



**TENTATIVE AGENDA
REGULAR BOARD OF ALDERMEN MEETING
City of St. Peters Justice Center
1020 Grand Teton Drive, St. Peters, MO 63376
January 26, 2023 at 6:30 p.m.**

- A. Call to Order, Mayor Len Pagano
- B. Roll Call
- C. Opening Ceremonies
 - 1. Invocation: Steve Koeneman
 - 2. Pledge of Allegiance
- D. Approval of Minutes
 - 1. [Board of Aldermen Work Session meeting of January 12, 2023](#); and [Regular Board of Aldermen meeting of January 12, 2023](#)
- E. Reports of Officers, Boards and Commissions
 - 1. Mayoral Report of Appointments to Boards and Commissions:
 - a. [Appointments to the Planning and Zoning Commission](#)
 - b. [Re-Appointment to the St. Peters Parks, Recreation and Arts Advisory Board](#)
 - 2. City Administrator's Report:
 - 3. Report of Director, Planning, Community and Economic Development: None
 - 4. St. Peters Business Spotlight:
 - a. Sons of the American Revolution – Alderman Sartorius
- F. Open Forum
 - 1. Citizens Petitions and Comments
 - 2. Communications from the Elected Officials
 - 3. Announcements
- G. Public Hearings
- H. Unfinished Business Items

I. New Business Items

1. **Bill No. 23-14: Bill** authorizing the City Administrator of the City of St. Peters, Missouri to execute a Missouri Highways and Transportation Commission Traffic Engineering Assistance Program Agreement to study the intersections of McClay Road at Harvester Road and at Jungermann Road (Award No. TEAP070)
2. **Bill No. 23-15: Bill** approving a record plat within the City of St. Peters, Missouri, for the purpose of recording in St. Charles County, Missouri (Brown Road Subdivision)
3. **Bill No. 23-16: Bill** approving a record plat within the City of St. Peters, Missouri, for the purpose of recording in St. Charles county, Missouri (Kindred Hill Plat 2 and Easement Plat)
4. **Bill No. 23-17: Bill** authorizing the City Administrator of the City of St. Peters, Missouri, to execute a contract agreement with Jeff Roderfeld Construction LLC for the Water Service Line Repair Program
5. **Bill No. 23-18: Bill** authorizing the City Administrator of the City of St. Peters, Missouri to execute a contract with Viking Painting, LLC. for sand blasting, coating and steel repairs as necessary to the Kimberly Lane Water Tower
6. **Bill No. 23-19: Bill** authorizing the City Administrator of the City of St. Peters, Missouri to enter into a contract with Leon Uniform Company for Police uniform purchases for the public safety recording system
7. **Resolution** of the City of St Peters authorizing the filing of an application with the Missouri Department of Economic Development for an Industrial Site Development Grant for the Premier 370 Business Park

II. Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

III. Adjournment

Agenda Posted at City Hall: January 23, 2023 at 9:00 a.m.

By: P. Smith, City Clerk

Next Regular Board of Aldermen Meeting: February 9, 2023

Meeting available for viewing at www.sptvnow.net



**CITY OF ST. PETERS
BOARD OF ALDERMEN WORK SESSION MINUTES
JANUARY 12, 2023**

The Work Session was called to order at approximately 5:00 p.m. on Thursday, January 12, 2023 at the St. Peters Justice Center located at 1020 Grand Teton Drive. Patty Smith, City Clerk, called the roll. The following Elected Officials were present:

Mayor Len Pagano

Ward 1 - Alderman Joyce Townsend and Alderman John "Rocky" Reitmeyer

Ward 2 – Alderman Judy Bateman and Alderman Dr. Gregg Sartorius

Ward 3 - Alderman Terri Violet and Alderman Melissa Reimer

Ward 4 - Board President Nick Trupiano and Alderman Patrick Barclay

A quorum was established.

The following staff were present:

Amy Haddock, Water Environment Services Manager; Carl Crain, Environmental & Fleet Services Manager; Dan Emrick, Parks & Recreation Services Manager and Cathy Pratt, Staff Support Services Manager; Rick Struttman, Police Chief; Burt Benesek, Transportation Development Services Manager; Russ Batzel, City Administrator; Bill Malach, Assistant to the City Administrator; and Patty Smith, City Clerk. John Young, City Attorney was also present.

COMMUNICATIONS FROM BOARD MEMBERS/ALDERMANIC REPRESENTATIVES

Committee reports were given during this time.

BOARD OF ALDERMEN ITEMS FOR DISCUSSION

Alderman Bateman moved and Alderman Sartorius seconded the motion to remove Discussion/Special Use Permit City Code from the agenda for discussion. The motion was approved.

DISCUSSION/SPECIAL USE PERMIT CITY CODE – TOWNSEND

Alderman Townsend discussed the Planning and Zoning Commission's request for consideration and review of the standards applicable to the approval of the Special Use Permits. City Attorney Young spoke about the changes included in the draft amendment to City Code Section 405.780, which establishes the submittal process and review criteria for special use permits; and all of which broadens the scope of the standard of review, and is similar to what other cities in the region apply, which have been supported by case law. The changes specify what the Commission is to review and what the applicant must prove to the Commission of what they are asking for of the Special Use Permit. These proposed changes would help clarify the Commission's interpretation of this City Code. City Attorney Young reviewed the evaluation criteria and spoke on presented language changes. Discussion was held regarding compatibility analysis with Special Uses. A review of these changes during a

Joint Work Session was suggested. Alderman Townsend stated these changes put more of a burden on the developer of what they must prove to the Commission for the Special Use Permit. She asked to start this process on this particular part of these regulations, as it may take 2 or 3 months, then which goes back to Planning & Zoning Commission for a vote, then to the Board of Aldermen for consideration, unless anyone has any specific changes to what's presented. Alderman Trupiano moved and Alderman Sartorius seconded the motion to move forward with the amended language as presented for Section 405.780 and forward to Planning and Zoning for their recommendation. All in favor. The motion was approved. **This business item will be placed on a future Board of Aldermen meeting agenda for consideration.**

MAYOR/CITY ADMINISTRATOR ITEMS

Unfinished Business Items: None

New Business Items:

Alderman Violet moved and Alderman Townsend seconded the motion to remove Recreational Marijuana Tax Ballot Measure from the agenda for discussion. The motion was approved.

RECREATIONAL MARIJUANA TAX BALLOT MEASURE – MAYOR

Mayor Pagano detailed that on November 8, 2022 the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022. Mayor explained the Constitution provides that the City of St. Peters is authorized to impose an additional sales tax not to exceed three percent on retail sales of adult use recreational marijuana sold. There are currently five medical marijuana retail businesses in St. Peters that will qualify under this State of Missouri amendment. To impose such a sales tax, the City must submit to the voters for approval by a majority of those voting at a general, primary or special election. It is estimated that between \$750,000 and \$950,000 may be generated each year by this additional sales tax to be used for general revenue purposes. Questions regarding it being an additional tax were addressed. It was clarified that there is already a 2% tax on medicinal and recreational marijuana sales. A draft ordinance for consideration is included in tonight's meeting agenda packet. Discussion ensued among the Board of Aldermen on whether to place on the April 4, 2023 General Municipal Election ballot Proposition M for voter consideration of an additional 3% sales tax on retail sales of adult use recreational marijuana. **This is business item I-4 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Reitmeyer moved and Alderman Townsend seconded the motion to remove Use Tax Ballot Measure from the agenda for discussion. The motion was approved.

USE TAX BALLOT MEASURE – MAYOR

Mayor spoke on the present and future financial status for the City of St. Peters and mentioned the current empty business sites and the recent bankrupt filing announcements of four businesses located within the City. There are also future emerging technology expectations and those perceived costs. Mayor stated he continues to support brick and

mortar stores and does not want to lose additional stores in our community due to online purchases. He further explained that he observes online purchases being delivered to residents daily using City streets, but the City is losing out on taxpayer monies from those online purchases to go in part toward street repair. The draft ordinance requests to submit to the voters at the April 4, 2023 General Municipal Election, a ballot measure to impose a local use tax at a rate equal to the rate of the total local sales taxes in effect in the City, and for general revenue purposes with a priority focus on public safety. A draft ordinance for consideration is included in tonight's meeting agenda packet. It is estimated that between \$450,000 and \$1,400,000 may be generated annually and our surrounding municipalities have previously passed this measure. Comments followed among the Board of Aldermen on ballot item Proposition S for voter consideration. **This is business item I-5 on this evening's Board of Aldermen meeting agenda for consideration.**

Alderman Townsend moved and Alderman Violet seconded the motion to remove Kimberly Lane Water Tower Coating Project Bid Recommendation from the agenda for discussion. The motion was approved.

KIMBERLY LANE WATER TOWER COATING PROJECT BID RECOMMENDATION – HADDOCK

Ms. Haddock presented a slideshow for the Kimberly Lane Water Tower Coating Project Bid Recommendation. The City received six bids on December 5, 2022 for this project that includes sand blasting the existing interior and exterior coatings from the steel tank, completing miscellaneous steel repairs, and then applying new coatings on the tank interior and exterior. Additionally, a bid alternate to paint the piping and valves inside the valve vault is included and was evaluated. Staff recommended the lowest bidder, Viking Painting, LLC for the sandblasting, miscellaneous steel repairs, and painting of the Kimberly Lane Water Tower and valve vault in the initial award amount of \$263,500. Work is to begin spring 2023. This project was budgeted and funded from the Water/Sewer Utility Construction Fund 750. With approval, an authorizing Ordinance will be placed on the January 26, 2023 Board of Aldermen meeting agenda. Questions were addressed. Alderman Reimer moved and Alderman Townsend seconded the motion to place this item on the January 26, 2023 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the January 26, 2023 Board of Aldermen meeting agenda for consideration.**

Alderman Reimer moved and Alderman Bateman seconded the motion to remove 2023 Water Service Line Repair Program Renewal Recommendation from the agenda for discussion. The motion was approved.

2023 WATER SERVICE LINE REPAIR PROGRAM RENEWAL RECOMMENDATION – BENESEK

Mr. Benesek recommended renewal of the City's contract with Jeff Roderfeld Construction, LLC for the 2023 Water Service Line Repair Program. Mr. Benesek reminded the Board of Aldermen that in 2012, with authorization by state statutes and approval of the voters in the City of St. Peters, a \$12.00 per household annual assessment (billed by St. Charles County along with the annual real estate taxes) was established to fund the Water Service Line Repair Program. The City of St. Peters administers the Residential Water Service Line Repair Program for our residents. This program assists residents with repairs to their domestic water

service line from water meter to house foundation wall. The program pays 85% of the repair costs up to a maximum of \$3,000 per household. To expedite repairs, the City contracts with a licensed plumber to establish base unit costs. In 2021, a contract was initiated with Jeff Roderfeld Construction, LLC that included a renewal option for three (3) additional one-year periods, if the contractor would hold their pricing. Jeff Roderfeld Construction, LLC has agreed to hold their pricing for the 2023 contract year (February 13, 2023 – February 12, 2024). This will be the first contract renewal of Jeff Roderfeld Construction, LLC. Approval of this recommendation would authorize the award of a contract in the initial amount of \$180,000.00. The project is funded by the Water Service Line Repair Program. With approval, an authorizing Ordinance will be placed on the January 26, 2023 Board of Aldermen meeting agenda. No further comments or questions from the Board were of Aldermen. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to place this item on the January 26, 2023 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the January 26, 2023 Board of Aldermen meeting agenda for consideration.**

Alderman Barclay moved and Alderman Trupiano seconded the motion to remove McClay Road MHTC TEAP Funding Agreement from the agenda for discussion. The motion was approved.

MCCLAY ROAD MHTC TEAP FUNDING AGREEMENT – BENESEK

Mr. Benesek recommended executing a Missouri Highway and Transportation Commission Traffic Engineering Assistance Program Agreement to study the intersections of McClay Road at Harvester Road and at Jungermann Road (Award Number: TEAP070). Mr. Benesek displayed an aerial photo of the study area. The City of St. Peters has been awarded matching Traffic Engineering Assistance Program (TEAP) funds, administered by the Missouri Department of Transportation, for a capacity improvements study of these intersections. This study will collect and analyze various traffic information and propose safety improvements and reduce congestion along the roadway and the two intersections. In order to receive said funds, the City of St. Peters must execute an agreement with the Missouri Highways and Transportation Commission detailing funding requirements. Execution of this agreement will allow the City of St. Peters to be eligible to receive up to 80% for reimbursable traffic study expenses. Funds for this TEAP study are incorporated with the traffic department's professional services budget, within the Transportation Trust Fund. With approval, the total cost to the City will be as follows: MoDOT (80%): \$12,000.00 and City (20%): \$3,000.00. With approval, an authorizing Ordinance will be placed on the January 26, 2023 Board of Aldermen meeting agenda. Comments were made and no questions from the Aldermen were addressed. Alderman Violet moved and Alderman Barclay seconded the motion to place this item on the January 26, 2023 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the January 26, 2023 Board of Aldermen meeting agenda for consideration.**

Alderman Bateman moved and Alderman Barclay seconded the motion to remove Recommendation/Amend Policy 107, SR Compensation & Benefits from the agenda for discussion. The motion was approved.

RECOMMENDATION/AMEND POLICY 107, SR COMPENSATION & BENEFITS – EMRICK

Mr. Emrick presented a slideshow recommending an amendment to Policy 107 – Service Representative Compensation & Benefits. Mr. Emrick stated approximately 125 lifeguards are needed each summer pool season in order to operate The Cove, Laurel Park, and the Rec-Plex Natatorium. We typically have to hire about 50 new lifeguards each spring to add to the 75 that we are able to keep year round. In 2022, we were successfully able to keep all of our pool operations open unlike many of our bordering municipalities. Staff believes this is attributed to the \$2/hour Service Rep rate increase that the Board of Aldermen approved at the February 1, 2022 Pre-CIP Budget Meeting. This approved increase was in response to the Missouri State Minimum Wage Increase to \$11.15/hour on January 1, 2022 and \$12.00/hour on January 1, 2023. After bordering municipalities had closed or partially closed pools in 2022 due to lifeguard shortages, they have now proactively raised their wages in time for the hiring season that starts in February. In order to stay competitive within the market and keep pool amenities open in 2023, we are recommending an additional \$2/hour increase for lifeguards. In addition, there is a similar situation with summer camps conducted within the Rec-Plex & Arts Center. Based on a competitive market analysis gathered recently from other municipalities, staff is recommending a \$1/hour increase for both Rec-Plex and Art Camp Counselors and the addition of an Art Camp Director to mirror the staffing format at Rec-Plex. Lastly, staff is recommending all "lead" positions be set at a \$1.50 premium rather than having separate \$1 premium and \$1.50 premium positions. The \$1 premium is original from when minimum wage was \$7.25/hour and is no longer proportionate to current hourly wages and responsibilities that comes with a "lead" role. The positions eligible for these premiums are babysitters, cart attendants, food service attendant, front desk attendant, gym attendant, ice attendant, marshals, lifeguards, camp attendant, and inclusion support. FY'23 budget impacts include \$45,000 (Lifeguards); \$8,300 (Rec-Plex Camp Counselors); \$23,000 (Art Camp Counselors/Art Camp Director); \$3,217 (Lead Premiums) for a total of \$79,517. For future consideration, staff plans to propose rate increases at the February 3, 2023 Pre-CIP Budget Meeting on outdoor pool passes and general admission, as well as both Rec-Plex and Art Camp registration rates that will account for at least \$54,000 of the \$79,517 additional expense to properly operate these amenities (assuming no additional growth in business). An Aldermen comment was made and no questions were addressed. Alderman Bateman moved and Alderman Violet seconded the motion to move forward with the proposed amendments to policy 107 for Service Representative compensation and benefits. All in favor. The motion was approved. **No further Board of Aldermen action is required on this item.**

Alderman Reimer moved and Alderman Reitmeyer seconded the motion to remove Golf Operations Assistant Position Recommendation from the agenda for discussion. The motion was approved.

GOLF OPERATIONS ASSISTANT POSITION RECOMMENDATION – EMRICK

Mr. Emrick presented a slideshow explaining staff's recommendation to convert the Golf Operations Assistant position at St. Peters Golf Club from Part-Time to Full-Time and post the position immediately in order to fill positions prior to the busy golf season. Mr. Emrick explained when St. Peters Golf Club re-opened after the renovation of the clubhouse, a Part-Time Golf Operations Assistant was added to help support the Golf Operations Coordinator with the expanded golf operation of Caddy's, a Tournament Pavilion, and The Shack. With a

20% increase in rounds of golf and a 25% increase in golf revenue since the grand re-opening in 2019, supervision has become very challenging with considerable strain on the Golf Operations Coordinator and Part-Time staff has been difficult to retain. FY'23 budget will be impacted by \$22,000 and the FY'24 will be impacted by \$48,000. A \$1 greens fees increase was previously approved that accounts for \$20,000 of this cost addition and proposing rate increases at Water's Edge. Golf & Banquet currently has a \$469,509 fund balance from FY'22. The amendments would be implemented immediately for the February 1st hiring season. No comments or questions from the Board of Aldermen. Alderman Violet moved and Alderman Townsend seconded the motion to move forward with the recommended converting the Golf Operations Assistant to a full time position. All in favor. The motion was approved. **No further Board of Aldermen action is required on this item.**

MISCELLANEOUS UPDATES – BATZEL

- **BODY CAM EQUIPMENT/UNIFORM PURCHASE – STRUTTMANN**

Chief Struttmann gave an update on the Digital Recording System Project for the Police Department, also known as body cam project. Staff is proceeding with the project to procure cameras for the City's officers and fleet vehicles during the current budget cycle. Staff with the MPS group and the City's I.T. Department is currently evaluating bid proposals for this project. The project is composed of three components: computer hardware and software, modifications to the Justice Center building to meet the ...and electrical requirements of the devices, and police uniform modifications to permit mounting of systems on officers' uniforms. The Board of Aldermen has previously authorized the use of American Rescue Plan Act (ARPA) funds for this project. Staff believes ARPA is an appropriate funding source for both the software, hardware and facility infrastructure modifications; however, in discussions with financing staff, believe that the ARPA funding is not appropriate for the purchase of police uniforms. Since the inception of the project, it is known that the change of police uniforms would be necessitated. Staff has performed various trials of numerous components over the past several months and believe a solution was found which would work with any body camera vendor that the City recommends. Staff anticipates that the body camera project, including the uniform change, will still be within the original budgeted amount as presented to the Board of Aldermen; however, since the uniforms will not be purchases with ARPA funds, will be seeking authorization for the purchase uniforms within the existing MPS budget at the next Board of Aldermen meeting. With potential delays in procurement of uniforms, staff believes that delaying the purchase may unduly extend the deployment of the body camera systems once approved. Staff anticipates a FY'23 budget adjustment later in the year to cover a portion of the uniform costs. With approval, Chief Struttmann would like to place the uniform purchase on both the January 26, 2023 Work Session and Board of Aldermen meeting agendas. The ARPA funding purchases will be placed on a future Board of Aldermen meeting for consideration. An aldermen comment was made and no questions were presented. Alderman Townsend moved and Alderman Reimer seconded the motion to place this item on both the January 26, 2023 Work Session and Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the January 26, 2023 Work Session meeting agenda and the Board of Aldermen meeting agenda for consideration.**

- **RESOLUTION OF SUPPORT FOR DED GRANT – BATZEL**

Mr. Batzel stated on December 21, 2022, the Department of Economic Development (DED) posted a grant opportunity for possible consideration. Mr. Batzel explained this grant is an opportunity to receive funding for industrial site development project. Mr. Batzel reminded the Board of the recent groundbreaking for the NorthPoint Project. This project meets the criteria of the application guidelines. The development partnership agreement with NorthPoint includes building an extension of Spencer Road and expanding the water and sewer infrastructure. Staff would request approval to seek grant funding to help offset the City's cost of this project. Grant applications are due on February 20, 2023. The City will be seeking approximately \$1.5 million in funding. A draft resolution was included in the Work Session packet. With approval, a resolution of support will be placed on the January 26, 2023 Board of Aldermen meeting agenda for consideration. No comments or questions from the Board of Aldermen. Alderman Reimer moved and Alderman Sartorius seconded the motion to place this item on the January 26, 2023 Board of Aldermen meeting agenda. The motion was approved. **This item will be placed on the January 26, 2023 Board of Aldermen meeting agenda for consideration.**

BOARD MEETING AGENDA ITEM REVISIONS – BATZEL

Mr. Batzel stated there are no revisions; however, reminded the Board that a revised packet was emailed to the Board of Aldermen on January 11, 2023.

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

No Executive Session was called at this time.

ADJOURNMENT OF THE WORK SESSION

Alderman Violet moved and Alderman Bateman seconded the motion to adjourn the Work Session meeting. The motion was approved and the Work Session meeting was adjourned at approximately 6:37 p.m.

Submitted by,

Patricia E. Smith
City Clerk



**CITY OF ST. PETERS
BOARD OF ALDERMEN REGULAR MEETING MINUTES
JANUARY 12, 2023**

CALL TO ORDER

Mayor Len Pagano called the Board of Aldermen meeting to order at approximately 6:45 p.m. on January 12, 2023, at the St. Peters Justice Center located at 1020 Grand Teton Drive.

ROLL CALL

City Clerk Patty Smith called the roll.

The following Elected Officials were present: Mayor Len Pagano

Ward 1 - Alderman Joyce Townsend and Alderman John "Rocky" Reitmeyer

Ward 2 - Alderman Judy Bateman and Alderman Dr. Gregg Sartorius

Ward 3 - Alderman Terri Violet and Alderman Melissa Reimer

Ward 4 - Board President Alderman Nick Trupiano and Alderman Patrick Barclay

A quorum was established.

The following staff were present: City Administrator, Russ Batzel; Bill Malach, Assistant to the City Administrator; John Young, City Attorney; Police Chief Rick Struttmann; and City Clerk Patty Smith. was absent.

OPENING CEREMONIES

INVOCATION:

Steve Koenemann delivered the Invocation.

PLEDGE OF ALLEGIANCE:

Mayor Pagano led the Pledge of Allegiance

OATH OF OFFICE: AUSTIN ROBERT FRASER, POLICE OFFICER

Chief Struttmann administered the Ceremonial Oath of Office to Police Officer Austin Fraser. Officer Frasers family was introduced.

APPROVAL OF MINUTES: THE BOARD OF ALDERMEN WORK SESSION MEETING OF DECEMBER 15, 2022; AND THE REGULAR BOARD OF ALDERMEN MEETING OF DECEMBER 15, 2022

Alderman Reitmeyer moved and Alderman Sartorius seconded the motion to approve the Board of Aldermen Work Session meeting minutes of December 15, 2022 and the Regular Board of Aldermen meeting of December 15, 2022. All in favor, the motion carried and the minutes were approved.

REPORTS OF OFFICERS, BOARDS AND COMMISSIONS

MAYORAL REPORT OF APPOINTMENTS TO BOARDS AND COMMISSIONS:

APPOINTMENT TO THE PLANNING AND ZONING COMMISSION

Alderman Townsend read the appointment of the following individual from alternate member to member to the Planning and Zoning Commission: Sherry Gibson, 394 Starwood Drive, St. Peters (Ward 1) for the term effective immediately and expiring September 30, 2023. Ms. Gibson will be filling the vacancy of J. Patrick Kelley, who resigned. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to approve the appointment. All in favor, the motion carried and the appointment was approved.

CITY ADMINISTRATOR'S REPORT: None

REPORT OF DIRECTOR OF PLANNING, COMMUNITY AND ECONOMIC DEVELOPMENT:
None

ST. PETERS BUSINESS SPOTLIGHT:

ST. CHARLES CHAPTER OF THE MISSOURI STATE SOCIETY OF THE DAUGHTERS OF THE AMERICAN REVOLUTION – ALDERMAN TOWNSEND

Alderman Townsend introduced the Society of the Daughters of the American Revolution (DAR), presented a slideshow, spoke about her involvement with DAR, membership requirements, process of becoming a member and the Society's origin and history, and she introduced the members of the St. Charles Chapter DAR and what their duties are as members.

OPEN FORUM

CITIZENS PETITIONS AND COMMENTS: None

COMMUNICATIONS FROM THE ELECTED OFFICIALS:

Elected Officials made comments during this time.

ANNOUNCEMENTS: None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS ITEMS

None

NEW BUSINESS ITEMS

MOTION/APPROVED: BILL NO. 23-01: ORDINANCE NO. 7746: AN ORDINANCE OF THE CITY OF ST. PETERS, MISSOURI, AMENDING SECTION 300.010; AND AMENDING CHAPTER 380 OF THE CITY CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW CHAPTER 380; AND PROVIDING FOR THE REGULATION OF ELECTRIC BICYCLES

Alderman Reitmeyer moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Bateman seconded the motion to read Bill No. 23-01 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Reimer moved and Alderman Sartorius seconded the motion to read the Bill for the second time. The motion carried and Alderman Sartorius read the Bill. Alderman Barclay moved and Alderman Bateman seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-01 passed becoming Ordinance No. 7746.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-02: ORDINANCE NO. 7747: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO GRANT AN EASEMENT TO UNION ELECTRIC COMPANY, D/B/A AMEREN MISSOURI FOR ELECTRIC SERVICES LINE(S)

Alderman Trupiano moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Trupiano moved and Alderman Reitmeyer seconded the motion to read Bill No. 23-02 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Violet moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-02 passed becoming Ordinance No. 7747.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-03: ORDINANCE NO. 7748: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CERTAIN AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF ST. PETERS, MISSOURI AND SBA TOWERS II LLC FOR THE LEASE OF CERTAIN REAL PROPERTY AT WILLOTT AND JUNGEMANN ROADS

Alderman Barclay moved and Alderman Violet seconded the motion to introduce the Bill. The motion carried. Alderman Barclay moved and Alderman Violet seconded the motion to read Bill No. 23-03 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-03 passed becoming Ordinance No. 7748.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-04: ORDINANCE NO. 7749: AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF ST. PETERS, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 4TH DAY OF APRIL, 2023, A PROPOSITION TO AUTHORIZE THE CITY TO IMPOSE AN ADDITIONAL SALES TAX AT THE RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE MARIJUANA SOLD WITHIN THE CITY OF ST. PETERS, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION [SPONSOR: MAYOR]

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 23-04 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-04 passed becoming Ordinance No. 7749.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-05: ORDINANCE NO. 7750: AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF ST. PETERS, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 4TH DAY OF APRIL, 2023, A PROPOSITION TO AUTHORIZE THE CITY TO IMPOSE A USE TAX AT THE SAME RATE AS THE LOCAL ST. PETERS SALES TAX FOR THE PRIVILEGE OF STORING, USING OR CONSUMING WITHIN THE CITY ANY ARTICLE OF TANGIBLE PERSONAL PROPERTY; PROVIDING FOR THE USE TAX TO BE REDUCED OR RAISED IN THE SAME AMOUNT AS ANY CITY SALES TAX IS REDUCED OR RAISED [SPONSOR: MAYOR]

Alderman Violet moved and Alderman Sartorius seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Sartorius seconded the motion to read Bill No. 23-05 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Sartorius read the Bill. Alderman Violet moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-05 passed becoming Ordinance No. 7750.

Barclay: No Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 7 NAYS: 1 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-06: ORDINANCE NO. 7751: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO AN AGREEMENT PROVIDING FOR A TEMPORARY CONSTRUCTION EASEMENT FOR THE SPENCER ROAD RECONSTRUCTION AND SAFETY IMPROVEMENTS PROJECT, FEDERAL PROJECT NO. STP-7305(620) (LAYMAN, NEEF, STRAIN)

Alderman Townsend moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Townsend moved and Alderman Reitmeyer seconded the motion to read Bill No. 23-06 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Reimer moved and Alderman Reitmeyer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-06 passed becoming Ordinance No. 7751.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-07: ORDINANCE NO. 7752: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH E. MEIER CONTRACTING, INCORPORATED FOR THE 2023 SIDEWALK AND CURB REPLACEMENT PROGRAM

Alderman Bateman moved and Alderman Sartorius seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Sartorius seconded the motion to read Bill No. 23-07 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Violet moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-07 passed becoming Ordinance No. 7752.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-08: ORDINANCE NO. 7753: AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT AGREEMENT WITH ST. CHARLES COUNTY, MISSOURI, FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR CONSTRUCTION OF BARKWOOD TRAILS DRIVE RECONSTRUCTION (ALL PHASES)

Alderman Violet moved and Alderman Bateman seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Bateman seconded the motion to read Bill No. 23-08 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Reimer seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Reitmeyer moved and Alderman Reimer seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-08 passed becoming Ordinance No. 7753.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-09: ORDINANCE NO. 7754: AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT AGREEMENT WITH ST. CHARLES COUNTY, MISSOURI, FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR CONSTRUCTION OF JUNGS STATION ROAD RESURFACING (ALL PHASES)

Alderman Reitmeyer moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Reitmeyer moved and Alderman Barclay seconded the motion to read Bill No. 23-09 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Violet moved and Alderman Bateman seconded the motion to read the Bill for the second time. The motion carried and Alderman Sartorius read the Bill. Alderman Townsend moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-09 passed becoming Ordinance No. 7754.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-10: ORDINANCE NO. 7755: AN ORDINANCE PROVIDING FOR AND AUTHORIZING THE MAYOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT AGREEMENT WITH ST. CHARLES COUNTY, MISSOURI, FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR CONSTRUCTION OF MEXICO ROAD AT DARDENNE CREEK BRIDGE REHABILITATION AND WIDENING (ALL PHASES)

Alderman Bateman moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Bateman moved and Alderman Reitmeyer seconded the motion to read Bill No. 23-10 for the first time. The motion carried and Alderman Reimer read the Bill. Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Barclay read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-10 passed becoming Ordinance No. 7755.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-11: ORDINANCE NO. 7756: AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION CONGESTION MITIGATION AND AIR QUALITY AGREEMENT FOR THE RECONSTRUCTION OF THE TRAFFIC SIGNAL AND CONSTRUCTION OF PEDESTRIAN IMPROVEMENTS FOR THE HARVESTER ROAD AND QUEENSBROOKE BOULEVARD SIGNAL REPLACEMENT PROJECT (FEDERAL PROJECT NO. CMAQ-7305(625)).

Alderman Trupiano moved and Alderman Barclay seconded the motion to introduce the Bill. The motion carried. Alderman Trupiano moved and Alderman Barclay seconded the motion to read Bill No. 23-11 for the first time. The motion carried and Alderman Trupiano read the Bill. Alderman Reitmeyer moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Townsend read the Bill. Alderman Townsend moved and Alderman Barclay seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-11 passed becoming Ordinance No. 7756.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-12: ORDINANCE NO. 7757: AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN SANITARY SEWER LINE IN AND CONNECTED WITH LOT 28 OF PREMIER BUSINESS PARK PLAT TWO

Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to read Bill No. 23-12 for the first time. The motion carried and Alderman Bateman read the Bill. Alderman Bateman moved and Alderman Townsend seconded the motion to read the Bill for the second time. The motion carried and Alderman Violet read the Bill. Alderman Reitmeyer moved and Alderman Trupiano seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-12 passed becoming Ordinance No. 7757.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/APPROVED: BILL NO. 23-13: ORDINANCE NO. 7758: AN ORDINANCE ACCEPTING FOR MAINTENANCE THE DEDICATION OF A CERTAIN SANITARY SEWER LINE IN AND CONNECTED WITH THE MCKELVEY MARKETPLACE – PLAT 2

Alderman Violet moved and Alderman Reitmeyer seconded the motion to introduce the Bill. The motion carried. Alderman Violet moved and Alderman Reitmeyer seconded the motion to read Bill No. 23-13 for the first time. The motion carried and Alderman Reitmeyer read the Bill. Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to read the Bill for the second time. The motion carried and Alderman Sartorius read the Bill. Alderman Trupiano moved and Alderman Violet seconded the motion to put the Bill to a final vote. Motion approved and Bill No. 23-13 passed becoming Ordinance No. 7758.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

MOTION/ADOPTED: RESOLUTION NO. 1642: A RESOLUTION CALLING UPON THE CITY CLERK TO TRANSMIT TO THE ST. CHARLES COUNTY ELECTION AUTHORITY THE LEGAL NOTICE TO BE PUBLISHED FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF ST. PETERS, MISSOURI ON APRIL 4, 2023

Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to introduce the Resolution. The motion carried. Alderman Sartorius moved and Alderman Reitmeyer seconded the motion to read the Resolution for the first time. The motion carried and Alderman Reimer read the Resolution. Alderman Violet moved and Alderman Reitmeyer seconded the motion to put the Resolution to a final vote. The motion was approved and Resolution No. 1642 was adopted.

Barclay: Yes Reimer: Yes Sartorius: Yes Reitmeyer: Yes
Trupiano: Yes Violet: Yes Bateman: Yes Townsend: Yes
AYES: 8 NAYS: 0 ABSTENTIONS: 0 ABSENT: 0 MAYOR:

EXECUTIVE SESSION RE: LITIGATION, REAL ESTATE AND PERSONNEL, PURSUANT TO SECTION 610.021 (1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6)

Alderman Trupiano moved and Alderman Townsend seconded the motion to enter Executive Session re: Litigation, Real Estate and Personnel, pursuant to Section 610.021(1)(2)(3)(9)(12)(13)(14) & 610.022 (1-6) and then adjourn the Regular Board of Aldermen meeting from the Executive Session. With the motion approved, the Board of Aldermen entered Executive Session at approximately 8:00 p.m. Roll Call was taken as follows: President of the Board of Aldermen, Alderman Trupiano, yes; Alderman Townsend, yes; Alderman Sartorius, yes; Alderman Bateman, yes; Alderman Reitmeyer, yes; Alderman Barclay, yes; Alderman Violet, yes; Alderman Reimer, yes.

ADJOURNMENT OF THE EXECUTIVE SESSION AND THE REGULAR BOARD OF ALDERMEN MEETING

Alderman Barclay moved and Alderman Reitmeyer seconded the motion to adjourn the Executive Session and the Regular Board of Aldermen meeting. The motion carried and the Executive Session and the Regular Board of Aldermen meeting was adjourned at approximately 8:25 p.m. with roll call shown as follows: President of the Board of Aldermen, Alderman Trupiano, yes; Alderman Townsend, yes; Alderman Sartorius, yes; Alderman Bateman, yes; Alderman Reitmeyer, yes; Alderman Barclay, yes; Alderman Violet, yes; Alderman Reimer, yes.

Submitted by,

Patricia E. Smith
City Clerk



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

A handwritten signature in cursive script that reads "Len Pagano".

FROM: MAYOR LEN PAGANO

SUBJECT: APPOINTMENTS TO THE PLANNING AND ZONING COMMISSION

DATE: JANUARY 17, 2023

I am nominating the following individual for appointment from an Alternate Member to Member on the Planning and Zoning Commission as follows:

Shirley Moore, 1143 Spencer Road, St. Peters, MO 63376, (Ward 3) for the term effective immediately and expiring September 30, 2025.

Ms. Moore will be filling the vacancy of Lori Tainter, who resigned.

I am nominating the following individual for as an Alternate Member on the Planning and Zoning Commission as follows:

Madeline Barteau, 10 Terrestrial Hill, St. Peters, MO 63376, (Ward 4) for the term effective immediately and expiring September 30, 2023.

Ms. Barteau will be filling the vacancy of Shirley Moore, who was appointed to Member.

If you have any questions or comments regarding this appointment, please contact me.

APPLICATION

(Application(s) on file with the City Clerk's Office)



CITY OF ST. PETERS, MO

INTEROFFICE MEMORANDUM

TO: BOARD OF ALDERMEN

Jim Pagano

FROM: MAYOR PAGANO

SUBJECT: RE-APPOINTMENT TO THE ST. PETERS PARKS, RECREATION
AND ARTS ADVISORY BOARD

DATE: JANUARY 19, 2023

I am nominating the following individual for re-appointment as member to the Parks, Recreation and Arts Advisory Board:

Madaline Barteau, 10 Terrestrial Hill, St. Peters, MO 63376, (Ward 4)

Her term will expire January 31, 2025.

If you have any questions or comments regarding these appointments, please contact me.

APPLICATION

(Application(s) on file with the City Clerk's Office)

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT TO STUDY THE INTERSECTIONS OF MCCLAY ROAD AT HARVESTER ROAD AND AT JUNGERMANN ROAD (AWARD NO. TEAP070)

WHEREAS, the City of St. Peters has long been an advocate of improved transportation systems and facilities to promote the general health, safety and welfare of the community; and

WHEREAS, the United States Congress has authorized SAFETEA-LU funds to be used for transportation alternatives activities in order to facilitate transportation and transportation-related projects to be more fully integrated into the fabric of the communities they serve; and

WHEREAS, the Missouri Highways and Transportation Commission (“Commission”) is the agency designated to receive and dispense funds for the Traffic Engineering Assistance Program (TEAP); and

WHEREAS, the Commission has determined that a capacity improvement study of the McClay Road at Harvester Road and Jungermann Road intersections is consistent with the goals of the Traffic Engineering Assistance Program (TEAP).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the form, terms, and provisions of the Missouri Highways and Transportation Commission Traffic Engineering Assistance Program (TEAP) Agreement attached hereto, marked as Exhibit “A”, and incorporated by reference herein, be and they hereby are, in all respects approved, and that the City Administrator of the City of St. Peters, Missouri, is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer for and on behalf of said City said Agreement a capacity improvement study of the McClay Road at Harvester Road and Jungermann Road intersections (Award No. TEAP070) in substantially the form attached hereto. The City Clerk of said City is hereby authorized and directed to attest to said Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Missouri Highways and Transportation Commission Traffic Engineering Assistance Program (TEAP) Agreement.

SECTION 2. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise mollify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 26th day of January, 2023.

Len Pagano, as Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

Exhibit A

CCO Form: FS15
Approved: 10/96 (KMH)
Revised: 03/17 (MWH)
Modified: 10/22 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: CMAQ-7305(625)
Award Year: 2023
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CONGESTION MITIGATION AND AIR QUALITY AGREEMENT**

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §149 authorizes the funding of projects providing for congestion mitigation and air quality (CMAQ); and

WHEREAS, the Commission is the agency designated to receive and dispense such funds; and

WHEREAS, the Commission has determined that Harvester Road Project is consistent with the goals of the CMAQ funding; and

WHEREAS, the City has the resources to develop and provide such services.

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. §149, funds to be used for activities for CMAQ. The purpose of this Agreement is to grant the use of such funds to replace signal at Harvester Road and Queensbrooke Boulevard, construct a sidewalk along the east side of Harvester Road from Queensbrooke Boulevard to Sugarwood Drive, provide a signalized pedestrian crossing at the Queensbrooke Boulevard signalized intersection and install fiber optic cable interconnect for the Harvester Road and Queensbrooke Boulevard signal.

(2) SCOPE OF WORK: City shall provide planning and implementation to replace signal at Harvester Road and Queensbrooke Boulevard, construct a sidewalk along the east side of Harvester Road from Queensbrooke Boulevard to Sugarwood

Drive, provide a signalized pedestrian crossing at the Queensbrooke Boulevard signalized intersection and install fiber optic cable interconnect for the Harvester Road and Queensbrooke Boulevard signal in the Harvester Road area as more fully described in the attached Exhibit A which is incorporated herein by reference.

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

(4) INDEMNIFICATION:

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

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

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

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

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each

party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

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

(6) COMMISSION REPRESENTATIVE: The Commission's 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.

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

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

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

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, 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 provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission of the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

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

(10) 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.

(11) 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.

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

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

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

(15) ELIGIBLE EXPENDITURES: No expenditure or charges shall be eligible for reimbursement that are contrary to the provisions of this Agreement or not required for the carrying out of the project.

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

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 \$551,051. 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 the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. 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.

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

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of this project.

(20) INSPECTION OF CONTRACTOR'S RECORDS: The City shall assure that its contractors, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with this Agreement. The City shall make such materials available at such contractor's office at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri. Copies thereof shall be furnished at no charge, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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

(24) 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.

(25) 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.

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

(27) 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.

(28) 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 ST. PETERS

By_____

Title_____

Title_____

ATTEST:

ATTEST:

Secretary to the Commission

By_____

Title_____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title_____

Appendix A - Project Budget

FINANCIAL PLAN					
<i>Note: federal participation for a phase of work must not exceed 80% for most projects. Carpool/vanpool marketing & vanpool acquisition activities may be reimbursed up to 100%. Sponsor share of at least 50% is required for public-private partnerships.</i>					
Activity ⁶	Starting Federal Fiscal Year ⁷	Total Phase Cost	CMAQ Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2023	\$ 78,777	\$ 63,022	\$ 15,755	20.00%
Right-of-Way	FY 2024	\$ 15,000	\$ 12,000	\$ 3,000	20.00%
Construction Engineering	FY 2025	\$ 0	\$ 0	\$ 0	0.00%
Construction / Implementation	FY 2025	\$ 595,036	\$ 476,029	\$ 119,007	20.00%
TOTAL PROJECT COST		\$ 688,813	\$ 551,051	\$ 137,762	20.00%
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:			City of St. Peters		

Exhibit A – Scope of Work

The project will reconstruct the signal at Harvester Road and Queensbrooke Boulevard. A sidewalk will be constructed along the east side of Harvester Road from Queensbrooke Boulevard to Sugarwood Drive with a new signalized pedestrian crossing. A fiber optic cable interconnect will also be constructed to replace the current unreliable cellular system and will add video detection capacity.

Exhibit B – Project Schedule

Project Description: CMAQ-7305(625) Harvester Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	11/2022	01/2023	3
Engineering services contract submitted and approved*	02/2023	04/2023	3
Obtain environmental clearances (106, CE-2, etc.)	10/2022	05/2024	20
Public meeting/hearing			
Develop and submit preliminary plans	05/2023	10/2023	6
Preliminary plans approved	11/2023	12/2023	2
Develop and submit right-of-way plans	05/2023	01/2024	9
Review and approval of right-of-way plans	02/2024	03/2024	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	04/2024	05/2024	2
Right-of-way acquisition	06/2024	12/2024	7
Utility coordination	05/2023	12/2024	18
Develop and submit PS&E	02/2024	09/2024	8
District approval of PS&E/advertise for bids*	10/2024	12/2024	3
Submit and receive bids for review and approval	12/2024	03/2025	4
Project implementation/construction	03/2025	12/2025	9
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO.

AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (BROWN ROAD SUBDIVISION)

WHEREAS, the property owner has submitted to the City for review and approval the following record plat:

Brown Road Subdivision

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The record plat, Brown Road Subdivision, is hereby approved.

SECTION 2. The City Clerk will maintain a copy of said Record Plat on file with City Records.

SECTION 3. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of January, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE APPROVING A RECORD PLAT WITHIN THE CITY OF ST. PETERS, MISSOURI, FOR THE PURPOSE OF RECORDING IN ST. CHARLES COUNTY, MISSOURI (KINDRED HILL PLAT 2 AND EASEMENT PLAT)

WHEREAS, the property owner has submitted to the City for review and approval the following record plat:

Kindred Hill Plat 2 and Easement Plat

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. The record plat, Kindred Hill Plat 2 and Easement Plat, is hereby approved.

SECTION 2. The City Clerk will maintain a copy of said Record Plat on file with City Records.

SECTION 3. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of January, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI, TO EXECUTE A CONTRACT AGREEMENT WITH JEFF RODERFELD CONSTRUCTION LLC FOR THE WATER SERVICE LINE REPAIR PROGRAM

WHEREAS, the City of St. Peters owns, as a public utility, a water supply system operated for the general health, safety and welfare of the community; and

WHEREAS, the City administers a Water Service Line Repair Program for the benefit of its residents; and

WHEREAS, on November 20, 2021, the City of St. Peters solicited bids for the 2022 Water Service Line Repair Program Unit Pricing and awarded the contract to Jeff Roderfeld Construction LLC with the option of three (3) additional one-year period renewals subject to Jeff Roderfeld Construction LLC holding pricing; and

WHEREAS, as Jeff Roderfeld Construction LLC has agreed to hold their pricing for the next one year period, it is recommended that a contract agreement be executed with Jeff Roderfeld Construction LLC in the initial amount of One Hundred Eighty Thousand dollars (\$180,000.00) for the 2023 Water Service Line Repair Program Unit Pricing.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute a contract Agreement with Jeff Roderfeld Construction LLC in the initial amount of One Hundred Eighty Thousand dollars (\$180,000.00). Upon approval of the City Administrator, the initial contract amounts shall be adjusted as necessary based upon the final measured quantities purchased at the unit prices bid in the original contact.

SECTION 2. That the City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City of St. Peters.

SECTION 3. The Project approved by this Ordinance is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration

(“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Non-compliance with this ordinance will be investigated and adjudicated by the Department of Labor and Industrial Relations pursuant to RSMo 292.675.

SECTION 4. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed, and approved this 26th day of January, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO EXECUTE A CONTRACT WITH VIKING PAINTING, LLC. FOR SAND BLASTING, COATING AND STEEL REPAIRS AS NECESSARY TO THE KIMBERLY LANE WATER TOWER

WHEREAS, the City of St. Peters solicited bids for the recoating and miscellaneous repairs of the Kimberly Lane Water Tower; and

WHEREAS, bid proposals were received from six (6) firms; and

WHEREAS, it is recommended that the bid be awarded to the lowest qualified bidder, Viking Painting, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri, be and he is hereby authorized to execute a contract with Viking Painting, LLC in the initial amount of \$263,500.00. This includes the base bid for sand blasting and coating both the interior and exterior of the tower, bid alternate for coating of valve vault piping, (90) linear feet of weld repair to the roof truss structure, and roof "I"-beam replacement. Upon approval of the City Administrator, the initial contract amounts shall be adjusted as necessary based on the final measured quantities purchased at the unit prices bid in the contract for welding and steel repair.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City of St. Peters.

SECTION 3. The Project approved by this Ordinance is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Non-compliance with this ordinance will be investigated and adjudicated by the Department of Labor and Industrial Relations pursuant to RSMo 292.675.

SECTION 4. Savings.

Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

SECTION 5. Severability.

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid is no longer valid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 26th day of January, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

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No.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR OF THE CITY OF ST. PETERS, MISSOURI TO ENTER INTO A CONTRACT WITH LEON UNIFORM COMPANY FOR POLICE UNIFORM PURCHASES FOR THE PUBLIC SAFETY RECORDING SYSTEM

WHEREAS, the City of St. Peters has long been an advocate of dedicated, professional and efficient law enforcement services; and

WHEREAS, funds have been appropriated by the Board of Aldermen for the development and implementation of a Public Safety Recording System as part of the City budget; and

WHEREAS, the City recognizes the importance of properly equipping law enforcement officers so they might fulfil their responsibilities to the community of St. Peters: and

WHEREAS, it is recommended that the City purchase uniforms suitable for wear with the Public Safety Recording System.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

SECTION 1. That the City Administrator of the City of St. Peters, Missouri be and he is hereby authorized to enter into a Blanket Purchase Order with LEON Uniform Company, in the initial amount of \$180,000.00 for the purchase of police uniforms and equipment suitable for use with Officer video recording devices. Upon approval of the City Administrator, the initial contract amount shall be adjusted as necessary.

SECTION 2. The City Administrator be and he is hereby authorized to negotiate, execute and administer said contract on behalf of the City of St. Peters.

SECTION 3. Savings Clause. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause. If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision, which had been held invalid, is no longer invalid, said provision shall thereupon return to full force and effect

No.

without further action by the City and shall thereafter be binding.

SECTION 5. This ordinance shall be in full force and take effect from and after the date of its final passage and approval.

Read two times, passed and approved this 26th day of January, 2023.

Len Pagano, As Presiding Officer and as Mayor

Attest: _____
Patricia E. Smith, City Clerk

No.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ST PETERS AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT FOR AN INDUSTRIAL SITE DEVELOPMENT GRANT FOR THE PREMIER 370 BUSINESS PARK

WHEREAS the Missouri General Assembly appropriated \$75 million to the Department of Economic Development (DED) in House Bill 3020 to provide competitive grant funding for projects to create or expand industrial sites to further the statewide economic recovery from the negative economic impact of the COVID-19 pandemic, and

WHEREAS the grant program is funded through the U.S. Department of Treasury Coronavirus State Fiscal Recovery Fund (SFRF) authorized by the American Rescue Plan Act (ARPA), and

WHEREAS the City of St. Peters significantly contributes to the local economy through the ongoing development of the 950 acre Premier 370 Business Park that has attracted over \$500 million in industrial development and established thousands of jobs thus far, and

WHEREAS the City has partnered with NorthPoint Development, LLC. to add an additional 1.6 million square feet of industrial space to the Premier 370 Business Park and needs to build public roadway and water and sewer infrastructure to support this project, and

WHEREAS the City of St. Peters is prepared to meet all required conditions of the Department of Economic Development grant program and to expeditiously complete the project to meet the goal of more investment in industrial development to expand the economy and create more jobs.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. PETERS, MISSOURI, AS FOLLOWS:

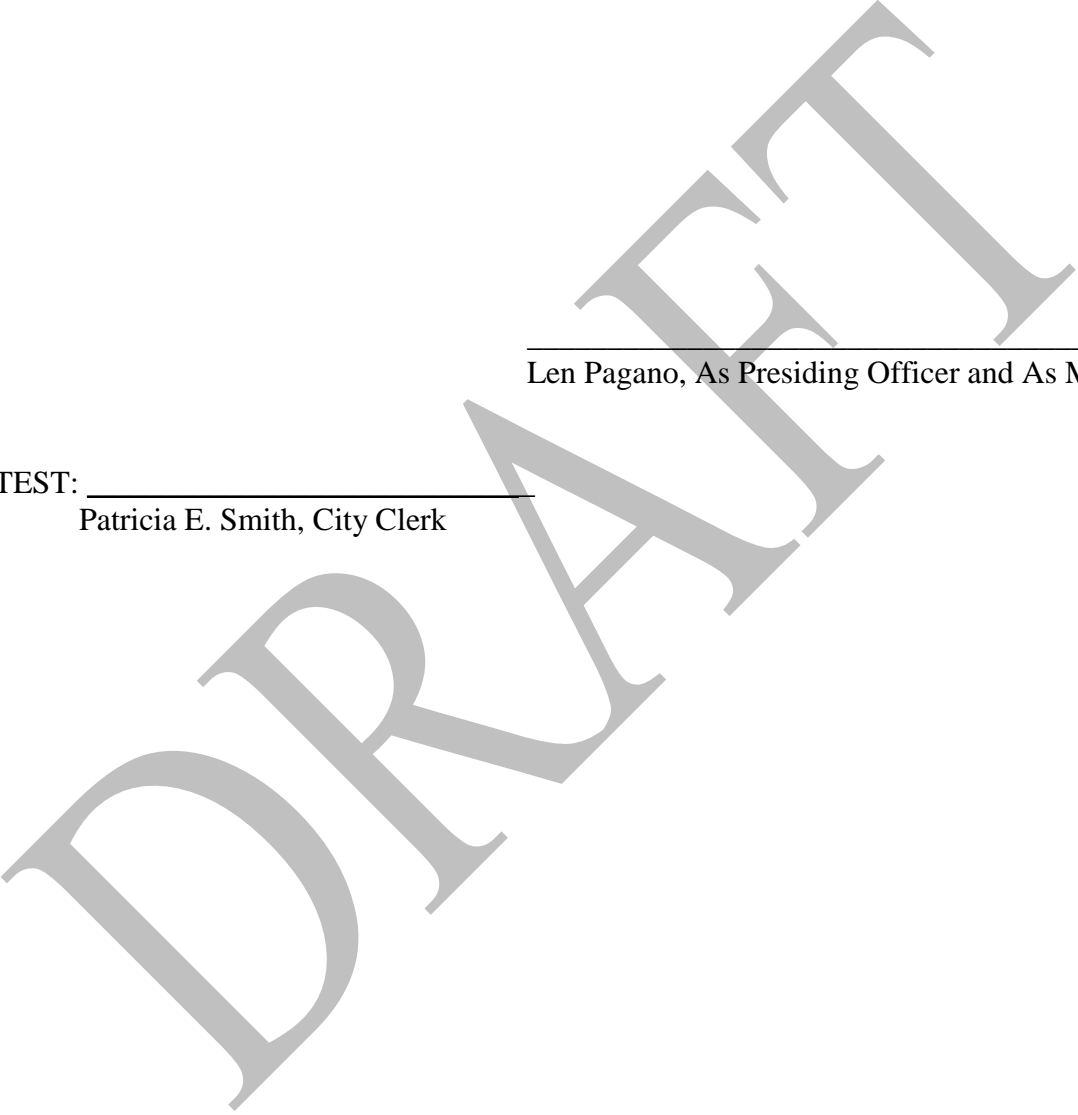
SECTION NO. 1: That the City Administrator be and he is hereby authorized to execute and file an application on behalf of the City of St. Peters with the State of Missouri for grant funding to aid in the completion of qualifying projects to further industrial site development to grow the economy to recover from the negative economic impact of the COVID-19 pandemic. Project Description – Premier 370 Business Park North – Infrastructure Project.

SECTION NO. 2. That William J. Malach, City Administrator is hereby authorized and directed to furnish such information as the Missouri Department of Economic Development may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri

Department of Economic Development as may be required by law or regulation, and to receive payment on behalf of the applicant.

SECTION NO. 3: This Resolution shall take effect upon its adoption by the Board of Aldermen of the City of St. Peters, Missouri.

Read and adopted this 26th day of January, 2023.



Len Pagano, As Presiding Officer and As Mayor

ATTEST: _____
Patricia E. Smith, City Clerk