.	17K431897	U. City, L.L.C. <sup>9</sup>	\$173,000
8680 Olive Blvd.	17L640544	U. City, L.L.C.	\$111,290
8664 Olive Blvd.	17K431921	U. City, L.L.C.	\$180,160
8666 Olive Blvd.	17L640511	U. City, L.L.C.	\$ 2,780
8676 Olive Blvd.	17L620580	U. City, L.L.C.	\$ 53,530
8668 Olive Blvd.	17K410942	U. City, L.L.C.	\$ 99,740
8674 Olive Blvd.	17L620579	U. City, L.L.C.	\$ 83,390
8678 Olive Blvd.	17L640490	U. City, L.L.C.	\$ 94,910
8684 Olive Blvd.	17L640599	U. City, L.L.C.	\$108,260
1191 Briscoe Pl.	17K430115	170 and Olive Holdco, LLC <sup>10</sup>	\$ 67,570
1187 Briscoe Pl.	17K430061	170 and Olive Holdco, LLC <sup>11</sup>	\$ 67,030

<sup>8</sup> Per St. Louis County Assessor Records, Parcel Number 17K430401 is owned by James McKay. Parcel Number 17K430401 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022090100256 of the St. Louis County, Missouri Records.

<sup>9</sup> Per St. Louis County Assessor Records, Parcel Number 17K431897 is owned by BSF Properties LLC. Parcel Number 17K431897 was transferred to U. City, L.L.C. by the deed e-recorded as Document Number 2022060100227 of the St. Louis County, Missouri Records.

<sup>10</sup> Per St. Louis County Assessor Records, Parcel Number 17K430115 is owned by U. City, L.L.C. Parcel Number 17K430115 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25380, Page 1426 of the St. Louis County, Missouri Records.

<sup>11</sup> Per St. Louis County Assessor Records, Parcel Number 17K430061 is owned by U. City, L.L.C. Parcel Number 17K430061 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25328, Page 523 of the St. Louis County, Missouri Records.

<u>Street Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>2022 Assessed Valuation</u>
1183 Briscoe Pl.	17K430038	170 and Olive Holdco, LLC <sup>12</sup>	\$ 67,030
1177 Briscoe Pl.	17K430913	170 and Olive Holdco, LLC <sup>13</sup>	\$ 68,090
1170 Briscoe Pl.	17K430904	170 and Olive Holdco, LLC <sup>14</sup>	\$ 67,030
1176 Briscoe Pl.	17K430896	170 and Olive Holdco, LLC <sup>15</sup>	\$ 64,380
1180 Briscoe Pl.	17K430049	170 and Olive Holdco, LLC <sup>16</sup>	\$ 68,100
1184 Briscoe Pl.	17K430083	170 and Olive Holdco, LLC <sup>17</sup>	\$ 68,100
1190 Briscoe Pl.	17K431930	170 and Olive Holdco, LLC <sup>18</sup>	\$ 67,030
1194 Briscoe Pl.	17K431941	170 and Olive Holdco, LLC <sup>19</sup>	\$ 67,030

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<sup>12</sup> Per St. Louis County Assessor Records, Parcel Number 17K430038 is owned by U. City, L.L.C. Parcel Number 17K430038 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25332, Page 1417 of the St. Louis County, Missouri Records.

<sup>13</sup> Per St. Louis County Assessor Records, Parcel Number 17K430913 is owned by U. City, L.L.C. Parcel Number 17K430913 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25336, Page 685 of the St. Louis County, Missouri Records.

<sup>14</sup> Per St. Louis County Assessor Records, Parcel Number 17K430904 is owned by U. City, L.L.C. Parcel Number 17K430904 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25328, Page 550 of the St. Louis County, Missouri Records.

<sup>15</sup> Per St. Louis County Assessor Records, Parcel Number 17K430896 is owned by U. City, L.L.C. Parcel Number 17K430896 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25336, Page 670 of the St. Louis County, Missouri Records.

<sup>16</sup> Per St. Louis County Assessor Records, Parcel Number 17K430049 is owned by U. City, L.L.C. Parcel Number 17K430049 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25328, Page 539 of the St. Louis County, Missouri Records.

<sup>17</sup> Per St. Louis County Assessor Records, Parcel Number 17K430083 is owned by U. City, L.L.C. Parcel Number 17K430083 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25328, Page 532 of the St. Louis County, Missouri Records.

<sup>18</sup> Per St. Louis County Assessor Records, Parcel Number 17K431930 is owned by U. City, L.L.C. Parcel Number 17K431930 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25328, Page 516 of the St. Louis County, Missouri Records.

<sup>19</sup> Per St. Louis County Assessor Records, Parcel Number 17K431941 is owned by U. City, L.L.C. Parcel Number 17K431941 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25258, Page 4999 of the St. Louis County, Missouri Records.

<u>Street Address</u>	<u>Parcel #</u>	<u>Owner</u>	<u>2022 Assessed Valuation</u>
8612 Olive Blvd.	17K430072	170 and Olive Holdco, LLC <sup>20</sup>	\$943,930
8630 Olive Blvd.	17K430050	170 and Olive Holdco, LLC <sup>21</sup>	\$337,920
8640 Olive Blvd.	17K430071	170 and Olive Holdco, LLC <sup>22</sup>	\$163,890

Please note that the Parcel Numbers listed above associated with Additional Property located to the South of Olive Blvd and owned by 170 and Olive Holdco, LLC are part of an on-going re-platting and certain of the parcels are included in a new Plat filed with St. Louis County designated as “Market at Olive Plat 3R, A Consolidation Plat” and certain other parcels will be included in Plats to be filed in the future.

*2022 Total Assessed Valuation of Additional Property* **\$3,531,620**

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<sup>20</sup> Per St. Louis County Assessor Records, Parcel Number 17K430072 is owned by U. City, L.L.C. Parcel Number 17K430072 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 24870, Page 2037 of the St. Louis County, Missouri Records.

<sup>21</sup> Per St. Louis County Assessor Records, Parcel Number 17K430050 is owned by U. City, L.L.C. Parcel Number 17K430050 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 24870, Page 2037 of the St. Louis County, Missouri Records.

<sup>22</sup> Per St. Louis County Assessor Records, Parcel Number 17K430171 is owned by U. City, L.L.C. Parcel Number 17K430171 was transferred to 170 and Olive Holdco, LLC by the deed recorded in Plat Book 25288, Page 5390 of the St. Louis County, Missouri Records.

**Exhibit E**

**Five-Year Plan**

## Exhibit E

### FIVE-YEAR PLAN

#### THE MARKETS AT OLIVE COMMUNITY IMPROVEMENT DISTRICT

##### Introduction

The Markets at Olive Community Improvement District (the “*District*”) was formed as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “*CID Act*”) and the Amended and Restated Petition to Establish a Community Improvement District (the “*Establishment Petition*”) approved by the City of University City, Missouri (the “*City*”), by Ordinance No. 7131 passed and approved on July 13, 2020 (the “*Establishment Ordinance*”). The District boundaries were previously expanded by the City’s approval of the Petition to Add Real Property to the Markets at Olive Community Improvement District (the “*First Addition Petition*”, and together with the Establishment Petition, collectively, the “*Original Petition*”) pursuant to Ordinance No. 7153 passed and approved June 14, 2021 (the “*First Addition Ordinance*”, and together with the Establishment Ordinance, collectively, the “*Original CID Ordinance*”). This Five-Year Plan (the “*Plan*”) updates the Original Petition and is presented in order to comply with the requirements of the CID Act related to the submission of a Petition to expand the boundaries of the District for a second time.

##### District Location

The District currently consists of approximately 20.5 acres generally bounded by and adjacent to Olive Blvd. to the south, Interstate 170 to the west and Woodson Road to the east (the “*Existing Property*”). The real property to be added to the District (the “*Additional Property*”) consists of approximately 25.5 acres that is contiguous to the Existing Property. Some of the Additional Property is located north of Olive Blvd. and some is located south of Olive Blvd. After adding the Additional Property, the District will still be generally bounded by Interstate 170 to the west and Woodson Road to the east (for the portion of the District located north of Olive Blvd.) and McKnight Road to the east (for the portion of the District located south of Olive Blvd.).

##### Purpose of the District and Scope of the District Project

The purpose of the District is and remains to cause the design and implementation of the District Project located within and benefiting the District Property. Such improvements and services may be undertaken in multiple phases or may occur in one phase. The contemplated improvements and services could consist of the construction, reconstruction, installation, repair and maintenance of any of the improvements and the provision of any of the services permitted by the Act including, but not necessarily limited to:

- (a) Removal, renovation, reconstruction, rehabilitation, or demolition of any buildings or structures within the blighted area of the District;



- (b) Repairing, maintaining and equipping of any buildings or structures within the District;
- (c) Site work and grading;
- (d) Construction of new public works or infrastructure or upgrades and repair of existing public works or infrastructure, including any utility infrastructure (electric, natural gas or telecommunications);
- (e) Drainage, water, storm and sewer systems;
- (f) Structured parking, parking lots, garages or other traffic and parking improvements;
- (g) Sidewalks, streets and alleys;
- (h) Landscaping, hardscaping, pedestrian plazas and lighting;
- (i) Facility signage (roadway and monument);
- (j) Acquisition of interests in real property to the extent necessary to carry out such improvements;
- (k) Preparation and implementation of the District Project;
- (l) Employing and/or contracting for personnel and services necessary to carry out the purposes of the District, including, but not limited to security personnel and security services, maintenance services, advertising, or assistance to attract further investment within the District; and
- (m) All other useful, necessary or desired site improvements or services ((a) through (m) above are, collectively, the “*District Project*”).

**Anticipated Sources of Funds to Pay the Costs of the District Project**

The District has imposed an additional sales tax (the “*CID Sales Tax*”) at the rate of one percent (1%) on all taxable retail sales within its boundaries which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable or video services. The CID Sales Tax has been authorized for a term equal to the life of the District and such authorization expires in July 2070, which is fifty (50) years from the effective date of the Establishment Ordinance.

The entire District is located in a Redevelopment Area subject to Tax Increment Financing (“*TIF*”), and the District has pledged all District Revenues, less the District Expenses, to be used as debt service on TIF Obligations issued to facilitate funding for the District Project, as defined and detailed in that certain Redevelopment Agreement dated as of June 13, 2019 by and among the City, U. City, L.L.C., and U. City TIF Corporation, as amended (the “*Redevelopment Agreement*”) and that certain District Project Agreement dated as of August 21, 2020 by and among the City, the Markets at Olive Community Improvement District, U. City, L.L.C., and the U. City TIF Corporation (the “*District Project Agreement*”).

Notwithstanding anything in the CID Act or the Petition to the contrary, the District shall have no power to levy real property taxes or business license taxes.

**Estimate of Costs of Services and Improvements to be Incurred**

The total estimated cost of the District Project over the initial five-year period is approximately \$42,051,103, and such costs are broken down as follows:

<b>District Project Costs</b>	
<b>Soft Costs</b>	\$17,251,092
<b>Demolition &amp; Site Work</b>	\$24,800,011
<b><i>TOTAL COSTS</i></b>	<b><i>\$42,051,103</i></b>

The amount in each budget category is an estimate. Savings in one budget category may be applied to additional costs incurred in other budget categories. The “Total Budget” amount of \$42,051,103 excludes any Issuance Costs as defined in the Redevelopment Agreement and the District’s administrative fees and expenses including, but not limited to, fees and costs related to the District’s formation and expansion, planning consultants, advisors, auditors and legal counsel, and reimbursement to the City for the City’s third-party professional costs directly related to the District, including, without limitation, legal and planning expenses.

**Governance**

The Board of Directors of the District (the “Board”) consists of five (5) individual Directors, as approved by the Mayor of the City with the consent of the City Council. Consistent with the CID Act, these directors will serve staggered terms. The District has committed to ensuring that representation on the Board is balanced and fair in regards to the City and the property owners within the District. The Board representation plans detailed in the Petition set forth a process to be used in appointing future successor Directors that is in accordance with the procedural and substantive requirements of the CID Act.

The District will hold Board meetings that satisfy or exceed the number required by the CID Act. As a political subdivision, all meetings of the Board will be subject to the requirements of Missouri’s Sunshine Law.

Section 67.1461.1(5) empowers the District to employ or contract for administration, managerial, legal, technical or other assistance as deemed advisable. Pursuant the CID Act, the Board will likely enter into a contract with a district administrator and legal counsel to assist with the day-to-day administration and management of the District.

**Continuation of Services**

The CID Act mandates that existing City services will continue to be provided within a proposed district at the same level as before the proposed district was created (unless services are decreased throughout the City) and that any proposed district services shall be in addition to existing City services. The Petitioner anticipates that City services will continue to be provided within the District at the same level as before the District was created, and the District will not cause the level of City services within the District to diminish. Without the additional funding

provided by the District, the Petitioner would not be able to adequately develop, operate and maintain the District Project.

**Anticipated Schedule**

On the following pages, there are two (2) tables: the “Pre-Expansion” summary of the improvements, activities and services anticipated to be provided by the District over the initial five-year period as contained in the Original Petition; and a “Post-Expansion” summary which updates the improvements, activities and services anticipated to be provided by the District.

**Prior Anticipated Schedule (Pre-Expansion)**

<b><u>Year</u></b>	<b><u>Improvements, Activities and Services</u></b>
<b>2021</b>	<ul style="list-style-type: none"><li>• CID Project commences</li><li>• Provide financing for a portion of the costs of the CID Project</li><li>• Provide for collection of CID Sales Tax</li><li>• District provides for its on-going administration</li><li>• The Board authorizes initial levy of Special Assessment, if needed</li><li>• Expand the boundaries of the District</li></ul>
<b>2022</b>	<ul style="list-style-type: none"><li>• Provide financing for a portion of the costs of the CID Project</li><li>• The Board authorizes initial levy of Special Assessment, if needed</li><li>• Provide for collection of CID Sales Tax and Special Assessment</li><li>• District provides for its on-going administration</li></ul>
<b>2023</b>	<ul style="list-style-type: none"><li>• Provide financing for a portion of the costs of the CID Project</li><li>• Provide for collection of CID Sales Tax and Special Assessment</li><li>• District provides for its on-going administration</li></ul>
<b>2024</b>	<ul style="list-style-type: none"><li>• Provide financing for a portion of the costs of the CID Project</li><li>• Provide for collection of CID Sales Tax and Special Assessment</li><li>• District provides for its on-going administration</li></ul>

**Prior Anticipated Schedule (Pre-Expansion)**

**Year**      **Improvements, Activities and Services**

- 2025**
- Provide financing for a portion of the costs of the CID Project
  - Provide for collection of CID Sales Tax and Special Assessment
  - District provides for its on-going administration

**Updated Schedule (Post-Expansion)**

**Year**    **Improvements, Activities and Services**

- 2021**
- CID Project commenced
  - Imposed CID Sales Tax
  - Provided for collection of CID Sales Tax
  - District provided for its on-going administration
  - Coordinated commercial development activities to support the CID Project
  - First Addition expansion of the boundaries of the District
- 2022**
- CID Project Continues
  - Second Addition expansion (i.e., current expansion) of the boundaries of the District
  - Provide for collection of CID Sales Tax
  - Provide financing for a portion of the costs of the CID Project, including debt obligations secured by District revenues
  - District provides for its on-going administration
  - Coordinate commercial development activities to support the CID Project
- 2023**
- CID Project Continues
  - Impose Special Assessment, if applicable
  - Provide financing for a portion of the costs of the CID Project, including debt obligations secured by District revenues
  - Provide for collection of CID Sales Tax
  - District provides for its on-going administration
  - Coordinate commercial development activities to support the CID Project

**Updated Schedule (Post-Expansion)**

**Year**      **Improvements, Activities and Services**

- 2024**
- CID Project Completion
  - Provide financing for a portion of the costs of the CID Project, including debt obligations secured by District revenues
  - Provide for collection of CID Sales Tax
  - District provides for its on-going administration
  - Coordinate commercial development activities to support the CID Project
- 2025**
- Provide financing for a portion of the costs of the CID Project, including debt obligations secured by District revenues
  - Provide for collection of CID Sales Tax
  - District provides for its on-going administration
  - Coordinate commercial development activities to support the CID Project

**CITY OF UNIVERSITY CITY COUNCIL MEETING**

**AGENDA ITEM**



<b>NUMBER:</b> <i>For City Clerk Use</i>	<b>NB20221128-02</b>
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<b>SUBJECT/TITLE:</b> REZ 22-09 Application for a Zoning Map Amendment and approval of a Preliminary Development Plan for Lot B of the Market at Olive Development, Plat 4.			
<b>REQUESTED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Community Development/Ward 3	
<b>AGENDA SECTION:</b>	Unfinished Business Bill 9492	<b>CAN ITEM BE RESCHEDULED?</b>	Yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b>			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> Staff recommends approval of the Map Amendment and Preliminary Site Development Plan with the following conditions: 1. The use associated with this development shall be for a multi-tenant retail and restaurant building with drive thru. 2. Accessible pedestrian ways shall be provided from the public sidewalk to the private development; and 3. Off-street parking and loading requirements will be provided according to the concurrent Conditional Use Permit approval; and 4. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the plans dated Oct. 4, 2022. 5. A detailed photometric meeting the City's lighting standards shall be provided along with the Final Development Plan submittal. 6. A Landscape Plan shall be provided as part of the Final Development Plan submittal. 7. The development plan shall be adjusted to comply with site coverage requirements set forth in Section § 400.780(D), or provide the appropriate site design criteria to be allowed the additional coverage. 8. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval.
---

<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Attached are the Plan Commission Transmittal Letter, Staff Report from the October 26, 2022 Plan Commission meeting - amended to include for the City Council the Plan Commission's recommendation, the Preliminary Development Plan, and a Draft Ordinance. A resolution for the Preliminary Development Plan will be prepared for the November 28, 2022 City Council meeting.	

<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development
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<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregroy Rose	<b>MEETING DATE:</b> November 28, 2022
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## Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

October 26, 2022

Ms. LaRette Reese  
City Clerk  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

RE: Map Amendment – Lot B, Market at Olive North (IV)

Dear Ms. Reese,

At a regularly scheduled meeting on October 26, 2022, at 6:30 p.m. via videoconference, the Plan Commission considered the above-referenced application by U-City, LLC for a Zoning Map Amendment for Lot B, Market at Olive North, Plat 4, and to further consider approval of a Preliminary Development Plan.

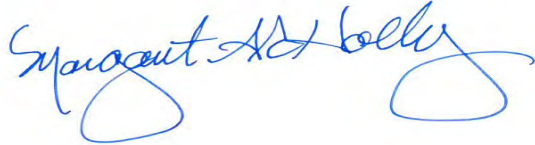
By a vote of 7 for and 0 against, the Plan Commission recommended approval of an amended application subject to the following conditions:

1. The use associated with this development shall be for a multi-tenant retail and restaurant building with drive thru; and
2. Accessible pedestrian ways shall be provided from the public sidewalk to the private development; and
3. Off-street parking and loading requirements will be provided according to the concurrent Conditional Use Permit approval; and
4. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the plans dated October 4, 2022; and
5. A detailed photometric meeting the City's lighting standards shall be provided along with the Final Development Plan submittal; and
6. A Landscape Plan shall be provided as part of the Final Development Plan submittal.
7. The development plan shall be adjusted to comply with site coverage requirements set forth in Section § 400.780(D), or provide the appropriate site design criteria to be allowed the additional coverage; and
8. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details



pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Margaret Holly", with a stylized flourish at the end.

Margaret Holly, Chairperson  
University City Plan Commission



**Department of Community Development**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

**STAFF REPORT**

**CITY COUNCIL**

MEETING DATE: November 14, 2022

FILE NUMBER: REZ 22-09

COUNCIL DISTRICT: 3

Applicant: U. City, LLC

Location: Lot B, Market at Olive North (IV)

Request: Zoning Map Amendment from General Commercial District (GC) and Single-Family Residential District (SR), to Planned Development Commercial District (PD-C) and to further consider approval of a Preliminary Site Development Plan

Existing Zoning: General Commercial District (GC) and Single-Family Residential District (SR)

Proposed Zoning: Planned Development Commercial District (PD-C)

Existing Land Use: Vacant, empty commercial building and houses

Proposed Land Use: Retail & restaurant with drive thru

Surrounding Zoning:

North: **SR** – Single-Family Residential

East: **SR** – Single-Family Residential /  
**GC** – General Commercial District

South: **PD-C** – Planned Development Commercial District

West: **SR** – Single-Family Residential /  
**GC** – General Commercial District

COMPREHENSIVE PLAN CONFORMANCE

Yes     No     No reference

PLAN COMMISSION RECOMMENDATION

Approval     Approval with Conditions in Resolution     Denial

ATTACHMENTS

- A. Map Amendment Application
- B. Preliminary Site Development Plan

## C. Landscape Plan

### **Applicant's Request**

The Applicant is requesting that the site be rezoned from General Commercial District (GC) and Single-family Residential District (SR) to Planned Development Commercial District (PD-C), and to further consider approval of a Preliminary Site Development Plan for the proposed commercial development.

The rezoning covers one of the out lots of the Market at Olive Phase IV development, specifically for a multi-tenant retail and restaurant building with a drive thru for the east end cap tenant space.

### **Existing Property**

The existing property where the restaurant is proposed is along Olive Boulevard where the eastern part of Jeffrey Plaza was located. There will be only two out lots in Phase IV of the Market at Olive development: the subject parcel at the corner of Woodson Road and Olive Boulevard, and a parcel immediately to the west, where a Chick-fil-A restaurant is proposed. A larger anchor retail development is planned for the parcel immediately north of these out lots, which was previously occupied by single-family homes that have since been demolished as part of the Market at Olive development. The proposed multi-tenant retail and restaurant building is consistent with the Market at Olive development plan.

### **Analysis**

#### Land Use & Dimensional Regulations

The proposed land use, retail and restaurant with drive thru are permitted uses within the GC – General Commercial district and are therefore appropriate uses in the PD-C district. No dimensional or density deviations from the requirements set forth in the zoning code are requested nor recommended as part of the map amendment application.

#### Site Coverage & Stormwater Management

Section 400.780 of the Zoning Code establishes a maximum site coverage of 70% for development in PD-C districts. Site coverage is defined as “the area of the site which is covered by buildings, driveways, parking lots, loading areas, but excluding open spaces, plazas, pedestrian circulation, and buffer areas.” Developments in the PD-C district are offered a site coverage “bonus” of up to 90% coverage if at least 4 of 11 site design criteria are met. The proposed preliminary site development plan currently has 72.67% site coverage, slightly exceeding the maximum. The plan shall be adjusted to either fall under the 70% threshold or provide the appropriate site design criteria to be allowed the additional coverage. The referenced criteria are found in § 400.780(D)(2).

#### Vehicular Access/Circulation

There is one proposed access point into the development off the inner drive aisle to the north, which also provides access to the sites to the north and west. Two exits are proposed, one of them being a dual entry/exit point, and the other an exit only point.

The drive thru is proposed to be a single lane that widens to two lanes at the order board and pick-up window.

### Parking

A concurrent Conditional Use Permit application has been submitted for review by the Planning Commission requesting a reduction of the minimum required number of parking spaces. Staff is of the opinion that the proposed reduced parking is appropriate and is recommending approval of the CUP.

### Photometric Plan

A photometric plan was not provided with the preliminary development plan submittal. The applicant will be required to submit a plan meeting the city's lighting standards along with a future Final Development Plan submittal.

### Comprehensive Plan

It is staff's opinion that the proposed development is consistent with the goals and objectives of the University City Comprehensive Plan Update of 2005. Applicable sections from the Plan Update that support this opinion include:

Chapter 3, of the Comprehensive Plan Update of 2005, under Land Use and Redevelopment, as a general policy, states, *"The City will strongly support development(s) that promote desirable planning concepts such as neighborhood-serving, mixed uses and transit-oriented development and enhance the pedestrian character of the City."* The Comprehensive Plan also indicates that the City *"will encourage the design of commercial and retail structures along major corridors for multiple tenants and mixed uses."*

---

### **Plan Commission Meeting**

At the Plan Commission meeting on October 26, 2022, the Plan Commission voted unanimously to approve the map Amendment from General Commercial District (GC) and Single-Family Residential District (SR), to Planned Development Commercial District (PD-C) The Preliminary Site Development Plan was also unanimously approved.

### **Conclusion/Recommendation**

Based on this report's analysis Staff recommends approval of the Applicant's proposed Map Amendment and Preliminary Site Development Plan with the following conditions:

1. The use associated with this development shall be for a multi-tenant retail and restaurant building with drive thru; and
2. Accessible pedestrian ways shall be provided from the public sidewalk to the private development; and
3. Off-street parking and loading requirements will be provided according to the concurrent Conditional Use Permit approval; and
4. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general

layout are subject to the plans dated October 4, 2022; and

5. A detailed photometric meeting the City's lighting standards shall be provided along with the Final Development Plan submittal; and
6. A Landscape Plan shall be provided as part of the Final Development Plan submittal.
7. The development plan shall be adjusted to comply with site coverage requirements set forth in Section § 400.780(D), or provide the appropriate site design criteria to be allowed the additional coverage; and
8. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.

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

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

BILL NO. \_\_\_\_\_

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

**AN ORDINANCE AMENDING SECTION 400.070 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO THE OFFICIAL ZONING MAP, BY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTY KNOWN AS LOT B OF PLAT 4 OF THE MARKET AT OLIVE DEVELOPMENT, FROM “GC” GENERAL COMMERCIAL DISTRICT AND “SR” SINGLE-FAMILY RESIDENTIAL DISTRICT TO “PD” PLANNED DEVELOPMENT COMMERCIAL DISTRICT (“PD-C”).**

WHEREAS, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

WHEREAS, the City Plan Commission examined an amendment of the Official Zoning Map of the City which changes the classification of property known as Lot B of Plat 4 of the Market at Olive Development, from General Commercial District (GC) and Single-Family Residential District (SR), to Planned Development Commercial District (PD-C); and

WHEREAS, the City Plan Commission, in a meeting held via video conference on October 26, 2022, considered said amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council in the City Council Chambers at City Hall at 6:30 p.m., on November 28, 2022, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on November 13, 2022; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all suggestions or objections concerning said amendment of the Official Zoning Map of the City were duly heard and considered by the City Council.

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

Section 1. Section 400.070 of the University City Municipal Code, relating to the Official Zoning Map, is hereby amended by amending the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070, for property known as Lot B of Plat 4 of the Market at Olive Development, so as to change the classification of said property from General Commercial District (GC) and Single-Family Residential District (SR), to Planned Development Commercial District (PD-C). The following land uses and developments may be permitted in said PD-C District, subject to approval of a final development plan: a multi-tenant retail and restaurant building with drive thru facilities.

Section 2. Said property described as Lot B of Plat 4 of the Market at Olive Development, totaling 1.50 acres, is more fully described with a legal description, attached hereto, marked Exhibit “A” and made a part hereof.

Section 3. By Resolution No. \_\_\_\_\_, the City Council approved a preliminary development plan known as “Lot B of Plat 4 of the Market at Olive Development,” and authorized the preparation of a final development plan. A final development plan and plat must be approved by the City Council prior to the issuance of any building permits in connection with the development. A landscape plan shall be submitted for review and approval with the Final Development Plan.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Section 400.070, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Section 400.2570 of the University City Municipal Code.

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

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY

**EXHIBIT A – LEGAL DESCRIPTION FOR REZONING – LOT B, MARKET AT OLIVE, PLAT 4**

LOT B Description

A tract of land being part of Lots 1-5 of Block 1 of St. Patrick Courts, as recorded in Plat Book 48 Page 33, and part of Lots 1 and 2 of the Subdivision of CHARLES H. GIERS ESTATE, Section 4 & 5, Township 45 North, Range 6 East, according to the plat thereof recorded in Plat Book 6 on page 3 in Township 45, North, Range 6 East of the Fifth Principal Meridian, University City, St Louis County, Missouri being more particularly described as follows:

Commencing at the southwest corner of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124, of the St. Louis County records, said point also being located on the north right-of-way line of Olive Boulevard, variable width; thence along said right-of-way line South 87 degrees 54 minutes 10 seconds East, 34.45 feet, and North 88 degree 49 minutes 30 seconds East, 6.00 feet, to the northwest corner of a tract of land to be dedicated to Missouri Department of Transportation; thence leaving said right of way line, along proposed dedication, North 88 degrees 59 minutes 09 seconds East, 236.26 feet and North 89 degrees 49 minutes 17 seconds East 2.50 feet to the POINT OF BEGINNING of the herein described tract: thence leaving said proposed dedication the following courses and distance: North 00 degrees 27 minutes 35 seconds East, 250.41 feet; South 89 degrees 59 minutes 31 seconds East, 26.24 feet; North 00 degrees 31 minutes 21 seconds East, 23.02 feet; South 89 degrees 37 minutes 36 seconds East, 198.24 feet; South 00 degrees 24 minutes 53 seconds West, 7.00 feet; thence South 47 degrees 43 minutes 16 seconds East, 14.07 feet; and South 89 degrees 23 minutes 43 seconds East, 7.00 feet, to the west line of a tract to be dedicated to St. Louis County Missouri; thence along said St. Louis County Missouri proposed dedication: South 00 degrees 01 minute 32 seconds West, 248.85 feet and South 20 degrees 51 minutes 47 seconds West, 6.40 feet, to the north line of above said dedication to Missouri Department of Transportation; thence along the north line of the Missouri Department of Transportation proposed dedication South 89 degrees 49 minutes 17 seconds West, 241.66 feet to the POINT OF BEGINNING.

Containing 65,321 square feet or 1.500 acres, more or less.



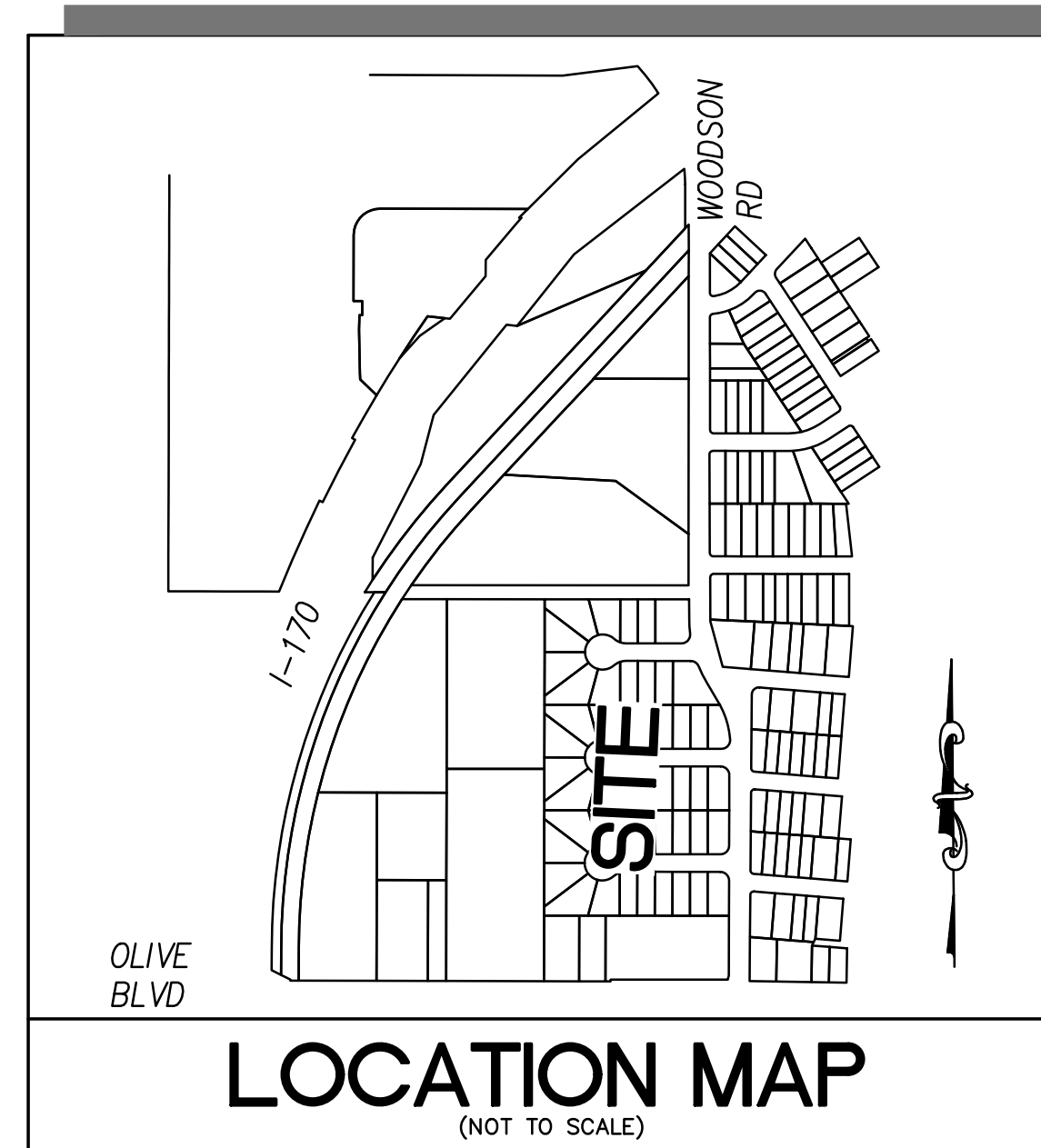
# MARKET AT OLIVE NORTH- LOT B

A TRACT OF LAND BEING LOTS 1 THRU 7, AND 12 THRU 18 OF BLOCK 1, LOTS 1 THRU 7, AND 12 THRU 18 OF BLOCK 2 AND LOT 1 THRU 5 AND LOTS 11 THRU 13 OF BLOCK 3 OF ST. PATRICK COURTS AS PER PLAT BOOK 48 PAGE 33 LOCATED IN TOWNSHIP 46 NORTH, RANGE 6 EAST OF THE 5TH PRINCIPAL MERIDIAN, UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

## PRELIMINARY DEVELOPMENT PLAN

LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE
	SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPICE BOX
	ELECTRIC BREAKER
	GAS DRIP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PARKING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX

ABBREVIATIONS	
C.O.	CLEANOUT
DB	DEED BOOK
E	ELECTRIC
FL	FLOWLINE
FT	FEET
FND.	FOUND
G	GAS
M.H.	MANHOLE
N/F	NOW OR FORMERLY
PS	PLAT BOOK
P.C.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SC	SQUARE
T	TELEPHONE CABLE
TBR	TO BE REMOVED
V.C.P.	VETRIFIED CLAY PIPE
W	WATER
(86'W)	RIGHT-OF-WAY WIDTH



## SHEET INDEX

C1.0	TITLE SHEET
C2.0	EXISTING & PROPOSED PROPERTY LINES
C3.0	EXISTING CONDITIONS/DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	SITE & GRADING PLAN
C6.0	SITE UTILITY PLAN

## SITE COVERAGE

PROPOSED SITE COVERAGE=72.67%  
 1.09 AC BUILDING/DRIVES/PARKING  
 1.50 ACRES TOTAL  
 1.09 AC/1.50 AC= 72.67%

## SITE INFORMATION

OWNER	= U CITY LLC/U CITY LLC UNDER CONTRACT*
CITY	= UNIVERSITY CITY
FIRE DISTRICT	= UNIVERSITY CITY FIRE DEPARTMENT
SEWER DISTRICT	= METROPOLITAN ST. LOUIS SEWER DIST.
WATER SERVICE	= MISSOURI AMERICAN WATER
GAS SERVICE	= SPIRE ENERGY
ELECTRIC SERVICE	= AMEREN MISSOURI
PHONE SERVICE	= AT&T
FLOOD MAPS	= 29189C0211K
EXISTING ZONING	= SEE SHEET C2.0
PROPOSED ZONING	= PD-C PLANNED DEVELOPMENT COMMERCIAL
SITE AREA	= 1.50 AC (LOT B) 11.72 ACRES (ENTIRE MARKET AT OLIVE PLAT 4)

## PARKING CALCULATIONS

BUILDING E (LOT B)	
REQUIRED PARKING:	
RESTAURANT	
1 SPACE PER 75 SQUARE FEET GROSS FLOOR AREA	
5,200 SQ FT/75=69.33 SPACES	
SPACES REQUIRED:	69 SPACES
RETAIL	
1 SPACE PER 200 SQUARE FEET GROSS FLOOR AREA	
2,500 SQ FT/200=12.5 SPACES	
SPACES REQUIRED:	13 SPACES
TOTAL	82 SPACES
(LESS 10% REDUCTION FOR TRANSIT)	(8)
TOTAL REQUIRED:	74 SPACES
PROPOSED PARKING:	
TOTAL	62 SPACES
INCLUDING 3 ADA SPACES (1 VAN ACCESSIBLE)	

## ST. LOUIS COUNTY BENCHMARK

BENCHMARK#14511 N141888 Ev = 567.33  
 Cut "L" on the northeast corner of the easternmost of two traffic signal control boxes situated southwest of the intersection of Olive Boulevard with McKnight Road from the south and Woodson Road from the north, roughly 51' west of centerline McKnight Road and 41' south of centerline Olive Boulevard.

GENERAL NOTES:  
 1) Basis of Bearings Missouri State Plane Grid North

## UTILITY NOTE

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.



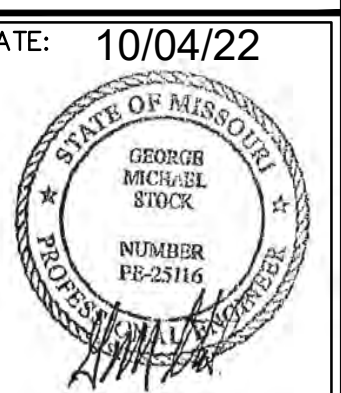
MoDOT LOCATE (314) 340-4100

PREPARED FOR:  
 SENECA & CHAPMAN VENTURES LLC  
 1600 S. BRENTWOOD BLVD., SUITE 625  
 ST. LOUIS, MO. 63144  
 ATTN: MR. LARRY CHAPMAN-PRINCIPAL

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63105 PH: (636) 530-9300  
 530-9300 FAX: (636) 530-9300  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**MARKET AT OLIVE NORTH-  
 LOT B**

UNIVERSITY CITY, MISSOURI



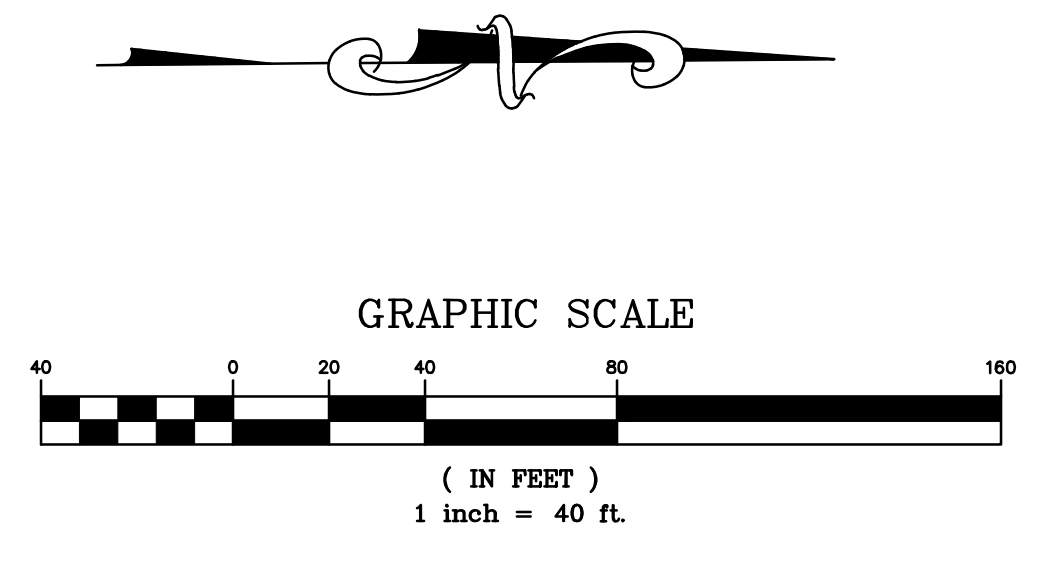
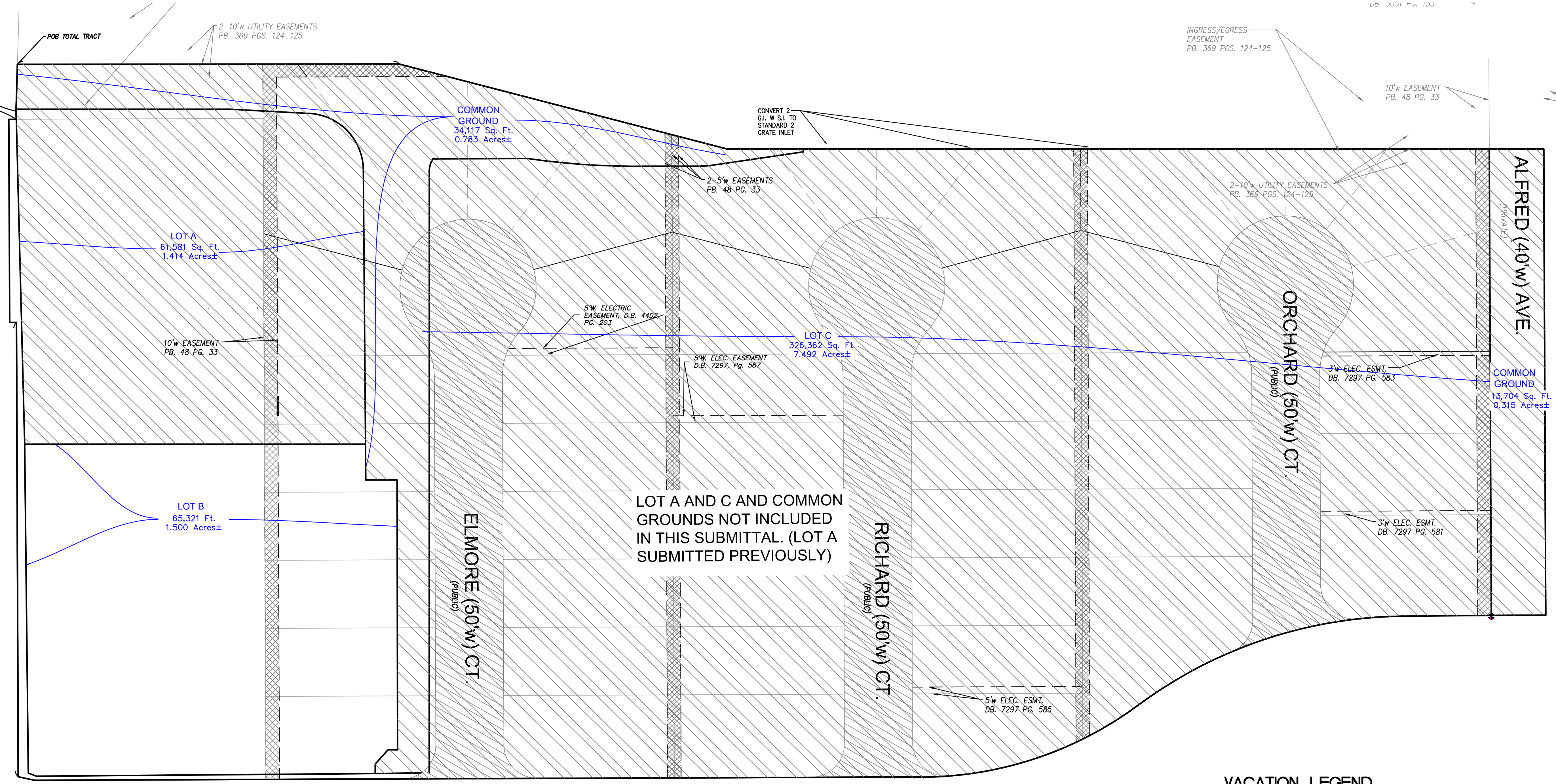
DATE: 10/04/22  
 GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DATE	BY	REASON
10/04/2022	G.M.S.	ISSUE FOR PERMIT

TITLE SHEET

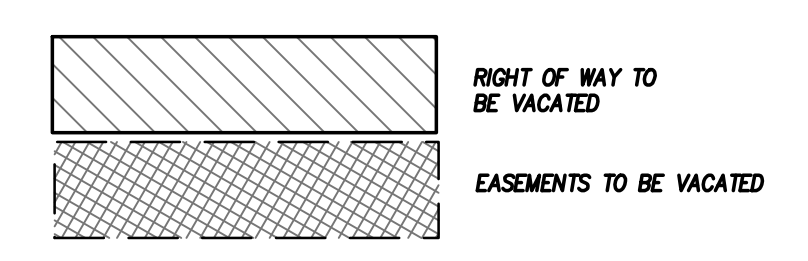
SHEET NO.: C1.0



**SUBDIVISION PLAT NOTE**  
MARKET AT OLIVE PLAT 4 WAS RECOMMENDED FOR APPROVAL AT THE 8/24/22 PLANNING COMMISSION MEETING AND APPROVED BY CITY COUNCIL ON 9/27/22.

LOT A AND C AND COMMON GROUND NOT INCLUDED IN THIS SUBMITTAL. (LOT A SUBMITTED PREVIOUSLY)

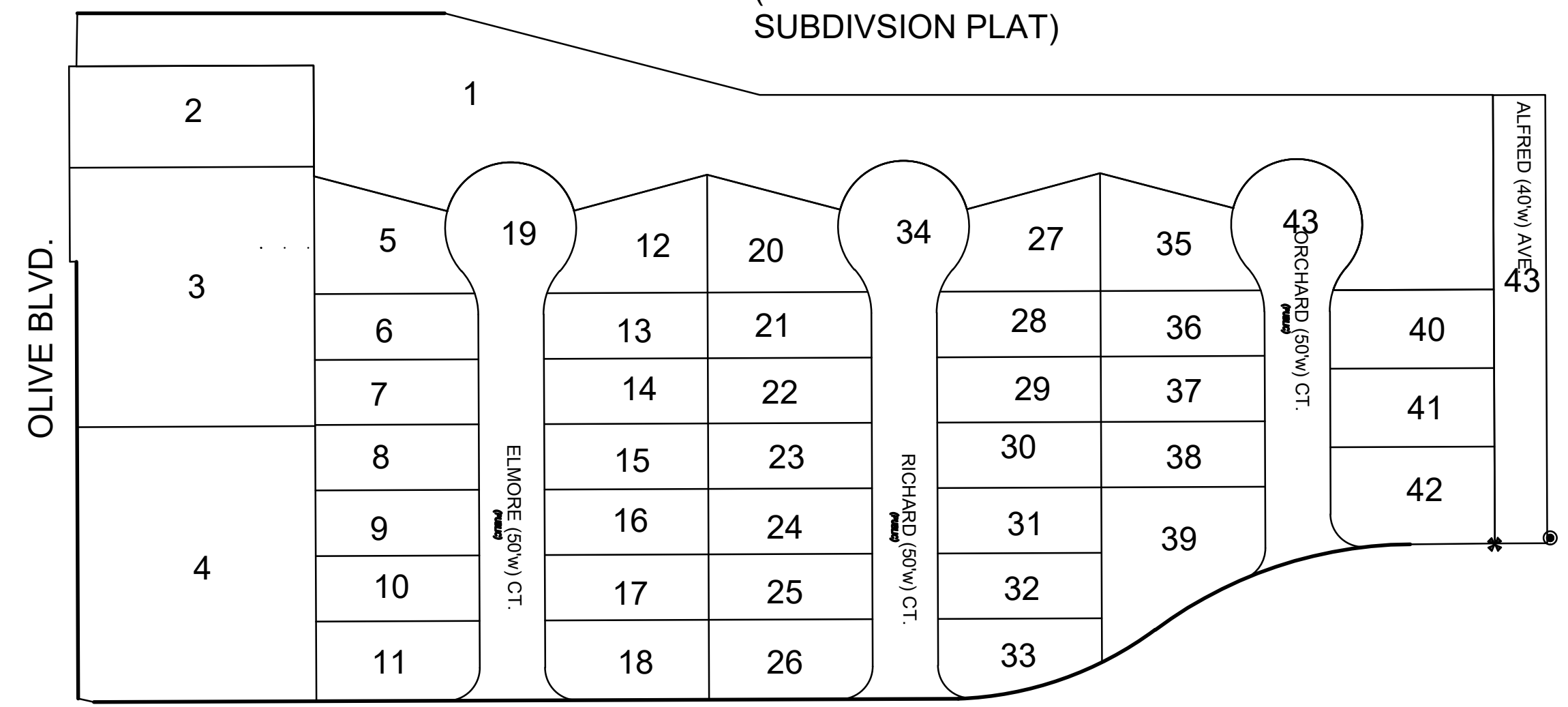
**VACATION LEGEND**



**EXISTING PROPERTY DATA**

1. LOT 2 MARKET AT OLIVE SUBDIVISION PLAT (BK 369, PG 124-125)  
17K432018  
ZONED: PD-C PLANNED DEVELOPEMENT COMMERCIAL
- 2-4. PART LOTS 1-3 CHARLES H. GIERS ESTATE  
17K431996, 17K430247, 17K430258  
ZONED: CG- GENERAL COMMERCIAL
- 5-18. LOTS 1-7 AND 12-18 ST PATRICK'S COURTS BLOCK 1  
ZONED: SR- SINGLE FAMILY RESIDENTIAL  
17K430401, 17K430391, 17K430412, 17K430380, 17K430379, 17K430368, 17K430357, 17K430577, 17K430554, 17K430533, 17K430555, 17K430511, 17K430522, 17K430566
19. ELMORE COURT R.O.W. TO BE VACATED
- 20-33. LOTS 1-7 AND 12-18 ST PATRICK'S COURTS BLOCK 2  
ZONED: SR- SINGLE FAMILY RESIDENTIAL  
17K430720, 17K430711, 17K430687, 17K430702, 17K430676, 17K430698, 17K430665, 16K110025, 16K110036, 16K110047, 16K110069, 16K110070, 16K110058, 16K110081
34. RICHARD COURT R.O.W. TO BE VACATED
- 35-42. LOTS 1-5 AND 11-13 ST PATRICK'S COURTS BLOCK 3  
ZONED: SR- SINGLE FAMILY RESIDENTIAL  
16K110201, 16K110191, 16K110212, 16K110223, 16K110180, 16K110366, 16K110355, 16K110344
43. RICHARD COURT R.O.W. TO BE VACATED
44. ALFRED AVE PRIVATE DRIVE

**COSTCO  
(LOT 1 MARKET AT OLIVE  
SUBDIVISION PLAT)**



**ORIGINAL PROPERTY DESCRIPTIONS**

Lots 1-7 and 12-18 in Block 1 and Lots 1-7 and 12-18 in Block 2 and Lots 1-5 and 11-13 in Block 3, and Vacated Orchard Court, Richard Court, Elmore Court all of St. Patrick Courts, as recorded in Plat Book 48 Page 33.

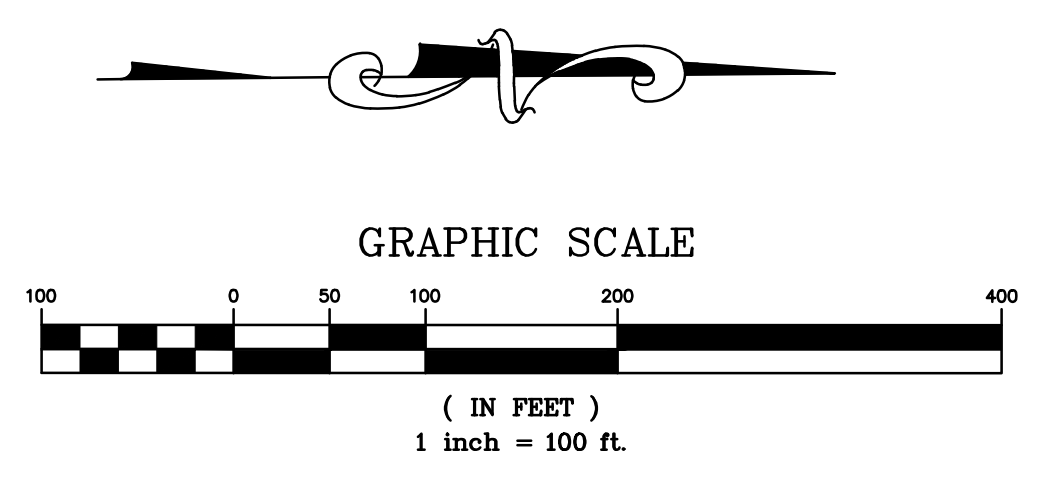
Part of vacated Alfred Avenue

Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124

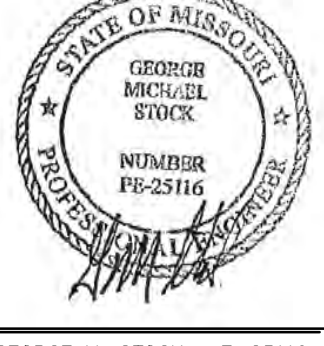
and

A tract of land being part of Lots 1, 2 and 3 of the Subdivision of CHARLES H. GIERS ESTATE, Section 4 & 5, Township 45 North, Range 6 East, according to the plat thereof recorded in Plat Book 6 on page 3, of the St. Louis County records, St. Louis County, Missouri, said tract further described as follows:

Beginning at an iron pipe in the West line of Woodson Road, (60 feet wide), at the Southeast corner of Lot 1 in Block 1 of St. Patrick Courts a subdivision being a re-subdivision of part of Lots 1, 2 & 3 of Charles H. Giers Estate, said subdivision is recorded in Plat Book 48 page 33, of the St. Louis County Records; thence South 00 degrees 49 minutes 00 seconds West, along the West line of Woodson Road, 169.77 feet to an iron spike; thence South 13 degrees 08 minutes 36 seconds West, 12.29 feet to an iron right of way marker in the North line of Olive Street Road; thence along the North line of Olive Street Road the following courses and distances, North 89 degrees 14 minutes 00 seconds West, 333.78 feet to an iron pipe; thence South 00 degrees 46 feet 00 seconds West, 5.00 feet to an iron pipe; thence North 89 degrees 14 minutes 00 seconds West 189.52 feet to an iron pipe; thence leaving the North line of said Olive Street Road, North 00 degrees 47 minutes 30 seconds East, 187.00 feet to an iron pipe at the Southwest corner of Lot 8 of St. Patrick Courts; thence along the South line of said St. Patrick Courts Subdivision South 89 degrees 12 minutes 30 seconds East, 526.00 feet to the iron pipe at the point of beginning. Excepting out any part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124



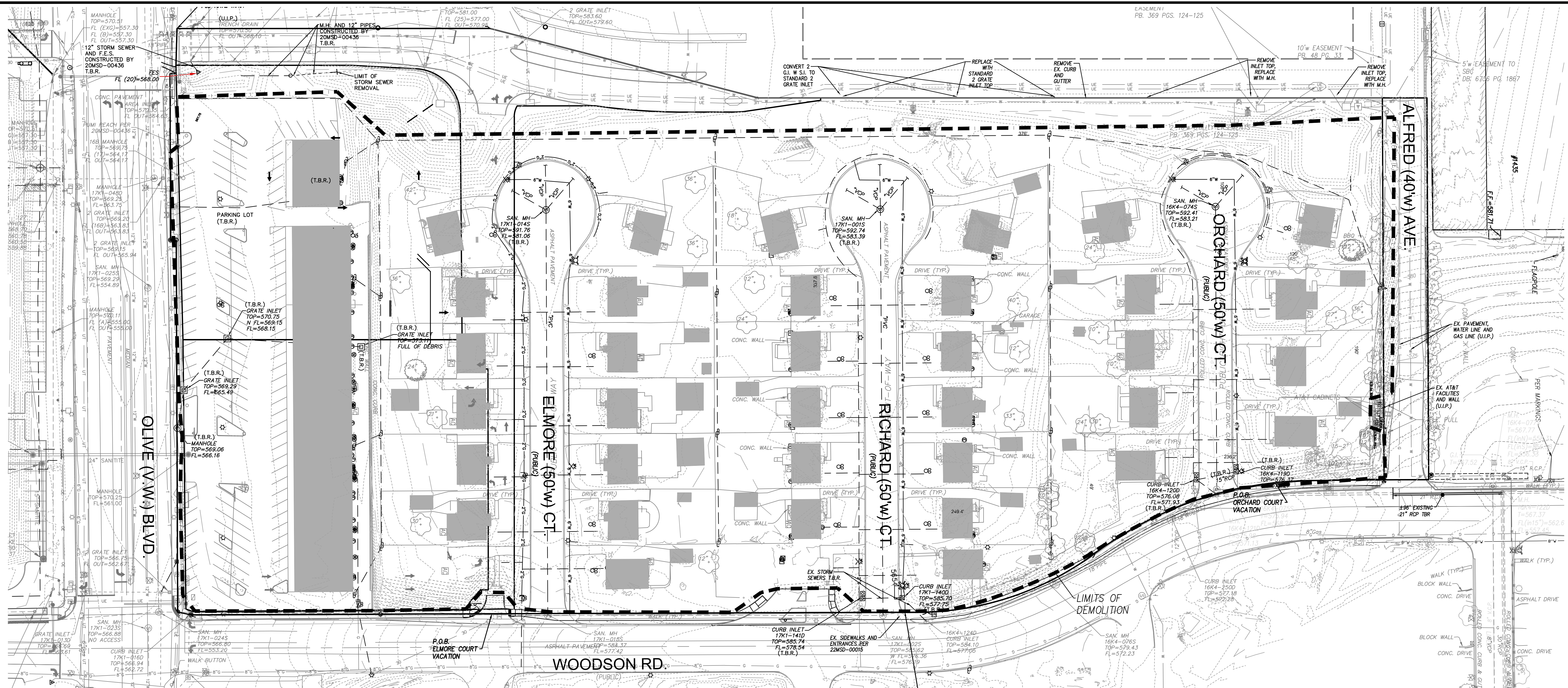
DATE: 10/04/22



GEORGE M. STOCK E-25116  
CIVIL ENGINEER  
CERTIFICATE OF AUTHORITY  
NUMBER: 000996

REVISIONS:

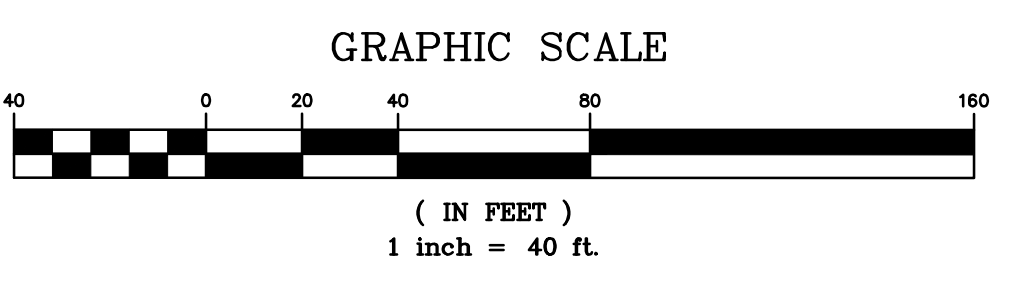
DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
SCALE: P # P-XXXX-XX	BASE MAP: P XX
S.L.C. MAT # XXXX	MAT SUP: P XX-XXX-XX
M.D.N.R. # XX	
SHEET TITLE: <b>EXISTING &amp; PROPOSED PROPERTY LINES</b>	
SHEET NO.: <b>C2.0</b>	



**DEMOLITION LEGEND**

BUILDING DEMOLITION

- DEMOLITION NOTES**
1. ALL TREES THAT ARE NOT NOTED TO BE REMOVED (TBR) AND LOCATED OUTSIDE AND ADJACENT TO THE DISTURBED AREAS (AS INDICATED ON DEMO PLAN) SHALL REMAIN AND BE PROTECTED. SEE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR TREE PROTECTION DETAILS.
  2. DEMOLITION INCLUDES ALL MATERIAL WITHIN THE LIMITS OF CONSTRUCTION LINE SHOWN ON PLANS, UNLESS OTHERWISE NOTED ON SHEET INCLUDING BUT NOT LIMITED TO BUILDING SERVICE LINES, FOOTINGS AND FOUNDATIONS, SIDEWALKS, DRIVEWAYS AND OTHER MISCELLANEOUS IMPROVEMENTS.
  3. CONTRACTOR IS RESPONSIBLE TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND/OR IRRIGATION SYSTEMS ADJACENT TO THE PROPERTY PRIOR TO ANY DIGGING OR EARTH MOVING.
  4. THE CONTRACTOR SHALL STAY WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS AND MINIMIZE DISTURBANCE WITHIN THE WORK AREA WHEREVER POSSIBLE.
  5. THE CONTRACTOR SHALL COORDINATE WITH OWNER AND UTILITY SERVICE PROVIDERS THE DISCONNECTION AND REMOVAL OF ALL UTILITY SERVICES TO THE EXISTING STRUCTURES SHOWN TO BE DEMOLISHED.
  6. UTILITY RELOCATIONS TO BE COORDINATED WITH UTILITY PROVIDER.



**UTILITY NOTE**

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63105 PH: (636) 530-9300  
 501-5001 FAX: (636) 530-9300  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**MARKET AT OLIVE NORTH-  
 LOT B**

UNIVERSITY CITY, MISSOURI

DATE: 10/04/22



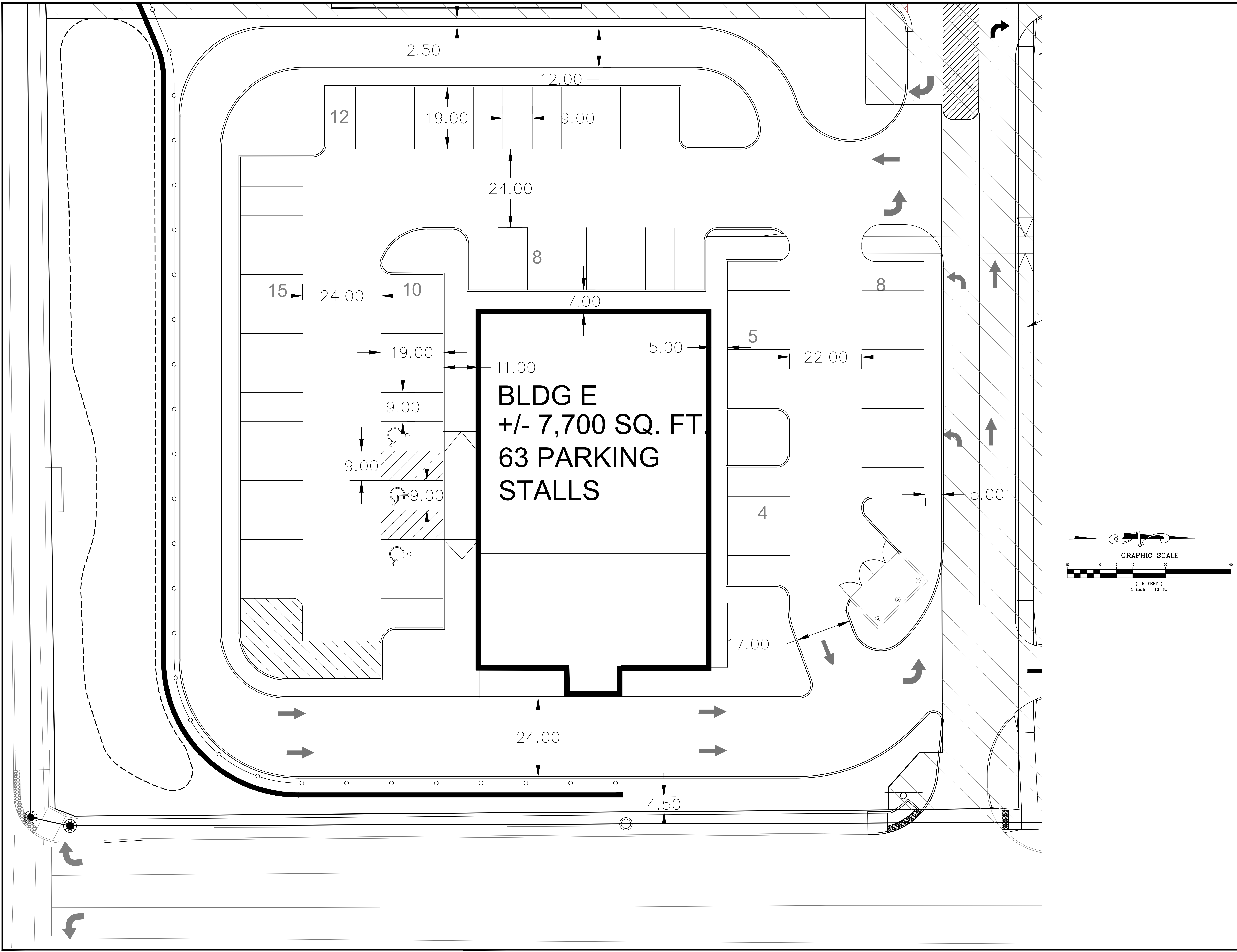
GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
KES, P.# P-XXXX-XX	BASE MAP # XX
SLC, MAT # XXXX	MAT SUP. XX-XXX-XX
M.D.N.R. # XX	

SHEET TITLE:  
**EXISTING  
 CONDITIONS/  
 DEMOLITION PLAN**

SHEET NO.:  
**C3.0**



DATE: 10/04/22



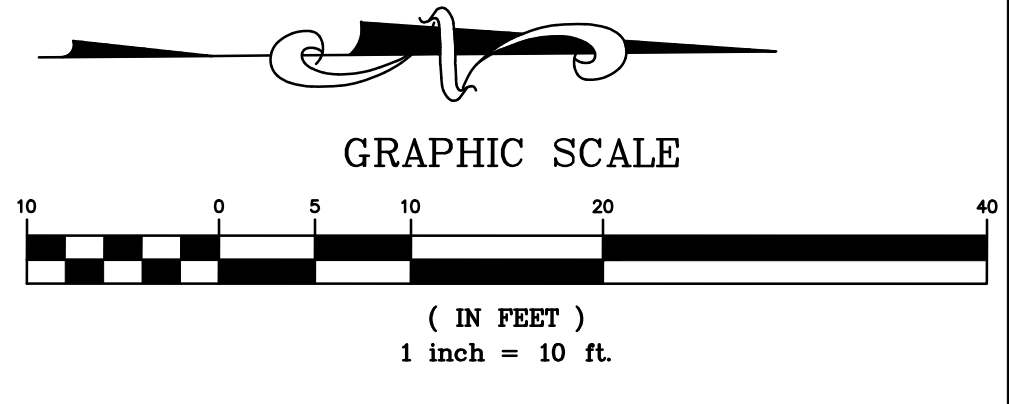
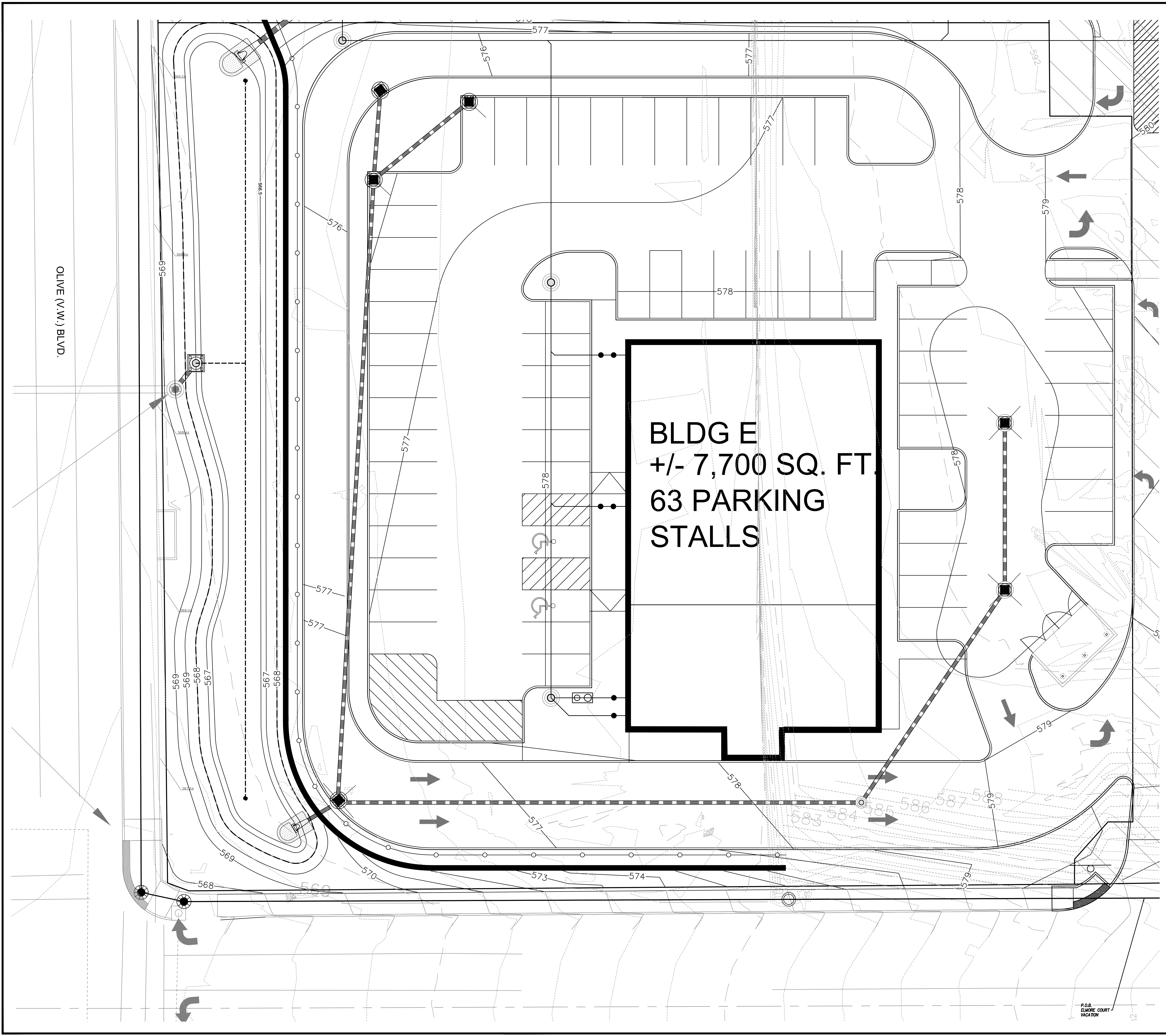
GEORGE M. STOCK E-2116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
REQ. P. # P-XXXX-XX	BASE MAP # XX
SLC. MAT # XXXX	MAT SUP. XX-XXXX-XX
M.D.N.R. # XX	

SHEET TITLE:  
**SITE PLAN**

SHEET NO.:  
**C4.0**



OLIVE (V.M.) BLVD.

**BLDG E**  
**+/- 7,700 SQ. FT.**  
**63 PARKING**  
**STALLS**

P.O.S.  
 ELMORE COURT  
 VACATION

DATE: 10/04/22



GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
KEY: P # P-XXXX-XX	BASE MAP # XX
SLC MAT # XXXX	MAT SUP # XX-XXX-XX
M.D.N.R. # XX	

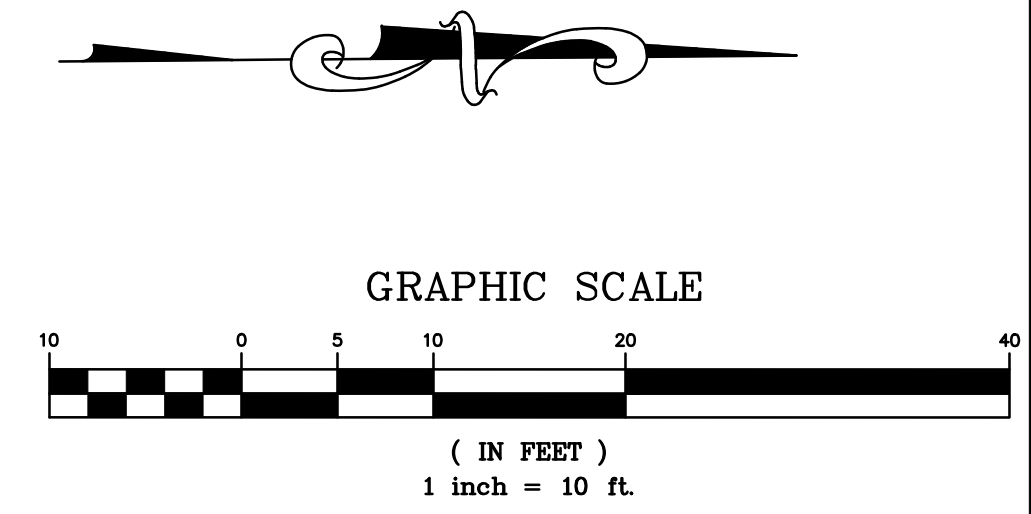
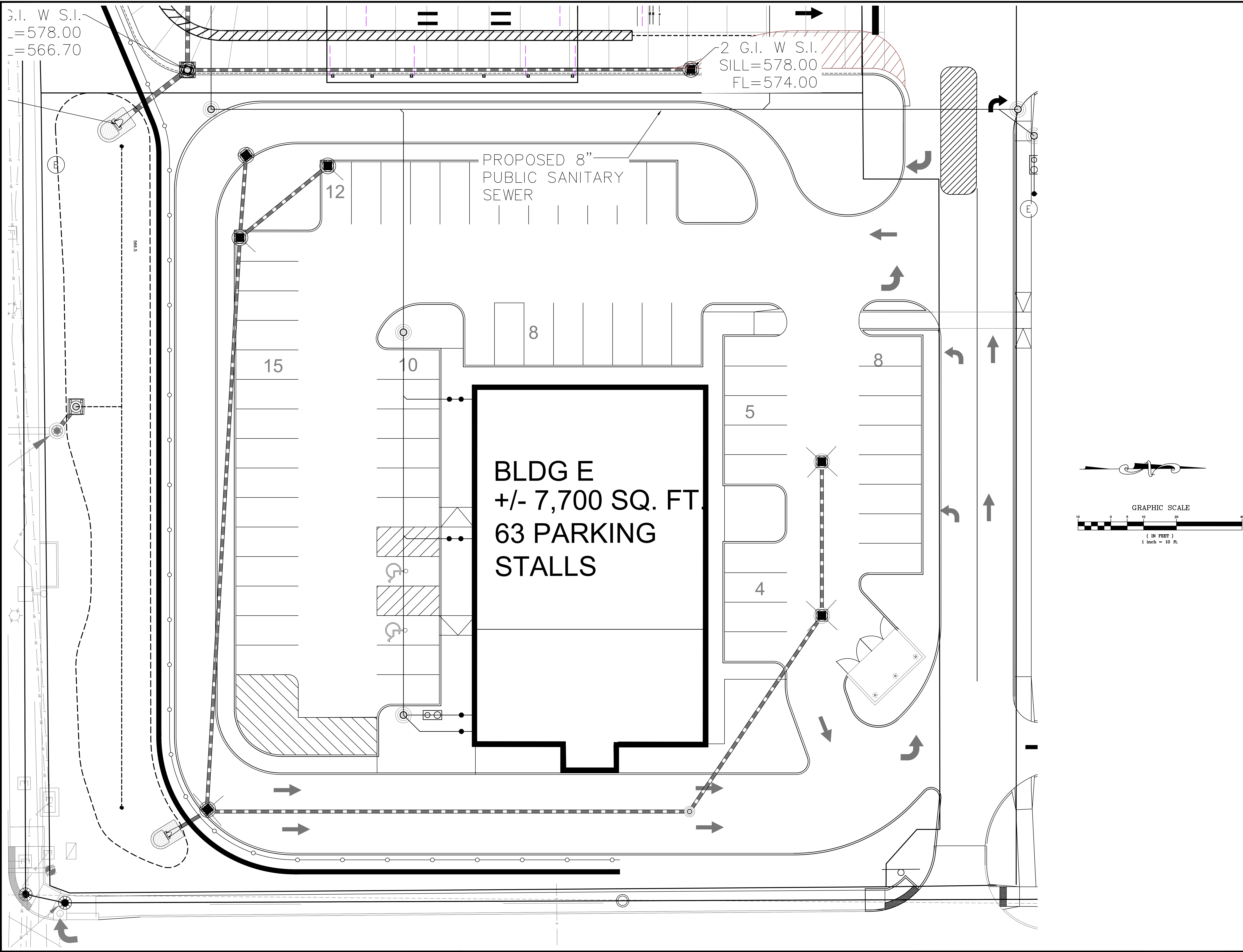
SHEET TITLE:  
**SITE & GRADING PLAN**  
 SHEET NO.:  
**C5.0**

3.1. W S.I.  
 =578.00  
 =566.70

2 G.I. W S.I.  
 SILL=578.00  
 FL=574.00

PROPOSED 8"  
 PUBLIC SANITARY  
 SEWER

**BLDG E**  
**+/- 7,700 SQ. FT.**  
**63 PARKING**  
**STALLS**



DATE: 10/04/22



GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DATE	BY	DESCRIPTION

DATE	BY	DESCRIPTION
10/04/2022	G.M.S.	

SHEET TITLE:  
**SITE UTILITY  
 PLAN**

SHEET NO.:  
**C6.0**



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	UB20221128-03
--------------------------------------	---------------

<b>SUBJECT/TITLE:</b> Final Development Plan Approval – Adoption of an ordinance to approve the Final Development Plan for Lot A, Market at Olive North, Plat IV.			
<b>REQUESTED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Community Development/Ward 3	
<b>AGENDA SECTION:</b>	Unfinished Business Bill 9493	<b>CAN ITEM BE RESCHEDULED?</b>	Yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b> City Manager concurs with the Plan Commission and recommends approval.			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> Staff recommends approval of the ordinance for the Final Development Plan for Lot A, Market at Olive North, Plat IV.
---

<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Attached are the Draft Ordinance and the Final Development Plan.	

<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development	
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregroy Rose
<b>MEETING DATE:</b>	November 28, 2022







**Plan Commission**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

October 26, 2022

Ms. LaRette Reese  
City Clerk  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

RE: Final Development Plan Approval – Lot A, Market at Olive, Plat 4

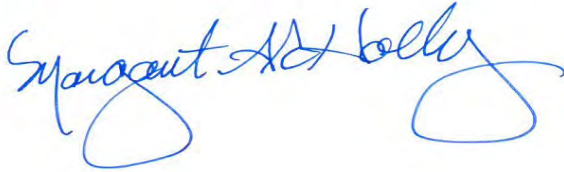
Dear Ms. Reese,

At a regularly scheduled meeting, on October 26, 2022, at 6:30 p.m. via video conference, the Plan Commission considered the above-referenced application by U-City, LLC to approve the Final Development Plan Lot A or Market at Olive Development, Plat 4.

By a vote of 7 for and 0 against, the Plan Commission recommended approval of said Final Development Plan with the following conditions:

1. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the plans dated September 6, 2022. The height and mass shall be restricted to that shown on the Final Development Plan.
2. Accessible pedestrian walkways shall be provided from the public sidewalk to the private development; and
3. Off-street parking and loading requirements will be provided according to the concurrent Conditional Use Permit approval.
4. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.

5. Bicycle racks shall be provided according to Section 400.2145 Off-Street Bicycle Parking Requirements of the Zoning Ordinance.
6. The Final Landscape Plan shall be as approved by the Department of Planning and Development prior to issuance of building permits.
7. There shall be no interference by pick-up or service delivery vehicles with pedestrian or vehicular traffic on Lot A or Lot B and the Common Ground 2 parcel.

A handwritten signature in blue ink, appearing to read "Margaret Holly". The signature is fluid and cursive, with a large loop at the end.

Margaret Holly, Chairperson  
University City Plan Commission

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

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

BILL NO.

ORDINANCE NO.

**AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR  
LOT A AND COMMON GROUND 2 OF THE PROPOSED MARKET AT  
OLIVE DEVELOPMENT, PLAT 4**

**WHEREAS**, the Preliminary Development Plan was approved by the City Council of University City on November 14, 2022 by Resolution No. 2022-\_\_\_\_\_, for the development project known as “Lot A and Common Ground 2, Market at Olive, Plat 4” in a Planned Development – Commercial (PD-C) District in the City of University City, and the City Council authorized the submittal of a Final Development Plan; and

**WHEREAS**, a Final Development Plan dated September 6, 2022, has been submitted for review and approval; and

**WHEREAS**, the review and approval of a Final Development Plan shall be in accordance with Section 400.870 “Final Development Plan Procedure” and Section 405.380 “Final Plat Submittal Requirements” of the University City Municipal Code with the adoption of an ordinance by City Council; and

**WHEREAS**, at its meeting on October 26, 2022, the University City Plan Commission considered and recommended to the City Council of University City approval of said Final Development Plan; and

**WHEREAS**, said Final Development Plan, including all required documents and information submitted therewith, is before the City Council for its consideration.

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

Section 1. Attached, marked “Exhibit A” and made a part hereof is a Final Development Plan submitted for the “Lot A and Common Ground 2, Market at Olive, Plat 4” development.

Section 2. It is hereby found and determined that the Final Development Plan is in full compliance with said Section 400.870 of the University City Municipal Code.

Section 3. The Final Development Plan shall include the following additional conditions:

1. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the plans dated September 6, 2022. The height and mass shall be restricted to that shown on the Final Development Plan.
2. Accessible pedestrian walkways shall be provided from the public sidewalk to the private development.
3. Off-street parking and loading requirements will be provided as required by Chapter VII of the University City Zoning Code and pursuant to a Conditional

use Permit for the site lowering the number of parking spaces from 59 to 54, as approved by the City Council on November 14, 2022.

4. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details pertaining to worker parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.
5. Bicycle racks shall be provided according to Section 400.2145 Off-Street Bicycle Parking Requirements of the Zoning Code.
6. The Final Landscape Plan shall be as approved by the Department of Planning and Development prior to issuance of building permits.
7. There shall be no interference by pick-up or service delivery vehicles with pedestrian or vehicular traffic for Lot A or Lot B on the Common Ground 2 parcel.

Section 4. The City Clerk is hereby directed to endorse upon the Final Development Plan the approval of the City Council under the hand of the City Clerk and the seal of University City.

Section 5. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

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

CERTIFIED TO BE CORRECT AS TO FORM:

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

Exhibit A

**MARKET AT OLIVE NORTH- LOT A AND COMMON GROUND 2**  
A TRACT OF LAND BEING LOTS 1 THRU 7, AND 8 THRU 9 OF BLOCK 1, LOTS 1 THRU 3 OF BLOCK 2  
AND LOTS 1 THROUGH 48 NORTH, RANGEL & EAST OF THE 5TH WASHINGTON,  
UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI  
**FINAL DEVELOPMENT PLAN**

**LEGEND**

Symbol	Area
(Circle)	Lot
(Square)	Common Ground
(Triangle)	Right of Way
(Diamond)	Proposed Street
(Star)	Proposed Building Footprint
(Hexagon)	Proposed Parking Space
(Octagon)	Proposed Utility
(Square with X)	Proposed Landscaping
(Circle with X)	Proposed Signage
(Triangle with X)	Proposed Fencing
(Diamond with X)	Proposed Site Light
(Star with X)	Proposed Stormwater Management



**SITE INFORMATION**

NAME	MARKET AT OLIVE NORTH
DATE	2024
DESIGNER	STOCK & GREENBERG
CLIENT	UNIVERSITY CITY
PROJECT	MARKET AT OLIVE NORTH
LOCATION	UNIVERSITY CITY, MISSOURI
OWNER	UNIVERSITY CITY
ARCHITECT	UNIVERSITY CITY ARCHITECTURE
ENGINEER	STOCK & GREENBERG
PLANNING	UNIVERSITY CITY PLANNING DEPARTMENT
PERMITS	UNIVERSITY CITY PLANNING DEPARTMENT

**SHEET INDEX**

001	INTRODUCTION
002	GENERAL NOTES
003	DEVELOPMENT PLAN
004	CONSTRUCTION DETAILS
005	UTILITY PLAN
006	PAVEMENT PLAN
007	LANDSCAPE PLAN
008	SYMBOLS
009	INDEX

**PARKING CALCULATIONS**

Category	Rate	Count
Office	1.0	100
Residential	1.5	150
Public	2.0	200
Commercial	2.5	250
Healthcare	3.0	300
Education	3.5	350
Government	4.0	400
Religious	4.5	450
Assembly	5.0	500
Performance	6.0	600
Automobile	7.0	700
Motorcycle	8.0	800
Bicycle	10.0	1000
Skateboard	12.0	1200
Stroller	14.0	1400
Wheelchair	16.0	1600
Tricycle	18.0	1800
Other	20.0	2000
<b>Total</b>		<b>3500</b>



**STATEMENTS**

UNIVERSITY CITY PLANNING DEPARTMENT

UNIVERSITY CITY

UNIVERSITY CITY PLANNING DEPARTMENT

UNIVERSITY CITY



UNIVERSITY CITY, MISSOURI

**MARKET AT OLIVE NORTH- LOT A AND COMMON GROUND 2**

**Stock & Greenberg** Consulting Engineers, P.C.

NO. 001	INTRODUCTION
NO. 002	GENERAL NOTES
NO. 003	DEVELOPMENT PLAN
NO. 004	CONSTRUCTION DETAILS
NO. 005	UTILITY PLAN
NO. 006	PAVEMENT PLAN
NO. 007	LANDSCAPE PLAN
NO. 008	SYMBOLS
NO. 009	INDEX

DATE: 2024

PROJECT: MARKET AT OLIVE NORTH

LOCATION: UNIVERSITY CITY, MISSOURI

DRAWN BY: [Name]

CHECKED BY: [Name]

SCALE: AS SHOWN

Exhibit A



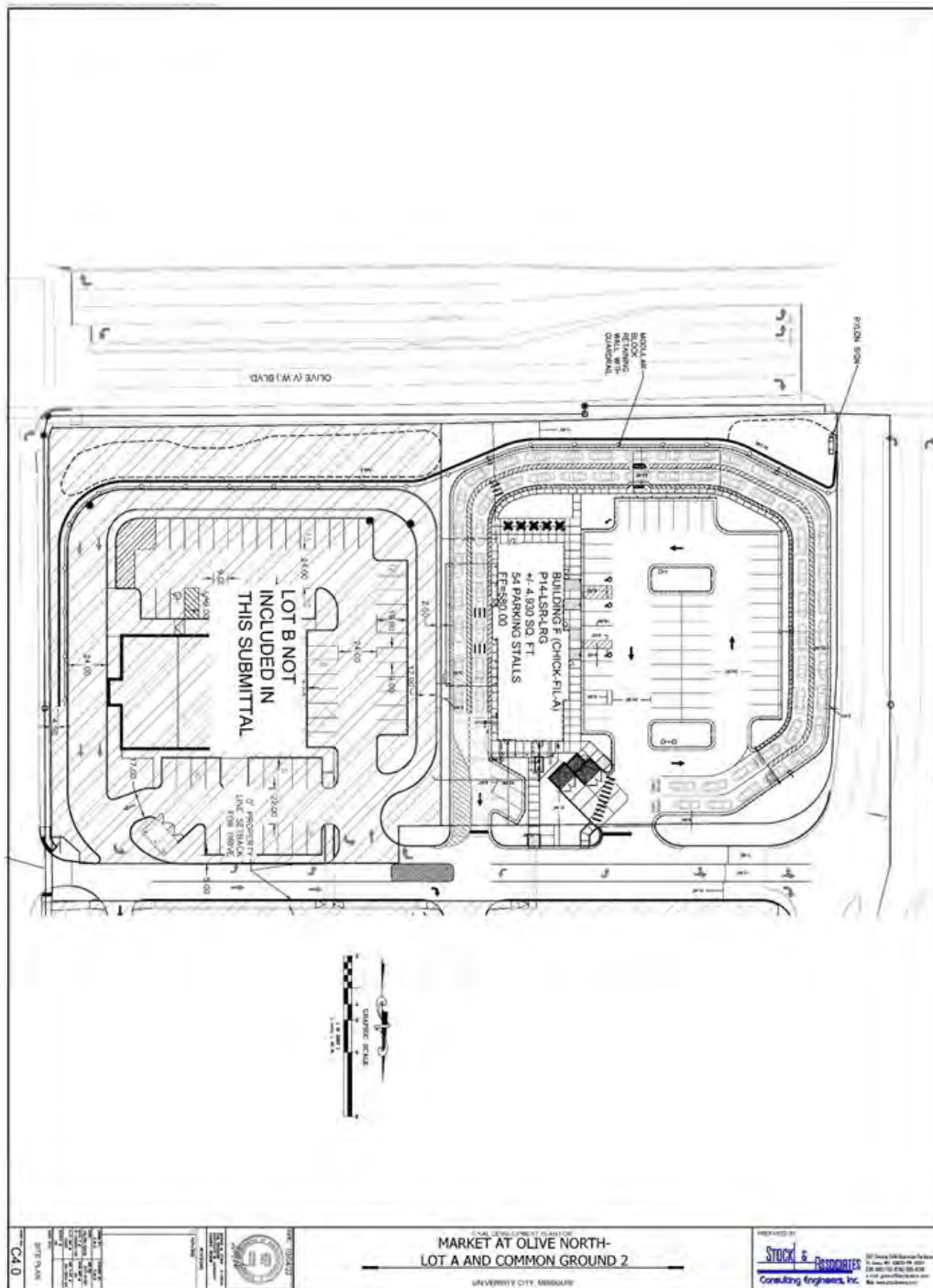


Exhibit A

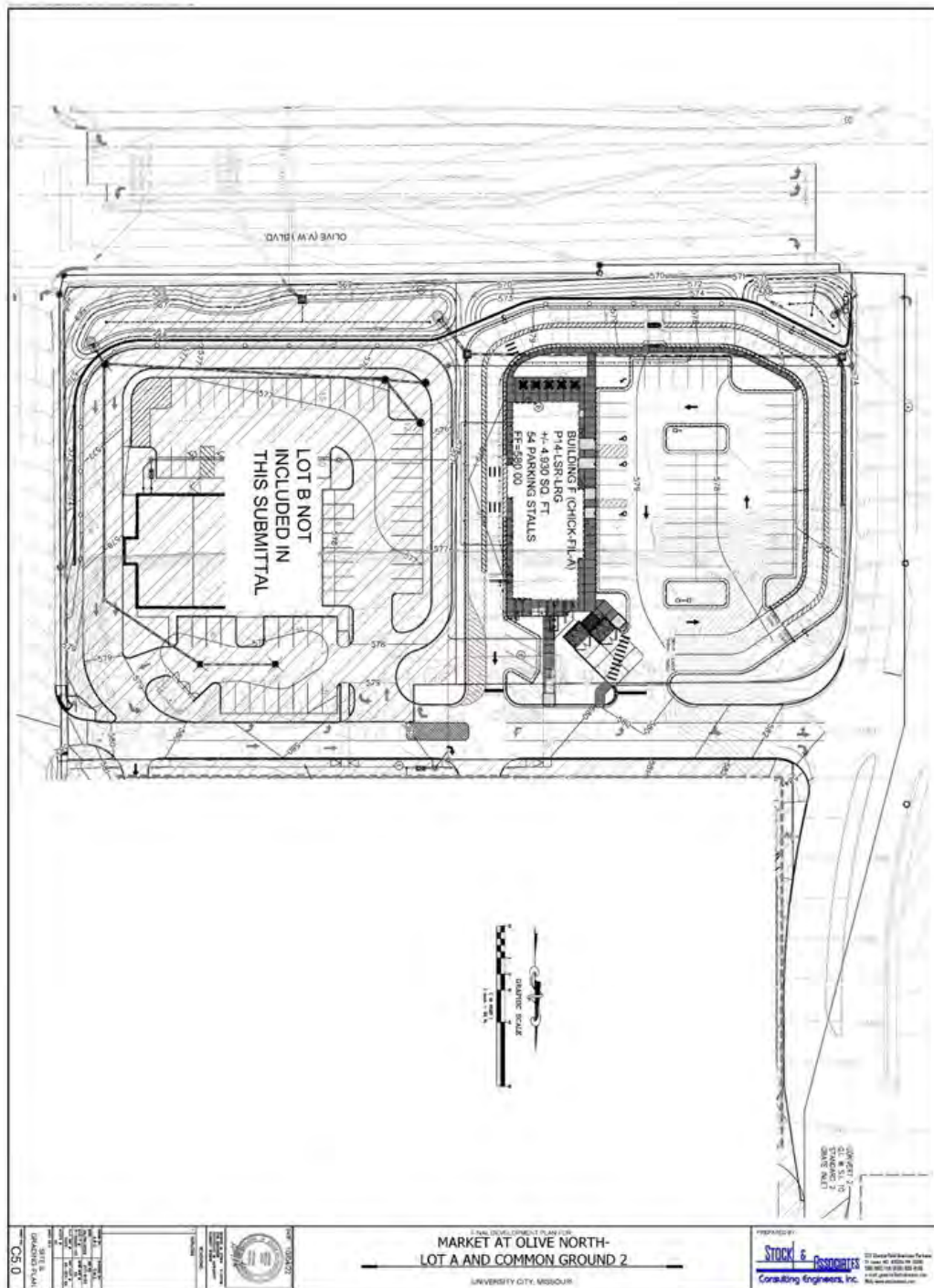


Exhibit A



ATTACHED CANOPY SCHEDULE		FINISH SCHEDULE	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	10'x10'x10'	1	PAINT
2	10'x10'x10'	2	PAINT
3	10'x10'x10'	3	PAINT
4	10'x10'x10'	4	PAINT
5	10'x10'x10'	5	PAINT
6	10'x10'x10'	6	PAINT
7	10'x10'x10'	7	PAINT
8	10'x10'x10'	8	PAINT
9	10'x10'x10'	9	PAINT
10	10'x10'x10'	10	PAINT
11	10'x10'x10'	11	PAINT
12	10'x10'x10'	12	PAINT
13	10'x10'x10'	13	PAINT
14	10'x10'x10'	14	PAINT
15	10'x10'x10'	15	PAINT
16	10'x10'x10'	16	PAINT
17	10'x10'x10'	17	PAINT
18	10'x10'x10'	18	PAINT
19	10'x10'x10'	19	PAINT
20	10'x10'x10'	20	PAINT

**FINISH SCHEDULE**

NO.	DESCRIPTION	NO.	DESCRIPTION
1	PAINT	1	PAINT
2	PAINT	2	PAINT
3	PAINT	3	PAINT
4	PAINT	4	PAINT
5	PAINT	5	PAINT
6	PAINT	6	PAINT
7	PAINT	7	PAINT
8	PAINT	8	PAINT
9	PAINT	9	PAINT
10	PAINT	10	PAINT
11	PAINT	11	PAINT
12	PAINT	12	PAINT
13	PAINT	13	PAINT
14	PAINT	14	PAINT
15	PAINT	15	PAINT
16	PAINT	16	PAINT
17	PAINT	17	PAINT
18	PAINT	18	PAINT
19	PAINT	19	PAINT
20	PAINT	20	PAINT

PERSPECTIVE VIEW

PERSPECTIVE VIEW

PERSPECTIVE VIEW

PERSPECTIVE VIEW

NE PERSPECTIVE VIEW

NW PERSPECTIVE VIEW

SE PERSPECTIVE VIEW

SW PERSPECTIVE VIEW

PERSPECTIVE VIEW, PATIO

SITE PLAN

DINING PATIO PLAN

FINISH SCHEDULE	
NO.	DESCRIPTION
1	PAINT
2	PAINT
3	PAINT
4	PAINT
5	PAINT
6	PAINT
7	PAINT
8	PAINT
9	PAINT
10	PAINT
11	PAINT
12	PAINT
13	PAINT
14	PAINT
15	PAINT
16	PAINT
17	PAINT
18	PAINT
19	PAINT
20	PAINT

**FINISH SCHEDULE**

**CHICK-FIL-A**  
UNIVERSITY CITY FSU  
Market at Oliver Anchor B, Lots E and F  
UNIVERSITY CITY, MO 63132

FSR#04714

X-900

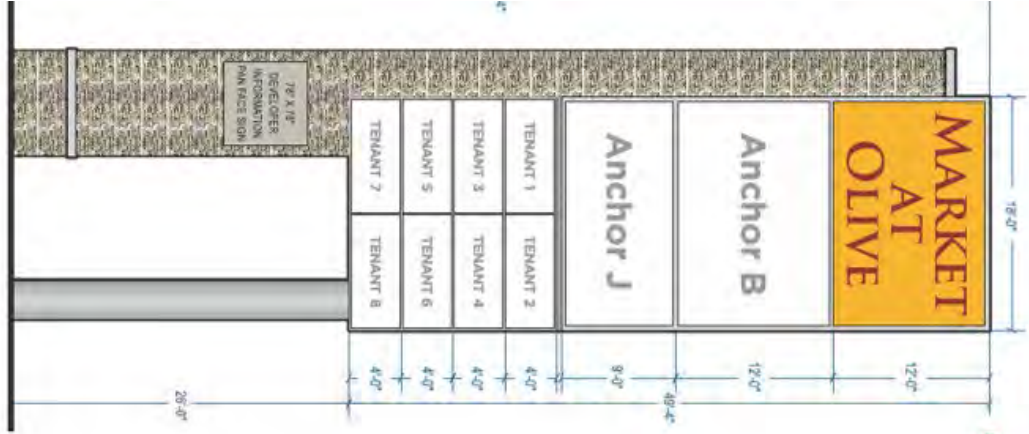
**CHICK-FIL-A**  
UNIVERSITY CITY FSU  
Market at Oliver Anchor B, Lots E and F  
UNIVERSITY CITY, MO 63132

Exhibit A

# THIS NOTE IS VISIBLE ON THE PRINT. THE DRAWING HAS NOT BEEN POSITIONED IN SCALE. SELECT ACTUAL SIZE FROM YOUR PLOT FROM OPTION 1 THAT MATCHES SIZE.

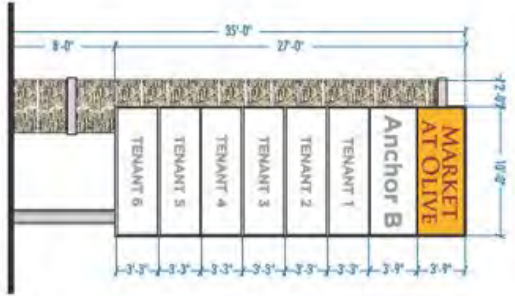
**1 HIGHWAY PYLON - OPTION A**

SCALE: 1/8" = 1'  
SIGN AREA: 42'-0" (527') x 18'-0" (216') = 127,872 / 144 = 888sf



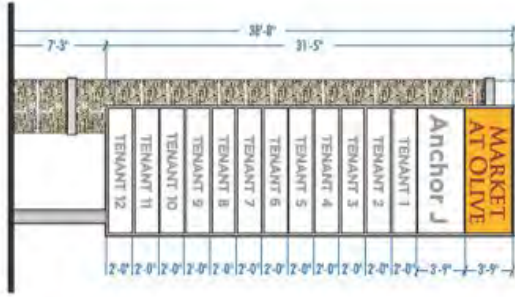
**2 NORTH PROJECT PYLON - OPTION A**

SCALE: 1/8" = 1'  
SIGN AREA: 27' x 10' = 270sf



**3 SOUTH PROJECT PYLON - OPTION A**

SCALE: 1/8" = 1'  
SIGN AREA: 31'-5" (377') x 10'-0" (120') = 45,240 / 144 = 314.2sf



St. Louis Metro Area -  
2055 Arnold Turnpike Rd.  
Arnold, MO 63010  
636-282-1300

CLIENT  
**MARKET @ OLIVE**

LOCATION  
Market @ Olive

PROJECT  
Pylon Sign Family

DATED AS  
Market @ Olive  
/ J1 PYLONS

DRAWING NO.  
880334221.8

DATE  
03.29.2022

REVISION  
1.18118171830

REVISION  
54262 PROJECT REVISIONS/CLC

REVISION  
09172 REC 1 SIGN K14 & 8

REVISION  
08202 REC 10 SOUTH Pylon

REVISION  
072922 REC 87

DESIGNED BY  
Scott Wynn

THIS DRAWING HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT. THE CLIENT AGREES TO HOLD WARREN SIGNS INC. HARMLESS FROM ANY AND ALL LIABILITY ARISING FROM THE USE OF THIS DRAWING. ANY REVISIONS TO THIS DRAWING SHALL BE MADE BY THE CLIENT AND APPROVED BY WARREN SIGNS INC.

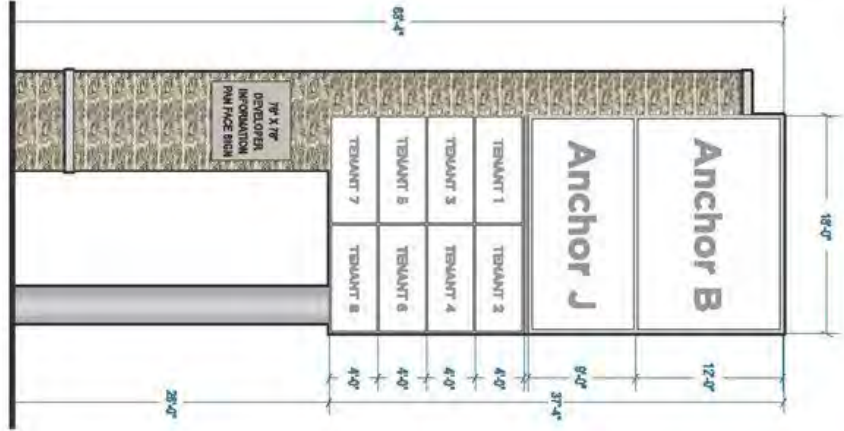
WARREN SIGNS INC. IS AN ENERGY EFFICIENT SIGN SOLUTION PROVIDER. WE USE THE LATEST TECHNOLOGY TO DESIGN AND MANUFACTURE ENERGY EFFICIENT SIGNS THAT SAVE ENERGY AND REDUCE YOUR CARBON FOOTPRINT.



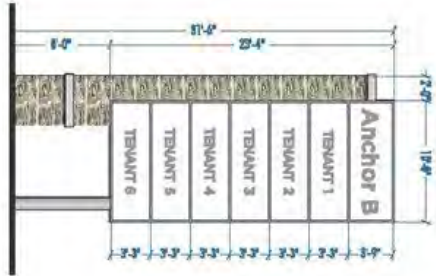
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Exhibit A

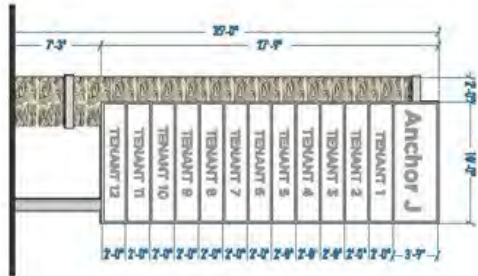
IF 19'-6" NOTE IS VISIBLE ON THE FRONT, THE DIMENSIONS NOT SHOWN WOULD NOT BEAS SHOWN IN SCALE. SELECT ACTUAL SIZE FROM YOUR PREFERRED OPTION A, WEST OR EAST SIDE.



**1 HIGHWAY PYLON - OPTION B**  
SCALE: 1/8" = 1'  
SIGN AREA: 37'-0" (448') x 18'-0" (216') = 80,736 / 144 = 572sf



**2 NORTH PROJECT PYLON OPTION B**  
SCALE: 1/8" = 1'  
SIGN AREA: 25'-0" (300') x 18' (216') = 33,000 / 144 = 229.5sf



**3 SOUTH PROJECT PYLON OPTION B**  
SCALE: 1/8" = 1'  
SIGN AREA: 27'-0" (324') x 18'-0" (216') = 38,802 / 144 = 270sf



St. Louis Metro Area -  
2915 Arnold Turnpike Rd.  
Arnold, MO 63010  
636.282.1300

CLIENT:  
**MARKET @ OLIVE**

LOCATION:  
Market @ Olive

PROJECT:  
Pylon Sign Family

SAVED AS:  
Market @ Olive  
/ 3 PYLONS

DRAWING NO.:  
8800392211-C

DATE:  
01.29.2022

REVISION:  
REMOVED ALL 18' BY Pylon

REVISION:  
REMOVED PROJECT PYLON CORNER

REVISION:  
REMOVED SIGN 1 SIGN AREA 1.8

REVISION:  
MOVED DEVELOP LANCER 1

REVISION:  
-

ORIGINATED BY:  
Scott Wynn

THIS DRAWING IS THE PROPERTY OF WARREN SIGN AND SHALL REMAIN THE PROPERTY OF WARREN SIGN. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT WRITTEN PERMISSION FROM WARREN SIGN.



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**Department of Community Development**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

**STAFF REPORT**

**City Council**

MEETING DATE: November 14, 2022

FILE NUMBER: FDP 22-04

COUNCIL DISTRICT: 3

Applicant: U. City, LLC  
Location: Lot A and Common Ground 2, Market at Olive North, Plat 4  
Request: Final Development Plan approval

Existing Zoning: PD-C Planned Development Commercial District  
Proposed Zoning: NA  
Existing Land Use: Vacant  
Proposed Land Use: Commercial

**Surrounding Zoning:**

North: **SR** – Single-Family Residential  
East: **SR** – Single-Family Residential /  
**GC** – General Commercial District  
South: **PD-C** – Planned Development Commercial District  
West: **PD-C** – Planned Development Commercial District

**Comprehensive Plan Conformance:**

Yes       No       No reference

**Staff Recommendation:**

Approval       Approval with Conditions       Denial

**Attachments:**

- A. Final Development Plan
- B. Landscape Plan – Olive Frontage and Site
- C. Photometric Plan
- D. Lighting Cut Sheets

## E. Building Elevations

### Existing Property

The subject property is referred to as Lot A in Phase IV of the Market at Olive Development. The 1.414-acre tract was recommended for Map Amendment and Preliminary Development Plan approval from GC – General Commercial and SR – Single-Family Residential to PD-C – Planned Development Commercial by the Planning Commission on September 28, 2022.

### Applicant's Request

The applicant is requesting that the final plan be approved to allow for the construction of a 4,930 square foot fast food restaurant (Chick-fil-A) with drive thru, as shown on the attached plans.

### Analysis

Section 400.870, Final Development Plan Procedure, (B) 1-5 state that the Final Development Plan shall be in substantial compliance with the approved preliminary development plan. Modifications and refinements, resulting from the final design process, may be approved. In no event shall any modification of the development plan result in the following:

1. A change in the use or character of the development;
2. An increase in building or site coverage or increase in building height;
3. An increase in the intensity of use (e.g., number of dwelling units);
4. An increase in vehicular traffic generation or significant changes in traffic access and circulation; and
5. A reduction in approved open space or required buffer areas.

The proposed Final Development Plan complies with items 1 – 5 in Section 400.870.

### Plan Commission

The Final Development Plan was approved at the October 26, 2022, as recommended by Staff. Additional recommendations discussed and/or added at the meeting are indicated in red in the list below. It should also be noted that the Plan Commission voted to add the Common Ground 2 portion of the plat to the Final Development Plan.

### Conclusion/Recommendation

Staff has determined that the Final Development Plan for Lot A of Phase IV of the Market at Olive Development meets the requirements of Section 400.870 of the Zoning ordinance and recommends approval of the plan with the following conditions:

1. The buildings and property shall be developed, constructed, and maintained in compliance with the plans submitted and attached. The footprint and general layout are subject to the plans dated September 6, 2022. The height and mass shall be restricted to that shown on the Final Development Plan.

2. Accessible pedestrian walkways shall be provided from the public sidewalk to the private development; and
3. Off-street parking and loading requirements will be provided according to the concurrent Conditional Use Permit approval.
4. A detailed construction traffic control and parking plan should be submitted to the Director of Planning & Development for approval. Said plan shall set forth details pertaining to worker and resident parking during all phases of the proposed construction. It shall further detail solutions to public property maintenance issues such as street cleaning and traffic diversion. Said plan shall be finalized prior to the issuance of a building permit. It shall be the applicant's responsibility to obtain those approvals in written form in a timely manner prior to issuance of the building permit.
5. Bicycle racks shall be provided according to Section 400.2145 Off-Street Bicycle Parking Requirements of the Zoning Ordinance.
6. The Final Landscape Plan shall be as approved by the Department of Planning and Development prior to issuance of building permits.
7. There shall be no interference by pick-up or service delivery vehicles with pedestrian or vehicular traffic for Lot A or Lot B on the Common Ground 2 parcel.



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	<b>NB20221128-01</b>
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**SUBJECT/TITLE:**  
Resolution Opposing 15 CSR 30-200.015 Library Certification Requirement for the Protection of Minors submitted by the Missouri Secretary of State

<b>REQUESTED BY:</b> Councilmembers Klein and Clay	<b>DEPARTMENT / WARD</b> City Council / All
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<b>AGENDA SECTION:</b> New Business - Resolution 2022-15	<b>CAN ITEM BE RESCHEDULED?</b> No
---	---------------------------------------

**CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:**  
City Manager recommends approval

**FISCAL IMPACT:**

<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
----------------	--	---------------------	--

<b>FROM FUND:</b>		<b>TO FUND:</b>	
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**EXPLANATION:**  
Council-members Aleta Klein and Stacy Clay are requesting/sponsoring this resolution.

**STAFF COMMENTS AND BACKGROUND INFORMATION:**

<b>CIP No.</b>	
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**RELATED ITEMS / ATTACHMENTS:**

- Copy of Proposed Rule - 15 CSR-30-200.015 Library Certification Requirement for the Protection of Minors
- Resolution

**LIST CITY COUNCIL GOALS (S):**

<b>RESPECTFULLY SUBMITTED:</b> City Manager, Gregroy Rose	<b>MEETING DATE:</b> November 28, 2022
--	---

**RESOLUTION 2022-15**

**RESOLUTION OPPOSING 15 CSR 30-200.015 LIBRARY CERTIFICATION  
REQUIREMENT FOR THE PROTECTION OF MINORS SUBMITTED BY  
THE MISSOURI SECRETARY OF STATE**

**WHEREAS**, the City Council of the City of University City believes that the right to read is an important part of the intellectual freedom that is basic to democracy;

**WHEREAS**, the City Council of the City of University City upholds the belief that responsibility for a child's reading must rest with the parent or guardian, not with the library. The library should not infringe on the parent's right to choose materials for their children; and

**WHEREAS**, the City Council of the City of University City does not support the removal of local control where library administration is concerned.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI:**

1. Stands steadfast in its commitment to uphold intellectual freedom;
2. Defends a patron's freedom to read and asserts that it is the sole right and responsibility of the parent or guardian to determine what library material is appropriate for their children; and
3. Affirms that policy and collection development decisions should remain at the local level.

**BE IT FURTHER RESOLVED** that the City Council of the City of University City:

1. Urges the Joint Committee on Administrative Rules to reject 15 CSR 30-200.015.

**PASSED and RESOLVED this 28<sup>th</sup> day of November, 2022**

---

Mayor

ATTEST

---

City Clerk



RECEIVED

OCT 14 2022

SECRETARY OF STATE  
ADMINISTRATIVE RULES

**Title 15 – ELECTED OFFICIALS  
Division 30 – Secretary of State  
Chapter 200 – State Library**

**PROPOSED RULE**

**15 CSR 30-200.015 Library Certification Requirement for the Protection of Minors**

*PURPOSE: For the protection of minors defined in 15 CSR 30-200.030(1)(E), this rule establishes a certification requirement for any library defined in 15 CSR 30-200.010 that receives funds pursuant to 15 CSR 30-200.020 and 15 CSR 30-200.025.*

(1) Notwithstanding any provision of 15 CSR 30-200.020 and 15 CSR 30-200.025 to the contrary, the state librarian shall not distribute any funds to any library defined in 15 CSR 30-200.010 that receives funds pursuant to 15 CSR 30-200.020 and 15 CSR 30-200.025 unless such library certifies in writing each of the following:

(A) The library has or will adopt a written, publicly-accessible collection development policy addressing how selections are made in considering the appropriateness for the age and maturity level of any minor, as defined in 15 CSR 30-200.030(1)(E), who accesses any material in any form;

(B) No funds received shall be used to purchase or acquire materials in any form that appeal to the prurient interest of any minor;

(C) The library has or will adopt a written, publicly-accessible policy allowing any minor's parent or guardian to determine what materials and access will be available to a minor, and no person employed by or acting on behalf of the library shall knowingly grant access to any minor any material in any form not approved by the minor's parent or guardian;

(D) No age-inappropriate materials in any form, as defined in the library's collection development policy, shall be knowingly displayed in the library in areas designated by the library as containing materials predominantly for minors;

(E) No event or presentation shall be held at the library without an age-appropriate designation affixed to any publication, website, or advertisement for such event or presentation; and

(F) The library has or will adopt a written, publicly-accessible library materials challenge policy by which any person may dispute or challenge the library's age-appropriate designation affixed to any presentation, event, material, or display in the library, and the results of any such dispute or challenge shall be disclosed to the public and published on the library's website.

(2) The library shall submit a copy of its written policies to the state librarian, and shall submit, within thirty (30) days, any revisions to such policies to the state librarian.

*AUTHORITY: sections 181.021, 181.060, and 182.812, RSMo 2016.*

*PUBLIC COST: This proposed rule will not cost state agencies or political subdivision more than five hundred dollars (\$500) in the aggregate.*

*PRIVATE COST: This proposed rule will not cost private entities more than five hundred dollars (\$500) in the aggregate.*

*NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed rule with the Office of the Missouri Secretary of State, P.O. Box 1767, Jefferson City, MO 65102 or by email to [comments@sos.mo.gov](mailto:comments@sos.mo.gov) with the proposed rule number (i.e., 15 CSR 30-200.015) in the subject line. To be considered, all comments must be received within thirty (30) days after publication of this notice in the *Missouri Register*. No public hearing is scheduled.*

**RECEIVED**

**By JCAR at 11:14 am, Oct 14, 2022**



RECEIVED

OCT 14 2022

SECRETARY OF STATE  
ADMINISTRATIVE RULES

**Title 15 – ELECTED OFFICIALS  
Division 30 – Secretary of State  
Chapter 200 – State Library**

**PROPOSED RULE**

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(E) No event or presentation shall be held at the library without an age-appropriate designation affixed to any publication, website, or advertisement for such event or presentation; and

(F) The library has or will adopt a written, publicly-accessible library materials challenge policy by which any person may dispute or challenge the library's age-appropriate designation affixed to any presentation, event, material, or display in the library, and the results of any such dispute or challenge shall be disclosed to the public and published on the library's website.

(2) The library shall submit a copy of its written policies to the state librarian, and shall submit, within thirty (30) days, any revisions to such policies to the state librarian.

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**RECEIVED**

**By JCAR at 11:14 am, Oct 14, 2022**





**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	NB20221128-02
--------------------------------------	---------------

<b>SUBJECT/TITLE:</b> Preliminary Plan Approval – Adoption of a Resolution to approve the Preliminary Development Plan for Market at Olive Phase IV development, Lot B.			
<b>REQUESTED BY:</b> John L. Wagner		<b>DEPARTMENT / WARD</b> Community Development/Ward 3	
<b>AGENDA SECTION:</b>	New Business - Resolution 2022-16	<b>CAN ITEM BE RESCHEDULED?</b>	Yes
<b>CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION:</b>			
<b>FISCAL IMPACT:</b> N/A			
<b>AMOUNT:</b>		<b>ACCOUNT No.:</b>	
<b>FROM FUND:</b>		<b>TO FUND:</b>	
<b>EXPLANATION:</b> N/A			

<b>STAFF COMMENTS AND BACKGROUND INFORMATION:</b> Staff recommends approval of the Resolution for the Preliminary Development Plan for Market at Olive Phase IV development, Lot B.
--

<b>CIP No.</b>	
<b>RELATED ITEMS / ATTACHMENTS:</b> Attached are the Plan Commission Transmittal Letter, Draft Resolution and the Preliminary Development Plan.	

<b>LIST CITY COUNCIL GOALS (S):</b> Economic Development, Encouraging High Quality Growth	
<b>RESPECTFULLY SUBMITTED:</b>	City Manager, Gregory Rose
<b>MEETING DATE:</b>	November 28, 2022



**Plan Commission**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

October 26, 2022

Ms. LaRette Reese  
City Clerk  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

RE: Preliminary Plan Approval –Market at Olive, Phase IV, Lot B (REZ 22-09)

Dear Ms. Reese,

At a regularly scheduled meeting, on October 26, 2022, at 6:30 p.m. via video conference, the Plan Commission considered the above-referenced application by U. City, LLC to approve a resolution for “Preliminary Plan” approval of Phase IV of the Market at Olive development, Lot B.

By a vote of 7 for and 0 against, the Plan Commission recommended approval of said resolution.

Margaret Holly, Chairperson  
University City Plan Commission

## **RESOLUTION 2022-16**

WHEREAS, Section 400.850 of the University City Zoning Code requires that a preliminary development plan be approved by the City Council by adoption of a resolution approving said preliminary development plan, with conditions as may be specified and authorizing the preparation of the final development plan. Section 400.760 of the Zoning Code requires that the permitted land uses and developments shall be established in the conditions of the ordinance adopted by the City Council governing the particular Planned Development-Commercial Use District.

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

The City Council hereby authorizes the preparation of the final development plan for a development on Lot B for the development to be known as “Market at Olive Plat IV”. The proposed structures shall be developed with the following conditions:

1. The building and property shall be developed, constructed and maintained in compliance with the plans submitted and attached as “Exhibit A” to this resolution. The footprint and general layout are subject to the plans dated October 4, 2022. The height and mass shall be restricted to that shown on the preliminary development plan.
2. The uses associated with this development shall be for a multi-tenant retail and restaurant building with drive thru.
3. A detailed construction traffic and parking plan shall be submitted for review and approval with the Site Plan.
4. Off-street parking and loading requirements shall be provided as required by Chapter 400, Article VII of the University City Zoning Code and pursuant to a Conditional Use Permit for the site lowering the number of parking spaces from 74 to 62, as approved by the City Council on November 14, 2022.
5. A landscape plan shall be submitted for review and approval to the Department of Planning and Development.
6. Pylon signs for the development shall be those approved by Ordinance Number 7184. There shall be no monument signs for individual buildings. Directional signage for individual stores shall be as approved on the Final Development Plan and tenant finishes.
7. Approval of the Preliminary Development Plan shall be valid for a period of two years from the date of City Council approval. A Final Development Plan shall be submitted within the said two-year period per Sections 400.860 and 400.870 of the Zoning Code.

PASSED and RESOLVED this 28<sup>th</sup> day of November, 2022

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Mayor

ATTEST

---

City Clerk



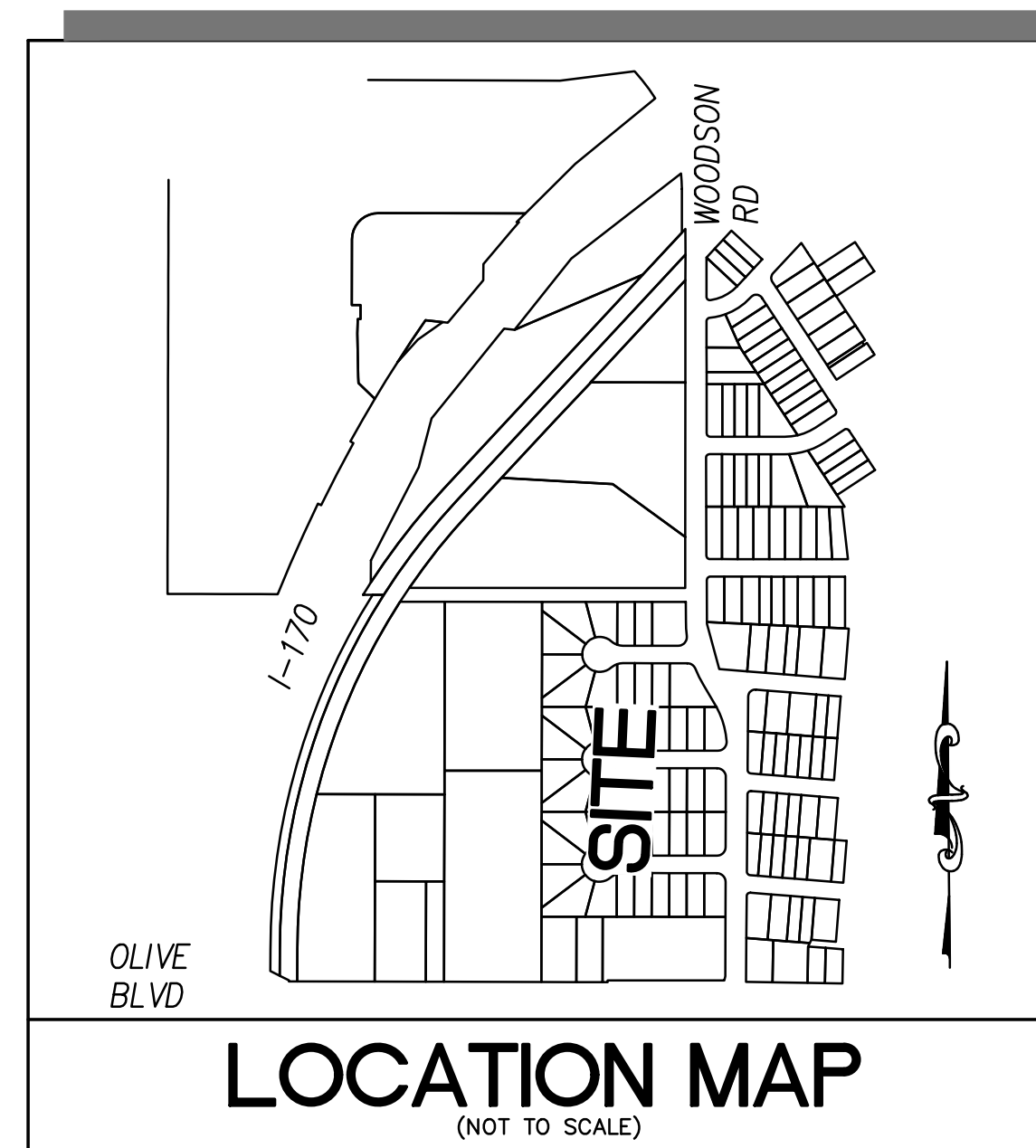
# MARKET AT OLIVE NORTH- LOT B

A TRACT OF LAND BEING LOTS 1 THRU 7, AND 12 THRU 18 OF BLOCK 1, LOTS 1 THRU 7, AND 12 THRU 18 OF BLOCK 2 AND LOT 1 THRU 5 AND LOTS 11 THRU 13 OF BLOCK 3 OF ST. PATRICK COURTS AS PER PLAT BOOK 48 PAGE 33 LOCATED IN TOWNSHIP 46 NORTH, RANGE 6 EAST OF THE 5TH PRINCIPAL MERIDIAN, UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

## PRELIMINARY DEVELOPMENT PLAN

LEGEND	
	BENCH MARK
	FOUND IRON ROD
	FOUND IRON PIPE
	RIGHT OF WAY MARKER
	UTILITY POLE SUPPORT POLE
	UTILITY POLE WITH LIGHT
	LIGHT STANDARD
	ELECTRIC METER
	ELECTRIC MANHOLE
	ELECTRIC PEDESTAL
	ELECTRIC SPICE BOX
	ELECTRIC BREAKER
	GAS DRIP
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	TELEPHONE SPICE BOX
	CABLE TV PEDESTAL
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER MANHOLE
	WATER METER
	WATER VALVE
	POST INDICATOR VALVE
	CLEAN OUT
	STORM MANHOLE
	GRATED MANHOLE
	STORMWATER INLET
	GRATED STORMWATER INLET
	SANITARY MANHOLE
	TREE
	BUSH
	TRAFFIC SIGNAL
	PARKING METER
	STREET SIGN
	SPRINKLER
	MAIL BOX

ABBREVIATIONS	
C.O.	CLEANOUT
DB	DEED BOOK
E	ELECTRIC
FL	FLOWLINE
FT	FEET
FND.	FOUND
G	GAS
M.H.	MANHOLE
N/F	NOW OR FORMERLY
PS	PLAT BOOK
P.C.	PAGE
P.V.C.	POLYVINYL CHLORIDE PIPE
R.B.	RADIAL BEARING
R.C.P.	REINFORCED CONCRETE PIPE
SC	SQUARE
T	TELEPHONE CABLE
TBR	TO BE REMOVED
V.C.P.	VETRIFIED CLAY PIPE
W	WATER
W (86'W)	RIGHT-OF-WAY WIDTH



### SHEET INDEX

C1.0	TITLE SHEET
C2.0	EXISTING & PROPOSED PROPERTY LINES
C3.0	EXISTING CONDITIONS/DEMOLITION PLAN
C4.0	SITE PLAN
C5.0	SITE & GRADING PLAN
C6.0	SITE UTILITY PLAN

### SITE COVERAGE

PROPOSED SITE COVERAGE=72.67%  
 1.09 AC BUILDING/DRIVES/PARKING  
 1.50 ACRES TOTAL  
 1.09 AC/1.50 AC= 72.67%

### SITE INFORMATION

OWNER	= U CITY LLC/U CITY LLC UNDER CONTRACT*
CITY	= UNIVERSITY CITY
FIRE DISTRICT	= UNIVERSITY CITY FIRE DEPARTMENT
SEWER DISTRICT	= METROPOLITAN ST. LOUIS SEWER DIST.
WATER SERVICE	= MISSOURI AMERICAN WATER
GAS SERVICE	= SPIRE ENERGY
ELECTRIC SERVICE	= AMEREN MISSOURI
PHONE SERVICE	= AT&T
FLOOD MAPS	= 29189C0211K
EXISTING ZONING	= SEE SHEET C2.0
PROPOSED ZONING	= PD-C PLANNED DEVELOPMENT COMMERCIAL
SITE AREA	= 1.50 AC (LOT B) 11.72 ACRES (ENTIRE MARKET AT OLIVE PLAT 4)

### PARKING CALCULATIONS

BUILDING E (LOT B)	
REQUIRED PARKING:	
RESTAURANT	
1 SPACE PER 75 SQUARE FEET GROSS FLOOR AREA	
5,200 SQ FT/75=69.33 SPACES	
SPACES REQUIRED:	69 SPACES
RETAIL	
1 SPACE PER 200 SQUARE FEET GROSS FLOOR AREA	
2,500 SQ FT/200=12.5 SPACES	
SPACES REQUIRED:	13 SPACES
TOTAL	82 SPACES
(LESS 10% REDUCTION FOR TRANSIT)	(8)
TOTAL REQUIRED:	74 SPACES
PROPOSED PARKING:	
TOTAL	62 SPACES
INCLUDING 3 ADA SPACES (1 VAN ACCESSIBLE)	

### ST. LOUIS COUNTY BENCHMARK

BENCHMARK#4511 N141888 Ev = 567.33  
 Cut "L" on the northeast corner of the easternmost of two traffic signal control boxes situated southwest of the intersection of Olive Boulevard with McKnight Road from the south and Woodson Road from the north, roughly 51' west of centerline McKnight Road and 41' south of centerline Olive Boulevard.

GENERAL NOTES:  
 1) Basis of Bearings Missouri State Plane Grid North

### UTILITY NOTE

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo.



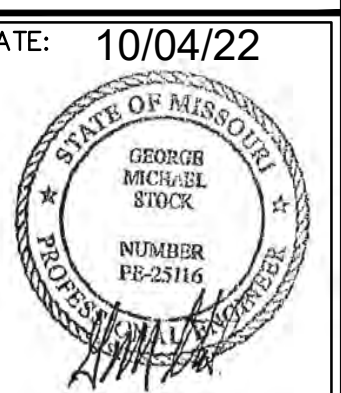
MoDOT LOCATE (314) 340-4100

PREPARED FOR:  
 SENECA & CHAPMAN VENTURES LLC  
 1600 S. BRENTWOOD BLVD., SUITE 625  
 ST. LOUIS, MO. 63144  
 ATTN: MR. LARRY CHAPMAN-PRINCIPAL

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63105 PH: (636) 530-9300  
 530-9300 FAX: (636) 530-9300  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**MARKET AT OLIVE NORTH-  
 LOT B**

UNIVERSITY CITY, MISSOURI



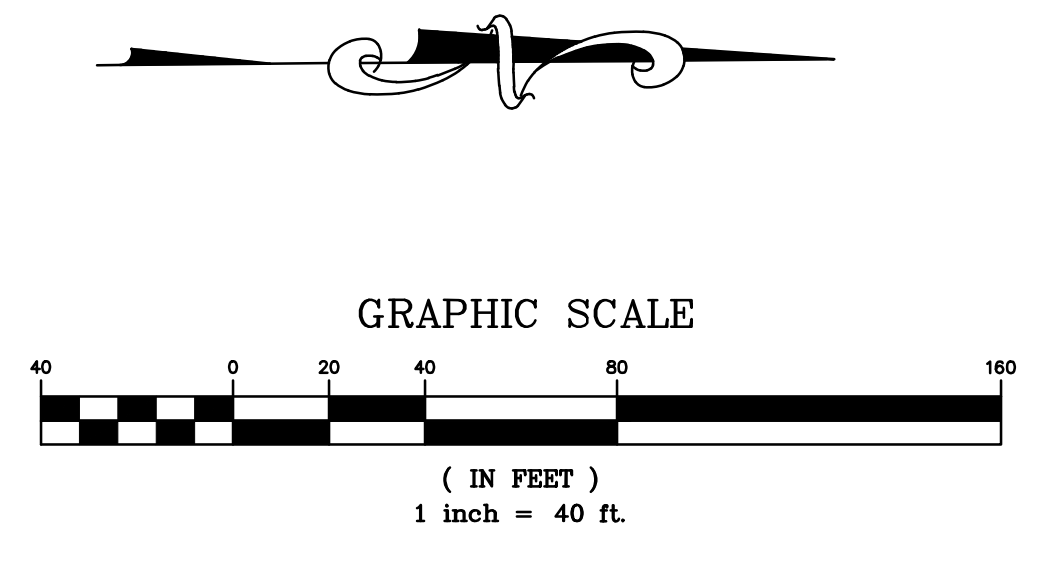
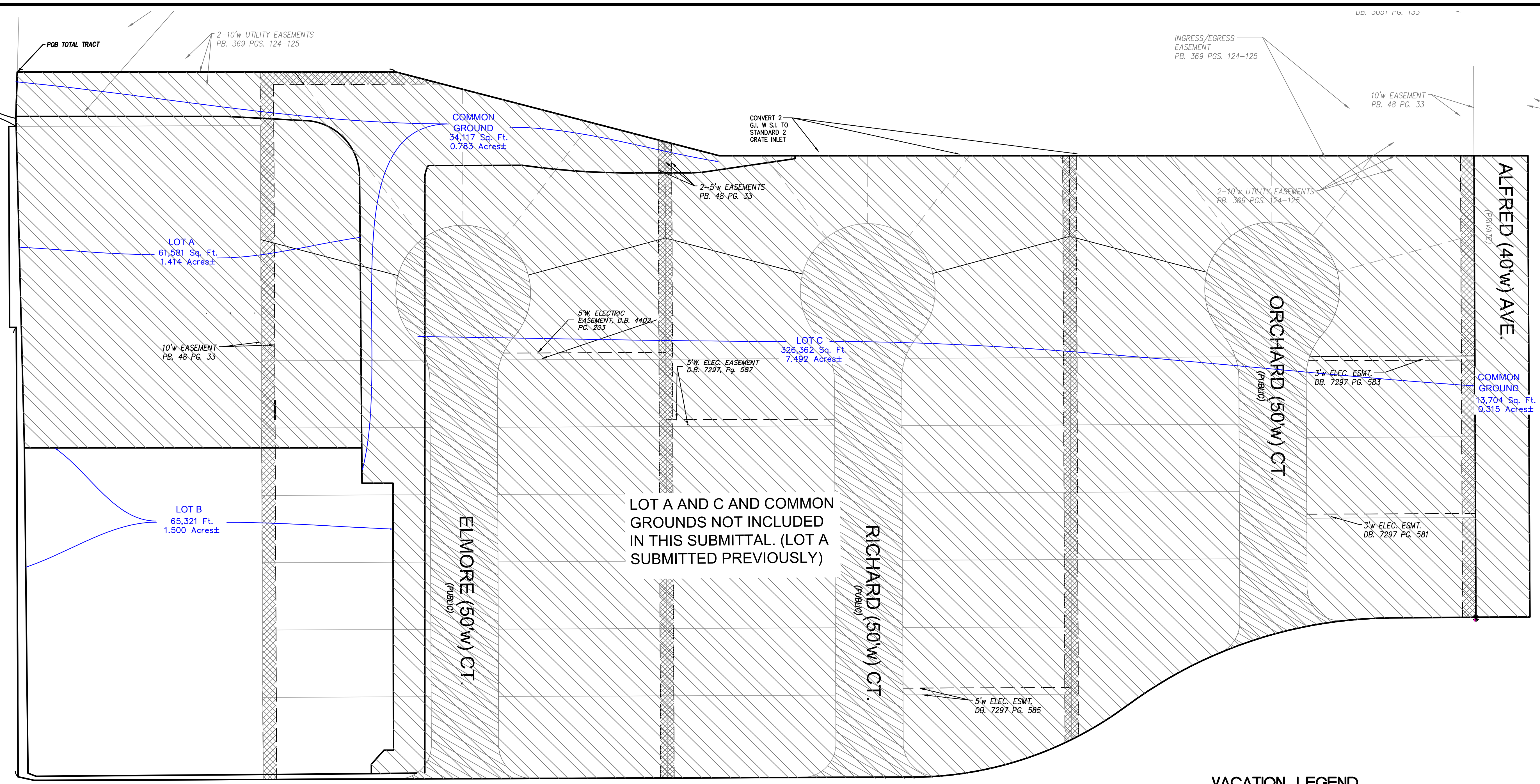
GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

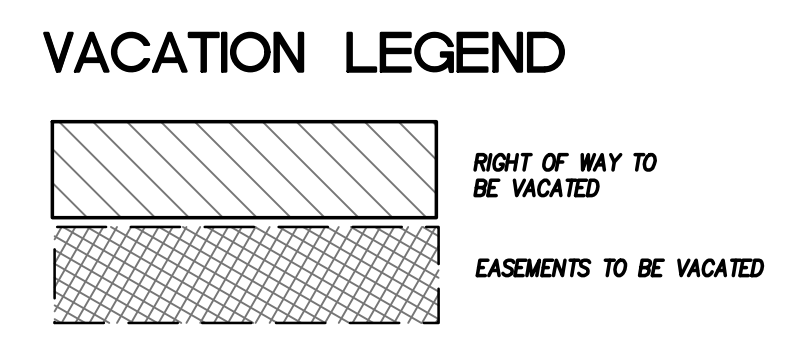
DATE:	BY:	CHECKED BY:
10/04/2022	A.M.G.	G.M.S.
JOB NO:	217-6193	
KEYS: P #	BASE MAP #	XX
P-XXXX-XX	XX	
S.L.C. MAT #	HAT SUP. #	XX-XXX-XX
XXXX	XX	
M.D.N.R. #	XX	

TITLE SHEET

SHEET NO.:  
**C1.0**



SUBDIVISION PLAT NOTE  
MARKET AT OLIVE PLAT 4 WAS RECOMMENDED FOR  
APPROVAL AT THE 8/24/22 PLANNING COMMISSION  
MEETING AND APPROVED BY CITY COUNCIL ON 9/27/22.

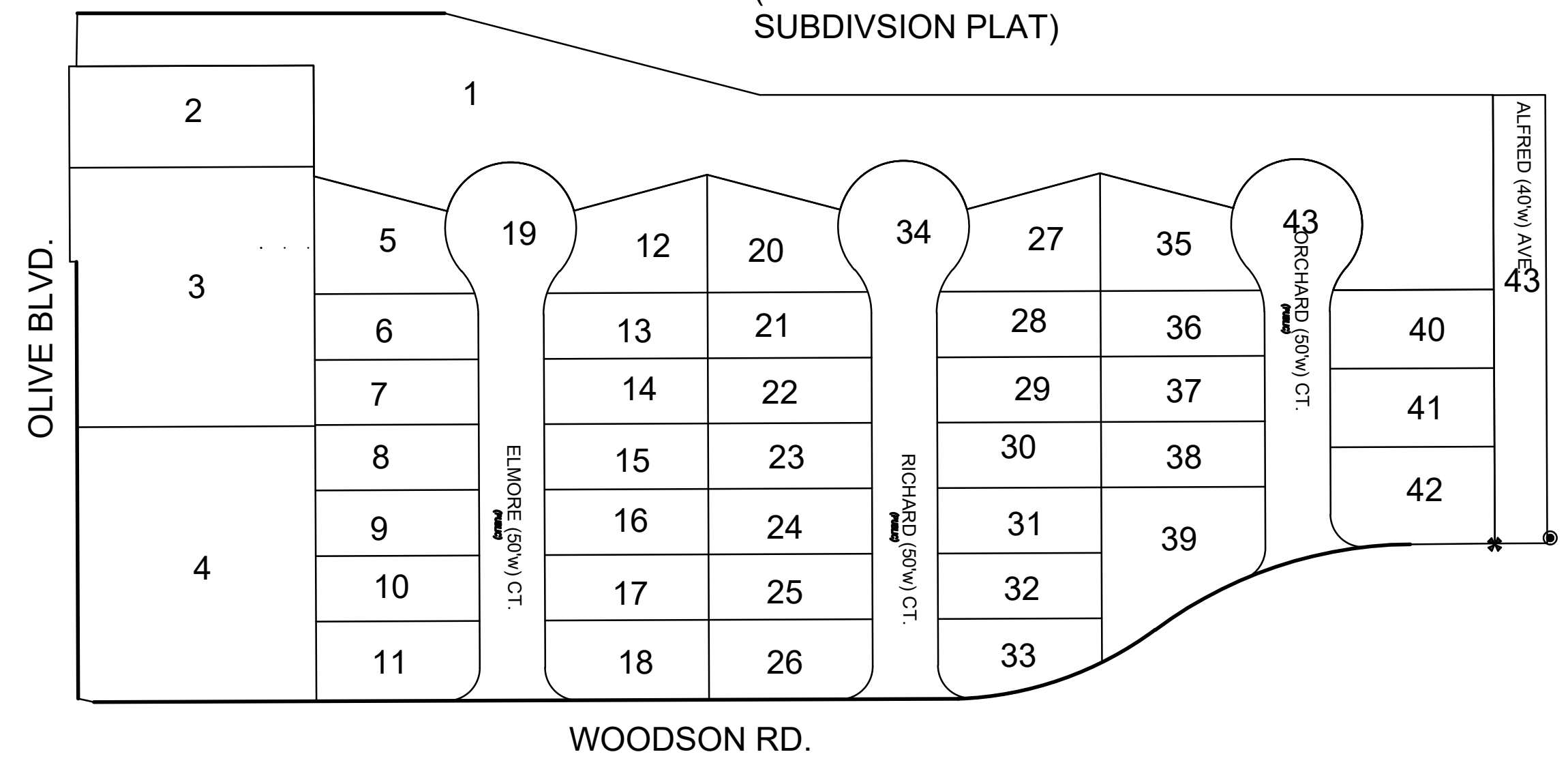


WOODSON RD.  
(PUBLIC)

EXISTING PROPERTY DATA

1. LOT 2 MARKET AT OLIVE SUBDIVISION PLAT (BK 369, PG 124-125)  
17K432018  
ZONED: PD-C PLANNED DEVELOPEMENT COMMERCIAL
- 2-4. PART LOTS 1-3 CHARLES H. GIERS ESTATE  
17K431996, 17K430247, 17K430258  
ZONED: CG- GENERAL COMMERCIAL
- 5-18. LOTS 1-7 AND 12-18 ST PATRICK'S COURTS BLOCK 1  
ZONED: SR- SINGLE FAMILY RESIDENTIAL  
17K430401, 17K430391, 17K430412, 17K430380, 17K430379, 17K430368, 17K430357,  
17K430577, 17K430554, 17K430533, 17K430555, 17K430511, 17K430522, 17K430566
19. ELMORE COURT R.O.W. TO BE VACATED
- 20-33. LOTS 1-7 AND 12-18 ST PATRICK'S COURTS BLOCK 2  
ZONED: SR- SINGLE FAMILY RESIDENTIAL  
17K430720, 17K430711, 17K430687, 17K430702, 17K430676, 17K430698, 17K430665,  
16K110025, 16K110036, 16K110047, 16K110069, 16K110070, 16K110058, 16K110081
34. RICHARD COURT R.O.W. TO BE VACATED
- 35-42. LOTS 1-5 AND 11-13 ST PATRICK'S COURTS BLOCK 3  
ZONED: SR- SINGLE FAMILY RESIDENTIAL  
16K110201, 16K110191, 16K110212, 16K110223, 16K110180, 16K110366, 16K110355, 16K110344
43. RICHARD COURT R.O.W. TO BE VACATED
44. ALFRED AVE PRIVATE DRIVE

COSTCO  
(LOT 1 MARKET AT OLIVE  
SUBDIVISION PLAT)



ORIGINAL PROPERTY DESCRIPTIONS

Lots 1-7 and 12-18 in Block 1 and Lots 1-7 and 12-18 in Block 2 and Lots 1-5 and 11-13 in Block 3, and Vacated Orchard Court, Richard Court, Elmore Court all of St. Patrick Courts, as recorded in Plat Book 48 Page 33.

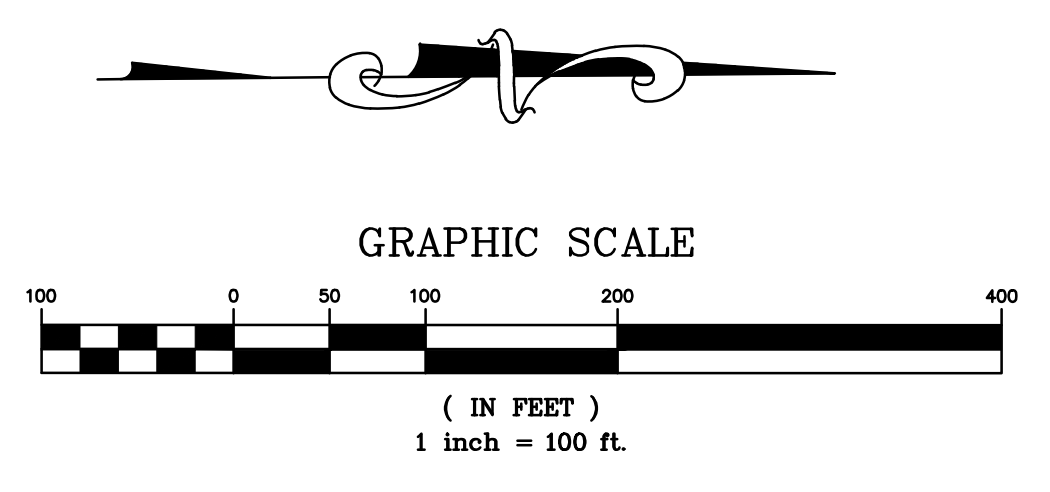
Part of vacated Alfred Avenue

Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124

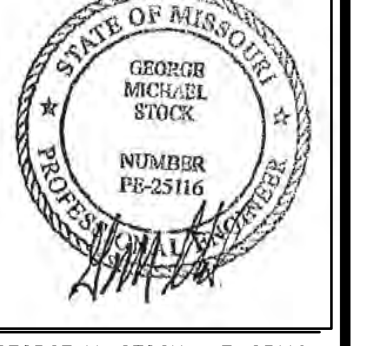
and

A tract of land being part of Lots 1, 2 and 3 of the Subdivision of CHARLES H. GIERS ESTATE, Section 4 & 5, Township 45 North, Range 6 East, according to the plat thereof recorded in Plat Book 6 on page 3, of the St. Louis County records, St. Louis County, Missouri, said tract further described as follows:

Beginning at an iron pipe in the West line of Woodson Road, (60 feet wide), at the Southeast corner of Lot 1 in Block 1 of St. Patrick Courts a subdivision being a re-subdivision of part of Lots 1, 2 & 3 of Charles H. Giers Estate, said subdivision is recorded in Plat Book 48 page 33, of the St. Louis County Records; thence South 00 degrees 49 minutes 00 seconds West, along the West line of Woodson Road, 169.77 feet to an iron spike; thence South 13 degrees 08 minutes 36 seconds West, 12.29 feet to an iron right of way marker in the North line of Olive Street Road; thence along the North line of Olive Street Road the following courses and distances, North 89 degrees 14 minutes 00 seconds West, 333.78 feet to an iron pipe; thence South 00 degrees 46 feet 00 seconds West, 5.00 feet to an iron pipe; thence North 89 degrees 14 minutes 00 seconds West 189.52 feet to an iron pipe; thence leaving the North line of said Olive Street Road, North 00 degrees 47 minutes 30 seconds East, 187.00 feet to an iron pipe at the Southwest corner of Lot 8 of St. Patrick Courts; thence along the South line of said St. Patrick Courts Subdivision South 89 degrees 12 minutes 30 seconds East, 526.00 feet to the iron pipe at the point of beginning. Excepting out any part of Lot 2 of Market and Olive as recorded in Plat Book 369 Page 124



DATE: 10/04/22



GEORGE M. STOCK E-25116  
CIVIL ENGINEER  
CERTIFICATE OF AUTHORITY  
NUMBER: 000996

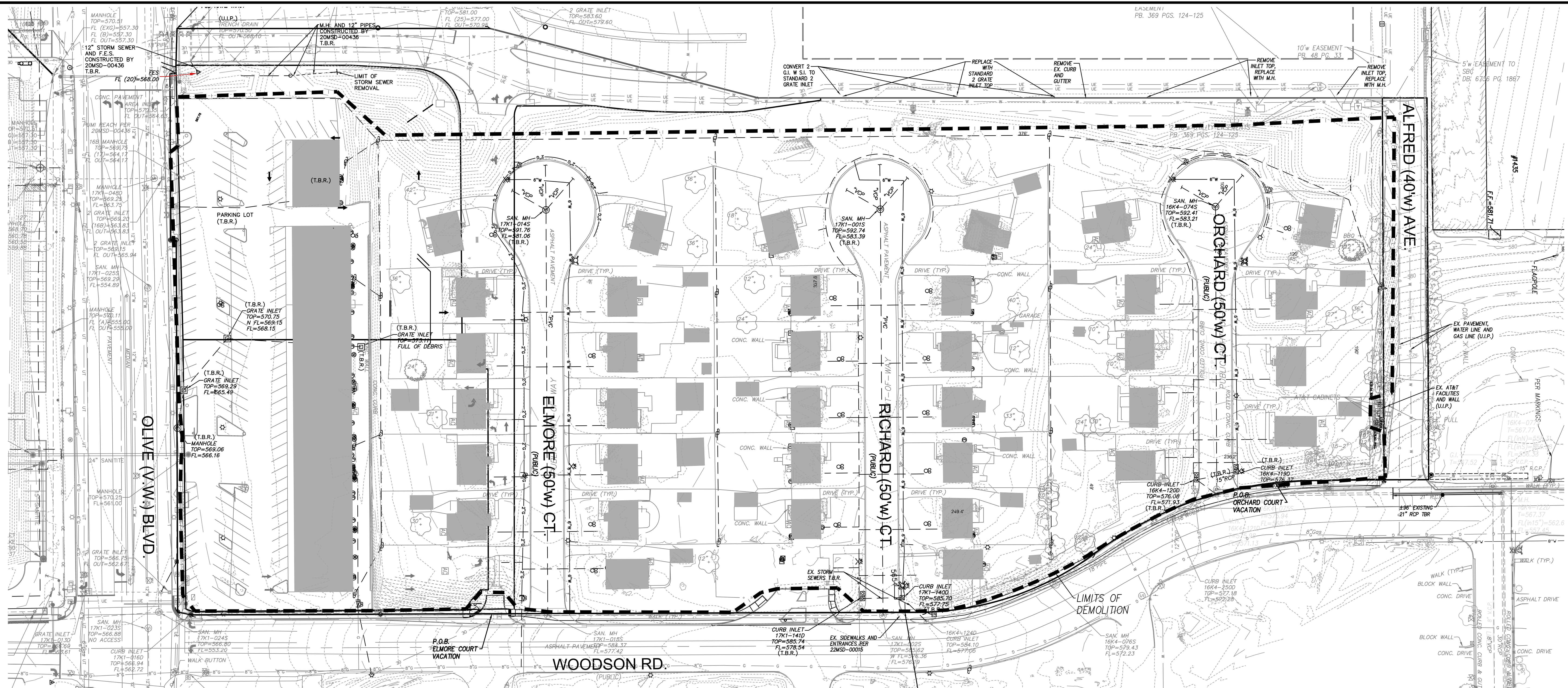
REVISIONS:

NO.	DATE	DESCRIPTION

DRAWN BY: A.M.G. CHECKED BY: G.M.S.  
DATE: 10/04/2022 JOB NO: 217-6193  
SCALE: P-XXXX-XX BASE MAP: XX  
S.L.C. MAP # XXXX HMT SUP: XX-XXX-XX  
M.D.N.R. # XX

SHEET TITLE:  
**EXISTING & PROPOSED  
PROPERTY LINES**

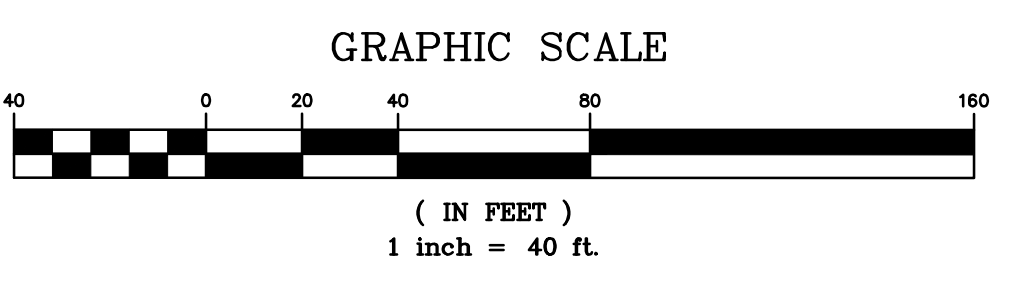
SHEET NO.: **C2.0**



**DEMOLITION LEGEND**

BUILDING DEMOLITION

- DEMOLITION NOTES**
1. ALL TREES THAT ARE NOT NOTED TO BE REMOVED (TBR) AND LOCATED OUTSIDE AND ADJACENT TO THE DISTURBED AREAS (AS INDICATED ON DEMO PLAN) SHALL REMAIN AND BE PROTECTED. SEE LANDSCAPE DRAWINGS AND SPECIFICATIONS FOR TREE PROTECTION DETAILS.
  2. DEMOLITION INCLUDES ALL MATERIAL WITHIN THE LIMITS OF CONSTRUCTION LINE SHOWN ON PLANS, UNLESS OTHERWISE NOTED ON SHEET INCLUDING BUT NOT LIMITED TO BUILDING SERVICE LINES, FOOTINGS AND FOUNDATIONS, SIDEWALKS, DRIVEWAYS AND OTHER MISCELLANEOUS IMPROVEMENTS.
  3. CONTRACTOR IS RESPONSIBLE TO FIELD LOCATE ALL EXISTING UNDERGROUND UTILITIES AND/OR IRRIGATION SYSTEMS ADJACENT TO THE PROPERTY PRIOR TO ANY DIGGING OR EARTH MOVING.
  4. THE CONTRACTOR SHALL STAY WITHIN THE LIMITS OF DISTURBANCE AS SHOWN ON THE PLANS AND MINIMIZE DISTURBANCE WITHIN THE WORK AREA WHEREVER POSSIBLE.
  5. THE CONTRACTOR SHALL COORDINATE WITH OWNER AND UTILITY SERVICE PROVIDERS THE DISCONNECTION AND REMOVAL OF ALL UTILITY SERVICES TO THE EXISTING STRUCTURES SHOWN TO BE DEMOLISHED.
  6. UTILITY RELOCATIONS TO BE COORDINATED WITH UTILITY PROVIDER.



**UTILITY NOTE**

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND INFORMATION, AND THEREFORE DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NON-EXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE FACILITIES, STRUCTURES AND UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS. THE UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES SHALL BE LOCATED IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION OR CONSTRUCTION OF IMPROVEMENTS. THESE PROVISIONS SHALL IN NO WAY ABSOLVE ANY PARTY FROM COMPLYING WITH THE UNDERGROUND FACILITY SAFETY AND DAMAGE PREVENTION ACT, CHAPTER 319 RSMo..

PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63105 PH: (636) 530-9300  
 501-5001 FAX: (636) 530-9300  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**MARKET AT OLIVE NORTH-  
 LOT B**

UNIVERSITY CITY, MISSOURI

DATE: 10/04/22



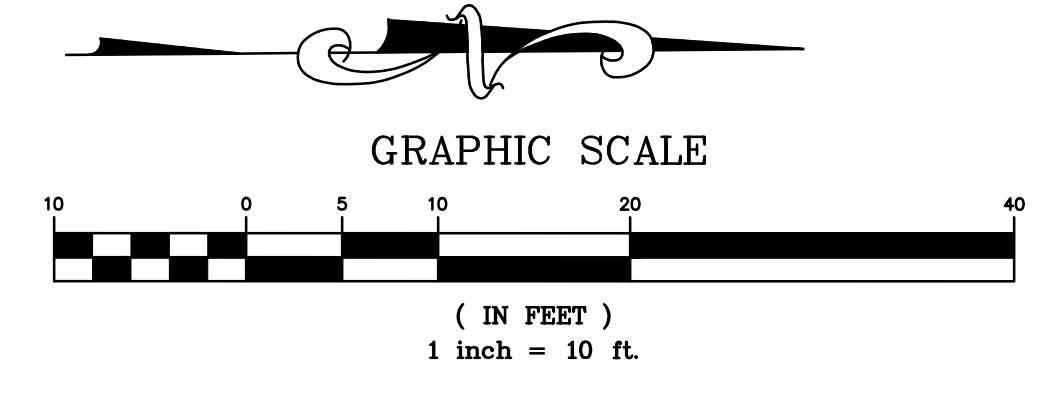
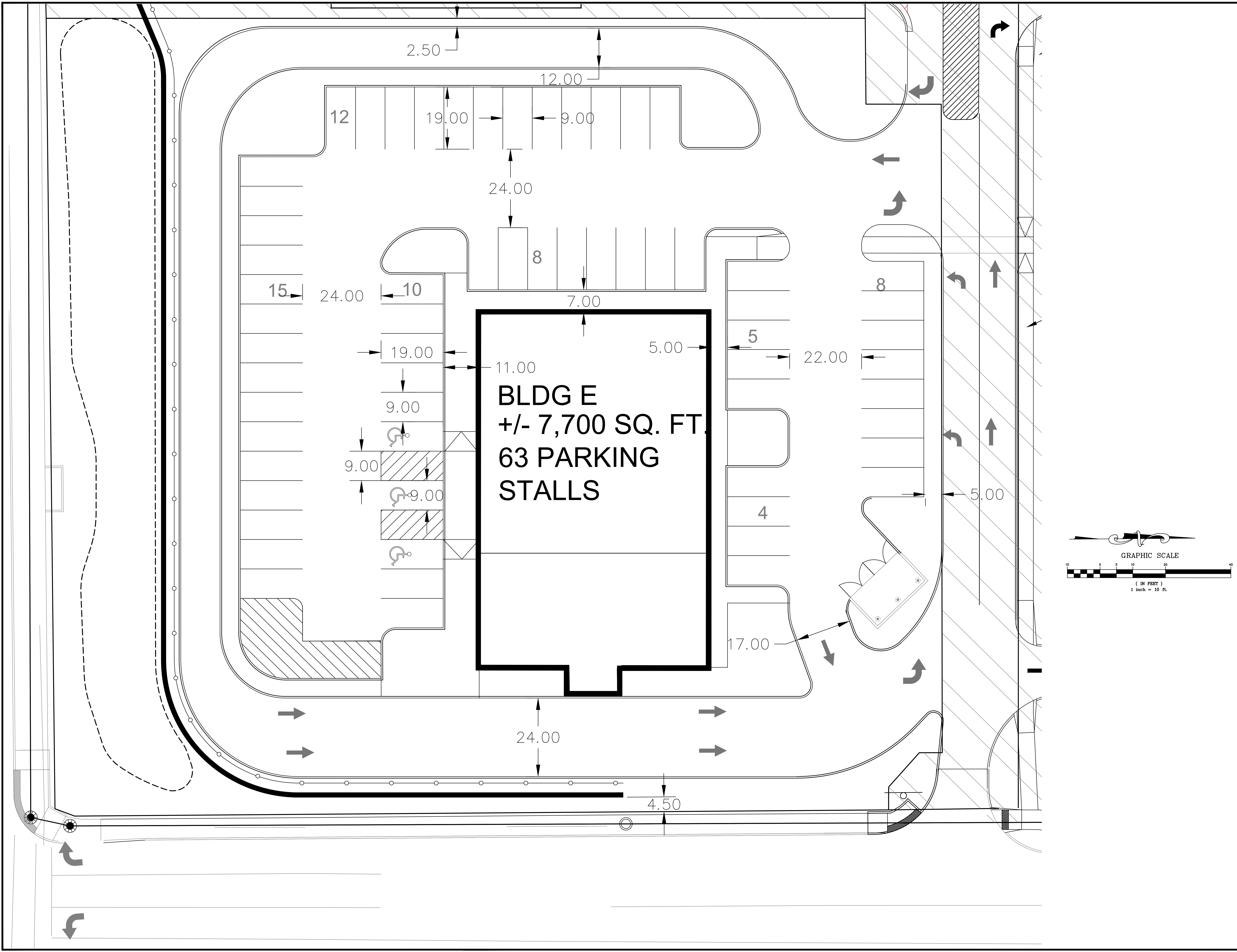
GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
KES, P # P-XXXX-XX	BASE MAP # XX
SLC, MAT # XXXX	MAT SUP. XX-XXX-XX
M.D.N.R. # XX	

SHEET TITLE:  
**EXISTING  
 CONDITIONS/  
 DEMOLITION PLAN**

SHEET NO.:  
**C3.0**



PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63105 PH: (636) 530-9000  
 530-9100 FAX: (636) 530-9030  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**MARKET AT OLIVE NORTH-**  
**LOT B**  
 UNIVERSITY CITY, MISSOURI

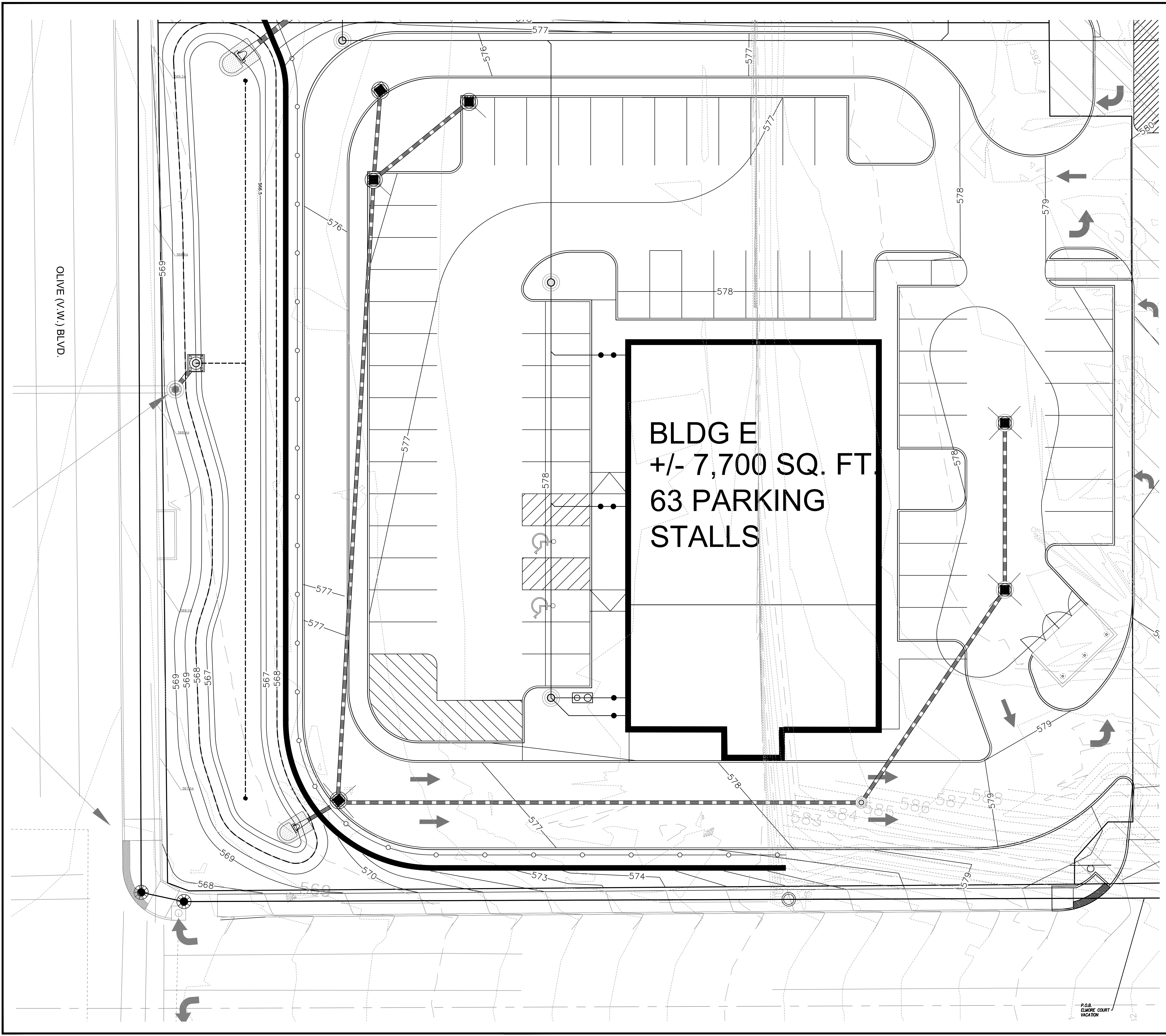
DATE: 10/04/22

GEORGE M. STOCK E-2116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

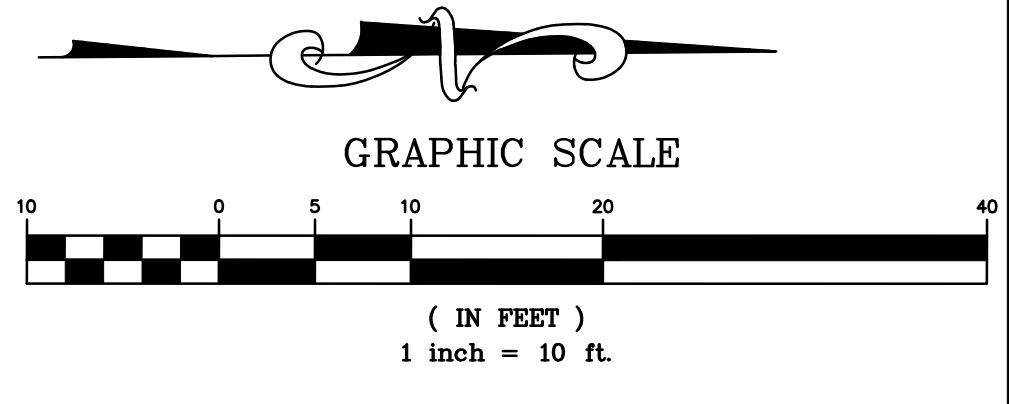
NO.	DATE	DESCRIPTION

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
REQ. P. # P-XXXX-XX	BASE MAP # XX
SLC. MAT # XXXX	MAT SUP. XX-XXXX-XX
M.D.N.R. # XX	
SHEET TITLE: <b>SITE PLAN</b>	
SHEET NO.: <b>C4.0</b>	



OLIVE (V.M.) BLVD.

**BLDG E**  
**+/- 7,700 SQ. FT.**  
**63 PARKING**  
**STALLS**



PREPARED BY:  
**STOCK & ASSOCIATES**  
 Consulting Engineers, Inc.  
 257 Chesterfield Business Parkway  
 St. Louis, MO 63105 PH: (636) 530-9300  
 530-9300 FAX: (636) 530-9300  
 e-mail: general@stockassoc.com  
 Web: www.stockassoc.com

PRELIMINARY DEVELOPMENT PLAN FOR:  
**MARKET AT OLIVE NORTH-**  
**LOT B**  
 UNIVERSITY CITY, MISSOURI

DATE: 10/04/22



GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
KEY: P # P-XXXX-XX	BASE MAP # XX
SLC MAT # XXXX	MAT SUP. XX-XXX-XX
M.D.N.R. # XX	

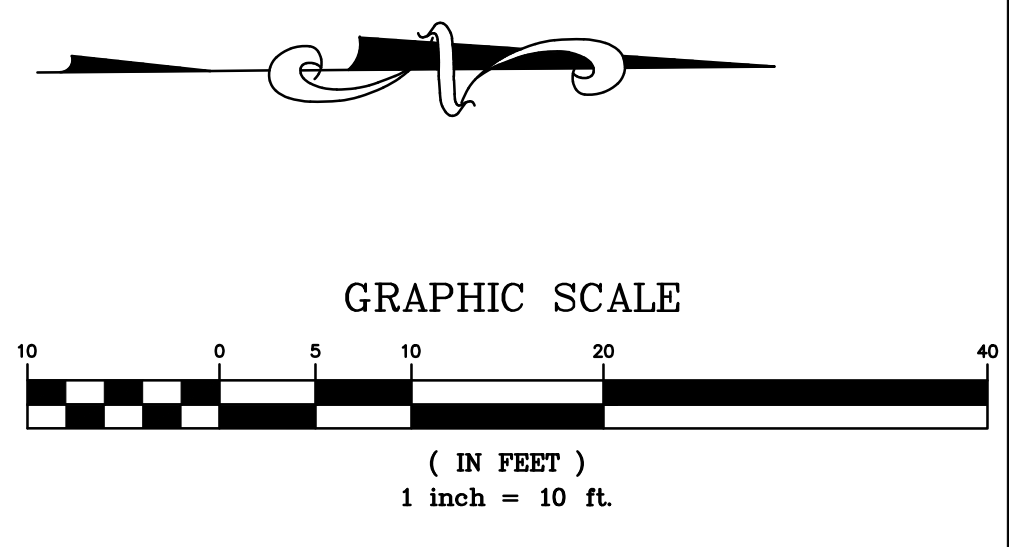
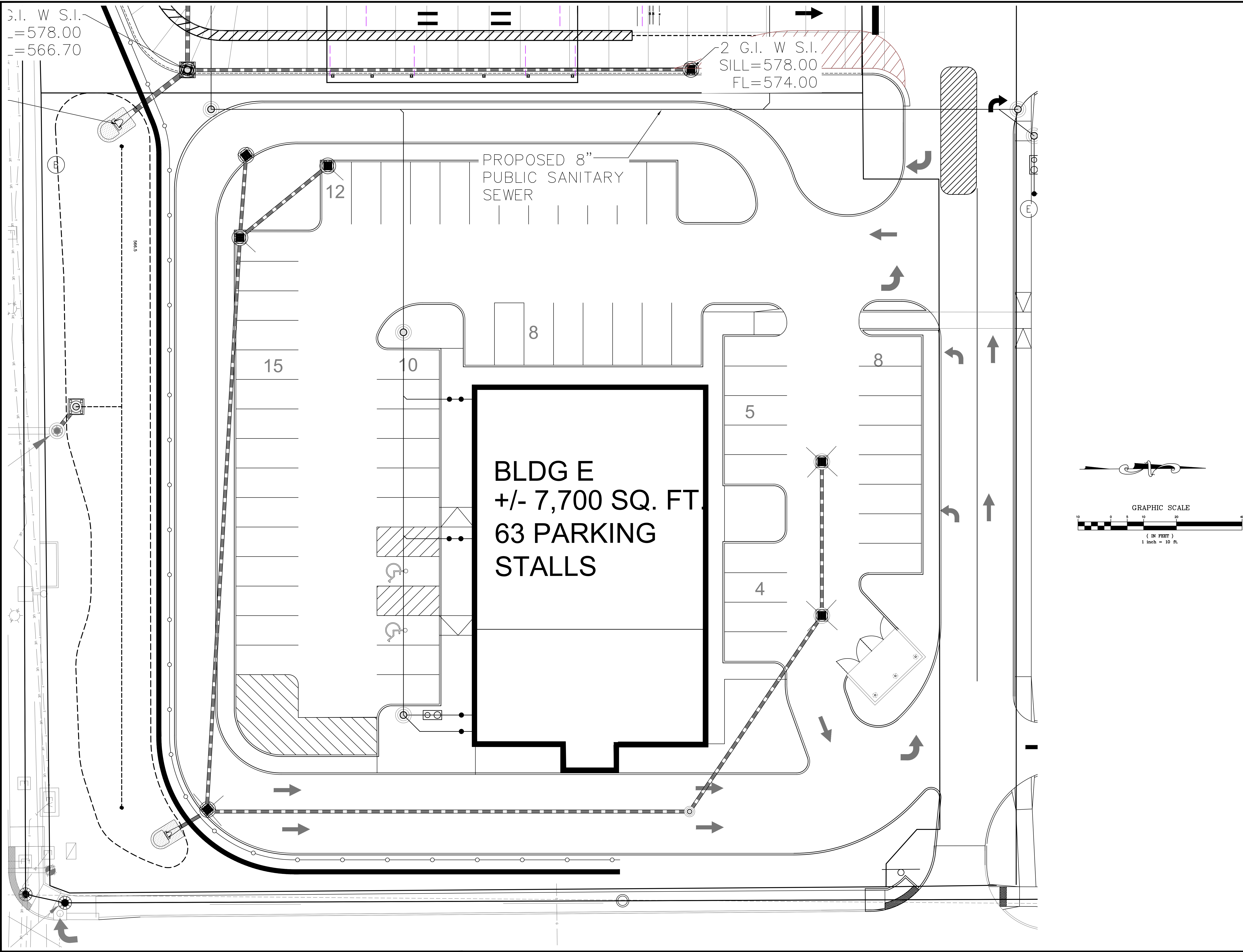
SHEET TITLE:  
**SITE & GRADING PLAN**  
 SHEET NO.:  
**C5.0**

3.1. W S.I.  
 =578.00  
 =566.70

2 G.I. W S.I.  
 SILL=578.00  
 FL=574.00

PROPOSED 8"  
 PUBLIC SANITARY  
 SEWER

**BLDG E**  
**+/- 7,700 SQ. FT.**  
**63 PARKING**  
**STALLS**



DATE: 10/04/22



GEORGE M. STOCK E-25116  
 CIVIL ENGINEER  
 CERTIFICATE OF AUTHORITY  
 NUMBER: 000996

REVISIONS:

DRAWN BY: A.M.G.	CHECKED BY: G.M.S.
DATE: 10/04/2022	JOB NO: 217-6193
KEY: P # P-XXXX-XX	BASE MAP # XX
S.L.C. HMT # XXXX	HMT SUP. XX-XXXX-XX
M.D.N.R. # XX	

SHEET TITLE:  
**SITE UTILITY  
 PLAN**

SHEET NO.:  
**C6.0**



**CITY OF UNIVERSITY CITY COUNCIL MEETING  
AGENDA ITEM**

NUMBER: <i>For City Clerk Use</i>	NB20221128-03
--------------------------------------	---------------

SUBJECT/TITLE: Kempland Bridge Grant Agreement
---

REQUESTED BY: Darren Dunkle	DEPARTMENT / WARD Public Works/3
--------------------------------	-------------------------------------

AGENDA SECTION: New Business Bill 9494	CAN ITEM BE RESCHEDULED? No
---	--------------------------------

CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval of the proposed Enabling Ordinance and signing and entering into the proposed Program Agreement for the project.
---

FISCAL IMPACT: \$963,982.00      \$771,184.00 - Grant Funds      \$192,798.00 - City Funds
---

AMOUNT: \$963,982.00	ACCOUNT No.:	12-40-90-8040
-------------------------	--------------	---------------

FROM FUND:	TO FUND:
------------	----------

EXPLANATION: This project includes the rehabilitation of the Kempland Place Road Bridge over the River Des Peres.  The Missouri Department of Transportation requires that University City execute the attached "Missouri Highways and Transportation Commission STBG Urban Program Agreement" between the Federal Highway Administration and City of University City.
---

STAFF COMMENTS AND BACKGROUND INFORMATION: The total budget for this project is \$963,982.00 The federal share will be 80% of the cost of the project, not to exceed \$771,184.00 University City's share will be the remaining cost equivalent to 20% or \$192,798.00.  The Capital Improvement Program (CIP) accounts for the related expenditures for this project under the project PWST23/25/02.
--

CIP No. PWST24/25/02.
--------------------------

RELATED ITEMS / ATTACHMENTS: 1. Missouri Highways and Transportation Commission STBG Urban Program Agreement 2. University City's Enabling Ordinance 3. Grant Application
--

LIST CITY COUNCIL GOALS (S): Improved Infrastructure
---

RESPECTFULLY SUBMITTED: City Manager, Gregroy Rose	MEETING DATE: November 28, 2022
---	------------------------------------





CCO Form: FS11  
Approved: 07/96 (KMH)  
Revised: 03/17 (MWH)  
Modified: 10/22 (MWH)

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STBG-5402(621)  
Award Year: 2023  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SURFACE TRANSPORTATION BLOCK GRANT (STBG)-URBAN PROGRAM  
AGREEMENT**

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant Program (STBG) to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5402(621) involves:

Rehabilitation of the Kempland Place Road Bridge over the River Des Peres – Bridge number 4320001.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5402(621) by the Commission is within the city limits of University City, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Kempland Place Bridge over the River Des Peres.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

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

(8) INDEMNIFICATION:

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

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

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

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

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

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

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

(11) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5402(621) or contemplated by this Agreement.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$771,184. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5402(621) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

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

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately

owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

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

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

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

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

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

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

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

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

- (A) To the City:  
6801 Delmar Boulevard  
University City, MO 63130
  
- (B) To the Commission:  
1590 Woodlake Drive  
Chesterfield, MO 63017

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

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

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

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

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

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

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

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

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

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

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

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



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

*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 on \_\_\_\_\_(DATE).

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF UNIVERSITY CITY

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

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

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

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

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

By \_\_\_\_\_  
Title \_\_\_\_\_

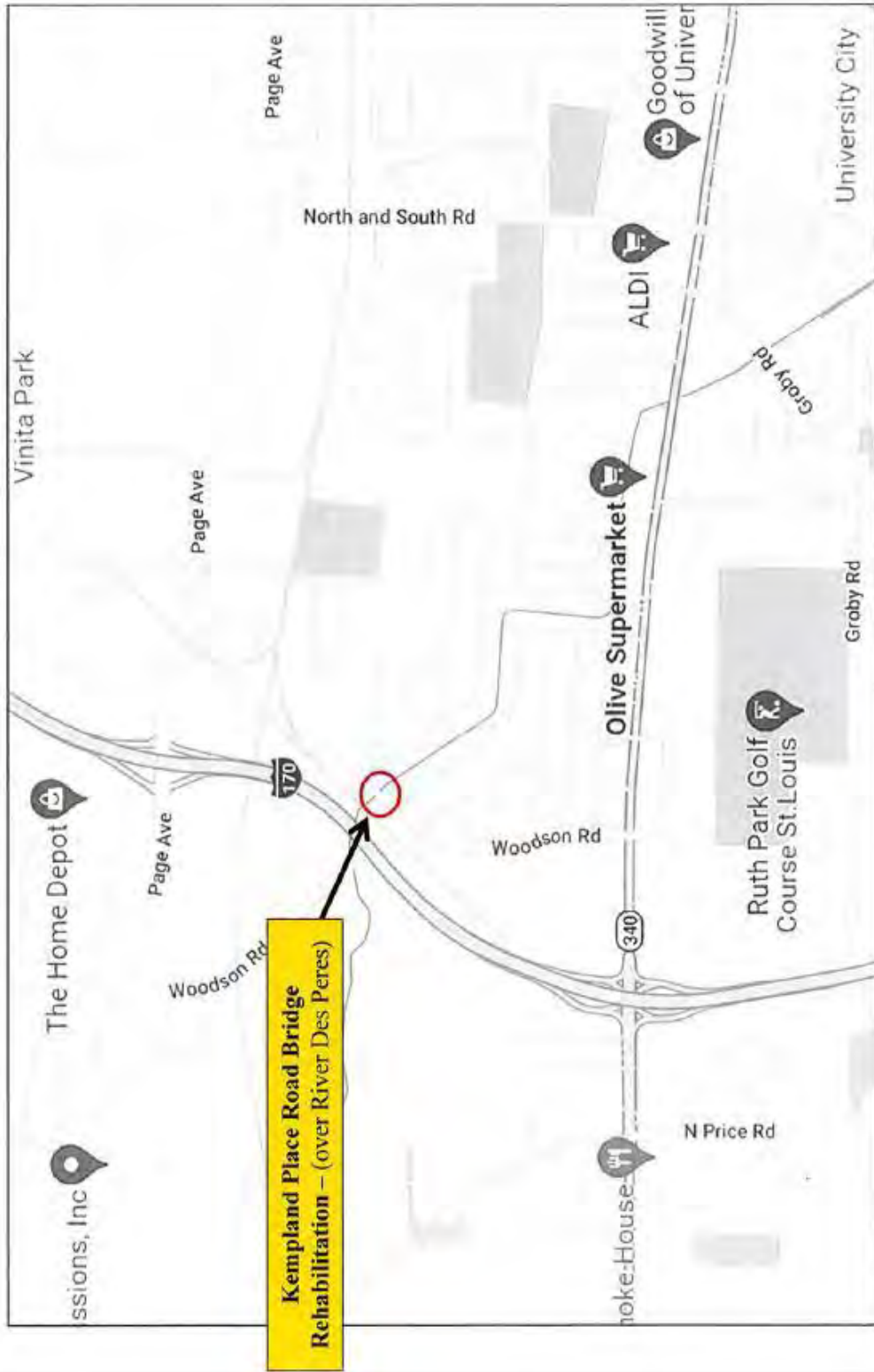
Ordinance No:\_\_\_\_\_

Exhibit A - Location of Project

City of University City – Project Location Map

**STP Project:**

- Kempland Place Road Bridge Rehabilitation Project



## Exhibit B – Project Schedule

Project Description: STBG-5402(621) Kempland Place Bridge

PROJECT DEVELOPMENT SCHEDULE			
Note: many stages can occur concurrently.			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	11/2022	02/2023	3
<b>Engineering services contract submitted and approved*</b>	04/2023	06/2023	2
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2023	12/2023	5
Public meeting/hearing	01/2024	01/2024	1
Develop and submit preliminary plans	07/2023	11/2023	4
Preliminary plans approved	12/2023	03/2024	3
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
<b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b>			
Right-of-way acquisition			
Utility coordination	09/2023	08/2024	12
Develop and submit PS&E	04/2024	08/2024	4
<b>District approval of PS&amp;E/advertise for bids*</b>	09/2024	01/2025	4
Submit and receive bids for review and approval	02/2025	04/2025	2
Project implementation/construction	05/2025	11/2025	6
* Finish date must match fiscal year for each milestone shown in <b>bold</b> text.			

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

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

## Exhibit C - Required Contract Provisions

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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



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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STBG-5402(621)  
Award Year: (2023)  
Federal Agency: Federal Highway Administration, Department of Transportation

**INTRODUCED BY:**

**DATE:**

**BILL NO. 9494**

**ORDINANCE NO.**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY OF UNIVERSITY CITY AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE KIMPLAND PLACE ROAD BRIDGE RECONSTRUCTION OVER BRANCH OF RIVER DES PERES.**

**WHEREAS**, the City of University City desires to replace the Kempland Place Bridge over the branch of Rivers Des Peres, designated as Project STBG-5402(621) by the Missouri Highway and Transportation Commission; and

**WHEREAS**, the Council has determined that it is in the best interest for the residents of the City to enter into a contract with the Missouri Highway and Transportation Commission for the replacement of the Kempland Place Bridge.

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

**Section 1.** The City Manager is hereby authorized and directed to execute on behalf of the City of University City a contract with the Missouri Highway and Transportation Commission providing for the Kempland Place Bridge Reconstruction, the terms and conditions of which are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**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 force and take effect from and after the date of its passage and approval as provided by law.

PASSED THIS \_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY

# Project Application Form



## Surface Transportation Block Grant Program

2022 Call for Projects

For the St. Louis Region

### Bridge Project Type

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Sponsoring Agency: City of University City

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Project Title: Kempland Place Road Bridge Rehabilitation

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Federal Amount Requested: \$771,184

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**Applications Due: February 10, 2022 by 4:00 pm**



**EAST-WEST GATEWAY**  
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

November 2021

[SURFACE TRANSPORTATION BLOCK GRANT PROGRAM \(STP-S\)](#)  
[BRIDGE – PROJECT APPLICATION FORM](#)

Please refer to the STP-S Project Development Workbook and the STP-S Scoring Criteria Guide for more information on the program requirements, available funding, and scoring criteria. The STP-S Project Development Workbook, STP-S Scoring Criteria Guide, and supplement materials are available on the East-West Gateway Council of Governments (EWG) [STP-S Call for Projects](#) web page.

**PLEASE NOTE:**

This project application form is for the bridge project type. There are separate project application forms for the other project types, including: road, traffic flow, safety, active transportation, transit, and freight/economic development. If your agency is interested in applying for those project types, please obtain the application form from the EWG STP-S Call for Projects web page, or contact EWG staff for more information.

The call for projects begins on **November 5, 2021** and ends on **February 10, 2022** at 4:00 pm. Applications received after the deadline will not be accepted. Submit the completed application and necessary attachments electronically to EWG at [stps@ewgateway.org](mailto:stps@ewgateway.org). Save the electronic copy as a PDF file using the following format: 2022STPS\_[Sponsor]\_[Project Name].pdf. The electronic submission must include scanned signatures and attachments. Please submit one application per email. You will receive an email confirmation within one business day of submittal. If you do not receive confirmation or have questions about the application, contact EWG staff. Note that hard copies cannot be accepted as East-West Gateway's offices are currently closed. The information provided in this application is public record.

Project sponsors wanting feedback on applications may submit a preliminary copy by **January 6, 2022** to EWG at [stps@ewgateway.org](mailto:stps@ewgateway.org). EWG staff will review the applications submitted and will return comments by email by **January 20, 2022**. If a preliminary application is submitted for feedback, a final application must still be submitted by **February 10, 2022**.

[CONTACT INFORMATION](#)

Jason Lange, TIP Coordinator  
East-West Gateway Council of Governments  
One Memorial Drive, Suite 1600  
St. Louis, MO 63102-2451  
E-mail: [stps@ewgateway.org](mailto:stps@ewgateway.org)

STP-S Call for Projects web page: <http://www.ewgateway.org/transportation-planning/transportation-improvement-program/competitive-transportation-programs/call-for-projects-stp-s/>

## PROJECT CHECKLIST AND SUBMITTAL REQUIREMENTS

The evaluation and scoring of all projects will be based on the answers provided in the application and the attachments submitted.

The materials should be submitted in the following order.

### Project Application:

- Project application fee** – ½ of one percent of federal funds requested. Make checks payable to “East-West Gateway Council of Governments” or “EWGCOG” or contact [staci.alvarez@ewgateway.org](mailto:staci.alvarez@ewgateway.org) to set up electronic funds transfer.
- Completed STP-S application**
- Scanned required signatures** – Notification of Title VI & Nondiscrimination Requirements, Financial Certification of Matching Funds, Person of Responsible Charge Certification, Right-of-Way Acquisition Certification Statement, Policy on Reasonable Progress Certification (Missouri only).

### Attachment A:

- Project location map** – depict the location of the project on a base map such as a town road map, GIS map, aerial photo, or another base map suitable to clearly show the project’s overall location. Provide on an 8 ½ x 11 page. Project location is used by EWG to determine:
  - geographic scale project categorization (i.e., ‘within community’ or ‘outside community’)
  - score for Environmental Justice
  - score for employment density
- Detailed cost estimate** – use Estimate of Project Costs excel file provided by EWG.
- Letter of permission from facility owner** – provide if sponsor does not own roadway.
- Letter of support from match source** – provide if individual, business, other local public agency, or other third-party is providing matching funds.
- Coordination letter(s)** – provide if sponsor requires coordination with other agencies to implement the project (e.g., Bi-State Development, Madison County Transit District, St. Clair County Transit District).

### Attachment B:

- Photographs** – attach photo(s) of the current bridge.
- Detailed map** – if applicable, provide a map showing:
  - community resources within ½ mile of project limits (e.g., park/trail, full service grocery store, civic building, library, health center, recreation center))
  - schools located within ½ mile of project limits
  - detour route if bridge would be closed (*see Appendix B in STP-S Scoring Criteria Guide for calculation instructions*)
- Roadway realignment diagram** – if applicable, provide a diagram showing existing and proposed vertical or horizontal realignment of the connecting roadway.
- Typical bridge section** – show details of before and after bridge improvements.
- Bridge condition** – attach state-issued inspection report or other documentation from state DOT showing bridge condition.
- Preventive maintenance activities** – provide documentation from FHWA showing its approval of proposed preventive maintenance plan. Include list showing at least the bridges that are part of the program, ADT, general condition ratings (for superstructure, substructure, deck, and culvert), maintenance activity, maintenance cost, when the structure is due for replacement, and the cost to replace the structure (in present dollars). Documentation must show that project will extend life of bridges. Required only for preventive maintenance projects.

Attachment C: (optional)

- Documentation of an approved or adopted plan, ordinance, and/or policy that supports the project** – do not attach entire plan documents, only include the necessary pages.
- Letters of support** – endorsements or petitions from associations, boards, school districts, citizens, businesses, etc. Only attach letters of support that pertain to specific project.
- Documentation of public involvement process** – public meeting minutes, newspaper clippings, press announcements, etc.

Attachment D:

- ITS architecture consistency** – submit ITS Architecture Project Consistency Statement Form provided by EWG if project includes ITS elements or modifies existing ITS.

SUBMITTAL TYPE (CHECK ONE):

- Preliminary application (for comments) – Due **January 6, 2022**
- Final application – Due **February 10, 2022**

SPONSOR INFORMATION											
Sponsoring agency:		City of University City									
Secondary sponsor agency (if applicable):											
<b>Chief Elected Official/Chief Executive Director:</b>											
Name:		Gregory Rose			Title:		City Manager				
Street address:		6801 Delmar Blvd.									
City:		University City		State:	MO	County:		St. Louis	ZIP code:		63130
<b>Project contact:</b>											
Name:		Sinan Alpaslan, P.E.			Title:		Director of Public Works				
Agency:		City of University City									
Street address:		6801 Delmar Blvd.									
City:		University City		State:	MO	County:		St. Louis	ZIP code:		63130
Phone Number:		314-505-8572			E-mail address:		salpaslan@ucitymo.org				
<b>Application contact:</b>											
Name:		David Christensen, P.E.			Phone Number:		314-220-7016				
E-mail address:		david@cochraneng.com									
PROJECT INFORMATION											
Project title:		Kempland Place Road Bridge Rehabilitation									
Project status:				Is this application request for a piece of a larger project (phase) or the entire length of project?							
<input checked="" type="checkbox"/> New project				<input type="checkbox"/> Phase							
<input type="checkbox"/> Continuation of STP-S/CMAQ/TAP project				<input type="checkbox"/> Full project							
<input type="checkbox"/> Add to existing non-federally funded project											
If project is a continuation of another project that was previously programmed in the TIP, provide TIP ID # of existing project and also explain this relationship: N/A											
If this project is a phase of a full project, how many phases are left to complete the project? Briefly explain each phase (i.e., project limits and general improvements): N/A											
Has your agency previously competed for funds for this specific project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No											
If yes, when?											
Does this project touch MoDOT or IDOT right-of-way? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, a letter of support for this project is required from the state DOT.</i>											
Does the sponsoring agency own and maintain this facility? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, a letter of support for this project is required from the facility owner.</i>											
If no, who owns the facility?											

ROADWAY INFORMATION				
Name of street or facility to be improved:	Kempland Place Road Bridge (#4320001)			
Project length (miles):	0.1			
Feature crossed (e.g., Fee Fee Creek):	River Des Peres			
Federal functional classification of road (per EWG) <sup>1</sup> :	Local			
Deck condition rating (0-9)?	6			
Superstructure condition rating (0-9)?	5			
Substructure condition rating (0-9)?	6			
Culvert condition rating, if applicable (0-9)?				
Bridge identification number (federal ID):	23777			
	<b>CURRENT:</b>		<b>DESIGN YEAR<sup>2</sup>:</b>	
Traffic volumes (AADT):	2,100	Year: 2018	2,835	Year: 2038
Identify source of AADT <sup>3</sup> :	MoDOT		MoDOT	
Speed limit of street (mph):	25		25	
Bridge width (feet):	24'-0"		24'-0"	
Deck width (curb to curb):	31'-2.4"		31'-2.4"	
Number of through lanes (both directions):	2		2	
Number of turn lanes:	0		0	
Two-way left turn lanes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Typical lane width (feet):	11'		11'	
Outside lane width (feet):	n/a		n/a	
Shoulder width (feet):	6'		6'	
On-street parking allowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Curb and gutter?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Sidewalks?	<input type="checkbox"/> One side <input checked="" type="checkbox"/> Both sides <input type="checkbox"/> None		<input type="checkbox"/> One side <input checked="" type="checkbox"/> Both sides <input type="checkbox"/> None	
Sidewalk width (feet):	5'		5'	
Existing sidewalk surface condition <sup>4</sup> :	<input checked="" type="checkbox"/> Poor <input type="checkbox"/> Fair <input type="checkbox"/> Good <input type="checkbox"/> Excellent <input type="checkbox"/> None		n/a	
On-road bicycle facility <sup>5</sup> ?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
On-road bicycle facility width:	6'		6'	
Shared-use path/sidepath?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Shared-use path/sidepath width (feet):	n/a		n/a	
Explain how the design year AADT was calculated: MoDOT estimate from the Bridge Inventory and Inspection System Non-State Structure Report				

<sup>1</sup> EWG Functional Classification maps: <http://www.ewgateway.org/transportation-planning/roadway-functional-classification/>.

<sup>2</sup> Design year is 20 years after construction.

<sup>3</sup> If source is state DOT, use data from most recent available year. If source is a count conducted by the local agency, must be within five years.

<sup>4</sup> **Poor**: the sidewalk has deep cracking and buckling, poor drainage, or a bulging surface (due to tree roots). Impassable to mobility impaired pedestrians. **Fair**: the sidewalk contains cracks or an uneven and distressed surface. Hinders mobility of the average pedestrian. **Good**: the sidewalk is free from significant cracking, buckling, or gravel surfaces. Unlikely to hinder mobility of the average pedestrian. **Excellent**: the sidewalk is in like new condition and contains no cracking or buckling. Does not hinder mobility of the average pedestrian. **None**: no sidewalk is present.

<sup>5</sup> On-road bicycle facility includes: bike lanes (separated, buffered, and standard). Shared-lane markings (sharrows) and share the road/bikes may use full lane signage are not bicycle facilities. View the EWG Bicycle Planning Guide for a description on bicycle facilities: [https://www.ewgateway.org/wp-content/uploads/2018/07/BicyclePlanningGuide\\_June2018.pdf](https://www.ewgateway.org/wp-content/uploads/2018/07/BicyclePlanningGuide_June2018.pdf).



**LAND ACQUISITION INFORMATION**

Status of right-of-way acquisition (all properties, permanent and/or temporary easements, Temporary Slope Construction License (TSCL), and other rights-of-way):

- All acquired or none needed
- In process
- Not started

If applicable, list the number of parcels to be acquired (all properties, permanent and/or temporary easements, TSCL, and other rights-of-way):

N/A - this is a rehabilitation project.

If any residential or commercial displacements are anticipated, give details on how many and if they are residential and/or commercial:

N/A

Right-of-way acquisition by: N/A

Right-of-way condemnation by: N/A

Will the project traverse any public property, such as a public park that has used federal funds (e.g., Land and Water Conservation Funds) in the past?

- Yes  No  Unknown

**UTILITY COORDINATION**

**Note:** *project sponsor must coordinate with utilities prior to construction.*

Will the project involve any coordination with utilities?

- Yes  No

*If yes, check the appropriate box to select the type of utility. Then give the names of the utility companies.*

<input type="checkbox"/> Electric	
<input type="checkbox"/> Phone	
<input type="checkbox"/> Gas	
<input type="checkbox"/> Water	
<input type="checkbox"/> Cable TV	
<input type="checkbox"/> Storm sewer	
<input type="checkbox"/> Sanitary sewer	
<input type="checkbox"/>	
<input type="checkbox"/>	

Give details concerning potential utility conflicts, problems, or issues:

Since there are no utilities within the project limits, there will be no utility conflicts.

Utility coordination completed by: N/A

Designed by: N/A

Inspected by: N/A

**RAILROAD COORDINATION**

Does the project traverse any property owned by a railroad?

 Yes  No

Is there a railroad within 500' of project limits?

 Yes  No

Name of railroad:

Number of crossings impacted:

Are the crossings active?

 Yes  No

Width of crossing:

What is the crossing type?

- Timber  
 Rubberized  
 Asphalt  
 Concrete  
 Other

Describe other:

**PROJECT MAINTENANCE**

List any regular maintenance tasks anticipated over the next 25 years:

Snow Removal

Estimated annual cost to maintain facility and funding source(s):

The cost to run the plows over the bridge will be negligible.

**AMERICANS WITH DISABILITIES ACT**Under the 1990 Americans with Disabilities Act (ADA), Title II requires public entities with more than 50 employees to complete a self-evaluation and create an effective ADA transition plan<sup>6</sup>.

Does your local public agency have more than 50 employees?

 Yes  No

If yes, does your agency have an adopted ADA transition plan?

 Yes  No

If your agency has an ADA transition plan, when was it adopted?

December 31, 2018

If ADA transition plan is not adopted, when is it expected to be adopted?

<sup>6</sup> FHWA Questions and Answers about ADA/Section 504: [https://www.fhwa.dot.gov/civilrights/programs/ada/ada\\_sect504qa.cfm](https://www.fhwa.dot.gov/civilrights/programs/ada/ada_sect504qa.cfm).

## PROJECT DESCRIPTION

Define the **scope** and **specific elements** of the project. Describe current conditions / problems / issues that the project will address. Be as specific as possible.

Purpose - MoDOT's Non-State Structure Inspection Report states that this bridge, has a sufficiency rating of 67.8%. In accordance with EWG's Guidance Document for STP-S Project Evaluation, the rating of the Superstructure condition of a 5 categorizes it as eligible for rehabilitation funding. In summary, the report shows the following bridge deficiencies rating condition scores: 1) deck condition rating is listed as a 6-satisfactory condition; 2) superstructure condition rating is listed as a 5-fair condition; 3) substructure condition rating is listed as a 6-satisfactory condition; 4) channel condition rating is listed as 6-widespread minor damage. This bridge currently has a rated load limit of 35 tons, and classified as a structurally deficient structure.

This project includes the rehabilitation of the Kempland Place Road Bridge over the River Des Peres, bridge no. 4320001, which was built in 1950.

The scope of work includes: 1) clearing and grubbing; 2) removal of improvements; 3) earthwork; 4) traffic control; 5) removal of bridge superstructure 6) traffic control; 7) substructure widening and repair; 8) superstructure replacement; 9) steel wide flange beams-remove/repair/replace; and 10) pavement striping as necessary.

**PREVENTIVE MAINTENANCE**

*Note: complete only if preventive maintenance activity is proposed.*

How many bridges are proposed? | N/A

How will the preventive maintenance activities extend the life of the bridge structures?

N/A

Have the preventive maintenance activities been approved by FHWA?

Yes  No

**COMMUNITY SUPPORT**

Describe the public involvement activities to date on the proposed project:

### PROJECT DEVELOPMENT SCHEDULE

Note: many stages can occur concurrently.

Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	11/2022	02/2023	3
<b>Engineering services contract submitted and approved*</b>	04/2023	06/2023	2
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2023	12/2023	5
Public meeting/hearing	01/2024	01/2024	1
Develop and submit preliminary plans	07/2023	11/2023	4
Preliminary plans approved	12/2023	03/2024	3
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
<b>Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*</b>			
Right-of-way acquisition			
Utility coordination	09/2023	08/2024	12
Develop and submit PS&E	04/2024	08/2024	4
<b>District approval of PS&amp;E/advertise for bids*</b>	09/2024	01/2025	4
Submit and receive bids for review and approval	02/2025	04/2025	2
Project implementation/construction	05/2025	11/2025	6

\* Finish date must match fiscal year for each milestone shown in **bold** text.

### FINANCIAL PLAN

Note: federal participation for a phase of work must not exceed 80% in Missouri for all phases of work and 80% in Illinois for construction/construction engineering phase only. In Illinois, PE and right-of-way must be paid with local funds.

Activity <sup>7</sup>	Starting Federal Fiscal Year <sup>8</sup>	Total Phase Cost	STP-S Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2023	\$ 95,601	\$ 76,480	\$ 19,121	20.00%
Right-of-Way	FY 2024	\$ 0			0.00%
Construction Engineering	FY 2025	\$ 71,701	\$ 57,360	\$ 14,341	20.00%
Construction / Implementation	FY 2025	\$ 796,680	\$ 637,344	\$ 159,336	20.00%
<b>TOTAL PROJECT COST</b>		<b>\$ 963,982</b>	<b>\$ 771,184</b>	<b>\$ 192,798</b>	<b>20.00%</b>

Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:

Franklin County Capital Improvement Fund

<sup>7</sup> Illinois: construction/construction engineering funds are available in FY 2026.

Missouri: preliminary engineering funds are available in FY 2023 or FY 2024, right-of-way in FY 2024 or FY 2025, and construction/construction engineering in FY 2025 or FY 2026. Note: FY 2025 construction/construction engineering must be less than \$1 million federal.

<sup>8</sup> Fiscal years are federal fiscal years (October 1 through September 30).

**SAFETY**

Length of detour (in miles) if bridge was closed:  
**Note:** see Appendix B in STP-S Scoring Criteria Guide for calculation instructions.

0.6 miles, map with calculations is attached

**MULTIMODAL**

Does the proposed project incorporate any of the following bicycle-related improvements?

- Separated bike lane/cycle track/protected bike lane
- Shared-use path/trail
- Buffered bike lane
- Standard bike lane (not buffered)
- Marked shared roadway (shared-lane markings, "sharrow")
- Paved shoulder
- Other
- None

Describe the bicycle-related improvements (including 'other') in detail:

Does the proposed project incorporate any of the following pedestrian-related improvements?

- New sidewalks (where none currently exist)
- Sidewalk spot slab improvements
- Sidewalk reconstruction
- Construction of new curb ramps (where none currently exist)
- Curb ramp reconstruction
- Railing or protective screening/concrete barrier
- Pedestrian-scale lighting (e.g., glare shielded, lower height (12' to 16'), in-pavement)
- Other
- None

Describe the pedestrian-related improvements (including 'other') in detail:

Is the project within ½ mile of a school (grades K-12 and college/university)?

- Yes  No

If yes, identify the school(s):

Is the project within ½ mile of a community resource (e.g., park/trail, full service grocery store, civic building, library, health center, recreation center)?

Yes  No

If yes, identify all community resources (planned or existing):

Metrolink Bus Stops #33 and #91, Greensfelder Park, City of Life Christian Church, Fogerty Park, New City Fellowship Church, and the many businesses along the Olive Road Business District corridor.

### INTERMODAL CONNECTIONS

Does the facility have a posted weight limit?

Yes  No

If yes, what is the posted weight limit? | 35

## NOTIFICATION OF TITLE VI & NONDISCRIMINATION REQUIREMENTS

### Title VI

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. §§ 2000d *et seq.*
- B. All requirements imposed by or pursuant to the Code of Federal Regulations, Title 49: Transportation, Subtitle A: Office of the Secretary of Transportation, Part 21: *Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.*

As part of federal requirements, a recipient of funds from DOT must ensure that it has written policies and procedures in place to ensure nondiscrimination in its programs, up to and including, developing a Title VI Plan.

### Nondiscrimination

A recipient of any federal funds from the U.S. Department of Transportation (“DOT”) must comply with federal statutes, regulations, executive orders, and other pertinent directives that govern nondiscrimination in federally assisted programs. Below is a list of the statutes and regulations that may apply to a recipient’s program; however, other federal requirements regarding nondiscrimination may be imposed by DOT.

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and implementing regulations at 49 CFR Part 21 – *Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act.*
- B. The equal employment opportunity provisions of 49 U.S.C. § 5332 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, and implementing regulations, including;
  - 1. 41 CFR Part 60 – *Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.*
- C. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and implementing regulations at 49 CFR Part 25 – *Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance.*
- D. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101 *et seq.*, and implementing regulations, including:
  - 1. 49 CFR Part 27—*Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.*
  - 2. 49 CFR Part 37—*Transportation Services for Individuals with Disabilities (ADA).*
  - 3. 36 CFR Part 1192 and 49 CFR Part 38—*Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles.*
  - 4. 28 CFR Part 35—*Nondiscrimination on the Basis of Disability in State and Local Government Services.*
  - 5. 28 CFR Part 36—*Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities.*
  - 6. 41 CFR Subpart 101 – 119—*Accommodations for the Physically Handicapped.*
  - 7. 29 CFR Part 1630—*Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act.*
  - 8. 47 CFR Part 64, Subpart F—*Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled.*
  - 9. 36 CFR Part 1194—*Electronic and Information Technology Accessibility Standards.*



- 10. 49 CFR Part 609—*Transportation for Elderly and Handicapped Persons*.
- 11. Federal civil rights and nondiscrimination directives implementing those federal laws and regulations, unless the federal government determines otherwise in writing.
- E. The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*
- F. The Age Discrimination in Employment Act, 29 U.S.C. §§ 621 through 634, and implement regulations of the U.S. Equal Employment Opportunity Commission at 29 CFR Part 1625—*Age Discrimination in Employment Act*.
- G. The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2.
- H. Executive Order 12898—*Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*, 42 U.S.C. § 4321 note, and DOT Order 5620.3 at Federal Register Vol. 62 No. 18377—*Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations*.
- I. Executive Order 13166 – *Improving Access to Services for Persons with Limited English Proficiency*, 42 U.S.C. § 2000d – 1 note, and implementing policy guidance at Federal Register Vol. 70 No. 74087—*DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Person*.

By submitting its application as part of the TIP process and signing below, the Project Sponsor certifies that it has reviewed the federal requirements regarding nondiscrimination in federally assisted programs and believes that the Project Sponsor complies with the required policies and procedures.

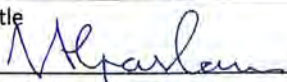
Also, the Project Sponsor acknowledges its understanding that if the Project Sponsor does not have the required policies and procedures in place prior to federal funds being obligated, then the Project Sponsor's project may become ineligible for federal funding.

Sinan Alpaslan, P.E. \_\_\_\_\_

Name (print)

Director of Public Works \_\_\_\_\_

Title

 \_\_\_\_\_

Signature

2-7-2022 \_\_\_\_\_

Date

**FINANCIAL CERTIFICATION OF MATCHING FUNDS**

This is to ensure sufficient funds are available to pay the non-federal share of project expenditures for the following project to be funded under the provisions of the Fixing America's Surface Transportation (FAST) Act.

Project Title: Kempland Place Rd Bridge Rehabilitation

Local Match Amount: \$192,798

Sponsoring Agency: City of University City

**Chief Elected Official (or Chief Executive Officer):**

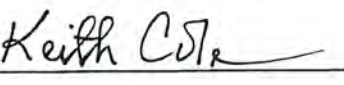
Name (print): Gregory Rose, City Manager

Signature: 

Date: 2/7/22

**Chief Financial Officer:**

Name (print): Keith Cole, Director of Finance

Signature: 


Date: 2/7/22

## PERSON OF RESPONSIBLE CHARGE CERTIFICATION

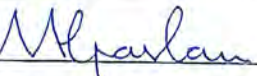
The key regulatory provision, 23 CFR 635.105 – Supervising Agency, provides that the State Transportation Agency (STA) is responsible for construction of federal-aid projects, whether it or a local public agency (LPA) performs the work. The regulation provides that the STA and LPA must provide its full-time employee to be in “responsible charge” of the project.

The undersigned employee(s) of the Project Sponsor will act as person of responsible charge. If at any point the employee leaves the LPA, the LPA is responsible for finding a suitable replacement and notifying EWG. If the person of responsible charge is found to not be a full-time employee of the LPA, it will result in the loss of federal funds for this project. One employee can act as person of responsible charge for all three phases. All three phases must be signed.

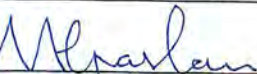
### Person of Responsible Charge – Design Phase

Name (print): Sinan Alpaslan, P.E.  
Title: Director of Public Works Email: salpaslan@ucitymo.org  
Signature:   
Date: 2-7-2022

### Person of Responsible Charge – Right-of-Way Acquisition Phase

Name (print): Sinan Alpaslan, P.E.  
Title: Director of Public Works Email: salpaslan@ucitymo.org  
Signature:   
Date: 2-7-2022

### Person of Responsible Charge – Construction/Implementation Phase

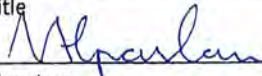
Name (print): Sinan Alpaslan, P.E.  
Title: Director of Public Works Email: salpaslan@ucitymo.org  
Signature:   
Date: 2-7-2022

**RIGHT-OF-WAY ACQUISITION CERTIFICATION STATEMENT**

The State Department of Transportation and the Federal Highway Administration (FHWA) have the right and responsibility to review and monitor the acquisition procedures of any federally funded transportation project for adherence to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Those projects found in non-compliance may jeopardize all or part of their federal funding.

A. The Project Sponsor hereby certifies that any right-of-way, and/or permanent or temporary easements necessary for this project, obtained prior to this application, were acquired in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

B. The Project Sponsor also certifies that any additional right-of-way, and/or permanent or temporary easements, subsequently required to complete the project, will be acquired according to The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Sinan Alpaslan, P.E.  
\_\_\_\_\_  
Name (print)  
Director of Public Works  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Signature  
2-7-2022  
\_\_\_\_\_  
Date

**POLICY ON REASONABLE PROGRESS CERTIFICATION – MISSOURI SPONSORS ONLY**

Following on the next page is a copy of the policy on reasonable progress adopted by the East-West Gateway Council of Governments Board of Directors.

The undersigned representative of the Project Sponsor hereby certifies that s/he has read this policy and understands its requirements. The representative acknowledges that failure to meet all of the reasonable progress requirements could result in federal funds being revoked and returned to the regional funding pool, as dictated by the policy.

Sinan Alpaslan, P.E. \_\_\_\_\_

Name (print)

Director of Public Works \_\_\_\_\_

Title

*Alpaslan* \_\_\_\_\_

Signature

2-7-2022 \_\_\_\_\_

Date

## POLICY ON REASONABLE PROGRESS – MISSOURI SPONSORS ONLY

### Reasonable Progress

For projects or programs included in the Transportation Improvement Program (TIP), “reasonable progress” will have been made if the project has advanced to the point of obligating all federal funds programmed for that project in the current fiscal year, regardless of the phase of work (*i.e., preliminary engineering, right-of-way acquisition, or plans, specifications, and estimates*). If a project fails to obligate the programmed federal funds by September 30 of the current year, the funding will be forfeited and returned to the regional funding pot. Actual progress toward implementation is measured against the schedule submitted by the Project Sponsor in the project application.

### Policy Procedures and Enforcement

Projects that do not obligate all federal funds by the Board-approved suspense date will be removed from the TIP and the federal funds associated with those projects will be returned to the regional funding pool for redistribution. The removal of projects from the TIP will require no further Board action and the sponsor will have to repay any federal funds already spent if the funding is forfeited.

If a project is realizing delays that will put the federal funding at risk of forfeiture (*i.e., not meet a September 30 deadline*), the Project Sponsor will have the opportunity to ask for consideration of a “one-time extension” in their project schedule. The one-time extension can only be requested for the implementation/construction phase of the project. The extension request will only be considered once a year, and has to be made before June 1 of the current fiscal year of the TIP.

To be considered for this extension the Project Sponsor has to demonstrate on all counts: a) the delay is beyond their control and the sponsor has done due diligence in progressing the project; b) federal funds have already been obligated on the project or in cases that no federal funds are used for PE and/or ROW acquisition, there has been significant progress toward final plan preparation; and c) there is a realistic strategy in place to obligate all funds.

One-time extensions of up to three (3) months may be granted by EWG staff and one-time extensions greater than three (3) months, but not more than nine (9) months, will go to the Board of Directors for their consideration and approval. Projects requesting schedule advancements will be handled on a case-by-case basis, subject to available funding, and are subject to the Board-adopted rules for TIP modifications.

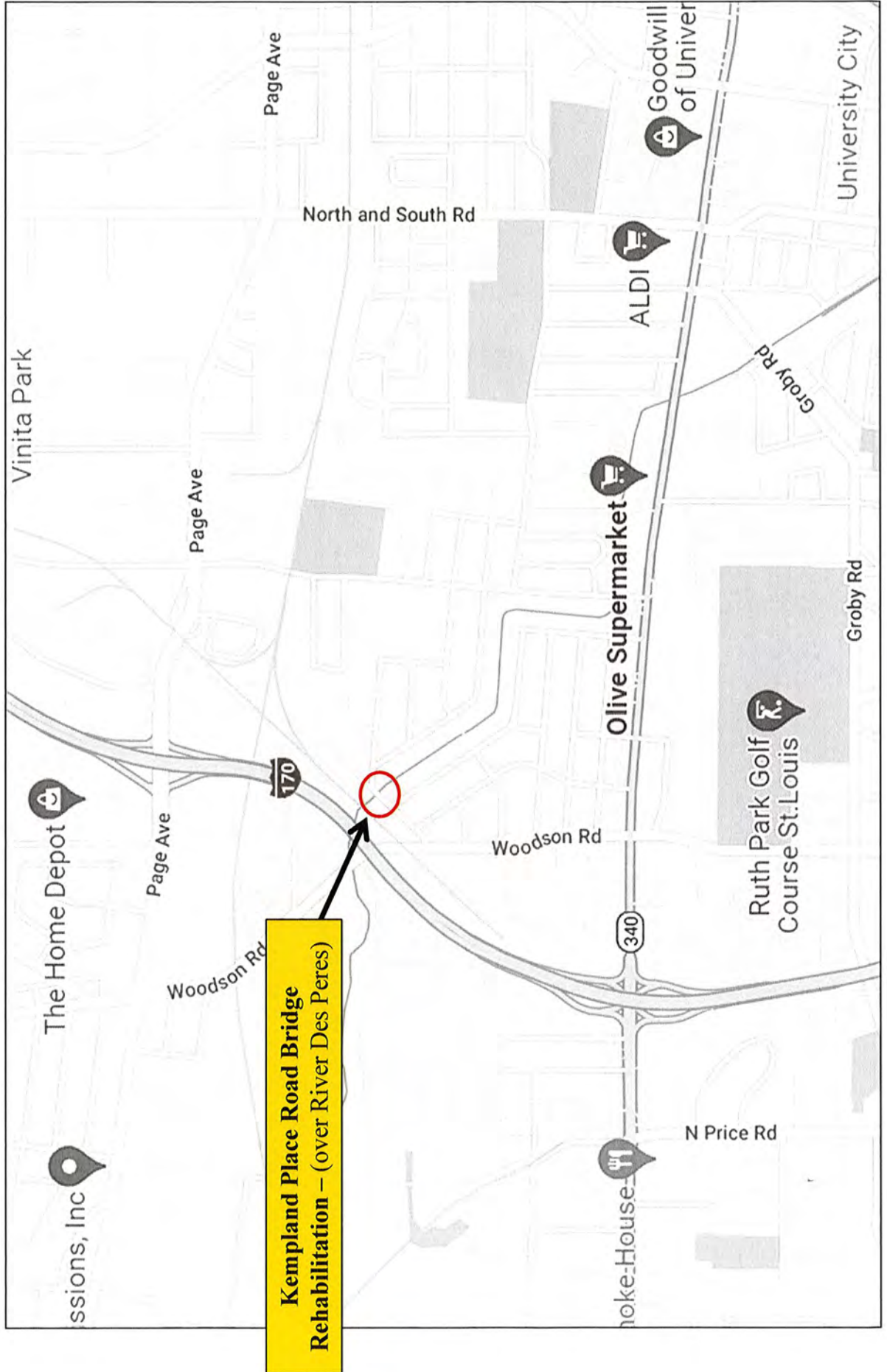
### Project Monitoring

An extensive monitoring program has been developed to help track programmed projects and ensure that funding commitments and plans are met. Monthly tracking reports are developed and posted on the EWG website, utilizing project information provided by the Project Sponsor, IDOT, and MoDOT district offices. Additionally, project sponsors are contacted at least every three (3) months by EWG staff for project status updates

# City of University City – Project Location Map

## STP Project:

- Kempland Place Road Bridge Rehabilitation Project











**University City, Missouri**  
**Kempland Place Bridge Replacement**  
 Preliminary Construction Cost Estimate  
 Bridge No. 4320001

**Bridge Rehabilitation**

**Bridge Width = 34'-0" Curb to Curb plus 5'-6" sidewalk each side**

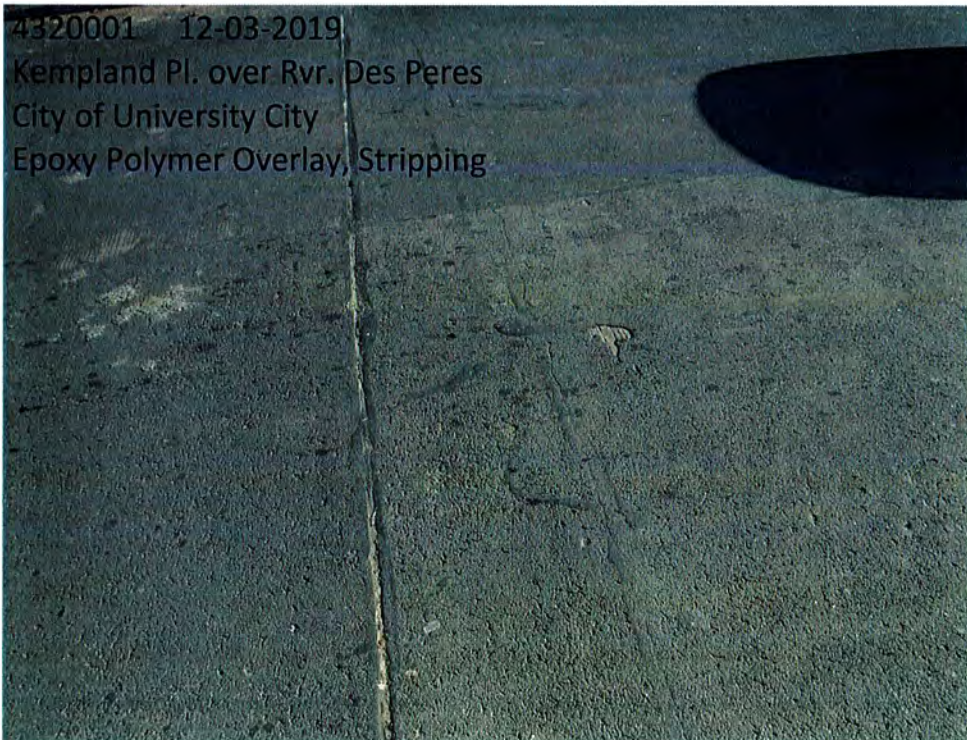
Bid No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	Clearing and Grubbing	AC	1	\$10,000.00	\$10,000.00
2	Removal of Improvements	LS	1	\$15,000.00	\$15,000.00
3	Earthwork	LS	1	\$5,000.00	\$5,000.00
4	Pavement	SY	200	\$75.00	\$15,000.00
5	Traffic Control	LS	1	\$15,000.00	\$15,000.00
6	Mobilization	LS	1	\$50,000.00	\$50,000.00
7	Restoration	LS	1	\$5,000.00	\$5,000.00
8	Erosion Control	LS	1	\$3,000.00	\$3,000.00
9	Utility Relocation	LS	1	\$30,000.00	\$30,000.00
10	R/W Allowance	LS	1	\$15,000.00	\$15,000.00
10	Excavation for Structure	LS	1	\$40,000.00	\$40,000.00
11	Removal of Bridge Superstructure	SY	180	\$120.00	\$21,600.00
12	Bridge Approach Slab	SY	113	\$300.00	\$34,000.00
13	Pedestrian Fence	LF	142	\$200.00	\$28,400.00
14	Slope Protection	LS	1	\$10,000.00	\$10,000.00
15	Substructure - Widening and Repair	LS	1	\$90,000.00	\$90,000.00
16	Superstructure Replacement	SY	276	\$325.00	\$89,700.00
17	Steel Wide Flange Beams - Remove, Repair and Replace	EA	72	\$2,600.00	\$187,200.00
<b>Construction Sub-Total =</b>					<b>\$663,900.00</b>
<b>Contingencies at 20% =</b>					<b>\$132,780.00</b>
<b>Construction Total =</b>					<b>\$796,680.00</b>
<b>Design Engineering =</b>					<b>\$95,601.60</b>
<b>Construction Inspection =</b>					<b>\$71,701.20</b>
<b>Project Total =</b>					<b>\$963,982.80</b>

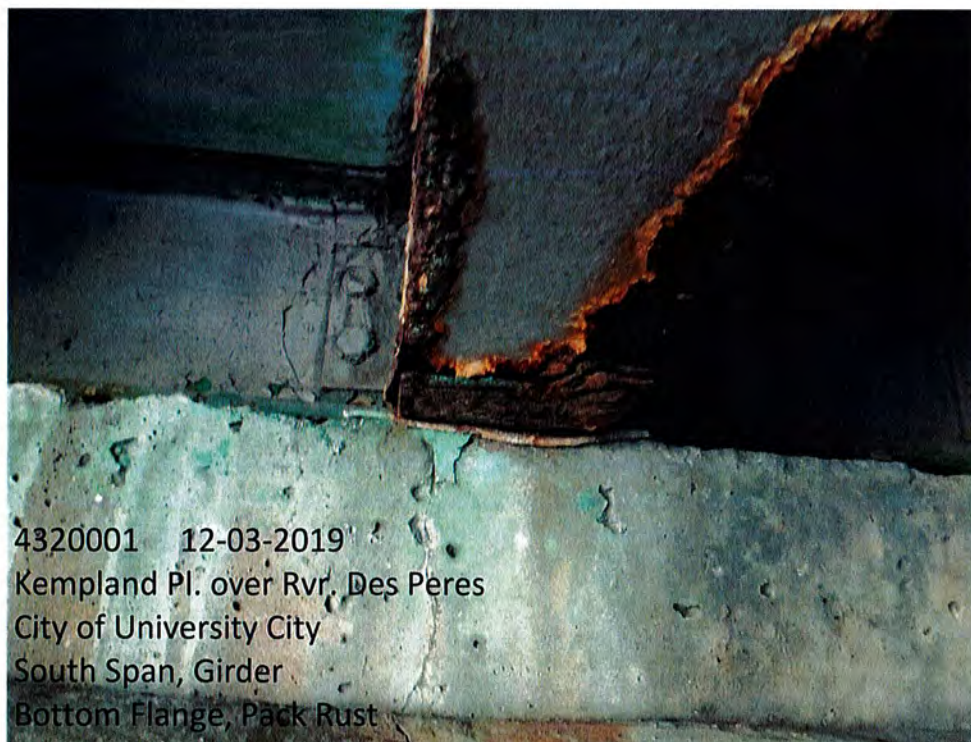
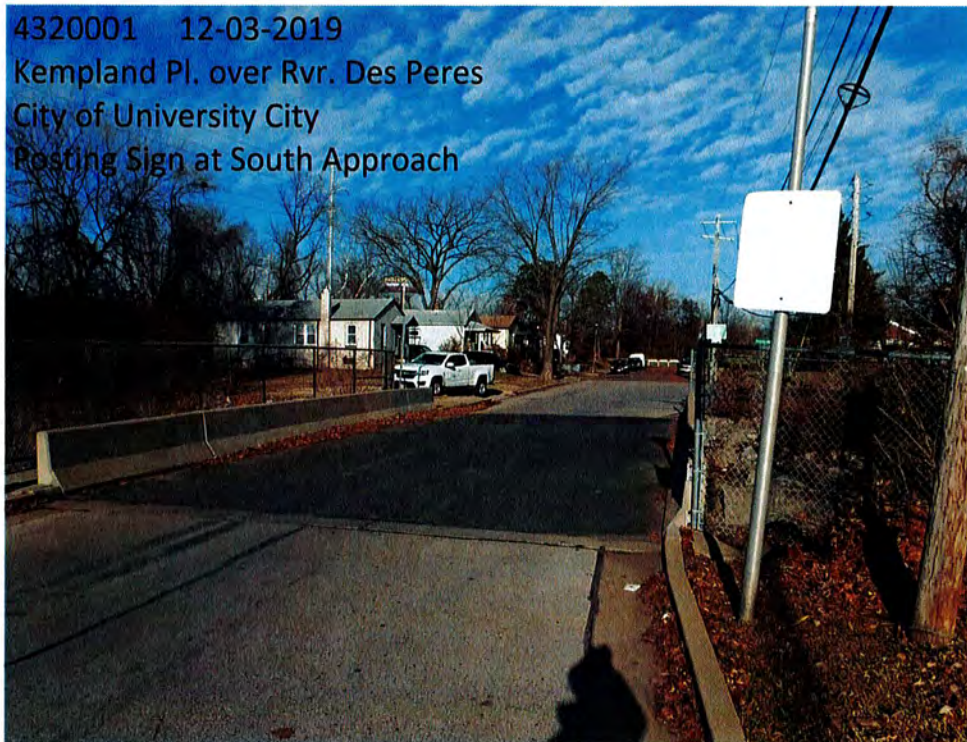
Federal Share @ 80% = \$771,186

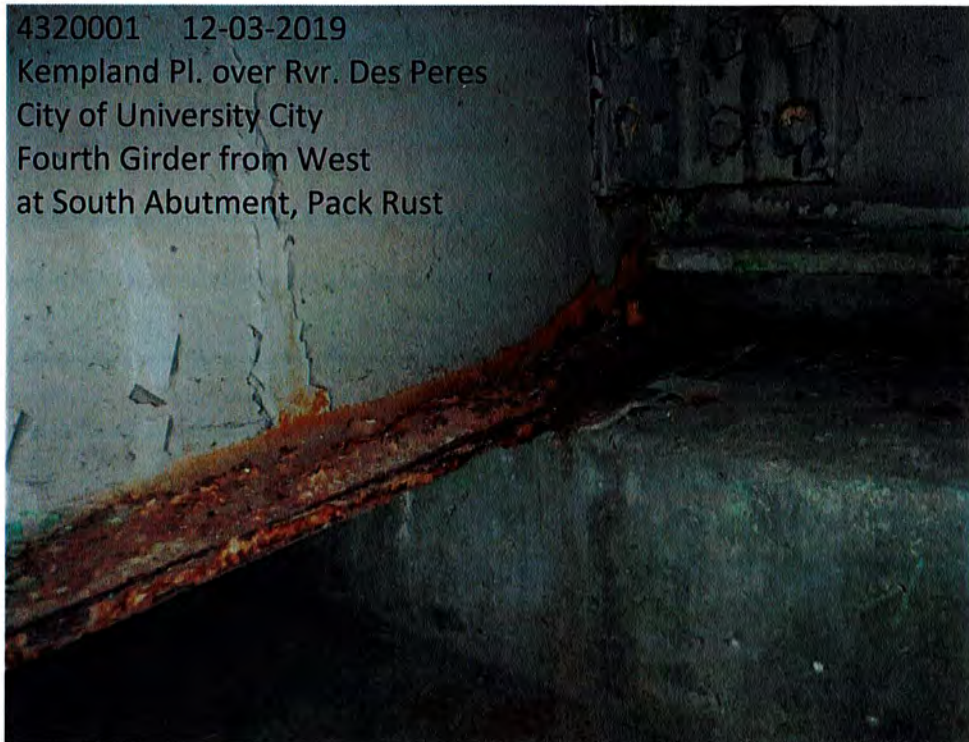
Local Share @ 20% = \$192,797

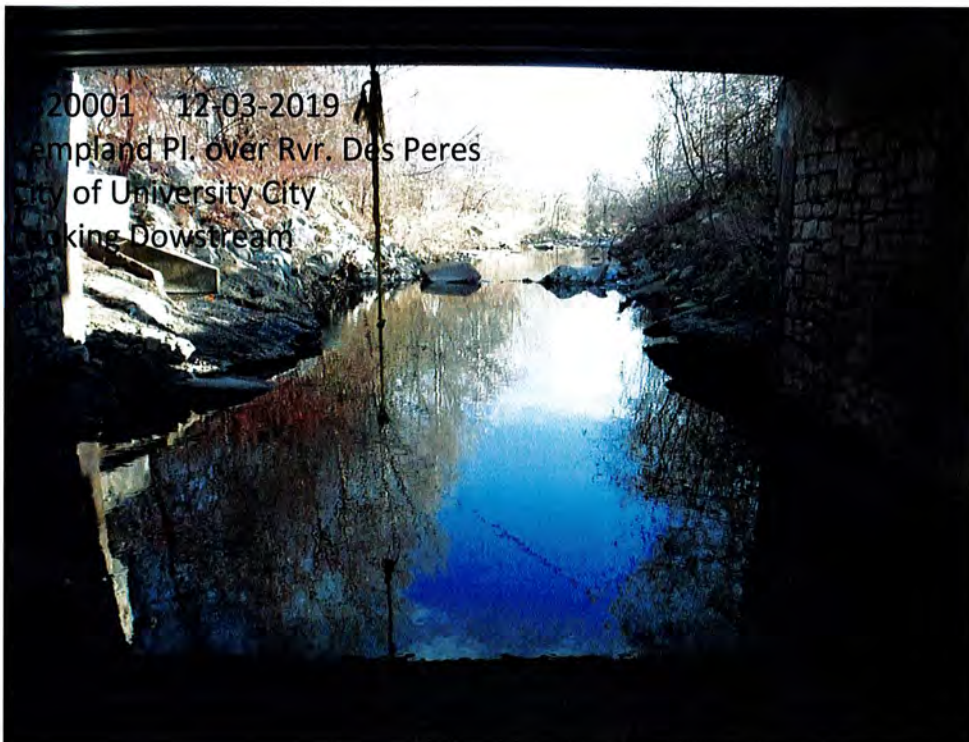
EWGCC Application Fee (1/2% of Federal Funds Requested) = \$3,856













4320001 12-03-2019  
Kempland Pl. over Rvr. Des Peres  
City of University City  
North Intermediate Box



4320001 12-03-2019  
Kempland Pl. over Rvr. Des Peres  
City of University City  
Fifth Girder From West  
at North Abutment, Pack Rust

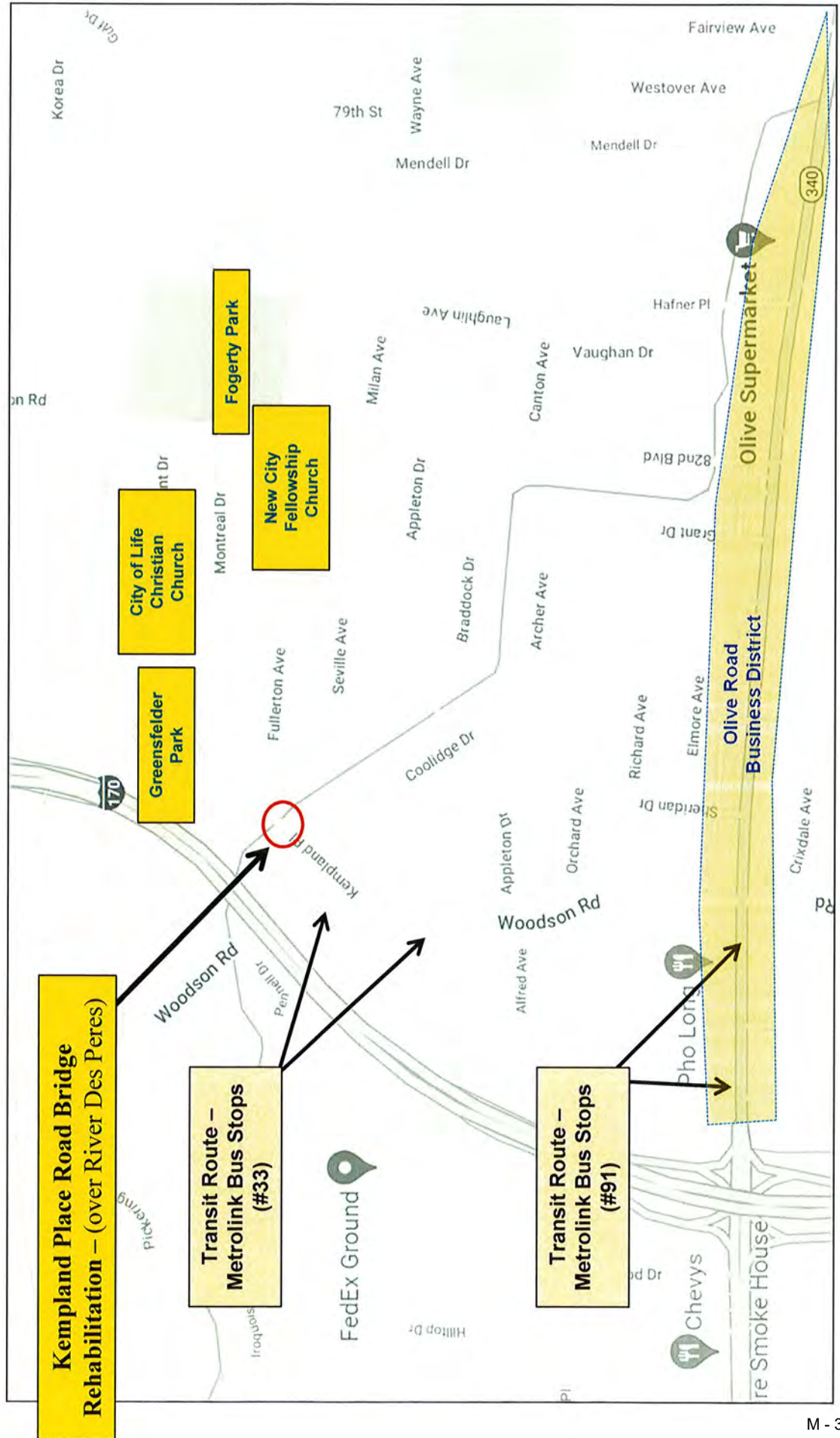




# City of University City – Detailed Map

## STP Project – Kempland Place Road Bridge Rehabilitation Project

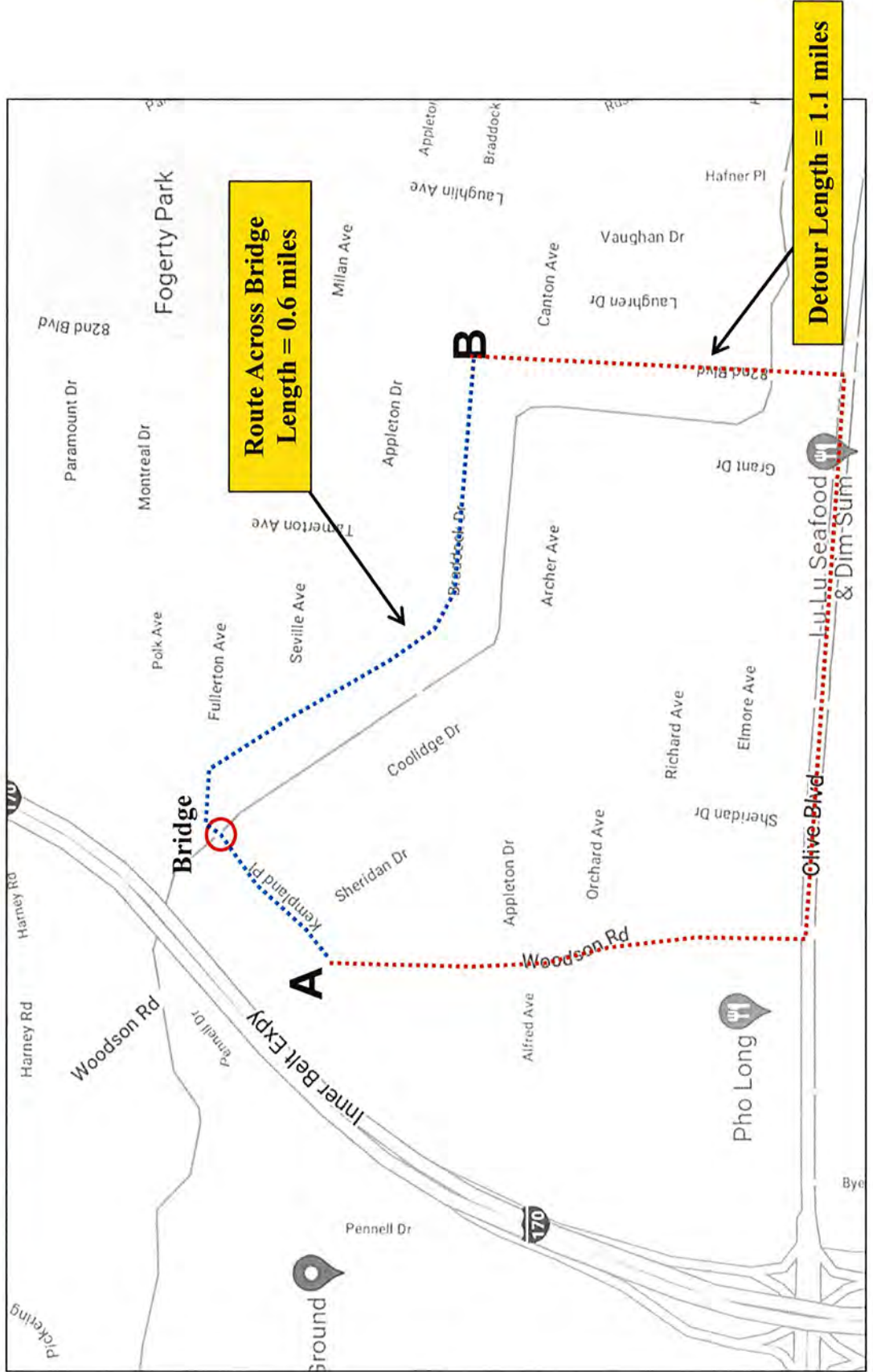
- Transit Routes, Activity Centers, and Schools

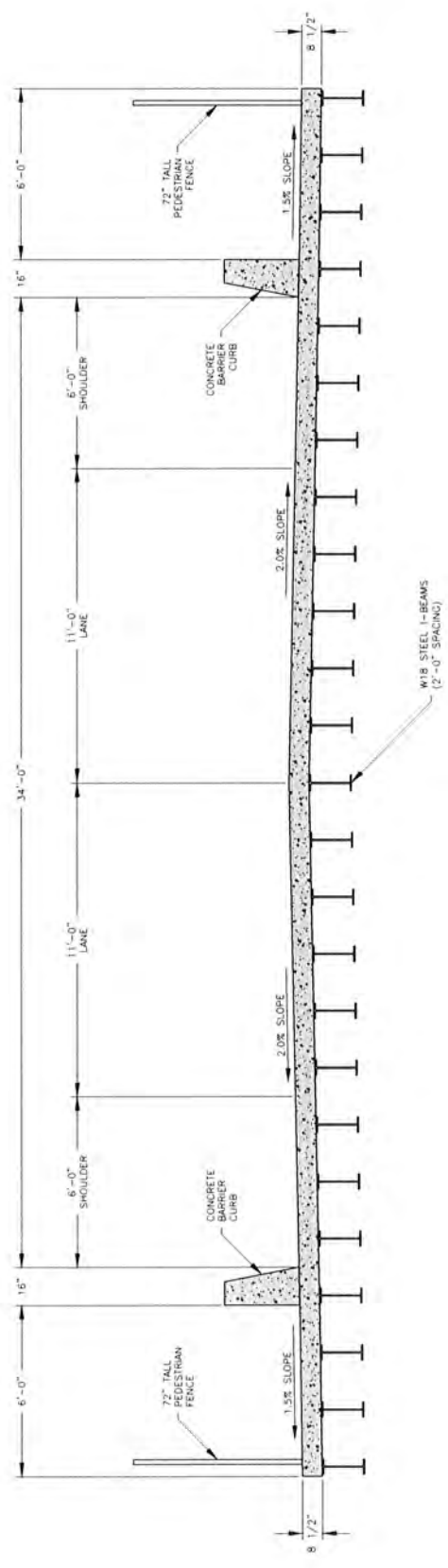


# City of University City – Bridge Detour Length Calculation

## STP Project Limits:

- Kempland Place Road Bridge Rehabilitation Project
- **Out of Distance Travel = 0.5 miles** (1.1 miles – 0.6 miles)







**Missouri Department of Transportation  
Bridge Inventory and Inspection System  
Non-State Structure Inspection Report**

December 20, 2019  
1:39:07pm

County : ST LOUIS      District : SL      Class : NONSTATBR      Bridge : 4320001 |      Federal ID : 23777

**GENERAL STRUCTURE INFORMATION**

[5D] Route :	00000	[41] Structure Status :	P-LOAD POSTED W/RESTRICT
[4] Place Code :	75220 UNIVERSITY CITY CITY	[9] Location :	S O T O R O
[6] Features Intersected :	RVR DES PERES	[22] Owner :	CITY
[7] Facility Carried :	KEMPLAND PLACE	[26] Functional Classification :	ULOCAL
[16] Latitude :	38 40 50.73 (DMS)	[21] Maintenance Responsibility :	CITY
[17] Longitude :	90 21 18.85 (DMS)	[11] Milepoint :	0.10 MILES

**AGE AND SERVICE - GEOMETRIC DATA - MATERIAL**

[27] Year Built :	1950	[106] Year Reconstructed :	1988
[49] Structure Length :	51 FT.	[51] Bridge Width :	24 FT. 0 IN.
[32] Approach Roadway Width :	30 FT. 0 IN.	[52] Deck Width :	31 FT. 2.4 IN.
[42B] Type of Service Under :	WATERWAY	[28A] Lanes On :	2
[19] Detour Length :	0.62 MILES	[28B] Lanes Under :	0

COMPONENTS	# SPANS	PRED	MATERIAL	CONSTRUCTION
MAIN SERIES	3	X	STEEL	WIDE FLANGE GIRDERS
[107] Deck Type :			REINCONC	CIP
[108A] Wearing Surface :			EPOXPOLYM	EPOXPOLYM
[108B] Membrane :			NOTAPPLIC	NONE
[108C] Deck Protection :			EPOXPOLYM	COATREBAR

**AADT INFORMATION**

[29] AADT on Structure :	2,100	[30] Year :	2018	[109] AADT Truck :	3 %
[114] Future AADT :	2,835	[115] Year :	2038	[102] Direction of Traffic :	2-WAY TRAFFIC

**STRUCTURE POSTING**

<b>FIELD POSTING</b>	Problem Code :	Problem Direction Code :
Category : S-3 WEIGHT LIMIT 35 TONS.		
Ton 1 : 35	Ton 2 :	Ton 3 :

<b>APPROVED POSTING</b>	Ton 2 :	Ton 3 :
Category : S-1 NO POSTING REQUIRED		
Ton 1 :		

**COMPUTER GENERATED DEFICIENCY AND EVALUATION ITEMS**

NOTE: The items listed in this section are updated whenever computer edits are ran on a structure after the inspection updates have been entered in to TMS.

<u>Rated Item</u>	<u>Rating</u>	<u>Rating Date</u>
[Item 67] Structure Evaluation Rating:	5-BETTER THAN MINIMUM	12/24/2013
[Item 68] Deck Geometry Rating:	2-BASICALLY INTOLRBLE REQ	6/6/2002
[Item 69] Underclearance:	N-NOT APPLICABLE	3/1/2002
<b>Sufficiency Rating:</b>	67.8 %	12/24/2013
<b>Deficiency:</b>	FUNCTIONAL	6/6/2002
<b>Funding Eligibility:</b>	PARTIAL	5/29/2019
<b>Estimated New Structure Length:</b>	72 FT.	5/29/2019
<b>Estimated Structure Cost:</b>	\$187,977	5/29/2019
<b>Estimated Total Project Cost:</b>	\$281,965	5/29/2019
<b>Year of Cost Estimate:</b>	2019	5/29/2019

NOTE: The above structure length and cost estimates are computer generated using algorithms in the TMS system. These algorithms are generalized to use NBI items to come up with a new structure length and width to calculate a new area which is taken times a representative cost per square foot. The actual structure size and cost may vary significantly from these numbers once site specific engineering is done.



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\*\*\*\*STRUCTURE GENERAL INSPECTION\*\*\*\*

[90] Inspection Type: GENERAL      [91] Designated Frequency: 24      Inspection Responsibility:  
 Inspection Date: 12/3/2019      \*\* Calculated Frequency: 24      Element Inspection Required: NO  
 \*\* If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.

General Inspection Comments

<u>Inspector</u> RYAN SEMAR ZACHARY EVANS	<u>Team Leader</u> X	<u>Organization</u> MODOT MODOT
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\*\*\*\*UNDERWATER INSPECTION\*\*\*\*

Inspection Category: SHALLOW-WADE      [92B] Designated Frequency: 60      Inspection Responsibility: DISTRICT  
 Inspection Date: 12/3/2019      \*\*Calculated Frequency:      NBI: NO  
 \*\* If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.

Underwater Inspection Comments

<u>Inspector</u> RYAN SEMAR ZACHARY EVANS	<u>Team Leader</u> X	<u>Organization</u> MODOT MODOT
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\*\*\*\*SPECIAL INSPECTION\*\*\*\*

Inspection Category: CHANNEL CROSS SECTIONS      [92C] Designated Frequency: 120      Inspection Responsibility:  
 Inspection Date: 5/22/2015      \*\*Calculated Frequency:      NBI: NO  
 \*\* If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.

Special Inspection Comments

<u>Inspector</u> LAURA CAMPBELL MATTHEW GEIGER	<u>Team Leader</u>	<u>Organization</u> MODOT MODOT
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\*\*\*\*OTHER SPECIAL INSPECTIONS\*\*\*\*

Category	Frequency	Calculated Frequency**	Date	Inspection Responsibility	NBI
** If designated interval is exceeded, then a comment providing justification must be added. Exceeding the interval by more than one month requires Bridge Division approval.					



Missouri Department of Transportation  
 Bridge Inventory and Inspection System  
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December 20, 2019  
 1:39:07pm

County : ST. LOUIS

District : SL

Class : NONSTATBR

Bridge : 4320001 1

Federal ID : 23777

\*\*\*\*GENERAL COMMENTS AND CONDITION RATINGS\*\*\*\*

**General Comments :**

(CAMPBL1, 12/18/2015)--UNIVERSITY CITY: 3-SPAN, (12)MULTI SIZED STRINGERS W/ CONTINUOUS CIP CONC DECK (W/ EPO).

**Item 58]--Deck Condition Rating:**

6-SATISFACTORY CONDITION

**Rating Date:** 12/18/2015

Deck Rating Comments

(CAMPBL1, 12/18/2015)-- FEW T-CRACKS WITH EFFLORESCENCE IN LEFT SIDEWALK OVERHANG.

(CAMPBL1, 12/18/2015)--MANY MINOR T-CRACKS AND LT EFFL. & MINOR LEACHING IN BOTTOM OF DECK.

(SEMARR1, 12/18/2019)--EPOXY POLYMER OVERLAY PLACED IN 2002. EPO IN POOR CONDITION,- FEW MINOR T & L CRACKS REFLECTING THRU & MULTIPLE MINOR AREAS STRIPPING

**Item 59]--Superstructure Condition Rating:**

5-FAIR CONDITION

**Rating Date:** 12/24/2013

Superstructure Rating Comments

(CAMPBL1, 12/18/2015)--MEDIUM PAINT PEELING

(SEMARR1, 12/27/2017)--GIRDERS OVERCOATED WITH CALCIUM SULFONATE ON 11/2001.

(SEMARR1, 12/18/2019)--SOUTH SPAN, GIRDERS AT SOUTH INT. BENT, TOP FLANGE, RUST.

SOUTH SPAN, GIRDERS 4, 5, 8, 9 AND 10 AT SOUTH ABUTMENT, BOTTOM FLANGE, MOD PACK RUST

NORTH SPAN, GIRDERS 4-10, TOP FLANGE RUST.

NORTH SPAN, GIRDERS 5-12 AT NORTH ABUTMENT, BOTTOM FLANGE, MODERATE PACK RUST.

(SEMARR1, 12/18/2019)--MINOR SECTION LOSS IN GIRDERS 5,6,8,10,11,12 FROM WEST IN WEB AT NORTH ABUT W/ MOD PACK RUST FOR LOWER 3" X 6" LONG.

MODERATE PACK RUST & INT SECTION LOSS IN BOTTOM FLANGE ALL GIRDERS, SOUTH SPAN @ SOUTH ABUTMENT.

INT SECTION LOSS IN LOWER 3" OF WEB @ GIRDER END SOUTH SPAN G4 FROM WEST.

**Item 60]--Substructure Condition Rating:**

6-SATISFACTORY CONDITION

**Rating Date:** 12/19/2007

**Compass Direction:**

SOUTH to NORTH

Substructure Rating Comments

(GEIGEM1, 12/24/2013)--MINOR N ABUT SPALL AT BEARING.

(CAMPBL1, 12/18/2015)--STONE WEB WALLS.

(CAMPBL1, 12/18/2015)--MODERATE VERTICAL CRACK ON SOUTH INTERIOR BENT W/ LT RUST STAINS

(CAMPBL1, 12/18/2015)--FEW MINOR SPALLS W/ REBAR EXPOSED AT S INT BT.

(SEMARR1, 12/18/2019)--UNFORMED REPAIRS TO INTERIOR BENT CAPS - MOD HORIZONTAL CRACKS UNDER BEARING AND MINOR DELAMS IN PATCH AREAS; MINOR RUST STAINS. MINOR SPALLS/DELAMINTIONS.

(SEMARR1, 12/18/2019)--SOUTH ABUTMENT, MINOR DELAMINATIONS AND VERTICAL CRACKS WITH EFFLORESCENCE

**Item 61]--Channel Condition Rating:**

6-WIDESPREAD MINOR DAMAGE

**Rating Date:** 12/17/2003

Rating Comments

(GEIGEM1, 12/24/2013)--GRAVEL DEPOSIT UNDER BRIDGE PUSHES CHANNEL AT S INT BT W/ MINOR UNDERMINING OF GROUTED SLOPE.

(GEIGEM1, 02/24/2016)--LARGE CONCRETE BLOCKS & DEBRIS IN CHANNEL CAUSING MINOR FLOW RESTRICTION.



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County : ST. LOUIS

District : SL

Class : NONSTATBR

Bridge : 4320001 1

Federal ID : 23777

Item 621--Culvert Condition Rating:

N-NOT APPLICABLE

Rating Date: 03/01/2002

Rating Comments

County = ST. LOUIS and Design\_No = 4320001 and District = SL

Page 4

This report contains information that is protected from disclosure by federal law, 23 USC Section 409 and the Missouri Open records Law (Sunshine Act), Section 610.021 RSMo.  
Please review MoDOT's policy and procedure manual on the Sunshine Act before releasing any of the information contained herein.

M - 3 - 66





Missouri Department of Transportation  
 Bridge Inventory and Inspection System  
 Non-State Structure Inspection Report

December 20, 2019  
 1:39:07pm

County : ST. LOUIS      District : SL      Class : NONSTATBR      Bridge : 4320001 1      Federal ID : 23777

\*\*\*\*APPRAISAL RATINGS\*\*\*\*

<b>Item 36A)--Bridge Railing Appraisal:</b> Rating Comments (ALLBRD1, 12/19/2007)--R.C. SAFETY BARRIER	MEETS CURRENT STANDARDS-1	<b>Rating Date:</b> 03/01/2002
<b>Item 36B)--Transition Railing Appraisal:</b> Rating Comments	NOT PROVIDED-0	<b>Rating Date:</b> 03/01/2002
<b>Item 36C)--Approach Railing Appraisal:</b> Rating Comments	NOT PROVIDED-0	<b>Rating Date:</b> 03/01/2002
<b>Item 36D)--Rail End Treatment Appraisal:</b> Rating Comments	NOT PROVIDED-0	<b>Rating Date:</b> 03/01/2002
<b>Item 71)--Waterway Adequacy:</b> Rating Comments	DECK ABOVE FLOOD ELEV	<b>Rating Date:</b> 03/01/2002
<b>Item 72)--Approach Roadway Alignment:</b> Rating Comments (SEMARR1, 12/18/2019)--NO SPEED REDUCTION	8-VERYGOOD	<b>Rating Date:</b> 03/01/2002
<b>Item 113)--Scour Assessment:</b> Type of Scour Evaluation: Rating Comments (SEMARR1, 12/18/2019)--NO SCOUR OBSERVED	8-STABLE FOR CALCULATED	<b>Rating Date:</b> 12/15/2009
<b>Work Comments :</b> (GEIGEM1, 12/24/2013)--FLUSH DECK YEARLY (GEIGEM1, 12/24/2013)--REMOVE GRAVEL DEPOSIT UNDER BRIDGE TO REALIGN CHANNEL. (GEIGEM1, 12/24/2013)--MUDJACK VOID UNDER SIDEWALK AT NW CORNER. (CAMPBL1, 12/18/2015)--REPLACE SILICONE JOINT AT NORTH ABUT LEADING TO RUSTING GIRDER ENDS W/ PREFORMED COMPRESSION JOINT SEAL. (CAMPBL1, 12/18/2015)--CLEAN & PAINT RUSTY WEBS & FLANGES AT GIRDER END. (CAMPBL1, 12/18/2015)--HOT POUR LEAKING DECK/APPR JOINTS @ SOUTH ABUTMENT LEADING TO RUSTING GIRDER ENDS (SEMARR1, 12/18/2019)--CONSIDER NEW EPOXY OVERLAY		

County = ST. LOUIS and Design\_No = 4320001 and District = SL



Missouri Department of Transportation  
Bridge Inventory and Inspection System  
Non-State Structure Inspection Report

December 20, 2019  
1:39:07pm

County : ST LOUIS

District : SL

Class : NONSTATBR

Bridge : 4320001 1

Federal ID : 23777