



## SPECIAL ANNOUNCEMENT REGARDING CITY COUNCIL MEETINGS

Due to the forecasted severe weather, the City Council is holding its meeting remotely via zoom for the safety of the general public, staff and each other. Under Section 610.015 of the Mo. Sunshine Law, members of the City Council who are not physically present in the Council Chambers as a result of this emergency will participate and vote on all matters.

To follow along with the City Council meeting please see instructions below. To make a comment during the public comment portion of the meeting please either click the hand icon via Zoom to "raise" your hand, or if you are dialing in from a phone you will "raise your hand" by dialing \*9. Raised hands will be called on the order received. ***Any citizen comments received by e-mail by 4:00 p.m. on Thursday, February 3, 2022 will be distributed to the Mayor and City Council.***

You are invited to a Zoom webinar.

**When: Feb 3, 2022 07:00 PM Central Time (US and Canada)**

**Topic: February 3, 2022 City Council Meeting**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83758368949>

Or to Join by Telephone:

Dial: +1 301 715 8592 or +1 312 626 6799

Webinar ID: 837 5836 8949

***The City Council meetings will be live-streamed and members of the public can observe the meetings by clicking on the link below:***

[www.Kirkwoodmo.org/livestream](http://www.Kirkwoodmo.org/livestream)

**\*\*SEE THE FOLLOWING PAGES FOR THE AGENDA**



## **Kirkwood City Council**

### **Agenda**

#### **Via Zoom**

**Thursday, February 3, 2022, 7:00 p.m.**

***Posted on January 28, 2022 / Revised & Posted on February 1, 2022***

**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. INTRODUCTIONS AND RECOGNITIONS - NONE**

**IV. PRESENTATIONS - NONE**

**V. PUBLIC HEARINGS**

1. A request for a Special Use Permit for a Major Animal Facility in the Woodbine Center at 455-459 South Kirkwood Road.

**VI. PUBLIC COMMENTS – 3 MINUTE LIMIT PER PERSON**

The Public Comments portion of the meeting is an opportunity for the City Council to listen to comments from citizens. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. The Mayor may refer any matter brought up to the City Council to the Chief Administrative Officer or City Clerk if action is needed.

**VII. CONSENT AGENDA**

All items within the Consent Agenda will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council. The expenditures listed in the consent agenda are items already approved in the current city budget.

- a) Approval of the January 20, 2022 Council Meeting Minutes

**VIII. UNFINISHED BUSINESS**

1. Bill 10910, authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded Surface Transportation Program (STP) 5502(614) South Clay Avenue Improvement Project
2. Bill 10911, authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded Surface Transportation Program (STP) 5502(615) South Kirkwood Road Improvement Project
3. Bill 10912, appropriating funds in the amount of \$406,896 from the Equitable Sharing Fund Balance to the Police Department Machinery and Equipment Account, accepting the proposal of REJIS Commission in the amount \$406,896 (which includes a one year maintenance cost of \$90,693) for the purchase, implementation, and maintenance of a new Computer Aided Dispatch (CAD)



System, for an initial term of 84 months with the option to renew for up to three additional 12 month terms pending budgetary approval, and authorizing and directing the Director of Procurement to issue a Purchase Order

**IX. NEW BUSINESS**

1. Bill 10913, vacating a 10' wide easement to the City of Kirkwood as established by instrument recorded in Book 4496, Page 78 of the St. Louis County records, located in Block 2 of the Town (now City) of Kirkwood, Section 1, Township 44 North, Range 5 East of the Fifth Principal Meridian, located in the City of Kirkwood, St. Louis County, Missouri, the centerline of which, is more particularly described as follows and as shown on Exhibits A and B
2. Resolution 10-2022, authorizing the purchase of a 2017 Chevrolet Traverse from the National Insurance Crime Bureau in the amount of \$1.00 for the Police Department

**X. CONSENT AGENDA ITEMS FOR DISCUSSION (IF ANY)**

**XI. CITY COUNCIL REPORTS**

**XII. CHIEF ADMINISTRATIVE OFFICER REPORTS**

**XIII. CITY ATTORNEY REPORTS**

**XIV. CITY CLERK REPORTS**

1. Planning & Zoning Commission Meeting Reports (if any)
2. Upcoming Public Hearings:  
February 17, 2022
  1. City of Kirkwood Budget for Fiscal Year 2022/2023
  2. Downtown Special Business District Budget for Fiscal Year 2022/2023

**XV. MEETING ADJOURNMENT**

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on February 17, 2022.**

**CONTINUED ITEMS**

NONE

**TABLED ITEMS**

NONE





**Kirkwood City Council:** Mayor Tim Griffin, Council Members Maggie Duwe, Liz Gibbons, Bob Sears, Wallace Ward, Kara Wurtz, and Mark Zimmer

**Contact Information:** For full City Council contact information visit [www.kirkwoodmo.org/council](http://www.kirkwoodmo.org/council). To contact the City Clerk call 314-822-5802. To contact the Chief Administrative Officer call 314-822-5803.

**Accommodation:** The City of Kirkwood is interested in effective communication for all persons. Persons requiring an accommodation to attend and participate in the meeting should contact the City Clerk at 314-822-5802 at least 48 hours before the meeting. With advance notice of seven calendar days, the City of Kirkwood will provide interpreter services at public meetings for languages other than English and for the hearing impaired. Upon request, the minutes from this meeting can be made available in an alternate format, such as CD by calling 314-822-5802.



# PROCEDURE FOR PUBLIC HEARING

Mayor: At this time the council will recess to conduct a public hearing regarding:

**A request for a Special Use Permit for a Major Animal Facility in the Woodbine Center at 455-459 South Kirkwood Road.**

Mayor: Mr. Hessel, do you wish to enter any exhibits into the record?

Mayor: Mr. Hawes, who will present this issue to the City Council?

**City Planner II Amy Lowry**

Mayor: David, has anyone completed a card to speak regarding this proposal?

Mayor: Is there anyone in the audience that did not complete a card that wishes to speak regarding this issue? (Please be sure to fill out a card before you leave so your name and address is reflected in the record)

Mayor: Hearing no further discussion, the council will take this matter under advisement and consider the hearing to be recessed.



# AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

} S.S.

Page 1 of 1

Before the undersigned Notary Public personally appeared **Brandon Crail** on behalf of **THE COUNTESS, ST. LOUIS COUNTY** who, being duly sworn, attests that said newspaper is qualified under the provisions of Missouri law governing public notices to publish, and did so publish, the notice annexed hereto, starting with the **January 14, 2022** edition and ending with the **January 14, 2022** edition, for a total of 1 publications:

01/14/2022

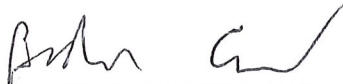
**CITY OF KIRKWOOD  
NOTICE OF PUBLIC HEARING  
BEFORE THE CITY COUNCIL OF  
KIRKWOOD, MISSOURI**

The Council of the City of Kirkwood will hold a public hearing in City Hall, 139 South Kirkwood Road, Kirkwood, Missouri at the hour of 7:00 p.m., Thursday, February 3, 2022 to consider the following:

***A request for a Special Use Permit for a Major Animal Facility in the Woodbine Center at 455-459 South Kirkwood Road.***

Laurie Asche  
City Clerk

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12068816 County Jan. 14, 2022



**Brandon Crail**

Subscribed & sworn before me this 14<sup>th</sup> day of Jan., 2022  
(SEAL)



**Notary Public**


CHANEL JONES  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St Louis County  
My Commission Expires: August 08, 2022  
Commission Number: 14397721

## AFFIDAVIT OF PUBLICATION

Date: 01/14/22

City of Kirkwood  
139 S. Kirkwood Rd.  
Kirkwood, MO 63122

I, Randy Drilingas, being duly sworn, both depose and say that I am an authorized representative of the WKTimes LLC, publishers of the Webster-Kirkwood Times Newspaper in the county of St. Louis, MO, and that the advertisement shown below was published in the Webster-Kirkwood Times January 14, 2022 edition.

  
Authorized Agent, Randy Drilingas  
Webster-Kirkwood Times



**NOTICE OF PUBLIC HEARING**  
before the City Council of  
City of Kirkwood, MO

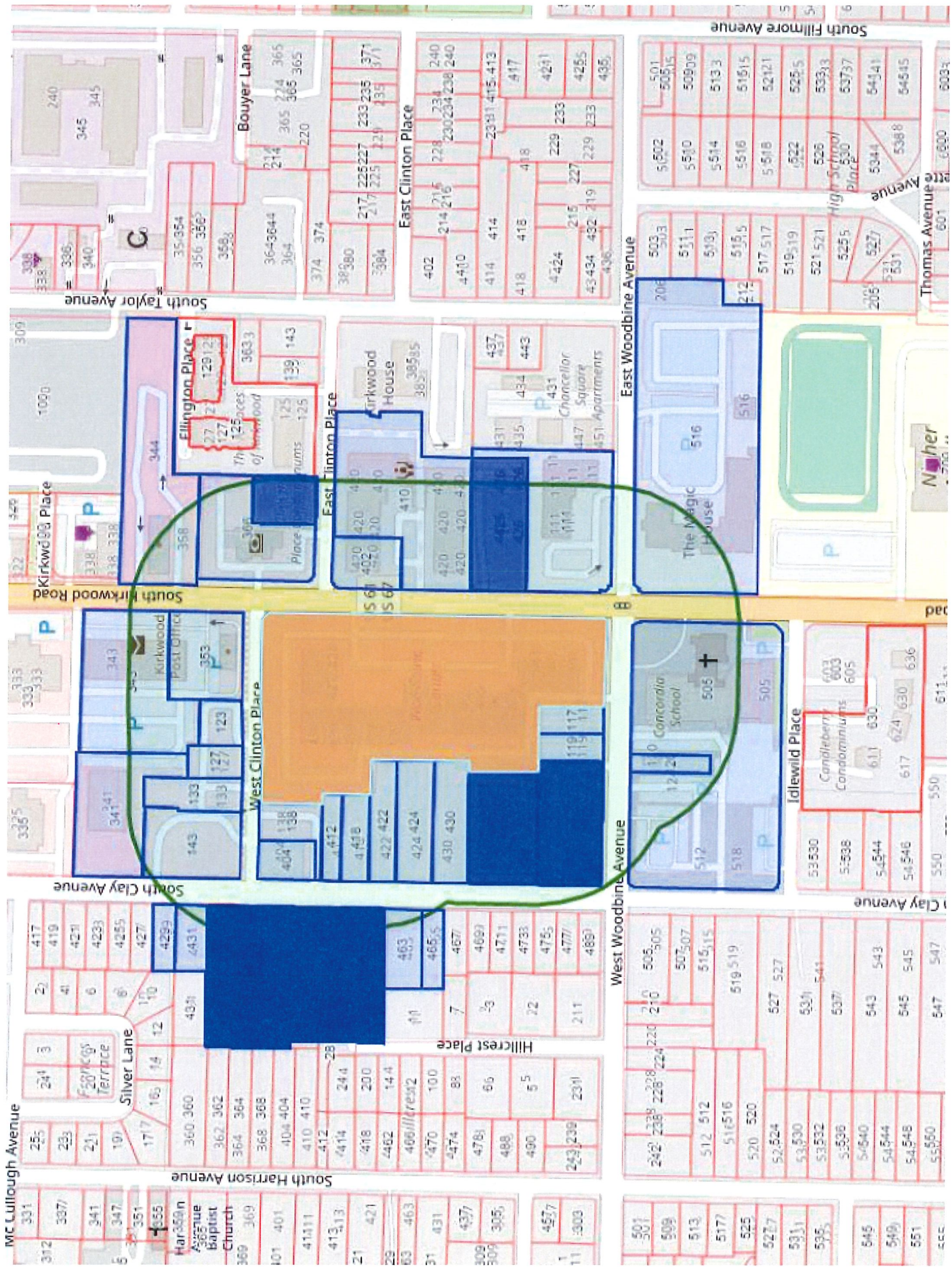
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Laurie Asche, City Clerk

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MC Lullough Avenue

South Harrison Avenue

South Clay Avenue

West Woodbine Avenue

Clay Avenue

East Woodbine Avenue

East Clinton Place

East Clinton Place

West Clinton Place

East Clinton Place

South Taylor Avenue

South Fillmore Avenue

Thomas Avenue

High School

N. Her

Idlewild Place

Concordia School

The Magic House

Kirkwood House

Chancellor Square

Kirkwood Post Office

Concordia School

The Magic House

Kirkwood Post Office

PROPERTY OWNER  
219 ALTUS PLACE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 W WOODBINE AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
119 W WOODBINE AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
11 BABLER LN  
SAINT LOUIS, MO 63124

PROPERTY OWNER  
465 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
424 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
463 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
2017 WILLOW LEAF DR  
SAINT LOUIS, MO 63131

PROPERTY OWNER  
418 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1630 DES PERES RD, STE 290  
SAINT LOUIS, MO 63131

PROPERTY OWNER  
412 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
138 W CLINTON PL  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
514 ANGENETTE AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W CLINTON PL #2737  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
133 W CLINTON PL  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
20 ALLEN AVE, STE 400  
SAINT LOUIS, MO 63119

PROPERTY OWNER  
127 W CLINTON PL  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
143 W CLINTON PL  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
111 E WOODBINE AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
516 S KIRKWOOD RD  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
505 S KIRKWOOD RD  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
P.O. BOX 220881  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
350 S KIRKWOOD RD  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
431 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1034 S BRENTWOOD BLVD,  
STE 1060  
SAINT LOUIS, MO 63117

PROPERTY OWNER  
457 S CLAY, UNIT B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
451 S CLAY, APT A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
451 S CLAY AVE, APT B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
452 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
453 S CLAY AVE, APT A  
SAINT LOUIS, MO 63122



PROPERTY OWNER  
1198 FORSYTHE AVE  
COLUMBUS, OH 43201

PROPERTY OWNER  
455 S CLAY AVE, APT A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
205 BEACON POINT LN  
GROVER, MO 63040

PROPERTY OWNER  
433 S CLAY AVE, #3  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE BLVD, #B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
2912 GREENLEAF DR  
SAINT CHARLES, MO 63303

PROPERTY OWNER  
461 S CLAY AVE, APT D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
437 S CLAY AVE, APT 3  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
437 S CLAY AVE, APT 4  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
9942 WATSON RD  
SAINT LOUIS, MO 63126

PROPERTY OWNER  
437 S CLAY AVE, APT 3  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
436 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E CLINTON PLACE, #7  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
2201 3<sup>RD</sup> AVE, #1501  
SEATTLE, WA 98121

PROPERTY OWNER  
133 WEBSTER WOODS DR  
SAINT LOUIS, MO 63119

PROPERTY OWNER  
432 S CLAY AVE, #101  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E CLINTIN PL, #7  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
2201 3<sup>RD</sup> AVE #1501  
SEATTLE, WA 98121

PROPERTY OWNER  
133 WEBSTER WOODS DR  
SAINT LOUIS, MO 63119

PROPERTY OWNER  
432 S CLAY AVE, #101  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
434 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
433 S CLAY AVE, #4  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
659 N CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
433 S CLAY AVE, #2  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
435 S CLAY AVE, #2  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE AVE, UNIT A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E CLINTON PL, #5  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E CLINTON PL, #6  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE, B  
SAINT LOUIS, MO 63122



PROPERTY OWNER  
123 W WOODBINE AVE, C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE AVE, F  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
262 HORSESHOE DR  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 S KIRKWOOD RD, A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE AVE, I  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE, J  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE, E  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
P.O. BOX 410  
CHESTERFIELD, MO 63006

PROPERTY OWNER  
806 ST ALBANS DR  
FARMINGTON, MO 63640

PROPERTY OWNER  
426 S KIRKWOOD RD, B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 S KIRKWOOD RD, C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
435 S CLAY AVE, #5  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
440 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
461 S CLAY AVE, B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
461 S CLAY AVE, C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
11017 SANDISTAN DR, F  
SAINT LOUIS, MO 63146

PROPERTY OWNER  
5513 CARIBBEAN PL  
JONESBORO, AR 72404

PROPERTY OWNER  
9942 WATSON RD  
SAIN TLOUIS, MO 63126

PROPERTY OWNER  
426 S KIRKWOOD RD, D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
437 S CLAY AVE, #8  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
211 N TAYLOR AVE, #302  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
437 S CLAY AVE, #1  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
437 S CLAY AVE, #2  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE AVE, UNIT H  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1107 RICHLAND MEADOWS DR  
BALLWIN, MO 63021

PROPERTY OWNER  
440 S CLAY AVE, #308  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E CLINTON PL, #4  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE AVE, C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE, D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
917 CORMAR DR  
SAINT LOUIS, MO 63125

PROPERTY OWNER  
440 S CLAY AVE, #305  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
440 S CLAY AVE, #306  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
123 W WOODBINE AVE, D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE AVE, I  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
141 W WOODBINE AVE, J  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
435 S CLAY AVE, #6  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1490 SCHOETTLER RD  
CHESTERFIELD, MO 63017

PROPERTY OWNER  
454 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
555 12<sup>TH</sup> ST, STE 1250  
OAKLAND, CA 94607

PROPERTY OWNER  
443 S CLAY AVE, C  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
4922 BRUNSTON DR  
SAINT LOUIS, MO 63128

PROPERTY OWNER  
443 S CLAY AVE, D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
459 S CLAY AVE, A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
364 N WOODLAWN AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 N KIRKWOOD RD, E  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 S KIRKWOOD RD, F  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 S KIRKWOOD RD, G  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 S KIRKWOOD RD, H  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
426 S KIRKWOOD RD, I  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
262 HORSESHOE DR  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
441 S CLAY AVE, D  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
9942 WATSON RD  
SAINT LOUIS, MO 63126

PROPERTY OWNER  
441 S CLAY AVE, B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
847 PENNY LN  
SAINT PETERS, MO 63376

PROPERTY OWNER  
443 S CLAY AVE, A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
455 S CLAY AVE, B  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
457 S CLAY AVE, A  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
456 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
439 S CLAY AVE, #6  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
9942 WATSON RD  
SAINT LOUIS, MO 63126

PROPERTY OWNER  
5412 LANGSWORTH DR  
SAINT LOUIS, MO 63129

PROPERTY OWNER  
440 S CLAY AVE, #304  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
439 S CLAY AVE, #1  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
433 S CLAY AVE  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
440 S CLAY AVE, #303  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
440 S CLAY AVE, #302  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
117 E CLINTON PL, UNIT 1  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
1216 PASEO JUANITA ST  
SIERRA VISTA, AZ 85635

PROPERTY OWNER  
117 E CLINTON PL, UNIT 3  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
435 S CLAY, #3  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
440 S CLAY AVE, #309  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
7719 N KANSAS AVE  
KANSAS CITY, MO 64119

PROPERTY OWNER  
440 S CLAY AVE, #311  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
736 CASTLE RIDGE DR  
BALLWIN, MO 63021

PROPERTY OWNER  
1135 FRANCISCO ST., 8  
SAN FRANCISCO, CA 94109

PROPERTY OWNER  
426 S KIRKWOOD RD, J  
SAINT LOUIS, MO 63122

PROPERTY OWNER  
308 20<sup>TH</sup> AVE  
SAN FRANCISCO, CA 94121





WHERE COMMUNITY AND SPIRIT MEET ®

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January 6, 2022

Russell B. Hawes  
Chief Administrative Officer

At the January 5, 2022, meeting of the Planning and Zoning Commission, the following action was taken:

1. After a presentation by staff and the petitioner, the Commission recommended approval of a Special Use Permit for a Major Animal Facility in the Woodbine Center at 455-459 South Kirkwood Road subject to the conditions contained in staff's memo dated January 5, 2022.

The next meeting will be held on January 19, 2022.

Respectfully submitted,

Jim Adkins, Chair  
Planning and Zoning Commission

# MEMORANDUM

**TO:** PLANNING & ZONING COMMISSION  
**FROM:** AMY LOWRY, PLANNER II *AGL*  
**SUBJECT:** PZ-11-22, 455 – 459 SOUTH KIRKWOOD ROAD  
(WOODBINE CENTER) – VETERINARY PRACTICE  
PARTNERS, LLC, REQUEST FOR SPECIAL USE PERMIT  
(ANIMAL FACILITY, MAJOR)  
**ZONING:** B-4 PLANNED COMMERCIAL DISTRICT  
**DATE:** JANUARY 5, 2022  
**CC:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR



WHERE COMMUNITY AND SPIRIT MEET®

The petitioner is requesting a Special Use Permit to operate a veterinary clinic at 455 – 459 South Kirkwood Road in the Woodbine Center. This space was most recently occupied by St. Luke's Urgent Care Center. The applicant has indicated that there would be no exterior changes to the property. In the interior space of approximately 6279 square feet, the applicant would have waiting areas and reception, exam rooms, supply rooms, offices, and treatment rooms. The initial requested days and hours of operation would be Monday through Saturday from 7 a.m. to 7 p.m., with some Sundays and Holidays as needed. There are no boarding services, but sometimes an animal will need to be kept overnight due to a surgery.

## ***DISCUSSION:***

Zoning Matters signs were posted on the property on December 29, 2021. The land-use classification for the proposed use under the Zoning Code is an Animal Facility, Major, and such use requires a Special Use Permit in the B-4 planned commercial zoning district

## ***RECOMMENDATION:***

Staff finds that the proposed operations could be accomplished with few restrictions. Due to the simple nature of the request, Staff is requesting action from the Planning & Zoning Commission at the January 5, 2022 meeting rather than the formation of a subcommittee.

Staff recommends this petition be **approved** with the following conditions:

1. A Special Use Permit for an Animal Facility, Major shall be approved for 455 – 459 South Kirkwood Road in the Woodbine Center.
2. The days and hours of operation would be 7 a.m. to 10 p.m. Monday through Sunday.
3. Overnight boarding services are prohibited, however, overnight stays after surgery are permitted as medically needed.
4. Because the Woodbine Center is in the downtown area bounded by Bodley Avenue to the north, Taylor Avenue to the east, Woodbine Avenue to the south, and Clay Avenue to the west, a change in use with no expansion of the premises does not require additional parking or loading requirements.

5. The premises and improvements as approved by this Special Use Permit shall be in good working order and maintained in good repair at all times.
6. The applicant, by accepting and acting under the Special Use Permit approval granted, accepts the approval subject to the reservations, restrictions, and conditions set forth in the Code of Ordinances and in this memorandum and agrees to comply with each provision subject to the penalties prescribed under Section 1-8 of the Code of Ordinances and subject to revocation of this approval in the event such provisions are not complied with.
7. The Architectural Review Board shall approve all signs.



BILL

ORDINANCE

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR AN ANIMAL FACILITY, MAJOR AT 455–459 SOUTH KIRKWOOD ROAD (WOODBINE CENTER), SUBJECT TO CERTAIN CONDITIONS.

WHEREAS, Kent Reisenauer made application (PZ-11-22) for a Special Use Permit for an Animal Facility, Major for a veterinary clinic at 455–459 South Kirkwood Road located in the Woodbine Center in the B-4, Planned Commercial District; and

WHEREAS, the Planning and Zoning Commission did on the 5<sup>th</sup> day of January, 2022, by adopting the Staff memo dated January 5, 2022 (attached hereto and incorporated by reference herein), recommend the granting of said Special Use Permit after finding that the request met the criteria listed in Sections 25-20(e) of the Zoning and Subdivision Code, subject to certain conditions; and

WHEREAS, the Council did on the 3<sup>rd</sup> day of February, 2022, hold a public hearing with respect to such application after duly advertising and giving proper notice of such hearing, and does find that the granting of such Special Use Permit would not substantially increase traffic hazards or congestion, substantially increase fire hazards, adversely affect the character of the neighborhood, adversely affect the general welfare of the community, or overtax public utilities; and

WHEREAS, the Council does find that the granting of such Special Use Permit would meet the criteria listed in Sections 25-20(e) of the Zoning and Subdivision Code; and

WHEREAS, the Council does further find that the general welfare requires that such permit be subject to the conditions hereinafter set out.

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

SECTION 1. A Special Use Permit is hereby granted for an Animal Facility, Major for a veterinary clinic at 455–459 South Kirkwood Road subject to the following conditions:

1. A Special Use Permit for an Animal Facility, Major shall be approved for 455 – 459 South Kirkwood Road in the Woodbine Center.
2. The days and hours of operation shall be 7 a.m. to 10 p.m. Monday through Sunday.
3. Overnight boarding services are prohibited, however, overnight stays after surgery are permitted as medically needed.

4. The Architectural Review Board shall approve all signs.

SECTION 2. The approval of this special use permit shall not authorize any person to unreasonably alter, increase, or redirect the surface water run off so as to cause harm to any person or property.

SECTION 3. The premises and improvements as approved by this Special Use Permit shall be in good working order and maintained in good repair at all times.

SECTION 4. The applicant, by accepting and acting under the Special Use Permit herein granted, accepts the permit subject to the reservations, restrictions, and conditions set forth in the Code of Ordinances and in this ordinance and agrees to comply with each provision subject to the penalties prescribed under Section 1-8 of the Code of Ordinances and subject to revocation of this permit in the event such provisions are not complied with.

SECTION 5. The applicant and its successors and assigns, by accepting and acting under the approval herein granted, accepts the approval subject to the condition that failure to abate any violation of this approval or any provisions of the Code of Ordinances of the City of Kirkwood within five (5) days after notice by hand delivery or first-class mail shall result in an administrative investigation fee of \$500 due to the City of Kirkwood. An invoice shall be issued. A Stop Work Order to cease all work on the premises except such work as directed by the Public Services Director to abate the violation may be issued for any work on the premises until the investigation fee is paid in full. The City may demand payment of said fee from the holder of the letter of credit, any bond, or escrow if not paid within 30 days of the invoice.

SECTION 6. The applicant further agrees by accepting and acting under this Special Use Permit herein granted that this ordinance does not grant applicant any special rights, privileges, or immunities.

SECTION 7. This ordinance shall become null and void in the event the applicant does not obtain an occupancy permit for the use approved by this ordinance within one year of the passage of this ordinance.

SECTION 8. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

City Clerk

Introduced: February 3, 2022

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 2/3/2022

### Step #1:

Strategic Plan NO

Goal # & Title

### Background To Issue:

Veterinary Practice Partners has submitted an application for a Special Use Permit for a major animal facility at 455 and 459 S. Kirkwood Road in the Woodbine shopping center. There are no proposed changes to the exterior of the building, other than signage. There are no proposed outside kennels or cages, or regular boarding services, although sometimes an animal may need to stay overnight due to a surgery.

### Recommendations and Action Requested:

At the January 5, 2022 Planning and Zoning Commission meeting, the project was approved unanimously by the 8 of 9 commissioners in attendance by adopting the City Staff memo on the project. A public hearing is requested, followed by City Council's consider of the Ordinance drafted to approve a Special Use Permit, subject to conditions.

### Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$0.00

Account #: 0

Project #:

Budgeted: YES

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Amy Lowry

Date: 1/26/2022

Authenticated: lowryag

You can attach up to 3 files along with this request.



2022-02-03 PZ-11-22  
Ordinance.doc  
Microsoft Word 97 - 2003  
Document  
41.0 KB



2022-01-05 PZ-11-22 Staff  
Memo.docx  
Microsoft Word Document  
66.7 KB



2022-02-3 PZ-11-22 CC  
Packet.pdf  
Adobe Acrobat Document  
5.79 MB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

*You can attach up to 3 files along with this request.*

 File Attachment

 File Attachment

 File Attachment

---

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

---

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.



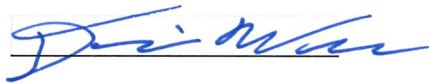
Approve



Disapprove

Chief Administrative Officer's Comments:

BY:

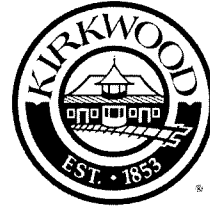


Date:

1/27/2022

# MEMORANDUM

**TO:** PLANNING & ZONING COMMISSION  
**FROM:** AMY LOWRY, PLANNER II  
**SUBJECT:** PZ-11-22, 455 – 459 SOUTH KIRKWOOD ROAD  
(WOODBINE CENTER) – VETERINARY PRACTICE  
PARTNERS, LLC, REQUEST FOR SPECIAL USE PERMIT  
(ANIMAL FACILITY, MAJOR)  
**ZONING:** B-4 PLANNED COMMERCIAL DISTRICT  
**DATE:** JANUARY 5, 2022  
**CC:** JONATHAN RAICHE, PLANNING & DEVELOPMENT SERVICES DIRECTOR



WHERE COMMUNITY AND SPIRIT MEET<sup>®</sup>

The petitioner is requesting a Special Use Permit to operate a veterinary clinic at 455 – 459 South Kirkwood Road in the Woodbine Center. This space was most recently occupied by St. Luke's Urgent Care Center. The applicant has indicated that there would be no exterior changes to the property. In the interior space of approximately 6279 square feet, the applicant would have waiting areas and reception, exam rooms, supply rooms, offices, and treatment rooms. The initial requested days and hours of operation would be Monday through Saturday from 7 a.m. to 7 p.m., with some Sundays and Holidays as needed. There are no boarding services, but sometimes an animal will need to be kept overnight due to a surgery.

***DISCUSSION:***

Zoning Matters signs were posted on the property on December 29, 2021. The land-use classification for the proposed use under the Zoning Code is an Animal Facility, Major, and such use requires a Special Use Permit in the B-4 planned commercial zoning district

***RECOMMENDATION:***

Staff finds that the proposed operations could be accomplished with few restrictions. Due to the simple nature of the request, Staff is requesting action from the Planning & Zoning Commission at the January 5, 2022 meeting rather than the formation of a subcommittee.

Staff recommends this petition be approved with the following conditions:

1. A Special Use Permit for an Animal Facility, Major shall be approved for 455 – 459 South Kirkwood Road in the Woodbine Center.
2. The days and hours of operation would be 7 a.m. to 10 p.m. Monday through Sunday.
3. Overnight boarding services are prohibited, however, overnight stays after surgery are permitted as medically needed.
4. Because the Woodbine Center is in the downtown area bounded by Bodley Avenue to the north, Taylor Avenue to the east, Woodbine Avenue to the south, and Clay Avenue to the west, a change in use with no expansion of the premises does not require additional parking or loading requirements.



5. The premises and improvements as approved by this Special Use Permit shall be in good working order and maintained in good repair at all times.
6. The applicant, by accepting and acting under the Special Use Permit approval granted, accepts the approval subject to the reservations, restrictions, and conditions set forth in the Code of Ordinances and in this memorandum and agrees to comply with each provision subject to the penalties prescribed under Section 1-8 of the Code of Ordinances and subject to revocation of this approval in the event such provisions are not complied with.
7. The Architectural Review Board shall approve all signs.



# APPLICATION FOR PLANNING AND ZONING REVIEW

DATE: 12/07/2021 CASE NUMBER: PZ-11-22  
 ZONING DISTRICT: B-4 LOCATOR NUMBER: \_\_\_\_\_  
 PROJECT ADDRESS: 439 S. KIRKWOOD RD, KIRKWOOD, MO  
 PROJECT NAME: VTP-KIRKWOOD VETERINARY HOSPITAL

## ACTION REQUESTED

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> CUP, Development Plan or Final Site Plan (circle one)<br><input type="checkbox"/> Development Plan, B4, B5, or R6 (circle one)<br><input type="checkbox"/> Final Site Plan, B4, B5, or R6 (circle one)<br><input type="checkbox"/> Site Plan Review, Minor or Major (circle one)<br><input type="checkbox"/> Site Plan Modification<br><input type="checkbox"/> Alternative Equivalency<br><input checked="" type="checkbox"/> Special Use Permit, Category: <u>ANIMAL FACILITY, MAJOR</u> | <input type="checkbox"/> Subdivision, Major<br><input type="checkbox"/> Subdivision Modification<br><input type="checkbox"/> Text Amendment<br><input type="checkbox"/> Vacation, Right-of-Way or Easement (circle one)<br><input type="checkbox"/> Zoning Map Amendment, From _____ to _____<br>Comments: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## PETITIONER INFORMATION

I (We) hereby certify that I (we) have legal interest in the hereinabove described property and that all information given herein is true and a statement of fact

Name (Print): Kent Reisenauer Signature: Kent Reisenauer Phone No.: 480-489-0574  
 Mailing Address: 601 S. Henderson Avenue Rd.#155 City: King of Prussia State: PA Zip: 19406  
 E-mail Address: kreisenauer@vetpartners.com

Petitioner's Status: ☒ Corporation ☐ Partnership ☐ Individual

Relationship of Petitioner to Property: ☐ Owner ☒ Tenant ☐ Option Holder (Attach Copy of Contract) ☐ Other

## AGENT INFORMATION

Agent's Name: RICK REUSCHEN Signature: [Signature] Phone No.: 317-558-2882  
 Mailing Address: 6470 N. SHADELAND AVE City: INDIANAPOLIS State: IN Zip: 46220  
 E-mail Address: rickr@mdarchitects.com

(NOTE: The petitioner's agent, if listed, shall receive all official communication)

## PROPERTY OWNERS

Signature required or submit proof petitioner has legal interest in property.

Name: <u>Tenant for Land Kent Reisenauer</u>	Name: _____
Signature: <u>Kent Reisenauer</u>	Signature: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____

## FOR CITY USE ONLY

Date Received: 12-15-2021 Total Received: \$1,000 Agenda Date: 1-5-2022

☐ B-4/B-5 Development Plan: \$1,000 + \_\_\_\_\_ Acres @ \$25/Acre or portion over one acre = \$ \_\_\_\_\_

☐ B-4/B-5 Final Site Plan: \$1,000

☐ B-4/B-5 Final Site Plan Amendment (when public hearing is not required): \$500

☐ CUP (Single family), Dev Plan/Preliminary Plat: \$1,000 + \_\_\_\_\_ Lots @ \$500/Lot = \$ \_\_\_\_\_

☐ CUP (Single family), Final Site Plan/Final Plat: \_\_\_\_\_ Lots @ \$100/Lot = \$ \_\_\_\_\_ + 1-1/4% of \$ \_\_\_\_\_ = \$ \_\_\_\_\_

☐ CUP, (Multi family), Development Plan/Prel. Plat: \$1,000 + \_\_\_\_\_ Dwelling units @ \$20/Each = \$ \_\_\_\_\_

☐ CUP, (Multi family), Final Site Plan/Final Plat: \$500 + 1-1/4% of \_\_\_\_\_ = \$ \_\_\_\_\_

☐ CUP, Final Site Plan/Final Plat Amendment: Public Hearing required \$800, Public Hearing not required \$500

☐ CUP, Final Site Plan Time Extension: \$300

☐ Mixed Use in B2 Development Plan: \$1,000 (includes SPR fee) + \$25/acre or portion over one acre

☐ Mixed use in B2 Final Site Plan: \$500

☐ Mixed use in B2 Final Site Plan Amendment: Public Hearing required \$800, Public Hearing not required \$500

☐ R6 Development Plan: \$1,000 + \_\_\_\_\_ Dwelling units @ \$20/Unit = \$ \_\_\_\_\_

☐ R6 Final Site Plan: \$500

☐ Sidewalk Waiver on \_\_\_\_\_ feet @ \$30/Foot = \$ \_\_\_\_\_ = \$ \_\_\_\_\_

☐ Site Plan Review (Major): \$1,000

☐ Site Plan Review (Major): Amendment \$800 or Extension: \$300

☐ Site Plan Review (Minor): \$500

☐ Site Plan Review (Minor) Amendment \$500 or Extension: \$300

☒ Special Use Permit: \$1,000 (waived if submitted with Site Plan Review)

☐ Special Use Permit Amendment: \$800 (waived if submitted with Site Plan Review)

☐ Subdivision (Major), Preliminary Plat \_\_\_\_\_ Lots @ \$500/Lot = \$ \_\_\_\_\_

☐ Subdivision (Major), Final Plat/Improvement Plans: \_\_\_\_\_ Lots @ \$100/Lot + 1.25% of \$ \_\_\_\_\_ = \$ \_\_\_\_\_

☐ Subdivision (Major) Amendment to Final Plat or Improvement Plans: \$200

☐ Vacation, Easement: \$100

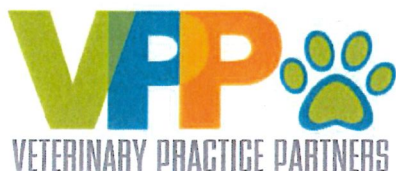
☐ Vacation, Right-of-way: \$200

☐ Zoning Code Text Amendment: \$1,000

☐ Zoning Map Amendment: \$1,000

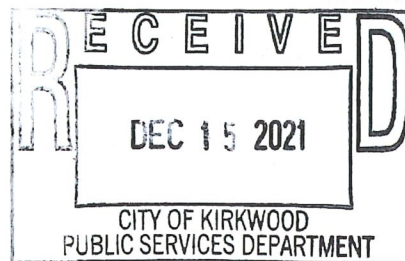
SUBCOMMITTEE ( \_\_\_\_\_ )





601 S. Henderson Rd., Ste. 155  
King of Prussia, PA 19406  
866-838-7278

City of Kirkwood, Missouri  
Planning Department  
139 S. Kirkwood, MO 63122



Attention: City Planner – Jonathan Raiche

RE: Kirkwood Operating LLC (veterinary hospital)  
@ The Woodbine Center – Suites 455 and 459 South Kirkwood Road, Kirkwood, MO  
Request for Conditional Use Approval

This letter outlines the type of use that we are requesting a conditional approval for as we seek to sign a lease in the near future. The Woodbine Center is a great location for the expansion of our veterinary practice and we have identified a great need in this area based on the demographics of the surrounding community.

Our veterinary practice will serve the entire community and in fact may offer services not seen at other local veterinary hospitals since we will also serve exotic animals.

Our service includes the following:

1. Hours of operation are typically 7am-7pm Monday through Saturday but there may be occasion to see a patient on Sundays depending on Holidays. We may also need to extend the hours slightly depending on the needs of the community.
2. We do not have boarding services but there may be times whereby an animal will need to stay overnight due to a surgery.
3. There are no outside kennels or cages, all cages and kennels are within the premises.
4. This is a service industry and there are no sales of food or drinks on the premises.
5. Typically depending on hours and number of clients/animals we will have between 12-15 staff at the veterinary hospital at one time. Our waiting area is divided into an area for dogs and another for cats. We also hope to engage a specialized veterinarian for exotics (birds etc).

Please know that were are excited to bring our high quality of veterinarian hospital services to your community and find this location a perfect fit.

Sincerely,

*Kent Reisenauer*

Kent Reisenauer  
VPP Project Manager

A handwritten signature in black ink, appearing to read 'Stu Robson'.

Dr. Stu Robson  
Veterinarian



WHERE COMMUNITY AND SPIRIT MEET®

---

December 28, 2021

Kent Reisenauer  
VPP Project Manager  
601 S. Henderson Rd. Suite 155  
King of Prussia, PA 19406

Rick Renschen  
MD Architects  
6470 N. Shadeland Ave.  
Indianapolis, IN 46220

SENT VIA EMAIL: [kreisenauer@vetpartners.com](mailto:kreisenauer@vetpartners.com) and [ricker@mdarchitects.com](mailto:ricker@mdarchitects.com)

SUBJECT: PZ-11-22, 455 & 459 SOUTH KIRKWOOD ROAD (WOODBINE CENTER) –  
VETERINARY PRACTICE PARTNERS, LLC, REQUEST FOR SPECIAL USE  
PERMIT (ANIMAL FACILITY, MAJOR)

Dear Messrs. Reisenauer and Renschen:

The City of Kirkwood Public Services Department is in receipt of your petition for a Special Use Permit for an Animal Facility, Major, for a proposed veterinary practice at 455 and 459 S. Kirkwood Road. This item will be placed on the Planning and Zoning Commission agenda for its **7:00 p.m. meeting Wednesday, January 5, 2021** at Kirkwood City Hall, 139 South Kirkwood Road. City Staff will make an introduction presentation regarding the request at this meeting. You, or your representative, should attend this meeting to present your information to the Commission and answer any questions the Commission members may have.

The Planning and Zoning Commission will review the application in accordance with the Zoning Code. The Public Services Department has the following comments concerning the application:

1. All work related to this petition must comply with all Kirkwood Ordinances including, but not limited to, building/sign and fire codes.

This is a preliminary review of the application. The Planning and Zoning Commission and Public Services Department will review the application in detail and provide further comments as necessary. This preliminary review is not an approval or acceptance of any part of the application submitted.

The applicant is further advised that it is your responsibility to follow the petition through the entire process and to satisfy all submittal requirements and deadlines. Also note, this application and review does not grant the applicant any special rights, privileges, or immunities, and that all provisions of the Kirkwood Code of Ordinances shall apply.

Sincerely,

CITY OF KIRKWOOD

A handwritten signature in blue ink, appearing to read "Amy Lowry".

Amy Lowry, AICP

Planner II

314-822-5815

[lowryag@kirkwoodmo.org](mailto:lowryag@kirkwoodmo.org)



**APPLICATION FOR PLANNING AND ZONING REVIEW  
APPLICATION CHECKLIST (NON SUBDIVISION)  
MARCH 2021**

**MUST BE SIGNED AND ATTACHED TO APPLICATION FORM**

The Planning and Zoning Commission meets on the first and third Wednesdays of each month at 7:00 p.m. in the Council Chambers at Kirkwood City Hall, 139 South Kirkwood Road (see attached schedule). Submittal of a petition authorizes the City to place a Zoning Matters sign on the premises advising the public of the petition.

An applicant shall complete and submit the following items to the Public Services Department according to the attached schedule. ***These are the minimum submittal requirements needed for review. Failure to provide all information will result in the application being delayed or returned.***

☒ **APPLICATION FORM.** All forms must be completed in full, including signature of property owners. A copy of the Contract between the property owner and petitioner will suffice. Incomplete or partial applications will not be accepted and will be returned to the petitioner. *All designated spaces on the forms must be appropriately filled in prior to filing of the application.*

☒ **COVER LETTER.** A one-page letter describing the project in detail, including nature of business, proposed use, hours of operation, number of employees, etc.

LS ☒ **PROOF OF OWNERSHIP.** A copy of the title, deed, title commitment, or survey which includes the legal description of the property and present ownership only if the owner's signature does not match County records.

☒ **DRAWINGS.**

✓(a) **Site plan** shall be signed and sealed by a Professional Engineer and shall show all required information as noted on attached checklist.

- (1) 16 sets 11"x17" (folded into 8.5"x11"); and
- (2) 3 sets 24"x36" (folded into 12"x9").

✓(b) **Floor plan**, if applicable - 16 copies 11"x17", folded.

na (c) **Landscaping plan** showing the required information as noted on attached checklist (Article VIII Sections 25-58 through 25-61 of the Zoning and Subdivision Code)

- (1) 16 sets 11"x17" (folded into 8.5"x11") and
- (2) 3 sets 24"x36" (folded into 12"x9").

na (d) **Lighting Plan** shall be signed and sealed by a registered design professional and include all information as required in Section 25-52 of the Zoning and Subdivision Code.

- (1) 16 sets 11"x17" (folded into 8.5"x11") and
- (2) 3 sets 24"x36" (folded into 12"x9")

na ☐ **TREE STUDY.** Study shall be signed by a certified forester, certified arborist, or landscape architect and include value of significant trees and protection methods. Trees on abutting public rights-of-way and private property within five feet of all property lines shall also be shown on study.

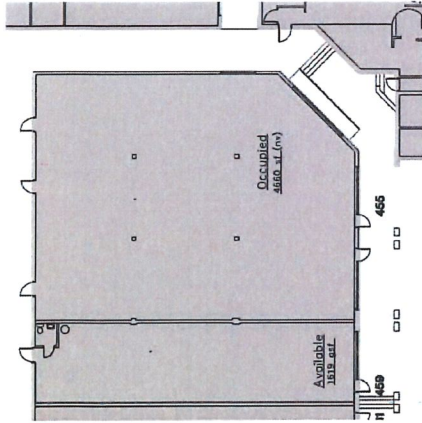
☒ **PHOTOGRAPHS.** Two sets of color photographs of site frontage, adjacent properties, and significant site features, including significant trees.

☐ **PROCESSING FEE.** See Application for filing fee required for application

\_\_\_\_\_  
Signature

12/07/2021  
\_\_\_\_\_  
Date

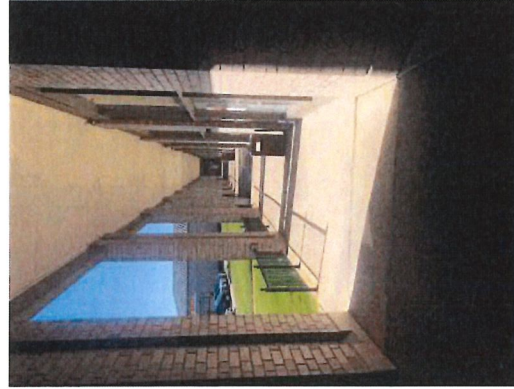




PLAN OF TENANT SPACES BEING OCCUPIED



VIEW OF THE FRONT



VIEW OF FRONT COLONADE



VIEW TOWARDS FRONT PARKING



VIEW OF NEIGHBORING TENANTS

NO WORK IS BEING PROPOSED FOR THE EXTERIOR.



12/06/21

## VPP KIRKWOOD ANIMAL HOSPITAL

SITE PHOTOGRAPHS - FRONT







ACCESS RAMP TO THE BACK OF THE BUILDING



REAR PARKING LOT



REAR PARKING LOT AND VIEW OF DRIVE AISLE TO WEST CLINTON PLACE



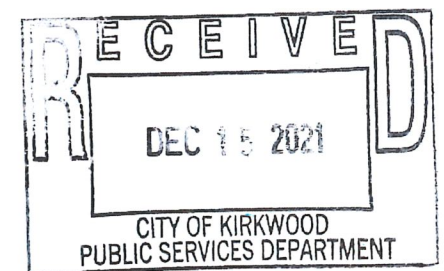
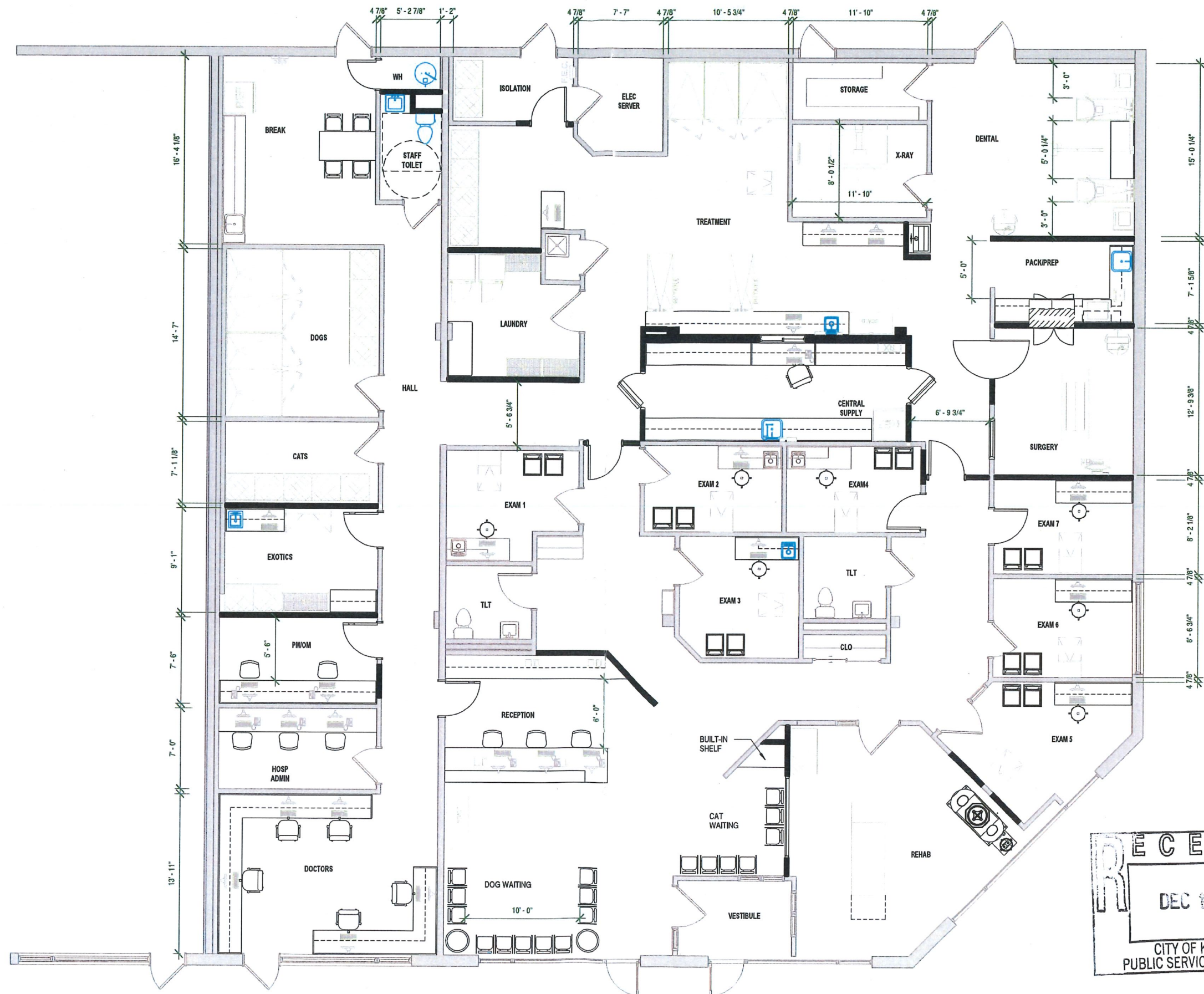
REAR PARKING LOT TOWARDS DUMPSTER ENCLOSURE



REAR PARKING LOT AND VIEW TOWARDS NEIGHBORING (TRUE) SOUTH PROPERTY

NO WORK IS BEING PROPOSED FOR THE EXTERIOR.





# VPP KIRKWOOD ANIMAL HOSPITAL

SPACE PLAN  
12/13/2021

PRESENTED BY:





**GRAPHIC SCALE**

1 inch = 30 feet

### LEGEND

- |     |                     |
|-----|---------------------|
| ⚡   | - UTILITY POLE      |
| —   | - SIGN              |
| ✴   | - LIGHT             |
| ⛑   | - FIRE HYDRANT      |
| ⛔   | - FIRE SHUT-OFF     |
| ☎   | - TELEPHONE SERVICE |
| ⚡   | - ELECTRIC SERVICE  |
| ⛶   | - GAS METER         |
| ⛶   | - GAS VALVE         |
| ⛶   | - WATER METER       |
| ⛶   | - WATER VALVE       |
| ⛶   | - TELEPHONE BOX     |
| ADT | - OVERHEAD Wires    |

2	09/15/08	L.W.K.	PER WEISS & GIACOMA, P.C. DATED SEPTEMBER 12, 2008
1	08/25/08	L.W.K.	PER WEISS & GIACOMA, P.C. DATED AUGUST 18, 2008
REV.	DATE	BY	DESCRIPTION
SUR.	R.S.	DES.	SCALE: VERT. 1" =
DRW.	L.W.K.	CHK. L.W.K.	HORIZ. 1" = 30'
DATE:	JUNE 16, 2008	U.S.D. NO. P--	SURVEY NUMBER 198501
			SHEET 1 OF 1
<p align="center"><b>JAMES ENGINEERING</b>  <b>&amp;</b>  <b>SURVEYING CO., NC.</b>  <b>ENGINEERS PLANNERS SURVEYORS</b></p> <p align="center">10811 BIG BEND BOULEVARD KIRKWOOD, MO. 63122          PHONE: (314) 822-1008 FAX: (314) 822-0006</p>			

To: RAC Partnership, L.L.C. and Old Republic National Title Insurance Company and Regions Financial Corporation.

This is to certify that this map or plot and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items 1, 2, 3, 4, 8, 7(a), 9, 9-10, 11(c), 13 and 16 of Table A thereto. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect at the date of this certification, undersigned further certifies that in my professional opinion, as a Land Surveyor registered in the State of Missouri, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

I also declare that under my supervision and to the best of my ability and professional judgment, and in a manner consistent with the degree of care and skill ordinarily exercised by members of the Land Surveying Profession currently, that the results shown herein are made in accordance with the Current Minimum Standards for Property Boundary Surveys as set forth by the Missouri Department of Natural Resources, Division of Geology and Land Survey and rules promulgated by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Landscape Architects, effective April, 2008, Urban Class Survey.

JAMES ENGINEERING & SURVEYING COMPANY, INC.

Agent:

Leo J. Klutho, FLS - 2003019212  
Professional Land Surveyor in Responsible Charge

NOTES:

1) SOURCE OF TITLE: Old Republic National Title Insurance Company - File Number: TPL-08-00082  
Dated: May 6, 2008  
ITEM 6: Easement: The Metropolitan St. Louis Sewer District in Book 7813, Page 643 (Affects the surveyed Property as shown hereon)  
ITEM 7: Easement: to Locidex Gas Company in Book 7839, Page 1524 (Affects the surveyed Property as shown hereon)

2) SOURCE OF BEARINGS: Adapted from plat of 440 SO. CLAY CONDOMINIUMS, according to the plat thereon recorded in Plat Book 243, Page 2 of the St. Louis County Records.

3) SOURCE OF DEED: Conveyed to R.A.C. Partnership, L.L.C., by Deed recorded in Book 10730, Page 2327 of the St. Louis County Records.

4) FLOOD NOTE: "Zone X" Areas determined to be outside 300-Year Floodplain (NOT a "Special Flood Hazard Area")  
City of Kirkwood, Community-Plan Number: 290382 0283 H, Effective Date: August 2, 1995

5) ZONING: "B-4" Planned Commercial District (No known zoning violations per Todd A. Rehg, P.E., Public Works Director of the City of Kirkwood, dated May 28, 2008)  
- Setbacks: As shown hereon

Any Zoning Information shown on this map is not meant to be a statement of compliance, which would be beyond the Surveyor's expertise.

6) The location of existing underground facilities, structures and utilities, if and when shown, would be plotted from available surveys and records and do not necessarily reflect the actual existence, nonexistence, type, location, depth or location, therefore these locations must be considered approximate. There may be others, the existence of which is presently not known. The contractor shall be responsible for verifying the actual location of all utilities, shown or not shown, and solid utilities shall be located in the field prior to any project construction.

7) There are 328 striped parking spaces, including 8 handicap spaces.

[illegible][illegible]



# ***THE CONSENT AGENDA IS ATTACHED***

- a) Approval of the January 20, 2022 Council Meeting Minutes





WHERE COMMUNITY AND SPIRIT MEET®

## **DRAFT**

### **Kirkwood City Council Meeting Minutes Kirkwood City Hall Thursday, January 20, 2022, 7:00 p.m.**

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, January 20, 2022, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present were Mayor Griffin, Council Member Gibbons, Sears, Ward, Wurtz and Zimmer. Also in attendance were Chief Administrative Officer Russell Hawes, Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Asche, Deputy City Clerk Kim Sansegraw, City Engineer Chris Krueger, Planning and Development Services Director Jonathan Raiche, Communications Manager Freddy Doss, and City Attorney John Hessel. Council Member Duwe was absent and excused.

#### **INTRODUCTIONS AND RECOGNITIONS**

NONE

#### **PRESENTATIONS**

NONE

#### **PUBLIC HEARINGS**

NONE

#### **PUBLIC COMMENTS**

1. Duane Orr, 3 Forest Oak Ct., O'Gallon, MO 63366, Kirkwood Fire Department employee, spoke regarding wage negotiations for Fire Department employees.

#### **CONSENT AGENDA**

Motion was made by Council Member Ward and seconded by Council Member Zimmer to approve the Consent Agenda. The Consent Agenda was unanimously approved.

- a) Approval of the January 6, 2022 Council Meeting Minutes

#### **UNFINISHED BUSINESS**

NONE

#### **NEW BUSINESS**

Bill 10910, an ordinance authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded Surface Transportation Program (STP) 5502 (614) South Clay Avenue Improvement Project was brought before the council. Motion was made by Council Member Zimmer and seconded by Council Member Wurtz to accept the bill for first reading approval. A discussion was held.

The bill received first reading approval and was held over.



WHERE COMMUNITY AND SPIRIT MEET\*

## DRAFT

Bill 10911, authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded Surface Transportation Program (STP) 5502(615) South Kirkwood Road Improvement Project was brought before the council. Motion was made by Council Member Wurtz and seconded by Council Member Gibbons to accept the bill for first reading approval. A discussion was held.

The bill received first reading approval and was held over.

Bill 10912, appropriating funds in the amount of \$316,203 from the Equitable Sharing Fund Balance to the Police Department Machinery and Equipment Account, accepting the proposal of REJIS Commission in the amount \$316,203 for the initial 12 month term with maintenance included for the purchase, implementation, and maintenance of a new Computer Aided Dispatch (CAD) System, remaining 72 months at rates listed in the cost sheet with the option to renew for up to three additional 12 month terms pending budgetary approval, and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the council. Motion was made by Council Member Sears and seconded by Council Member Zimmer to accept the bill for first reading approval. A discussion was held.

The bill received first reading approval and was held over.

Resolution 8-2022, amending the Cost Share Agreement with MoDOT for Manchester Phase I Project in the not to exceed amount of \$133,970 for ornamental lighting along Manchester Road within the Kirkwood City Limits and authorizing and directing the Mayor to enter into an amended agreement was brought before the council. Motion was made by Council Member Sears and seconded by Council Member Zimmer to accept the Resolution as read.

### Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"
Council Member Duwe	Absent

Resolution 9-2022, authorizing and directing the submittal of a Surface Transportation Program (STP) Application to East-West Gateway Council of Governments for federal funds for the Gravois Greenway/Grant's Trail Extension was brought before the council. Motion was made by Council Member Ward and seconded by Council Member Gibbons to accept the Resolution as read.



WHERE COMMUNITY AND SPIRIT MEET™

## DRAFT

### Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Ward	"Yes"
Council Member Wurtz	"Yes"
Council Member Gibbons	"Yes"
Council Member Sears	"Yes"
Council Member Duwe	Absent

### CONSENT AGENDA ITEMS FOR DISCUSSION NONE

### CITY COUNCIL REPORTS

Council Member Gibbons reported the Farmer's Market will be opening February 3, 2022 with a grand opening on February 5, 2022 for Flannel and Fires.

Council Member Gibbons reported the Special Business District will hold their annual meeting on March 9, 2022 from 6-8 p.m., the Snowflake Sale will be January 21-23, 2022 and the Route 66 Festival is scheduled for June 11, 2022.

Council Member Gibbons gave an update on getting a second Amtrak train. Council Member Gibbons along with David Pierce and Tammy Bruckerhoff met with the Tourism Commission regarding the economic impact of Amtrak, met with the governor's staff and met with the Transportation Sub-Committee asking for supplemental funding in this year's budget. On February 2, 2022 there will be a group speaking with the Transportation Commission.

### CHIEF ADMINISTRATIVE OFFICER REPORT NONE

### CITY ATTORNEY REPORT NONE

### CITY CLERK REPORT

Ms. Asche read the report of the January 19, 2022 meeting of the Planning and Zoning Commission. The following action was taken:

1. After a presentation by staff and the petitioner for a Zoning Code Text Amendment to add Animal Training as an Accessory Use in Single-Family Residential Zoning Districts, Commissioners Klippel, Washington, and Salzer-Lutz were appointed to the Subcommittee. A Subcommittee meeting will be held at the petitioner's residence at 551 North Clay Avenue on January 25 at 9 a.m.



WHERE COMMUNITY AND SPIRIT MEET®

## DRAFT

Ms. Asche reported on the following upcoming Public Hearings:

February 3, 2022

1. A request for a Special Use Permit for a Major Animal Facility in the Woodbine Center at 455-459 South Kirkwood Road.

February 17, 2022

1. City of Kirkwood Budget for Fiscal Year 2022/2023
2. Downtown Special Business District Budget for Fiscal Year 2022/2023

### ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 7:23 p.m. The next regular council meeting is scheduled for February 3, 2022 at 7:00 p.m.

---

Laurie Asche  
City Clerk

***Approved:***

BILL 10910

ORDINANCE

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT FOR THE AWARDED SURFACE TRANSPORTATION PROGRAM (STP) 5502(614) SOUTH CLAY AVENUE IMPROVEMENT PROJECT.

WHEREAS, City Council authorized for the submittal of a Transportation Improvement Program (TIP) Application under to East-West Gateway Council of Governments for federal funds for the South Clay Avenue Improvement Project, and

WHEREAS, the Missouri Highways and Transportation Commission has determined that the South Clay Avenue Improvement Project is consistent with the goals of the Surface Transportation Program (STP) and has awarded grant funding for the project, and

WHEREAS, the Engineering Department recommends the City enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded STP-5502(614) South Clay Avenue Improvement Project for 80% of the project costs not to exceed \$1,538,528.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded STP-5502(614) South Clay Avenue Improvement Project for 80% of the project costs not to exceed \$1,538,528.

Section 2. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:



# Legislation Request

## Ordinance

Place On The Agenda Of: 1/20/2022

### Step #1:

Strategic Plan YES

Goal # & Title Goal 5. Invest for the future through infrastructure. Objective C.2

### Background To Issue:

The Missouri Highways and Transportation Commission has determined that the South Clay Avenue Improvement Project is consistent with the goals of the Surface Transportation Program and has awarded funding for the project from East West Gateway. This project includes resurfacing and upgrading sidewalks between Adams Avenue and Woodbine Avenue and Raised Intersections at Argonne and S. Clay, and Argonne and Jefferson.

### Recommendations and Action Requested:

The Engineering Department recommends approval of an ordinance authorizing the Mayor to enter into an agreement with the Missouri Highways and Traffic Commission for the awarded project, STP-5502(614) South Clay Avenue Improvement Project to fund 80% of the project costs, not to exceed \$1,538,528.

### Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$0.00

Account #: 0

Project #:

Budgeted: YES

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Christopher Krueger

Date: 1/11/2022

Authenticated: kruegeca

You can attach up to 3 files along with this request.



STP-5502(614) Cover  
Letter.pdf  
Adobe Acrobat Document  
121 KB



STP-5502(614) Agreement.pdf  
Adobe Acrobat Document  
570 KB



FFATAForm1590SubRecipienti  
nformationForm.xlsx  
Microsoft Excel Worksheet  
33.6 KB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 1/11/2022

Authenticated: foanolsm

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Above project is included in the Five-Year Capital Plan over multiple years and is contingent upon approval of future budgets beginning on April 1, 2022, April 1, 2023, April 1, 2024, and April 1, 2025.

BY: Sandra Stephens

Date: 1/11/2022

Authenticated: stephesf

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Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.



Approve



Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 1-14-22

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Missouri Department of Transportation

1590 Woodlake Drive  
Chesterfield, Missouri 63017-5712  
314.275.1500  
Fax: 573.522.6475  
1.888.ASK MODOT (275.6636)

December 29, 2021

Mr. Chris Krueger, P.E.  
City of Kirkwood  
139 S. Kirkwood Road  
Kirkwood, MO 63122

RE: City of Kirkwood  
S. Clay Avenue  
Federal Project No. STP-5502(614)  
TIP# 7188A-23  
Draft Program Agreement and Programming Comments

Dear Mr. Krueger:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of STP-5502(614). Please use this number on all future project correspondence. **In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval.** This project will be administered per the direction given in the Local Public Agency (LPA) Manual. The LPA Manual can be viewed at MoDOT's website.

**Federal Aid Program Agreement**

Enclosed for your review is a draft copy of the STP program agreement for the above noted project. This agreement must be fully executed by the City and by the Missouri Highways and Transportation Commission (MHTC) before obligation of federal funds and authorization of reimbursable work. Federal Form 1273, 'Required Contract Provisions for Federal Aid Construction Contracts' (which outlines the requirements of the Federal-Aid process) is attached to the draft program agreement. If this program agreement is acceptable to the City, then please process the agreement through the DocuSign process and attach one copy of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreement. A fully executed program agreement will be returned to your office.

Also enclosed is the 1590 Federal Funding Accountability and Transparency Act (FFATA) form that must be filled out and returned to this office. This form is required from Local Agencies for each project receiving fed-aid funds.

**Consultant Contracts/Preliminary Engineering/Construction Engineering Costs**

Federal funds for Preliminary Engineering (PE) have been programmed in FY 2023. If the City is seeking federal funds for consultant engineering services, the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services, see LPA section 136.4 for details. As the City is developing the RFQ, please submit an estimate of cost for the consultant contract and a list of anticipated activities that will take place during the design process. This information will be used to determine a DBE goal for the contract, which will need to be included in the RFQ. LPA Figure 136.4.7 is a sample RFQ solicitation form. When the approved RFQ process is



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completed, please submit a .pdf copy of the Engineering Services Contract (ESC) using the ESC sample cover letter, LPA Fig. 136.4.9, to this office for review and approval. The standardized contract format in LPA Fig. 136.4.1 is required. A .pdf of the consultant's E-Verify MOU, Affidavit of Compliance, and Consultant Rating Sheets are also required.

If the consultant contract is estimated to be less than \$100,000, the City may select a firm from the LPA On-Call Consultant List for consideration without advertisement. For further information regarding using the LPA ON-Call Consultant List, please see section 136.4.2.4.3 of the LPA Manual. Please be aware that MoDOT's Division of External Civil Rights will now make DBE determinations for the PE phase on projects where consultants are selected from the ON-Call list. An estimate of cost for the consultant contract and a list of anticipated activities that will take place during the design process will now need to be submitted in order to establish DBE participation on the PE phase of the project.

#### **Design Criteria**

The City's engineer of record for this project will be considered responsible for determining the appropriate design parameters chosen, see LPA 136.7.2.7. If any improvements are to occur on MoDOT right of way, the project design criteria that will be used will need to be approved by MoDOT.

#### **Environmental Requirements**

The City must submit the LPA Request for Environmental Review (RER) to MoDOT's Environmental Division. The RER initiates MoDOT environmental and historic preservation staff's review of the project to determine the appropriate NEPA classification. The RER form is located in section 136.6.2 of the LPA Manual.

#### **Utilities, Public Meetings, Preliminary Plan Submittal**

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. To help address utility coordination issues, MoDOT now requires a Utilities Scoping Checklist for each utility. Please submit the Utility Scoping Checklist with the preliminary plans. (See EPG Figure 136.7.8).

During the environmental review process, the City will need to provide information about the type of public involvement. Depending on the impacts to the public, the public involvement will vary. Examples of public involvement include adding project information to the City's website, using press releases to notify the public, contacting nearby property owners to inform them about the project, and having a public hearing.

If a public hearing is required for this project, please provide this office with a copy of the public hearing advertisement that is to be published. Please refer to EPG Section 136.7.6 for further information.

#### **ADA requirements**

The Americans with Disabilities Act (ADA) requires that all facilities must be designed to current accessibility standards. When final plans for this project are submitted to MoDOT for review, the plans will need to include enough detail to show that sidewalks, curb cuts, detectable warning panels, etc., meet ADA requirements.

Once preliminary plans are complete, please submit an electronic copy of the plans via CD for review/approval.

If you have any questions, please contact me at [Thomas.McCloskey@modot.mo.gov](mailto:Thomas.McCloskey@modot.mo.gov) or (314) 453-1831.

Sincerely,

A handwritten signature in black ink that reads "Tom McCloskey". The signature is fluid and cursive, with the first name "Tom" and last name "McCloskey" clearly legible.

Tom McCloskey  
District Design Liaison  
MoDOT

Copy: Jason Lange – East West Gateway  
Brad Williams – East West Gateway

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

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5502(614)  
Award Year: 2023  
Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

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

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5502(614) involves:

Resurfacing, curb repair, curb ramp replacements, sidewalk replacement, crosswalk improvements, storm sewer system modifications and pavement marking and signage updates on South Clay Avenue from Adams Avenue to Woodbine Avenue and raised intersections at South Clay Avenue and Argonne Drive and South Clay Avenue and West Jefferson Avenue.

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



(2) LOCATION: The contemplated improvement designated as Project STP-5502(614) by the Commission is within the city limits of Kirkwood, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

South Clay Avenue from Adams Avenue to Woodbine Avenue and the intersections at South Clay Avenue and Argonne Drive and South Clay Avenue and West Jefferson Avenue.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

(8) INDEMNIFICATION:

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

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

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

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

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface

transportation system have been established by the City and the Commission subject to the approval of the FHWA.

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement.

The federal share for this project will be 80 percent not to exceed \$1,538,528. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5502(614) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

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

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

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

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

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

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

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

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

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

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

- (A) To the City:  
139 S Kirkwood Road  
Kirkwood, MO 63122
- (B) To the Commission:  
1590 Woodlake Drive  
Chesterfield, MO 63017

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

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

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

Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

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

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

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

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

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

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



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

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

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

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

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF KIRKWOOD

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

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

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STP-5502(614) South Clay Avenue

PROJECT DEVELOPMENT SCHEDULE <i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2021	10/2021	1
Execute agreement (project sponsor and DOT)	02/2022	03/2022	1
Engineering services contract submitted and approved*	10/2022	11/2022	2
Obtain environmental clearances (106, CE2, T&E, etc.)	01/2023	09/2023	9
Public meeting/hearing	03/2023	03/2023	1
Develop and submit preliminary plans	11/2022	03/2023	5
Preliminary plans approved	04/2023	05/2023	2
Develop and submit right-of-way plans	06/2023	07/2023	2
Review and approval of right-of-way plans	08/2023	09/2023	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	10/2023	10/2023	1
Right-of-way acquisition	11/2023	09/2024	11
Utility coordination	03/2023	06/2024	15
Develop and submit PS&E	01/2024	08/2024	9
District approval of PS&E/advertise for bids*	09/2024	10/2024	2
Submit and receive bids for review and approval	11/2024	01/2025	3
Project implementation/construction	02/2025	12/2026	22
* 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Form 1590 Sub Recipient (Project Sponsor) Information**

**Federal Funding Accountability and Transparency Act 2006 (FFATA)**

**This section to be complete by district liaison.**

**MoDOT District:** St. Louis

**Project Federal ID Number:** STP-5502(614)

**Project Dollar Amount (Federal only):** \$1,538,528.00

**Sub-Recipient (Project Sponsor) Information**

**Name and Address**

**Name:**

**Address:**

**City:**

**State:**

**Zip:**

**Project Sponsor DUNS Number:**

**Date of Central Contractor Registry (CCR) registration:**

Project Sponsor Annual Gross Revenues Exceed  
80% or more in Federal Awards

☐ **Yes**

☐ **No**

Sub-Recipients Annual Gross Revenues Equal or  
Exceed \$25,000,000

☐ **Yes**

☐ **No**

If either of the above questions are answered NO then project sponsor is exempt from the providing the officer compensation information in the next section.

Project sponsor Highly Compensated Officer

Officer Name

Officer Compensation

**Return form with program agreement OR mail, email or fax form to one of the following:**

Missouri Department of Transportation  
Financial Services Division  
105 West Capitol Avenue PO Box 270  
Jefferson City, MO 65102-0270

Fax Number: 1-573-522-1441  
Email: Obligate@modot.mo.gov

**PREPARED BY:**

**DATE:**

Name and Title:

Phone number:

Email:

ORDINANCE

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT FOR THE AWARDED SURFACE TRANSPORTATION PROGRAM (STP) 5502(615) SOUTH KIRKWOOD ROAD IMPROVEMENT PROJECT.

WHEREAS, City Council authorized for the submittal of a Transportation Improvement Program (TIP) Application under to East-West Gateway Council of Governments for federal funds for the South Kirkwood Road Improvement Project, and

WHEREAS, the Missouri Highways and Transportation Commission has determined that the South Kirkwood Road Improvement Project is consistent with the goals of the Surface Transportation Program (STP) and has awarded grant funding for the project, and

WHEREAS, the Engineering Department recommends the City enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded STP-5502(615) South Kirkwood Road Improvement Project for 80% of the project costs not to exceed \$1,578,999.

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

SECTION 1. The Mayor is hereby authorized and directed to enter into a Missouri Highways and Transportation Commission STP-Urban Program Agreement for the awarded STP-5502(615) South Kirkwood Road Improvement Project for 80% of the project costs not to exceed \$1,578,999.

Section 2. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 1/20/2022

### Step #1:

Strategic Plan YES

Goal # & Title Goal 5. Invest for the future through infrastructure. Objective C.2

### Background To Issue:

The Missouri Highways and Transportation Commission has determined that the South Kirkwood Road Improvement Project is consistent with the goals of the Surface Transportation Program and has awarded funding for the project from East West Gateway. This project includes resurfacing and upgrading sidewalks and curb ramps on South Kirkwood Road between Monroe Avenue and the BNSF Railroad Tracks (130' south of Grand Avenue).

### Recommendations and Action Requested:

The Engineering Department recommends approval of an ordinance authorizing the Mayor to enter into an agreement with the Missouri Highways and Traffic Commission for the awarded project, STP-5502(615) South Kirkwood Road Improvement Project to fund 80% of the project costs, not to exceed \$1,578,999.

### Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$0.00

Account #: 0

Project #:

Budgeted: YES

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

### Department Head Comments:

BY: Christopher Krueger

Date: 1/11/2022

Authenticated: kruegeca

You can attach up to 3 files along with this request.



STP-5502(615) Cover  
Letter.pdf  
Adobe Acrobat Document  
121 KB



STP-5502(615) Agreement.pdf  
Adobe Acrobat Document  
383 KB



FFATAForm1590SubRecipient  
InformationForm.xlsx  
Microsoft Excel Worksheet  
33.6 KB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**



Approve

Purchasing Director's Comments:

BY: Brian Mullady

Date: 1/11/2022

Authenticated: foanolsm

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

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Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Above project is included in the Five-Year Capital Plan over multiple years and is contingent upon approval of future budgets beginning on April 1, 2022, April 1, 2023, April 1, 2024, and April 1, 2025.

BY: Sandra Stephens

Date: 1/12/2022

Authenticated: forgyjl

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Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

1-14-22

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Missouri Department of Transportation

1590 Woodlake Drive  
Chesterfield, Missouri 63017-5712  
314.275.1500  
Fax: 573.522.6475  
1.888.ASK MODOT (275.6636)

December 29, 2021

Mr. Chris Krueger, P.E.  
City of Kirkwood  
139 S. Kirkwood Road  
Kirkwood, MO 63122

RE: City of Kirkwood  
S. Kirkwood Road, Phase 2  
Federal Project No. STP-5502(615)  
TIP# 7188B-23  
Draft Program Agreement and Programming Comments

Dear Mr. Krueger:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of STP-5502(615). Please use this number on all future project correspondence. **In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval.** This project will be administered per the direction given in the Local Public Agency (LPA) Manual. The LPA Manual can be viewed at MoDOT's website.

**Federal Aid Program Agreement**

Enclosed for your review is a draft copy of the STP program agreement for the above noted project. This agreement must be fully executed by the City and by the Missouri Highways and Transportation Commission (MHTC) before obligation of federal funds and authorization of reimbursable work. Federal Form 1273, 'Required Contract Provisions for Federal Aid Construction Contracts' (which outlines the requirements of the Federal-Aid process) is attached to the draft program agreement. If this program agreement is acceptable to the City, then please process the agreement through the DocuSign process and attach one copy of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreement. A fully executed program agreement will be returned to your office.

Also enclosed is the 1590 Federal Funding Accountability and Transparency Act (FFATA) form that must be filled out and returned to this office. This form is required from Local Agencies for each project receiving fed-aid funds.

**Consultant Contracts/Preliminary Engineering/Construction Engineering Costs**

Federal funds for Preliminary Engineering (PE) have been programmed in FY 2023. If the City is seeking federal funds for consultant engineering services, the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services, see LPA section 136.4 for details. As the City is developing the RFQ, please submit an estimate of cost for the consultant contract and a list of anticipated activities that will take place during the design process. This information will be used to determine a DBE goal for the contract, which will need to be included in the RFQ. LPA Figure 136.4.7 is a sample RFQ solicitation form. When the approved RFQ process is



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[www.modot.org](http://www.modot.org)

completed, please submit a .pdf copy of the Engineering Services Contract (ESC) using the ESC sample cover letter, LPA Fig. 136.4.9, to this office for review and approval. The standardized contract format in LPA Fig. 136.4.1 is required. A .pdf of the consultant's E-Verify MOU, Affidavit of Compliance, and Consultant Rating Sheets are also required.

If the consultant contract is estimated to be less than \$100,000, the City may select a firm from the LPA On-Call Consultant List for consideration without advertisement. For further information regarding using the LPA ON-Call Consultant List, please see section 136.4.2.4.3 of the LPA Manual. Please be aware that MoDOT's Division of External Civil Rights will now make DBE determinations for the PE phase on projects where consultants are selected from the ON-Call list. An estimate of cost for the consultant contract and a list of anticipated activities that will take place during the design process will now need to be submitted in order to establish DBE participation on the PE phase of the project.

#### **Design Criteria**

The City's engineer of record for this project will be considered responsible for determining the appropriate design parameters chosen, see LPA 136.7.2.7. If any improvements are to occur on MoDOT right of way, the project design criteria that will be used will need to be approved by MoDOT.

#### **Environmental Requirements**

The City must submit the LPA Request for Environmental Review (RER) to MoDOT's Environmental Division. The RER initiates MoDOT environmental and historic preservation staff's review of the project to determine the appropriate NEPA classification. The RER form is located in section 136.6.2 of the LPA Manual.

#### **Utilities, Public Meetings, Preliminary Plan Submittal**

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. To help address utility coordination issues, MoDOT now requires a Utilities Scoping Checklist for each utility. Please submit the Utility Scoping Checklist with the preliminary plans. (See EPG Figure 136.7.8).

During the environmental review process, the City will need to provide information about the type of public involvement. Depending on the impacts to the public, the public involvement will vary. Examples of public involvement include adding project information to the City's website, using press releases to notify the public, contacting nearby property owners to inform them about the project, and having a public hearing.

— If a public hearing is required for this project, please provide this office with a copy of the public hearing advertisement that is to be published. Please refer to EPG Section 136.7.6 for further information.


#### **ADA requirements**

The Americans with Disabilities Act (ADA) requires that all facilities must be designed to current accessibility standards. When final plans for this project are submitted to MoDOT for review, the plans will need to include enough detail to show that sidewalks, curb cuts, detectable warning panels, etc., meet ADA requirements.

Once preliminary plans are complete, please submit an electronic copy of the plans via CD for review/approval.

If you have any questions, please contact me at [Thomas.McCloskey@modot.mo.gov](mailto:Thomas.McCloskey@modot.mo.gov) or (314) 453-1831.

Sincerely,

A handwritten signature in black ink that reads "Tom McCloskey". The signature is fluid and cursive, with the first name "Tom" and last name "McCloskey" clearly legible.

Tom McCloskey  
District Design Liaison  
MoDOT

Copy: Jason Lange – East West Gateway  
Brad Williams – East West Gateway

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

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-5502(615)  
Award Year: 2023  
Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

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

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5502(615) involves:

Resurfacing, curb repair, curb ramp replacements, sidewalk replacement, crosswalk improvements, storm sewer system modifications and pavement marking and signage updates on South Kirkwood Road from West Monroe Avenue to BNSF Railway crossing.

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



(2) LOCATION: The contemplated improvement designated as Project STP-5502(615) by the Commission is within the city limits of Kirkwood, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

South Kirkwood Road from West Monroe Avenue to BNSF Railway crossing and South Kirkwood Road and Woodbine Avenue and South Kirkwood Road and Rose Hill Avenue.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

(8) INDEMNIFICATION:

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

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

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

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

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

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface

transportation system have been established by the City and the Commission subject to the approval of the FHWA.

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement.

The federal share for this project will be 80 percent not to exceed \$1,578,999. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5502(615) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

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

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

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

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

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



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

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

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

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

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

- (A) To the City:  
139 South Kirkwood Road  
Kirkwood, MO 63122
- (B) To the Commission:  
1590 Woodlake Drive  
Chesterfield, MO 63017

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

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

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

Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

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

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

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

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

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

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

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

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

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

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

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF KIRKWOOD

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

Secretary to the Commission

By \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

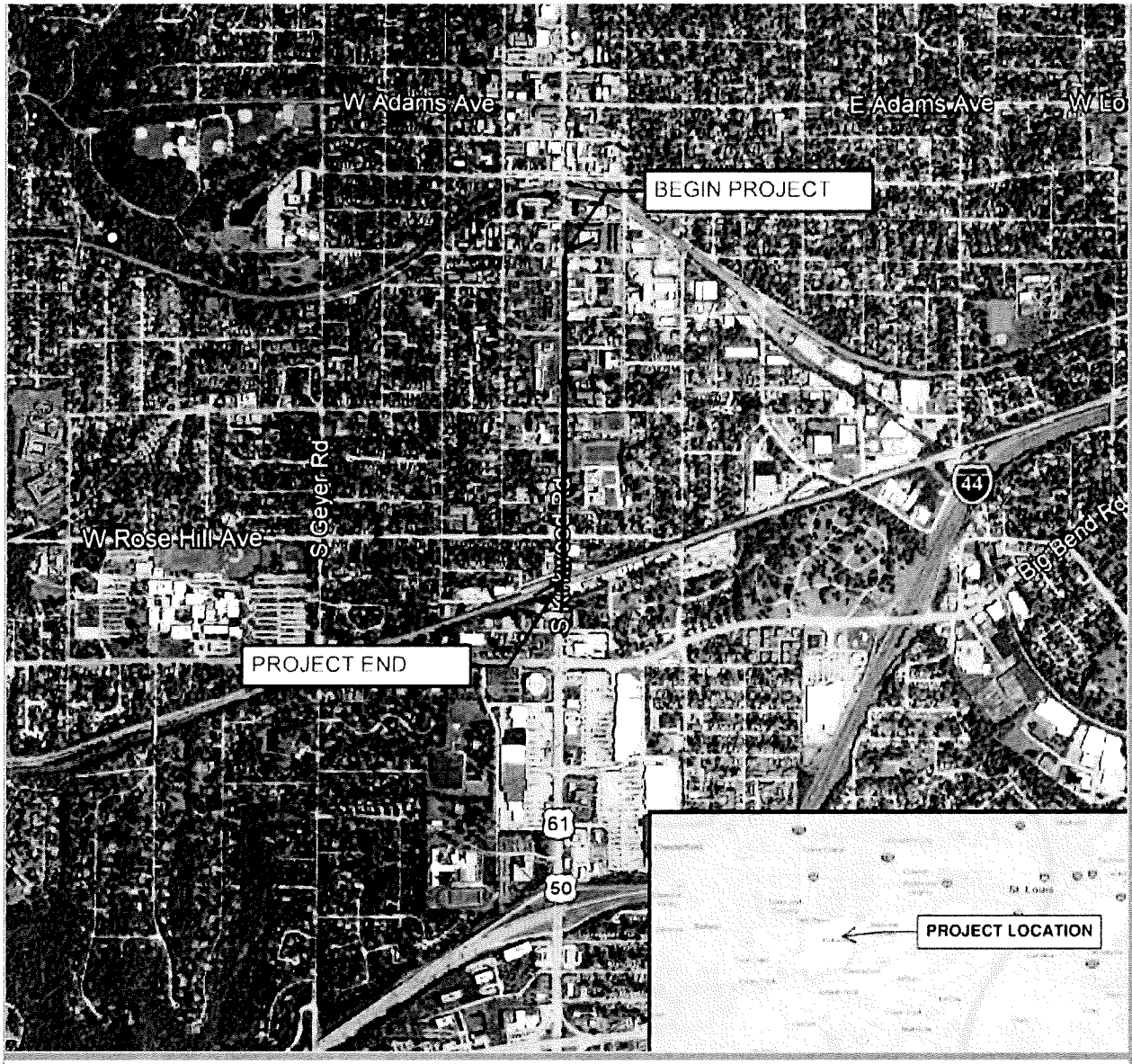
Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

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

Exhibit A - Location of Project





## Exhibit B – Project Schedule

Project Description: STP-5502(615) South Kirkwood Road

<b>PROJECT DEVELOPMENT SCHEDULE</b> <i>Note: many stages can occur concurrently.</i>			
<b>Activity Description</b>	<b>Start Date (MM/YYYY)</b>	<b>Finish Date (MM/YYYY)</b>	<b>Time Frame (Months)</b>
Receive notification letter	10/2021	10/2021	1
Execute agreement (project sponsor and DOT)	02/2022	03/2022	1
Engineering services contract submitted and approved*	10/2022	11/2022	2
Obtain environmental clearances (106, CE2, T&E, etc.)	01/2023	09/2023	9
Public meeting/hearing	03/2023	03/2023	1
Develop and submit preliminary plans	11/2022	03/2023	5
Preliminary plans approved	04/2023	05/2023	2
Develop and submit right-of-way plans	06/2023	07/2023	2
Review and approval of right-of-way plans	08/2023	09/2023	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	10/2023	10/2023	1
Right-of-way acquisition	11/2023	09/2024	11
Utility coordination	03/2023	06/2024	15
Develop and submit PS&E	01/2024	08/2024	9
District approval of PS&E/advertise for bids*	09/2024	10/2024	2
Submit and receive bids for review and approval	11/2024	01/2025	3
Project implementation/construction	02/2025	12/2025	10
* 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  
Federal-Aid Construction Contracts

***DRAFTER'S NOTE:*** *Print Form 1273 from the following website and attach as Exhibit C <http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf>.*

I will add after your review.

**Form 1590 Sub Recipient (Project Sponsor) Information**

**Federal Funding Accountability and Transparency Act 2006 (FFATA)**

**This section to be complete by district liaison.**

**MoDOT District:** St. Louis

**Project Federal ID Number:** STP-5502(615)

**Project Dollar Amount (Federal only):** \$1,578,999.00

**Sub-Recipient (Project Sponsor) Information**

**Name and Address**

**Name:**

**Address:**

**City:**

**State:**

**Zip:**

**Project Sponsor DUNS Number:**

**Date of Central Contractor Registry (CCR) registration:**

Project Sponsor Annual Gross Revenues Exceed  
80% or more in Federal Awards

☐ **Yes**

☐ **No**

Sub-Recipients Annual Gross Revenues Equal or  
Exceed \$25,000,000

☐ **Yes**

☐ **No**

If either of the above questions are answered NO then project sponsor is exempt from the providing the officer compensation information in the next section.

Project sponsor Highly Compensated Officer

Officer Name

Officer Compensation

**Return form with program agreement OR mail, email or fax form to one of the following:**

Missouri Department of Transportation  
Financial Services Division  
105 West Capitol Avenue PO Box 270  
Jefferson City, MO 65102-0270

Fax Number: 1-573-522-1441  
Email: Obligate@modot.mo.gov

**PREPARED BY:**

**DATE:**

Name and Title:

Phone number:

Email:

BILL 10912

ORDINANCE

AN ORDINANCE APPROPRIATING FUNDS IN THE AMOUNT OF \$316,203 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT MACHINERY AND EQUIPMENT ACCOUNT, ACCEPTING THE PROPOSAL OF REJIS COMMISSION IN THE AMOUNT \$316,203 FOR THE INITIAL TERM OF 12 MONTHS WITH MAINTENANCE INCLUDED FOR THE PURCHASE, IMPLEMENTATION, AND MAINTENANCE OF A NEW COMPUTER AIDED DISPATCH (CAD) SYSTEM, REMAINING 72 MONTHS AT RATES LISTED IN THE COST SHEET (ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN) WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL 12 MONTH TERMS PENDING BUDGETARY APPROVAL, AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, a Request for Qualifications was developed and qualifications were received for the purchase of a new Computer Aided Dispatch (CAD) System, and

WHEREAS, a Selection Committee consisting of the Director of Procurement, Assistant Fire Chief, Police Chief, Police Captain, and Police Lieutenant reviewed the qualifications, and

WHEREAS, the Selection Committee recommends REJIS Commission as the most qualified for the purchase, implementation, and maintenance of a new CAD System for the Police Department in the amount of \$316,203 for the initial term 12 months with maintenance included, the remaining 74 months at the rates listed in the cost sheet (attached hereto and incorporated by reference herein) with the option to renew for up to three additional 12 month terms pending budgetary approval, and

WHEREAS, funds in the amount of \$316,203 need to be appropriated from the Equitable Sharing Fund Balance to Account #205-1201-429.75.05 (Machinery and Equipment).

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

SECTION 1. Funds in the amount of \$316,203 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-1201-429.75.05 (Machinery and Equipment).

SECTION 2. The proposal of REJIS Commission in the amount of \$316,203 for the initial 12 month term with maintenance included, for the purchase, implementation, and maintenance of a new Computer Aided Dispatch (CAD) System for the Police Department, the remaining 74 months at the rates listed in the cost sheet (attached hereto and incorporated by reference herein) with the option to renew for up to three additional 12 month terms pending budgetary approval, is hereby accepted and approved.

SECTION 3. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to REJIS Commission in the amount of \$316,203 for the initial 12 month term with maintenance included for the purchase, implementation, and maintenance of a new Computer Aided Dispatch (CAD) System for the Police Department, the remaining 74 months at the rates listed in the cost sheet (attached hereto and incorporated by reference herein) with the option to renew for up to three additional 12 month terms pending budgetary approval.

SECTION 4. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

ATTEST:

---

Mayor, City of Kirkwood

---

City Clerk

1<sup>st</sup> reading:

2<sup>nd</sup> reading:



# Legislation Request

## Ordinance

Place On The Agenda Of: 1/20/2022

Step #1:

Strategic Plan NO

Goal # & Title

### Background To Issue:

The Global computer aided dispatch (CAD) program for use by Kirkwood Communications employees to dispatch public safety (police and fire) calls for service. The present Global CAD system is ten years old, is starting to have failures, and support is becoming problematic. The Police Department is seeking a new CAD system, and the Procurement Department conducted a request for proposal (RFP) process that closed 12/16/2021. There were four responses and the lowest responsible bidder was REJIS with a supported Motorola CAD system. REJIS is the criminal justice information system that serves the St. Louis Metropolitan area, and is the agency that presently hosts our Global CAD system.

### Recommendations and Action Requested:

The Police Department requests that the City Council approve the appropriation of \$316,203 from the Equitable Sharing Fund balance to contract with REJIS to provide the implementation, maintenance, and service for a Regional Computer Aided Dispatching (RCAD) System, as quoted in RPF 13845-FY22. The purchase price is \$316,203 and year one maintenance cost from REJIS of \$90,693.

The next closest quote in price was Tyler Technologies at \$804,297, and the REJIS Motorola RCAD met RFP requirements.

### Alternatives Available:

Continue to use GLOBAL.

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$406,896.00      Account #: 20512014297505      Project #:      Budgeted: NO

If YES, Budgeted Amount:      If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Brian Murphy

Date: 1/7/2022

Authenticated: folluojd

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing**

Director's approval).

Approve

Purchasing Director's Comments:

BY: Select...

Date: 1/12/2022

Authenticated: foanolsm

You can attach up to 3 files along with this request.



202201121123.pdf  
Adobe Acrobat Document  
67.8 KB



REJIS\_COST\_SHEET.pdf  
Adobe Acrobat Document  
50.1 KB



File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Appropriation

From Account # or Fund Name: Equitable Sharing Fund Balance

To Account # or Fund Name: 20512014297505

Finance Director's Comments:

Equitable Sharing fund balance is available and sufficient to appropriate \$316,203 into account 205-1201-429-75-05, Machinery & Equipment as requested above.

BY: Sandra Stephens

Date: 1/12/2022

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 1-14-22

January 10, 2022

**To:** Russell B. Hawes, Chief Administrative Officer

**For Your Consideration:** Selection Committee's Recommendation for Computer Aided Dispatch (CAD) System - RFP #13844.

The Kirkwood Police Department is requesting approval to appropriate \$316,203.00 from the Equitable Sharing Fund balance for the purchase, implementation, and maintenance of a new Computer Aided Dispatch (CAD) System. The City's current system is nearly 10 years old and the outdated technology is starting to see system failures and creating complications for Dispatch.

On November 5, 2021, a Request for Proposal was issued to CentralSquare Technologies, LLC, Hexagon, REJIS Commission, Tyler Technologies, Inc., and Cushing Systems Inc. Four (4) responses were received and pricing of each company's submittal is as follows:

REJIS Commission - \$316,203.00

Tyler Technologies, Inc. - \$804,291.00

Hexagon - \$819,122.32


CentralSquare Technologies, LLC - \$1,127,065.63

A Selection Committee which consisted of Sara Foan-Oliver, Director of Procurement, Brian Zaitz, Assistant Fire Chief, Brian Murphy, Police Chief, John Folluo, Police Captain, and Steve Urbeck, Police Lieutenant, reviewed the proposals.

After review of the qualified company proposals to provide an adequate CAD System, the Selection Committee is recommending REJIS Commission, the criminal justice information system that serves the St. Louis Metropolitan area.

The term of this Agreement shall be for seven (7) base period of eighty-four (84) months beginning with the Effective Date. There will be three (3) one (1) year Renewal Option Periods thereafter beginning on the anniversary of the Effective Date. The initial purchase and contract with REJIS will total \$316,203.00, with the first year of maintenance included. Maintenance costs will begin in year two (2) at \$90,693.00 and will increase every year following, per the attached pricing sheet provided by REJIS. Maintenance costs will be as budget allows and is approved, as this cost is not a fix rate for the duration of the contract.

Attached is a request from Brian Murphy, Police Chief, authorizing funds to be appropriated from equitable sharing to account number 205-1201-429.75-05 for the purchase of a new Computer Aided Dispatch (CAD) System.

Respectfully,  
  
Sara Foan-Oliver  
Director of Procurement

Price Calculation

	# of Seats	Cost per	Total
CAD Seat	6	\$ 26,711.00	\$ 160,266.00
Low Use CAD	3	\$ 2,172.00	\$ 6,516.00
Mobile Concurrent	50	\$ 2,220.00	\$ 111,000.00
Handheld Concurrent	27	\$ 1,423.00	\$ 38,421.00
Initial Investment			\$ 316,203.00

Maintenance	# of Seats	Cost per	Year Two Total	Year Three	Year Four	Year Five	Year Six	Year Seven					
Police													
CAD Seat	6	\$ 5,263	\$ 31,581	\$ 5,423	\$ 32,538	\$ 5,591	\$ 33,546	\$ 5,767	\$ 34,605	\$ 5,953	\$ 35,718	\$ 6,148	\$ 36,885
Low Use CAD	3	\$ 1,536	\$ 4,607	\$ 1,546	\$ 4,639	\$ 1,559	\$ 4,677	\$ 1,571	\$ 4,714	\$ 2,336	\$ 7,008	\$ 2,570	\$ 7,709
Mobile Concurrent	50	\$ 745	\$ 37,252	\$ 762	\$ 38,092	\$ 779	\$ 38,932	\$ 798	\$ 39,877	\$ 836	\$ 41,800	\$ 837	\$ 41,872
Handheld Concurrent	27	\$ 639	\$ 17,253	\$ 651	\$ 17,565	\$ 662	\$ 17,876	\$ 675	\$ 18,217	\$ 703	\$ 18,981	\$ 730	\$ 19,710
Total Maintenance Cost			\$90,693	\$92,834	\$95,031	\$97,413	\$103,507				\$106,176		

Hardware Cost

System Software  
Application Software  
Implementation Cost  
Optional Costs

Included in license and Maintenance  
Included in license and Maintenance  
Included in license and Maintenance  
This would require more detail for options desired by the CITY OF KIRKWOOD

BILL 10913

ORDINANCE

AN ORDINANCE VACATING A 10' WIDE EASEMENT AS ESTABLISHED BY INSTRUMENT RECORDED IN BOOK 4496, PAGE 78 OF THE ST. LOUIS COUNTY RECORDS, LOCATED IN BLOCK 2 OF THE TOWN (NOW CITY) OF KIRKWOOD, SECTION 1, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE FIFTH PRINCIPAL MERIDIAN, LOCATED IN THE CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI, IS MORE PARTICULARLY DESCRIBED ON EXHIBITS A AND B (ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN).

WHEREAS, the property owners at 426 North Kirkwood Road wish to vacate the existing 10' wide easement, and

WHEREAS, the property owners have obtained a letter of approval to vacate the easement from the Kirkwood Water Department and Kirkwood Electric Department, and

WHEREAS, the Engineering Department recommends approval of the vacation of the 10' wide easement to the City of Kirkwood as established by instrument recorded in Book 4496, Page 78 of the St. Louis County records, located in Block 2 of the Town (now City) of Kirkwood, Section 1, Township 44 North, Range 5 East of the Fifth Principal Meridian, located in the City of Kirkwood, St. Louis County, Missouri, the centerline of which, is more particularly described as follows and as shown on Exhibits A and B (attached hereto and incorporated by reference herein).

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

SECTION 1. There is hereby vacated a 10' wide easement to the City of Kirkwood as established by instrument recorded in Book 4496, Page 78 of the St. Louis County records, located in Block 2 of the Town (now City) of Kirkwood, Section 1, Township 44 North, Range 5 East of the Fifth Principal Meridian, City of Kirkwood, the centerline of which, is more particularly described as follows and as shown on Exhibits A and B (attached hereto and incorporated by reference herein):

Commencing at the southwest corner of a tract of land as conveyed to Pioneer Land, LLC by instrument recorded in Book 20386, Page 2692 of above said records, said point also being located on the east right-of-way line of N. Kirkwood Road, 60 feet wide; thence along said right-of-way line, South 00 degrees 06 minutes 14 seconds West, 180.301 to its intersection with the centerline of above said 10 feet wide easement, said point also being the POINT OF BEGINNING of the herein described easement; thence departing said right-of-way line along said centerline, South 89 degrees 00 minutes 40 seconds East, 125.00 feet to it point of terminus.

SECTION 2. A certified copy of this ordinance shall be recorded with the Recorder of Deeds, St. Louis County.

SECTION 3. This ordinance shall be in full force and effect after its passage and approval, as provided by law.



PASSED AND APPROVED THIS DAY OF.

\_\_\_\_\_  
Mayor, City of Kirkwood

ATTEST:

\_\_\_\_\_  
City Clerk  
1<sup>st</sup> Reading:  
2<sup>nd</sup> Reading:

# Legislation Request

## Ordinance

Place On The Agenda Of: 2/3/2022

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

A 10' wide easement to the City of Kirkwood exists as shown on the plat and legal descriptions of Exhibits "A" and "B" as a strip of land on 426 N Kirkwood Road. As part of the James Project, a petition has been received to vacate the existing easement. The developer has obtained letters of approval to vacate the easement from both Kirkwood Water and Kirkwood Electric.

Recommendations and Action Requested:

It is recommended the council approve the vacation of the easement as defined in legal description Exhibit "A" and as depicted in Exhibit "B".

Alternatives Available:

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$0.00

Account #: 0

Project #:

Budgeted: YES

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Christopher Krueger

Date: 1/27/2022

Authenticated: kruegeca

You can attach up to 3 files along with this request.



Easement Vacation  
Application and Exhibits.pdf  
Adobe Acrobat Document  
5.32 MB



City Utility Letters.pdf  
Adobe Acrobat Document  
349 KB

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.



File Attachment



File Attachment



File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.



Approve



Disapprove

Chief Administrative Officer's Comments:

BY:

*D. M. M. M.*

Date:

*1/27/2022*



# APPLICATION FOR PLANNING AND ZONING REVIEW

DATE: 1-4-2022 CASE NUMBER: \_\_\_\_\_  
 ZONING DISTRICT: B2 LOCATOR NUMBER: \_\_\_\_\_  
 PROJECT ADDRESS: 426 N. KIRKWOOD  
 PROJECT NAME: \_\_\_\_\_

## ACTION REQUESTED

CUP, Development Plan or Final Site Plan (circle one)  
 Development Plan, B4, B5, or R6 (circle one)  
 Final Site Plan, B4, B5, or R6 (circle one)  
 Site Plan Review, Minor or Major (circle one)  
 Site Plan Modification  
 Alternative Equivalency  
 Special Use Permit, Category: \_\_\_\_\_

Subdivision, Major  
 Subdivision Modification  
 Text Amendment  
☒ Vacation, Right-of-Way or Easement (circle one)  
 Zoning Map Amendment, From \_\_\_\_\_ to \_\_\_\_\_  
 Comments: \_\_\_\_\_

## PETITIONER INFORMATION

I (We) hereby certify that I (we) have legal interest in the hereinabove described property and that all information given herein is true and a statement of fact

Name (Print): Trammell Crow Chicago Development, Inc. Signature: [Signature] Phone No.: 630-368-0253  
 Mailing Address: 700 Commerce Drive, Suite 455 City: Oak Brook State: IL Zip: 60523  
 E-mail Address: jcarlson@trammellcrow.com

Petitioner's Status: ☒ Corporation ☐ Partnership ☐ Individual

Relationship of Petitioner to Property: ☐ Owner ☐ Tenant ☐ Option Holder (Attach Copy of Contract) ☒ Other

## AGENT INFORMATION

Agent's Name: George M. Stock Signature: [Signature] Phone No.: 636-530-9100  
 Mailing Address: 257 Chesterfield Business Parkway City: Chesterfield State: MO Zip: 63005  
 E-mail Address: george.stock@stockassoc.com  
 (NOTE: The petitioner's agent, if listed, shall receive all official communication)

## PROPERTY OWNERS

Signature required or submit proof petitioner has legal interest in property.

Name: Travis Layton on behalf of UMB Bank NA Name: \_\_\_\_\_  
 Signature: [Signature] Signature: \_\_\_\_\_  
 Address: 928 Grand Blvd Address: \_\_\_\_\_  
 City/State/Zip: Kansas City, MO 64106 City/State/Zip: \_\_\_\_\_  
 Phone: 816-8604419 Phone: \_\_\_\_\_

## FOR CITY USE ONLY

Date Received: 1-4-2022 Total Received: \$ 100 Agenda Date: \_\_\_\_\_

- ☐ B-4/B-5 Development Plan: \$1,000 + \_\_\_\_\_ Acres @ \$25/Acre or portion over one acre) = \$ \_\_\_\_\_
- ☐ B-4/B-5 Final Site Plan: \$1,000
- ☐ B-4/B-5 Final Site Plan Amendment (when public hearing is not required): \$500
- ☐ CUP (Single family), Dev Plan/Preliminary Plat: \$1,000 + \_\_\_\_\_ Lots @ \$500/Lot = \$ \_\_\_\_\_
- ☐ CUP (Single family), Final Site Plan/Final Plat: \_\_\_\_\_ Lots @ \$100/Lot = \$ \_\_\_\_\_ + 1-1/4% of \$ \_\_\_\_\_ = \$ \_\_\_\_\_
- ☐ CUP, (Multi family), Development Plan/Prel. Plat: \$1,000 + \_\_\_\_\_ Dwelling units @ \$20/Each = \$ \_\_\_\_\_
- ☐ CUP, (Multi family), Final Site Plan/Final Plat: \$500 + 1-1/4% of \_\_\_\_\_ = \$ \_\_\_\_\_
- ☐ CUP, Final Site Plan/Final Plat Amendment: Public Hearing required \$800, Public Hearing not required \$500
- ☐ CUP, Final Site Plan Time Extension: \$300
- ☐ Mixed Use in B2 Development Plan: \$1,000 (includes SPR fee) + \$25/acre or portion over one acre
- ☐ Mixed use in B2 Final Site Plan: \$500
- ☐ Mixed use in B2 Final Site Plan Amendment: Public Hearing required \$800, Public Hearing not required \$500
- ☐ R6 Development Plan: \$1,000 + \_\_\_\_\_ Dwelling units @ \$20/Unit = \$ \_\_\_\_\_
- ☐ R6 Final Site Plan: \$500
- ☐ Sidewalk Waiver on \_\_\_\_\_ feet @ \$30/Foot = \$ \_\_\_\_\_ = \$ \_\_\_\_\_
- ☐ Site Plan Review (Major): \$1,000
- ☐ Site Plan Review (Major): Amendment \$800 or Extension: \$300
- ☐ Site Plan Review (Minor): \$500
- ☐ Site Plan Review (Minor) Amendment \$500 or Extension: \$300
- ☐ Special Use Permit: \$1,000 (waived if submitted with Site Plan Review)
- ☐ Special Use Permit Amendment: \$800 (waived if submitted with Site Plan Review)
- ☐ Subdivision (Major), Preliminary Plat \_\_\_\_\_ Lots @ \$500/Lot = \$ \_\_\_\_\_
- ☐ Subdivision (Major), Final Plat/Improvement Plans: \_\_\_\_\_ Lots @ \$100/Lot + 1.25% of \$ \_\_\_\_\_ = \$ \_\_\_\_\_
- ☐ Subdivision (Major) Amendment to Final Plat or Improvement Plans: \$200
- ☒ Vacation, Easement: \$100
- ☐ Vacation, Right-of-way: \$200
- ☐ Zoning Code Text Amendment: \$1,000
- ☐ Zoning Map Amendment: \$1,000

SUBCOMMITTEE ( \_\_\_\_\_ )

---

3 INCH AREA ABOVE — LEAVE BLANK (FOR RECORDERS OFFICE USE ONLY)

**DOCUMENT TYPE:** Easement Vacation

**DATE OF DOCUMENT:** \_\_\_\_\_, 2021

**GRANTOR:** xxx  
xxx  
xxx

**GRANTEE:** City of Kirkwood  
139 S. Kirkwood Road  
Kirkwood, MO 63122

**PROPERTY ADDRESS:** 426 N. Kirkwood Road

**COUNTY LOCATOR #:**

**CITY/ MUNICIPALITY :** Kirkwood, MO

**LEGAL DESCRIPTION:** A Tract of Land Being Lot A of Kirkwood UMB Bank  
Consolidation Plat As Recorded in DB. \_\_\_\_\_ PG. \_\_\_\_\_  
Located in the City of Kirkwood, St. Louis County,  
Missouri

## EASEMENT VACATION AND TERMINATION

This EASEMENT VACATION AND TERMINATION (this "*Vacation*"), is made by THE CITY OF KIRKWOOD, a municipality (the "*City*") on this \_\_\_\_ day of \_\_\_\_\_, 2021.

### RECITALS

WHEREAS, the City was granted certain easement rights affecting a portion of the real property legally described on Exhibit A attached hereto (the "*Property*") pursuant to that certain Easement recorded in Book 4496, Page 78 (the "*City Easement*") of the official land records of St. Louis County, Missouri.

WHEREAS, the area affected by the City Easement is depicted on Exhibit B attached hereto.

WHEREAS, the City desires to vacate and terminate the City Easement for the benefit of the Property and all present and future owners thereof, together with their successors and assigns.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City hereby vacates and terminates the City Easement and hereby releases the Property and its present and future owners from all duties, liabilities and obligations imposed by the City Easement. This Vacation shall be recorded in the official land records of St. Louis County, Missouri and shall be binding upon the City, its successors and assigns and shall inure to the benefit of the present and future owners of the Property and their successors and assigns.

[Signatures on Following Pages]



IN WITNESS WHEREOF, this Vacation is executed as of the date first written above.

THE CITY OF KIRKWOOD,  
a municipality

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

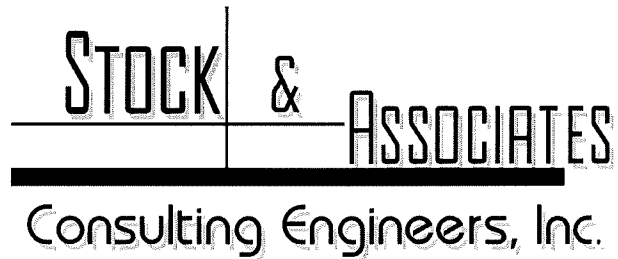
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_ the \_\_\_\_\_ of THE CITY OF KIRKWOOD, a  
municipality, on behalf of the municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission expires \_\_\_\_\_ .

Notary Public

\_\_\_\_\_



## EXHIBIT A

### EASEMENT VACATION DESCRIPTION

A ten (10) feet wide easement to the City of Kirkwood as established by instrument recorded in Book 4496, Page 78 of the St. Louis County records, located in Block 2 of the Town (now City) of Kirkwood, Section 1, Township 44 North, Range 5 East of the Fifth Principal Meridian, City of Kirkwood, the centerline of which, is more particularly described as follows:

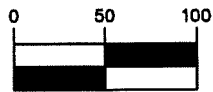
Commencing at the southwest corner of a tract of land as conveyed to Pioneer Land, LLC by instrument recorded in Book 20386, Page 2692 of above said records, said point also being located on the east right-of-way line of N. Kirkwood Road, 60 feet wide; thence along said right-of-way line, South 00 degrees 06 minutes 14 seconds West, 180.301 to its intersection with the centerline of above said 10 feet wide easement, said point also being the POINT OF BEGINNING of the herein described easement; thence departing said right-of-way line along said centerline, South 89 degrees 00 minutes 40 seconds East, 125.00 feet to its point of terminus.

**EXHIBIT B**

**DEPICTION OF VACATED EASEMENT AREA**

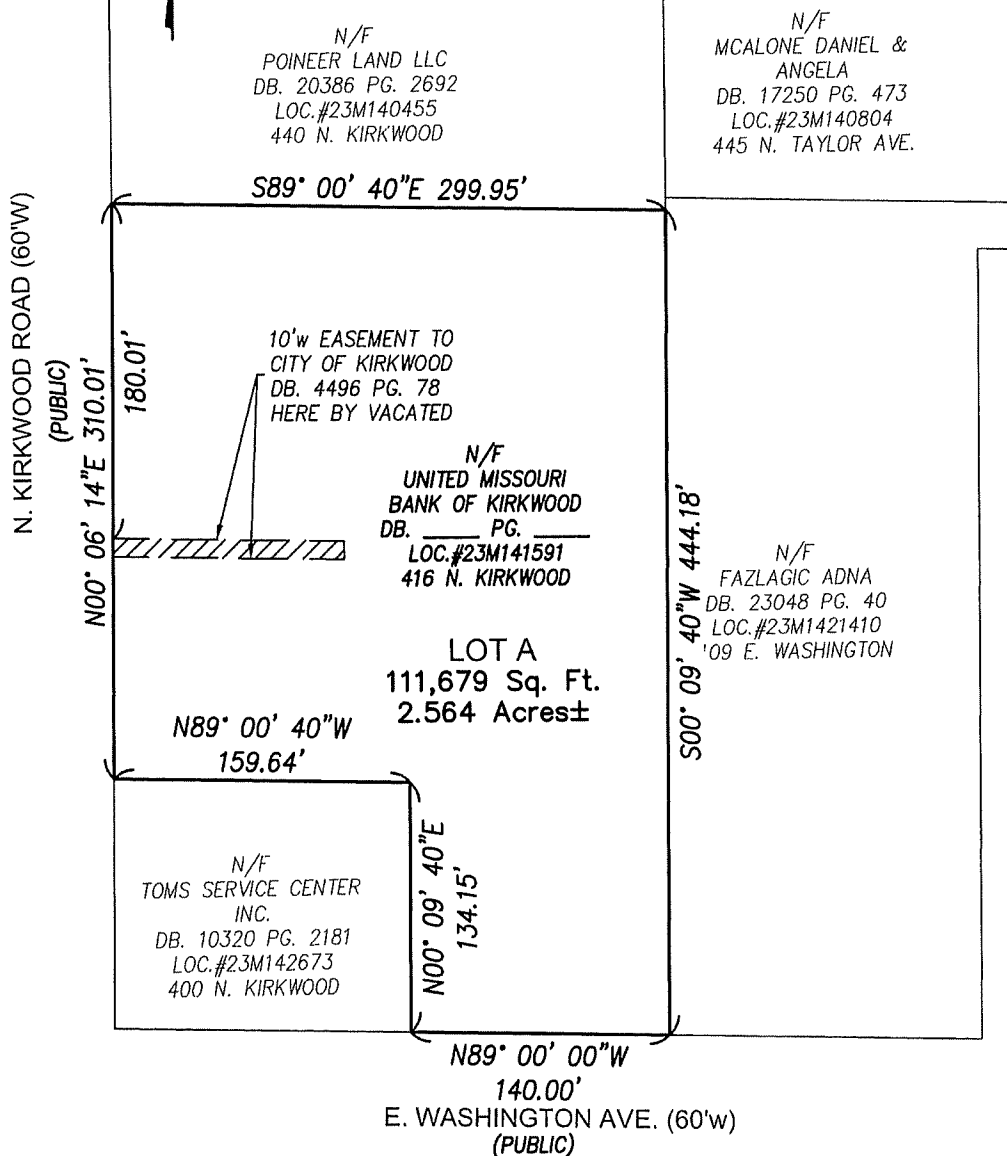
[Attached]

**GRAPHIC SCALE**



( IN FEET )

1 inch = 100 ft.



**EXHIBIT "A"**

**EASEMENT VACATION EXHIBIT**  
EASEMENT TO THE CITY OF KIRKWOOD PER DB. 4496, PG. 78 AS SHOWN ON  
KIRKWOOD UMB BANK CONSOLIDATION PLAT PER PB. \_\_\_\_\_, PAGE \_\_\_\_\_  
LOCATED IN SECTION 1 TOWNSHIP 44 NORTH, RANGE 5 EAST,  
CITY OF KIRKWOOD, ST. LOUIS COUNTY, MISSOURI

DATE: 11/29/21

6425.3/SURVEY/EXHIBITS/ESMNT VAC.DWG



WHERE COMMUNITY AND SPIRIT MEET

January 5, 2022

Josh Barcus, P.E.  
Stock & Associates  
636.681.2417  
Email: [josh.barcus@stockassoc.com](mailto:josh.barcus@stockassoc.com)

Re: Request of Easement Vacation – 426 N. Kirkwood Rd., Kirkwood, MO 63122

We have investigated the request for the vacation and have no objection to the vacation as proposed in the attached drawing entitled "Exhibit A". Please feel free to contact me via phone at 314-822-5847 or by email @ [Pettyma@Kirkwoodmo.org](mailto:Pettyma@Kirkwoodmo.org) if you have any further questions regarding this matter.

Sincerely,

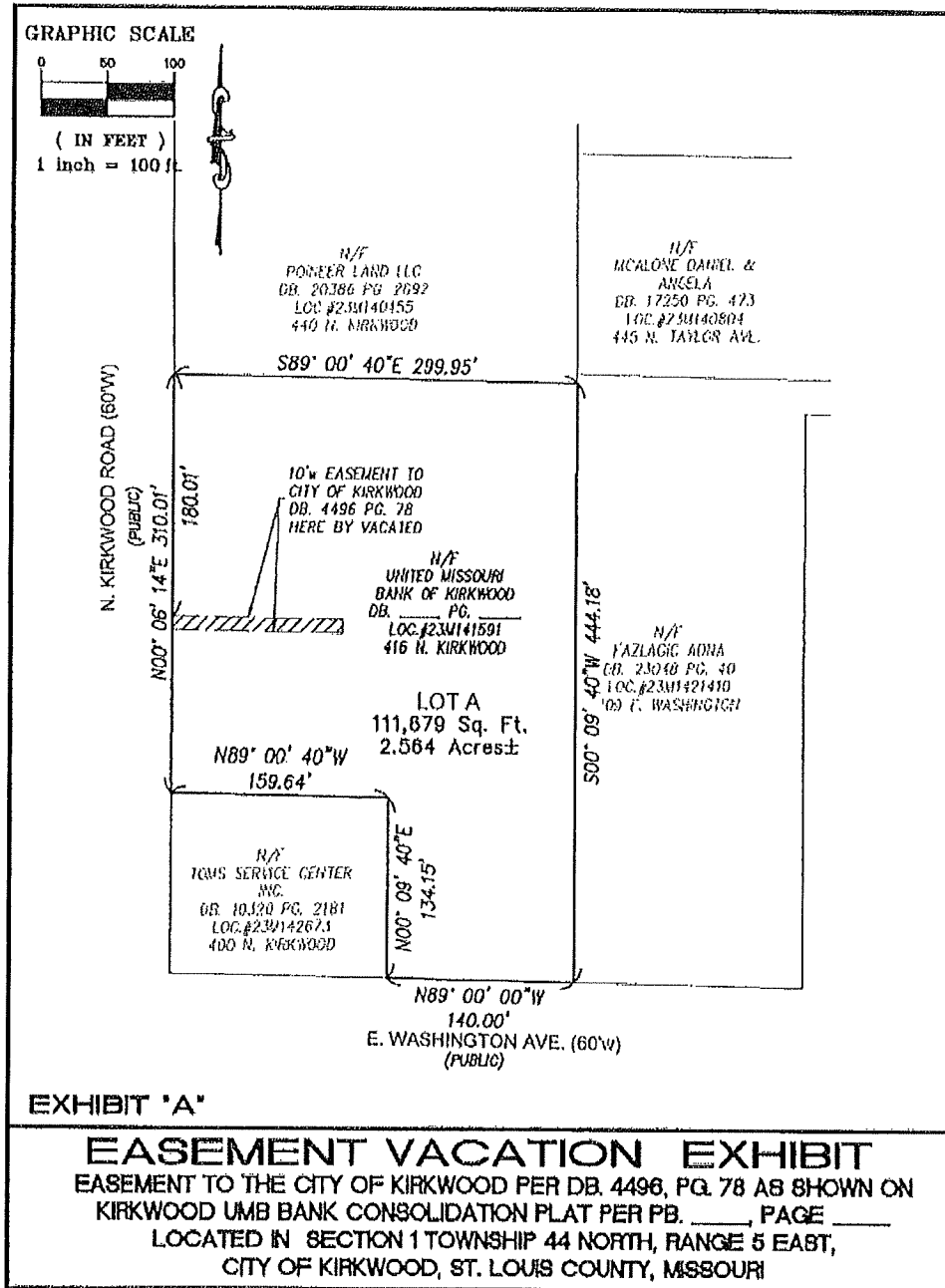
Mark Petty  
Director, Kirkwood Electric

Attachments: Exhibit "A"

CC: Chris Krueger, P.E., City Engineer, City of Kirkwood

Exhibit "A"

Proposed Vacation of easement at 426 N. Kirkwood Rd.



DATE: 11/29/21

6425.3/SURVEY/EXHIBITS/ESMNT VAC.DWG





WHERE COMMUNITY AND SPIRIT MEET

January 13, 2022

Mr. Joshua E. Barcus, P.E.  
257 Chesterfield Business Parkway  
St. Louis, MO 63005

**RE: Proposed Vacation of an Easement to the City of Kirkwood as established by Deed Book 4496,  
Page 78.**

Dear Mr. Barcus,

The City of Kirkwood Water Department has examined the request for vacation of easement located on 416 N. Kirkwood Road and has determined there to be no water utility conflicts present in attachments Easement Vacation Script & Exhibit and Deed Book 4496, Page 78. This vacation would only apply to the 10-foot easement as defined in legal description Exhibit "A" and as depicted in Exhibit "B".

If you have any questions and/or comments regarding this letter, please contact me at 314-822-5810.

Sincerely,

A handwritten signature in cursive script that reads "Clarence A. Patterson".

Clarence A. Patterson

Superintendent, Kirkwood Water Department

Cc: Chris Krueger, City Engineer

RESOLUTION 10-2022

A RESOLUTION AUTHORIZING THE PURCHASE A 2017 CHEVROLET TRAVERSE FROM THE NATIONAL INSURANCE CRIME BUREAU IN THE AMOUNT OF \$1.00 FOR THE POLICE DEPARTMENT.

WHEREAS, the National Insurance Crime Bureau (NICB) wishes to provide the Kirkwood Police Department with a 2017 Chevrolet Traverse, and

WHEREAS, the Police Department would purchase the vehicle from the NICB in the amount of \$1.00 with the understanding that the use of the vehicle would be limited to auto theft investigations, and

WHEREAS, funds are available in Account #301-1201-600.75.06, Project #PD2201.

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

SECTION 1. The City of Kirkwood hereby authorizes the purchase of a 2017 Chevrolet Traverse from the National Insurance Crime Bureau in the amount of \$1.00 for the Police Department.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 3<sup>RD</sup> DAY OF FEBRUARY 2022.

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Mayor, City of Kirkwood

ATTEST:

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City Clerk

# Legislation Request

## Resolution

Place On The Agenda Of: 2/17/2022

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The National Insurance Crime Bureau (NICB) wishes to provide the Kirkwood Police Department with a 2017 Chevrolet Traverse. The Police Department would purchase the vehicle from the NICB for the sum of \$1.00 with the understanding that the use of the vehicle will be limited to auto theft investigations.

Recommendations and Action Requested:

The Police Department is requesting the City Council approve the purchase of a 2017 Chevrolet Traverse, VIN 1GNKVGKD3HJ164472 from the NICB for \$1.00.

Alternatives Available:

Not receive the vehicle.

Does this project have a public information component? ☐ Yes ☒ No

Cost: \$1.00 Account #: 30112016007506 Project #: PD2201 Budgeted: YES

If YES, Budgeted Amount: If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

BY: Brian Murphy

Date: 1/27/2022

Authenticated: folluojd

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 1/27/2022

Authenticated: foanolsm

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$1.00 in account 301-1201-600-75-06, Rolling Stock, Project PD2201, Patrol Vehicles to approve the above request.

BY: Sandra Stephens

Date: 1/27/2022

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

☒ Approve ☐ Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 1/27/2022