

**CITY OF UNION
500 East Locust Street
Union, Missouri**

**REGULAR MEETING
BOARD OF ALDERMEN**

Tuesday, November 12, 2013

6:30 P.M.

AGENDA

***Consent Agenda.** All items listed with an asterisk (*) are considered to be routine by the Board and will be enacted by one motion. There will be no separate discussion of these items unless a City Official or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1. OPENING OF MEETING

- a) Pledge of Allegiance
- b) Approval of Consent Agenda

2. APPROVAL OF MINUTES

- *a) Regular Board of Alderman Meeting – October 14, 2013
- *b) Special Board of Alderman Meeting – November 4, 2013

3. OLD BUSINESS

4. CITIZENS HEARINGS AND PRESENTATION OF PETITIONS

5. MAYOR AND BOARD COMMITTEE REPORTS

- a) Communications
- b) Parks, Buildings, Development and Public Service – October 21, 2013
- c) Personnel, Finance, and Public Works – November 4, 2013

6. REPORT OF DEPARTMENT HEADS

- * a) Chief of Police- Monthly Report
- * b) Municipal Court- Monthly Report
- * c) City Clerk – Notice of Candidate Filing for April 8, 2014 Municipal Election
- * d) Engineering- Monthly Report
- * e) Parks & Recreation- Monthly Report
- * f) Streets- Monthly Report
- * g) Water & Sewer- Monthly Report
- * h) Community Development- Monthly Report

7. REPORT OF CITY ADMINISTRATOR

- *a) Cashflow
- *b) Monthly Collection Report
- *c) Monthly Sales Tax Report
- d) Tammy Alsop - Hochschild, Bloom & Company – Presentation of 2012/2013 Financial Statements
- e) Discussion - Pending Mesothelioma Requirement Option
- f) Electronic Recycling Report

8. COMMITTEES, COMMISSIONS AND BOARDS REPORTS

- *a) Planning and Zoning – October 28, 2013
- *b) Park Board Meeting - October 24, 2013 – No Meeting Held
- *c) Board of Adjustments - None
- *d) East Park Development - None

9. RESOLUTIONS AND PROCLAMATIONS

a) None

10. ORDINANCES

- a) Condominium Approval – “4th Amendment to Clearview Condominium” – Carolyn E. Scheer
- b) Sidewalk Variance – Eve Estates – Ed Schmelz
- c) Change Order – Independence Drive Project – Jokerst Paving
- d) Agreement – MoDOT – Denmark Road Improvement Project Phase 2
- e) Amend Title IV Land Use – Pertaining to Tattoo Parlors
- f) Real Estate Purchase – Ava Frick
- g) Real Estate Purchase – Dennis O. Frick & Alane M. Frick

11. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

12. ADJOURNMENT

Closed Session - Litigation RSMO 610.021(1)
Real Estate RSMO 610.021(2)

Posted: November 7, 2013

MINUTES OF A REGULAR MEETING OF THE BOARD OF ALDERMEN OF THE CITY OF UNION, FRANKLIN COUNTY, MISSOURI.

**Union, Missouri
November 12, 2013**

Be it remembered that the Board of Aldermen of the City of Union, Franklin County, Missouri, met in regular session at City Hall, 500 E. Locust St. at the hour of 6:30 p.m. on the 12th day of November, 2013, at which time there were present the following:

Mayor: Mike Livengood

Aldermen:	Robert Schmuke, Ward 1	Jim Albrecht, Ward 1
	Dale Schmuke, Ward 2	Vicki Jo Hooper, Ward 2
	Paul Arand, Ward 3	Dustin Bailey, Ward 3
	David Pope, Ward 4	Karen Erwin, Ward 4

Absent: None

Others:	Russell Rost, City Administrator	Jonita Copeland, City Clerk
	Heather Keith, Finance Officer	Tim Melenbrink, City Attorney
	Jonathan Zimmermann, City Eng.	Joseph Graves, Comm. Dev. Dir.
	Kevin Arand, Park Director	Norman Brune, Police Chief

Media: 4 Others:

*Denotes items approved by Consent Agenda.

1. **OPENING OF MEETING** – A quorum being present Mayor Livengood, declared the Board to be in session for the transaction of business.

a) **The Pledge of Allegiance** - The Pledge of Allegiance was recited by those present.

b) **Approval of Consent Agenda – Motion** to approve the Consent Agenda with 8a - Planning & Zoning Minutes of October 28, 2013 pulled by Alderman Bailey. Bailey/Pope-2nd, approved 8-0.

2. **APPROVAL OF MINUTES**

a) **Board of Aldermen:** October 14, 2013*

b) **Special Board of Aldermen Meeting:** November 4, 2013*

3. **OLD BUSINESS** -None

4. **CITIZENS HEARINGS AND PRESENTATIONS** - None

5. **MAYOR AND BOARD COMMITTEE REPORTS**

a) **Mayor's Communications** - None

b) **Parks, Building, Development and Public Service Committee – October 21, 2013**

Paul Arand, Chairman – David A. Pope, Vick Jo Hooper, Jim Albrecht, Robert Schmuke and Dustin Bailey, Members. Chairman Arand reviewed over the committees report as follows (*italicized print reflects updates since the committee's meeting being discussed at this Board of Aldermen meeting*):

Discussion – Request to amend current animal ordinance to allow for more animals at rescue foster homes – Sarah Rudder – 902 West Springfield – City Administrator Russell Rost presented several surrounding areas animal regulations and compared to Union's and also discussed the state statute and requirements for fostering of animals. Mr. Rost explained this to Sarah (Rudder) Hohlt who was present. The committee then discussed with Mrs. Hohlt her procedures in fostering, being state compliant and a way she could be licensed, possibly allowing foster rescue homes to have 5 animals instead of 3. This led to a discussion if the animal ordinance should be amended and is it fair to homeowners who are

only allowed to have 3 animals. Mr. Rost reported most of the citizen complaints are driven from a violation of too many dogs, and these were the rescue fostering situations. He feels the current ordinance handles the situation very well and expressed his concerns if amended. Assistant Police Chief Kyle Kitcher concurred, but if changed a database could be done to regulate. The committee discussed further with Mrs. Hohlt, who explained again her reasoning for fostering the dogs. Chairman Arand then questioned if the ordinance should be amended or leave as is. No action was taken, therefore the ordinance will remain as is. The committee commended Mrs. Hohlt for her work, but the limit is 3 animals.

Discussion - Leona Brown – Division of her property located at 214 CC Camp Road- No discussion as Ms. Brown could not attend the meeting.

Discussion – Complaint from John & Cindy Reckart regarding water runoff at 1114 W. Main – City Engineer Jonathan Zimmermann explained a trench drain that could be done and the cost would be approximately \$536.00. He discussed the work that this would entail and explained to John and Cindy Reckart who were present.

Motion: To recommend the trench drain at the end of the concrete on at 1114 W. Main in the amount of \$536.00. Hooper/Albrecht-2nd, approved 6-0.

Request from Alderman Albrecht to consider a project to add sidewalks, curb and guttering on North Oak, Union Ave, Jefferson Street and Vondera to Grandview – City Administrator Russell Rost explained work that has been done in the area, including a camera being ran through storm drains, which were all clear. Further work, curb/gutter or sidewalks, will be considered as a budgeted item and he will leave it up to the public works director for continued maintenance items.

Discussion - Designated Run Routes - The committee received designated run routes (see attached) from the police department and a motion was made to recommend as submitted by Alderman Pope, seconded by R.Schmuke. Approved 6-0.

Discussion of Commercial Property between Taco Bell and Auto Zone regarding weeds, brush and water retention – City Administrator Russell Rost reported the lot can now be mowed and there is still minor fence repair to be done. *It was reported the fence repair will be looked at this week and this item will be removed from the committee's agenda.*

Discussion of 614 East Main – Rental House – No discussion held, item was removed from the agenda.

Veterans Memorial Park - City Engineer Jonathan Zimmermann reported the project is complete with minor clean-up to do and the grass is starting to grow. He then discussed a change order in the amount of \$1,350 from Cochran for revising the grading plans for the ponds. Also, additional work was done to deal with neighboring property owners and the Department of Natural Resources. Motion: To approve the change order as presented from Cochran in the amount of \$1,350. Pope/R.Schmuke-2nd, approved 6-0.

Request from R-X1 School District to provide sewer and water to their concession stand at ball fields – City Administrator Russell Rost explained this request from the school superintendent to provide the concession stands with water and sewer, at a cost of \$1,000, and in turn the city can use the fields in the summer.

Motion – To recommend installing sewer and water at the Union R-X1 School District ball fields concession stands in exchange for use of the fields at a cost of \$1,000. Albrecht/Pope-2nd, approved 6-0.

Discussion of Making KO-KO Beach a Truck Route – Nancy Thiemann, 7196 Ko Ko Beach Road, addressed the Board requesting to make Ko Ko Beach road a truck route so that she can continue to park her tractor trailer truck on her property, on a pad she has constructed for it to be parked there. She lives in the first house before the end of the city limits. City Administrator Russell Rost explained the reasoning for this request is complaint driven as an individual has complained about tractor trailer trucks in the area and the noise from them running. The committee discussed what could be done to assist her referencing the ordinance and her situation with the city attorney. She presented pictures of the pad she has created to park the truck and noted the truck is only parked there a couple times a month. After discussing further research will be done and the city attorney will

research the current/proposed parking regulations and report back to the committee. Until the issue is resolved Mrs. Thiemann will have to park her truck elsewhere.

Tornado Sirens Testing to begin November 4, 2013 at 11:00 a.m. – City Administrator Russell Rost updated the committee on the tornado sirens and testing will begin November 4, 2013 at 11:00 a.m. *The city administrator reported all sirens are working and will be tested on the first Monday of each month at 11:00 a.m.*

Summary of Industrial Site Consultant Visit – Community Development Director Joey Graves gave a site visit report from the Missouri Partnership Site Consultant Visit Program. He reported it went very well, that they were very complimentary and reviewed over some pros and cons of the park. Overall it was a good visit and if anyone wanted to see the full report to contact him.

Alderman Bailey questioned the status of the remaining trees to be planted uptown and Mr. Graves reported they were ordered the last week of October and the dead trees will also be replaced.

Alderman R.Schmuke questioned the next step for the Veterans Memorial Park and it was decided to place on this committee's agenda next month, and that it would not need to go to the East Park Committee.

The Mayor reminded everyone of the next electronic recycling event to be held on Friday, November 1, 2013 from 8-1 a.m. at the street department location, 202 W. Brown Street.

Motion: To accept the Parks, Building, Development and Public Service Committee Report. Albrecht/Pope-2nd, approved 8-0.

c) Personnel, Finance and Public Works Committee – November 4, 2013

Dale Schmuke-Chairman, Paul Arand, Vick Jo Hooper, David A. Pope, Jim Albrecht and Karen Erwin, Members. Chairman Schmuke reviewed over the committees report as follows (*italicized print reflects updates since the committee's meeting being discussed at this Board of Aldermen meeting*):

Window Coverings – City Auditorium – Stefanie Kitcher – No action taken, waiting on cost figures for the curtains.

Request from Union R-XI School District to Waive Building Permit Fees for the Union High School Softball/Baseball Complex Bathroom and Concession Stand
Motion – To recommend waiving the permit fees for the Union R-XI School District for the Union High School Softball/Baseball Complex Bathroom and Concession Stand. Arand/Pope-2nd, approved 6-0.

Prairie Dell Road Phase I Project – City Engineer Jonathan Zimmermann reported he is starting the acquisition phase and once done he can start with the exhibits and contact the title companies as in the past.

Denmark Road Phase 2 Project – City Engineer Jonathan Zimmermann requested approval to proceed with obtaining the approval from MoDOT for the project.
Motion – To recommend proceeding with the MoDOT approval for the project. Pope/Erwin-2nd, approved 6-0.

Update Commitment to Old County Farm Road Realignment in 2015 – City Engineer Jonathan Zimmermann explained he will combine the scope of conceptual plans of this project in with the federal project of Denmark Road Phase 2 Project.

Update - East Denmark Road – Lighting – City Engineer Jonathan Zimmermann has talked with Ameren and he should know something by the end of next week.

Update - Independence Drive Project – City Engineer Jonathan Zimmermann explained the final change order for the project for the amount of \$29,589.96. Alderman Bailey questioned the lack of milling not being included within the change order. Mr. Zimmermann agreed and will research. This led to a discussion of the construction of the

round-a-bout there and the satisfaction of this project, along with building future round-a-bouts.

Motion – To recommend approving the change order contingent upon the milling. Arand/Erwin-2nd, approved 6-0.

Mr. Zimmermann explained the final figures with the change order that now includes the milling and additional work done with the project and the final cost is \$29,780.59, which is in ordinance form for item 10c of this meeting.

Update – Well 7 – City Engineer Jonathan Zimmermann reported they will be bidding out the project and then discussed how to fund the scada system monitor the water department uses, as it is in need of repair.

Update - Veteran's Memorial Park – City Engineer Jonathan Zimmermann reported the project is complete and the city administrator stated the next step will be when they start working on the budget it will be placed on future agendas.

Update - Replacement of Existing Heating & Cooling System at City Hall – The city administrator had no report at this time.

Discussion - Pending Mesothelioma Requirement Option - City Administrator Russell Rost will be reporting on this at the next Board of Aldermen meeting as he is waiting on documentation from MIRMA.

Employee Insurance Renewal Report – City Administrator Russell Rost reported he is waiting to receive the insurance renewal report and he will put this on the next Board of Aldermen meeting.

One time pay increase – Motion – City Administrator Russell Rost explained that this is the same as last year, \$250, the one-time pay increase given this time of year, for permanent full-time and permanent part-time employees only. It has been budgeted.

Motion: To recommend the one-time pay increase of \$250 for permanent full-time and permanent part-time employees only, same as last year. Erwin/Arand-2nd, approved 6-0.

Motion: To accept the Personnel, Finance, and Public Works Committee Report. Arand/Erwin-2nd, approved 8-0.

6. DEPARTMENTAL REPORTS

- a) **Chief of Police** – Monthly Report *
- b) **Municipal Court** – Monthly Report*
- c) **City Clerk** - Notice of Candidate Filing for April 8, 2014 Municipal Election*
- d) **City Engineer** – Monthly Report*
- e) **Parks & Recreation** Monthly Report*
- f) **Street Department** – Monthly Report*
- g) **Water & Sewer Department** - Monthly Report*
- h) **Community Development Director** – Monthly Report*

7. REPORT OF CITY ADMINISTRATOR – Russell Rost

- a) **Cash Flow***
- b) **Collection Report***
- c) **Monthly Sales Tax Report** *
- d) **Tammy Alsop – Hochschild, Bloom & Company – Presentation of 2012/2013 Financial Statements** – Ms. Alsop of Hochschild, Bloom & Co., the City's financial auditor, reviewed the 2012-2013 Fiscal Year Audit and overall the City received a great report. Ms. Alsop, commended Heather Keith, the Finance Officer and city staff on a job well done.
- e) **Discussion – Pending Mesothelioma Requirement Option** – Mr. Rost reported since we belong to MIRMA no action is required with this mesothelioma requirement option.
- f) **Electronic Recycling Report** – Mr. Rost gave a report on the recent event, stating 20,416 lbs of electronics were collected and besides food \$706 was donated to the Union Food Pantry. He then gave an overall report from all of the electronic recycling events to date.

Motion - To approve the report of the City Administrator. D.Schmuke/Arand -2nd, approved 8-0.

8. COMMITTEES, COMMISSIONS, AND BOARD REPORTS

a) **Planning and Zoning Commission Minutes** – October 28, 2013. Alderman Dustin Bailey requested this item be pulled and discussed the recommendation of the commission to allow tattoo parlors in a B1, B2 and B3 (with conditional use permit) zoning districts. He expressed his concerns, referencing these tattoo parlors could operate next to residential homes in some of these zonings and does not feel that is an appropriate use there. Mayor Livengood noted that this is in ordinance form, item 10e, and discussion could be held there.

Motion: To approve the Planning and Zoning Minutes of October 28, 2013. Erwin/Bailey-2nd, approved 8-0.

b) **Park Board Minutes** – October 24, 2013 – No Meeting Held*

c) **Board of Adjustments** – No Meeting*

d) **East Park Development** – No Meeting*

9. RESOLUTIONS AND PROCLAMATIONS - None

10. ORDINANCES – Originals and/or copies, including recorded votes of the following are attached hereto. Each Ordinance read a minimum of twice by title, unless otherwise noted.

- a) Bill 13-068 Ordinance 3831 Condominium Approval – “4th Amendment to Clearview Condominium” – Carolyn E. Scheer. Approved 8-0. See pg. 97.
- b) Bill 13-069 Ordinance 3832 Sidewalk Variance – Eve Estates – Ed Schmelz. Approved 8-0. See pg. 98.
- c) Bill 13-070 Ordinance 3833 Change Order – Independence Drive Project – Jokerst Paving. Approved 8-0. See pg. 99.
- d) Bill 13-071 Ordinance 3834 Agreement – MoDOT – Denmark Road Improvement Project Phase 2. Approved 8-0. See pg. 100.
- e) Bill 13-072 Ordinance 3835 Amend Title IV Land Use – Pertaining to Tattoo Parlors. The Bill was discussed and a **motion** was made to amend allowing tattoo parlors in B-1 Central Business District, and as a conditional use in B-2 Highway Business District and to not allow in a B-3 Neighborhood Business District. Pope/D.Schmuke-2nd, approved 6-2 (Bailey/R.Schmuke). The bill was then read three times and then approved by roll call vote 6-2 (Bailey/R.Schmuke). See pg. 101.
- f) Bill 13-073 Ordinance 3836 Real Estate Purchase – Ava Frick – Approved 8-0. See pg. 102.
- g) Bill 13-074 Ordinance 3837 Real Estate Purchase – Dennis O. Frick & Alane M. Frick – Approved 8-0. See pg. 103.

11. MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

Mayor Livengood wished everyone a safe and happy thanksgiving. He also acknowledged boy scouts in attendance and they reminded everyone of the Scouting for Food event for Saturday, November 16, 2013.

City Administrator Russell Rost reported on the status of the employee insurance renewal, which he will further update before the renewal date of January 1, 2014.

12. ADJOURNMENT

Closed Session

Motion: A motion was made (Pope) and seconded (Erwin) to recess the regular meeting and convene in executive session to discuss – Litigation RSMo. 610.021 (1) and Real Estate - RSMo. 610.021 (2).

The following roll call vote was recorded:

Jim Albrecht Yes Paul Arand Yes

Dale Schmuke	Yes	Vicki Jo Hooper	Yes
Robert Schmuke	Yes	Dustin Bailey	Yes
David Pope	Yes	Karen Erwin	Yes

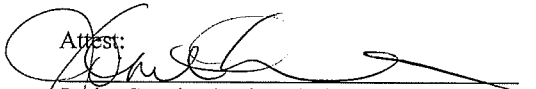
Regular Session Reconvene: A motion was made (Pope) and seconded (Arand) to reconvene to regular session:

The following roll call vote was recorded:

Albrecht	Yes	Paul Arand	Yes
Dale Schmuke	Yes	Vicki Jo Hooper	Yes
Robert Schmuke	Yes	Dustin Bailey	Yes
David Pope	Yes	Karen Erwin	Yes

Adjourn Regular Session

Motion: There being no further business to transact, motion made (Erwin/Bailey-2nd) and approved to adjourn the regular session of the Board of Aldermen.

Attest:

Jonita Copeland, City Clerk


Mike Livengood, Mayor



Introduced by Alderman: Dale Schmuke

AN ORDINANCE OF THE CITY OF UNION, FRANKLIN COUNTY, MISSOURI APPROVING AND AUTHORIZING THE FINAL PLAT OF THE "4TH AMENDMENT TO CLEARVIEW CONDOMINIUM " IN THE CITY OF UNION, MISSOURI, AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF UNION, MISSOURI AS FOLLOWS:

Whereas, the final plat of "4TH AMENDMENT TO CLEARVIEW CONDOMINIUM " in the City of Union, Missouri, has been submitted to the City for approval; and,

Whereas, the City Engineer has certified that the required improvements have been completed to their satisfaction, or that the necessary and required steps have been taken to see that they shall be completed; and

Now, therefore, be it ordained by the Board of Aldermen of the City of Union, Missouri, as follows:

Section 1. The final plat of "4TH AMENDMENT TO CLEARVIEW CONDOMINIUM " in the City of Union, Missouri, is hereby approved and the same is ordered recorded with the Franklin County, Missouri Recorder of Deeds.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Effective Date. This ordinance shall take effect and be in full force from and after its passage by the Board of Alderman and approval by the Mayor.

Passed this 12th day of November, 2013.

VOTE: Paul Arand	<u>YEA</u>	Jim Albrecht	<u>YEA</u>
Dale Schmuke	<u>YEA</u>	Vicki Hooper	<u>YEA</u>
David Pope	<u>YEA</u>	Robert Schmuke	<u>YEA</u>
Dustin Bailey	<u>YEA</u>	Karen Erwin	<u>YEA</u>

Mike Livengood

Presiding Officer

Approved this 12th day of November, 2013.

Mike Livengood

Mike Livengood, Mayor

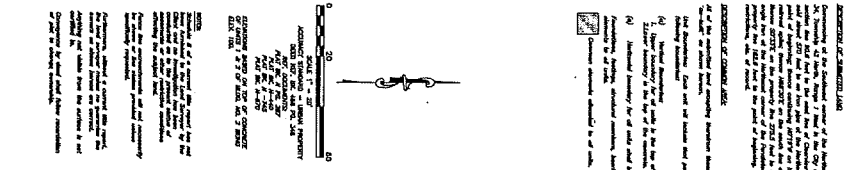
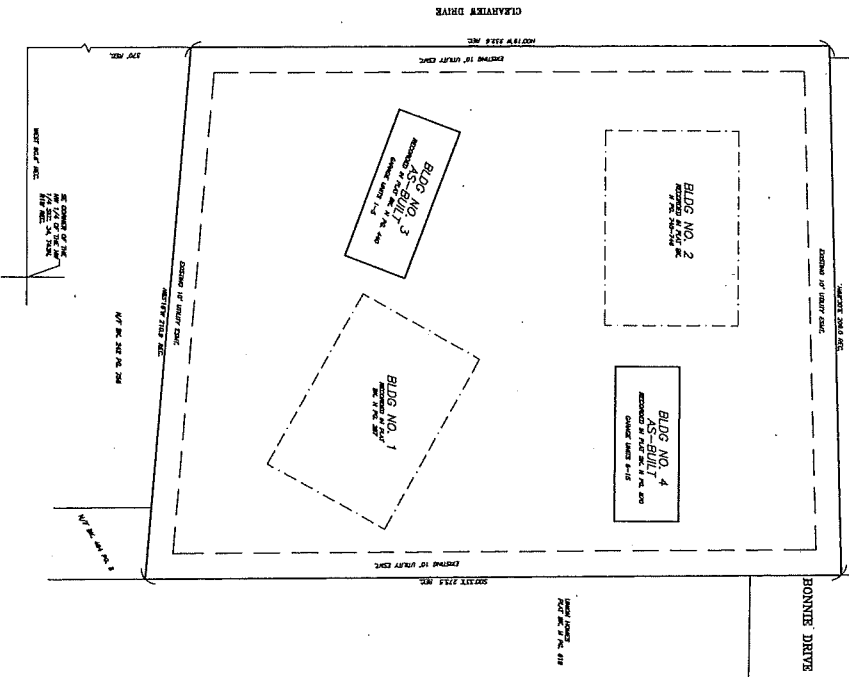
ATTEST:

Jonita Copeland

Jonita Copeland, City Clerk



**4TH AMENDMENT TO
CLEARVIEW CONDOMINIUM
PT. N 1/2 NW 1/4 SEC. 34, T43N, R1W IN THE CITY OF UNION, MO.**



DESCRIPTION OF CONDOMINIUM

As of the date hereof, the entire portion of the property described in the above plat is owned by the City of Union, Missouri, and is being conveyed to the City of Union, Missouri, to be held in trust for the benefit of the owners of the units in the Clearview Condominium. The City of Union, Missouri, is hereby authorized to sell, lease, convey, or otherwise dispose of the property described in the above plat to the City of Union, Missouri, for the purpose of providing for the needs of the Clearview Condominium. The City of Union, Missouri, is hereby authorized to execute all documents necessary to carry out the purposes of this plat, including the execution of this plat, and to take any action that may be necessary to carry out the purposes of this plat.

CONVEYANCE TO THE CITY OF UNION, MISSOURI

I, the undersigned, being duly qualified to execute this instrument, do hereby certify that the City of Union, Missouri, is the owner of the property described in the above plat, and that the City of Union, Missouri, is authorized to execute this instrument for the purpose of conveying the property described in the above plat to the City of Union, Missouri, for the purpose of providing for the needs of the Clearview Condominium. I have executed this instrument and my seal is hereunto set.

STATE OF MISSOURI

COUNTY OF FRANKLIN

_____, Clerk of the County.

Witness my hand and seal of office at Union, Missouri, this ____ day of _____, 20__.

NOTARIAL PUBLIC

_____, Notary Public.

My commission expires _____.

WSE
WILLIAMSON & SONS ENGINEERS

SURVEYING & ENGINEERS
20 SOUTH CHURCH STREET
UNION, MISSOURI 64580

4TH AMENDMENT TO
CLEARVIEW CONDOMINIUM
PT. N 1/2 NW 1/4 SEC. 34, T43N,
R1W IN THE CITY OF UNION, MO.

DRAWING NO.	DATE	SHEET

1 of 1

17-1

Introduced by: Robert Schmuke

AN ORDINANCE GRANTING A VARIANCE TO THE REQUIREMENT OF CONSTRUCTION OF SIDEWALKS PURSUANT TO TITLE IV, LAND USE, CHAPTER 410 SUBDIVISION OF LAND, ARTICLE I GENERAL PROVISIONS AND PROCEDURES, SECTION 410.090 (39) (E) OF THE CODE OF ORDINANCES OF THE CITY OF UNION, MISSOURI AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

WHEREAS, the owner of Eve Estates, a proposed subdivision within the City of Union located in the East half of the Southeast qr. In Section 22, Township 43 North, Range 1 West of the 5th P.M. off of N. Church Street and South of Independence Drive, has applied for a variance from the requirement of installation of sidewalks for their plat,

WHEREAS, the Board of Aldermen have determined that the variance request is based the burden of building sidewalks prior to construction and at a time when subsequent damage from construction on individual lots would be likely,

WHEREAS, the property owners have indicated that at such time as a lot is built upon a sidewalk will be provided and the gaps between lots could be completed within 18 months of the recording of the plat of the individual phases. In the event that a lot is sold which does not yet have a sidewalk then the purchaser would have a period of 6 months from the date of sale to install sidewalks meeting City specifications,

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

Section One. The Board of Aldermen of the City of Union hereby determines, pursuant to Section 410.090 (39) (E), that it is in the best interests of the City to allow the development of Eve Estates, a proposed subdivision within the City of Union located in the East half of the Southeast qr. in Section 22, Township 43 North, Range 1 West of the 5th P.M. off of N. Church Street and South of Independence Drive, without the necessity of sidewalks upon the condition that, at such time as a lot is built upon a sidewalk will be provided, and that the gaps between lots would be completed within 18 months of the recording of the plat of the individual phases. In the event that a lot is sold which does not yet have a sidewalk then the purchaser would have a period of 6 months from the date of sale to install sidewalks meeting City specifications

Section 2. A copy of this ordinance shall be recorded with the Franklin County Recorder of Deeds upon its passage by the Board of Aldermen.

Section 3. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of re-codifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such

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designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 4. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

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

Passed this 12th day of November, 2013.

VOTE: Paul Arand	<u>YEA</u>	Dustin Bailey	<u>YEA</u>
Vicki Jo Hooper	<u>YEA</u>	Dale Schmuke	<u>YEA</u>
Robert Schmuke	<u>YEA</u>	David Pope	<u>YEA</u>
Jim Albrecht	<u>YEA</u>	Karen Erwin	<u>YEA</u>

APPROVED this 12th day of November, 2013.

Mike Livengood
Mike Livengood, Mayor

ATTEST:
Jonita Copeland
Jonita Copeland, Clerk



98-1

BILL NO. 13-070

ORDINANCE NO. 3833

Introduced by: Dale Schmuke

AN ORDINANCE OF THE CITY OF UNION, MISSOURI AUTHORIZING CERTAIN CHANGE ORDERS TO A CONTRACT PREVIOUSLY ENTERED INTO BY AND BETWEEN THE CITY OF UNION AND JOKERST PAVING AND CONTRACTING, INC.

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

Section One: Prior hereto on the 11th of March, 2013, City of Union and Jokerst Paving and Contracting, Inc. entered into an agreement pertaining to Independence Drive Improvements STP-6200(604). Execution of said original agreement having been authorized by the passage of Ordinance No. 3768.

Section Two: Since the date said agreement was originally executed certain items and/or issues have been changed which result in the need to change the original contract. Said changes are as reflected on Exhibit A attached hereto and incorporated by reference herein.

Section Three: The Board of Aldermen of the City of Union hereby finds that approving the proposed changes is in the best interest of the City of Union and hereby approves same.

Section Four: The Mayor of the City of Union is hereby authorized to execute Change Order No. 1, Independence Drive Improvements with regard to the above described project.

Section Five: This Ordinance will be in full force and effect from and after its final passage and approval.

Passed this 12th day of November, 2013.

VOTE:	Paul Arand	<u>YEA</u>	Dustin Bailey	<u>YEA</u>
	Vicki Hooper	<u>YEA</u>	Dale Schmuke	<u>YEA</u>
	Robert Schmuke	<u>YEA</u>	Jim Albrecht	<u>YEA</u>
	David Pope	<u>YEA</u>	Karen Erwin	<u>YEA</u>

Mike Livengood
Presiding Officer

APPROVED this 12th day of November, 2013.

Mike Livengood
Mike Livengood, Mayor

ATTEST: *Jonita Copeland*
Jonita Copeland, City Clerk



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CHANGE ORDER No. 1

CONTRACTOR: Jokerst Paving
 PROJECT NAME: Independence Drive

CITY: Union, MO
 PROJECT NO.: STP-6200(604)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:
 See Attached Supplemental Sheet

2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1.1	2200.2	Pavement Milling (Full Width)	43,865	0.00	43865.00	SY \$0.60		\$26,319.00
1.2	2200.3	Pavement Milling (Edgemill Only)	0	16,540.00	16540.00	SY \$0.91	\$16,871.40	
1.3	2300.1	Full Depth Pavement Repair	50	43.00	7.00	SY \$69.07		\$483.49
1.4	2300.4	Rock Excavation	100	106.00	6.00	SY \$126.77	\$760.62	
1.5	2350.1	Silt Fence	500	486.00	14.00	LF \$2.50		\$35.00
1.6	4000.1	Asphalt Pavement (BP-1)	5,218	5,209.30	8.70	TON \$58.08		\$505.30
1.7	4000.2	Asphalt Pavement (Bituminous Base)	735	733.39	1.61	TON \$62.88		\$101.40
1.8	4000.3	Asphalt Approach, 5"	2,460	2,152.78	307.22	SF \$5.18		\$1,591.40
1.9	4000.4	Asphalt Wedging	0	30.00	30.00	TON \$43.06	\$1,291.80	
1.10	4000.5	Asphalt Indexing	0	1.00	1.00	SF \$5,309.96	\$5,309.96	
1.11	1500.6	Additional Detour Signage	0	1.00	1.00	EA \$4,085.54	\$4,085.54	
1.12	5000.9	Autumn Hill additional Sidewalk, Curb, etc	0	1.00	1.00	SF \$3,687.22	\$3,687.22	
1.13	5000.10	Island Modifications	0	1.00	1.00	SF \$17,171.40	\$17,171.40	
1.14	5000.11	Concrete Driveway	0	2,042.00	2042.00	SF \$4.72	\$9,638.24	
TOTALS:							\$68,816.18	\$29,036.69
DIFFERENCE:							(\$29,780.69)	

3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:
 N/A

4 COMMENTS:

5 COST ADJUSTMENTS TO THE CONTRACT:	
1. CONTRACT AMOUNT	\$981,178.78
2. OVERRUN THIS ORDER	\$68,816.18
3. OVERRUN PREVIOUS	
4. UNDERRUN THIS ORDER	\$29,035.69
5. UNDERRUN PREVIOUS	
6. PROJECT TOTAL	\$1,010,959.37

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:

APPROVED: CITY OF UNION, MO (OWNER)	DATE	APPROVED: JOKERST PAVING (CONTRACTOR)	DATE
APPROVED: MODOT	DATE	APPROVED: COCHRAN (CONSTRUCTION ENGINEER)	DATE

99-1

BILL NO. 13-071
Introduced by: Paul Arand

ORDINANCE NO. 3834

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF UNION, MISSOURI AN STP AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PERTAINING TO THE DENMARK ROAD IMPROVEMENT PROJECT STP-6200(608) AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF UNION, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen of the City of Union, Missouri hereby approve the Surface Transportation Program (STP) Agreement as submitted by the Missouri Highways and Transportation Commission as attached hereto and further authorizes the Mayor of the City of Union, Missouri to execute same on behalf of the City of Union.

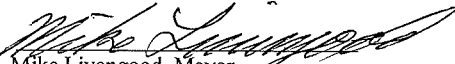
Section 2. This Ordinance shall be in full force and effect from and after its final passage and approval

Passed this 12th day of November, 2013.

VOTE:	Paul Arand	<u>YEA</u>	Dustin Bailey	<u>YEA</u>
	Vicki Hooper	<u>YEA</u>	Dale Schmuke	<u>YEA</u>
	Jim Albrecht	<u>YEA</u>	David Pope	<u>YEA</u>
	Karen Erwin	<u>YEA</u>	Robert Schmuke	<u>YEA</u>

Presiding Officer

APPROVED this 12th day of November, 2013.


Mike Livengood, Mayor

ATTEST:


Jonita Copeland, City Clerk





Gregory J. Horn, P.E.
Interim St. Louis District Engineer

Missouri Department of Transportation

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

Jonathan Zimmerman
City of Union
500 East Locust
Union, MO 63084

RE: City of Union
Denmark Road Ph.2
Federal Project No. STP-6200(608)
TIP# 6200(608)
Draft Program Agreement, Programming Comments,

Dear Mr. Zimmerman:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of STP-6200(608). 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, www.modot.org (click 'Business' then click 'Manuals').

Per the approved TIP Application, the City intends to replace the existing structure - Bridge No. 1180006. Please be aware that the structure has a sufficiency rating of 57.1% and is currently eligible for rehabilitation only. Per the LPA Manual, if the existing structure is currently eligible for rehabilitation and the LPA elects to replace the structure, the amount of eligible federal funding will be limited to that which will not exceed the rehabilitation cost estimate unless appropriate justification is provided by the LPA that a new structure represents the best value. If the rehabilitation cost is at least 68% of the replacement costs, then it can generally be assumed that the new replacement structure will provide a better value than the rehabilitation of the existing structure. In order to replace the existing structure, the City will need to provide a rehab v. replacement cost analysis for review and approval.

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 return a minimum of four executed copies of the agreement to this office. You may send more than four copies if your agency prefers more than one fully executed copy. Each copy of the program agreement must include a copy of the location map labeled "Exhibit A", the project schedule labeled "Exhibit B" and a copy of Form 1273. Also submit two copies 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 agreements. MoDOT will forward the agreements to the MHTC for execution



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.
www.modot.org

and will return a fully executed program agreement 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 annually from Local Agencies participating in the fed-aid program.

Federal funds for Preliminary Engineering have not been programmed for this project. Design work may begin at any time since this work is not reimbursable.

If the City is seeking federal funds for consultant Construction Engineering services/Inspection then the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services. The QBS process must include a public announcement, advertisement or other acceptable method that assures qualified in-state and out-of-state consultants are given a fair opportunity for consideration, which allows for a minimum two-week response time. The City must use the MoDOT Consultant Resources website to post the public announcement or advertisement (Figure 136.4.7, sample solicitation form) for the two week period. The solicitation form/RFQ should be sent electronically to this office for review and placement on the MoDOT website.

The City's project files must contain documentation on when the sponsor's review team met to evaluate the prospective consultants. The project sponsor must also have an attendance sheet with the date they met. A copy of the advertisement must be placed in the sponsor project file. All of this information must be submitted to MoDOT for filing along with the consultant contract submittal.

Design Criteria

MoDOT's direction for federally funded projects is to use a design philosophy that promotes the use of good engineering judgment based on project specific site conditions. There is an expectation that applicable national codes and design guidelines will generally be followed, although not required for the project to be eligible for federal funding. The City's engineer of record for this project will be considered responsible for determining the appropriate design parameters chosen based on the specific site conditions, local agency needs and guidance provided in Section 136.7 of the Local Public Agency Manual. Design variations from accepted AASHTO Standards will require MoDOT review and approval. Documentation of all design decisions for the project should be retained in the City's project file and made available for viewing by MoDOT or FHWA personnel upon request. The title sheet of the plans must show the design criteria that will be used for the project.

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. Please refer to the Engineering Policy Guide on MoDOT's website at www.modot.org (click 'Business' then click 'Manuals') for details on criteria and philosophy used to make improvements on MoDOT right of way.

For improvements that will not occur on MoDOT right of way, please refer to the Section 136.7 of the LPA Manual for guidance concerning the Design Criteria to be used.

Environmental Requirements

The TIP application for this project has been forwarded to MoDOT Environmental Division to determine if a programmatic Categorical Exclusion (CE-2) will be applied for this project. The status of the CE-2 determination will be forwarded to your office as soon as possible.

As this project involves the rehabilitation or removal and replacement of an existing bridge, the existing structure must be inspected for asbestos. The reports from these hazardous waste inspections MUST be included in the bid proposal. Please refer to the LPA Manual, Section 136.6.4.10.1 Renovation and Demolition of Structures, for additional important information.

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. As stated in the LPA manual, public hearings are required for certain projects. If a public hearing is required for this project, please provide this office with a copy of the advertisement for the public hearing that is to be published.

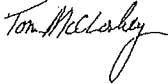
ADA requirements

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 with the **entire plan set in one .pdf file only** via email or via CD for review/approval.

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

Sincerely,



Tom McCloskey
District Design Liaison
MoDOT

Enclosures

Copy: Sonya Pointer – East West Gateway

100-3

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 06/12 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-6200(608)
Award Year: (2014)
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 Union, Franklin County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 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-6200(608) involves:

Asphalt resurfacing, sidewalks, bridge rehabilitation/replacement, concrete driveway approaches, pavement widening, box culvert extension, drainage facilities, pavement repair, street trees and striping.

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

100-4

(2) LOCATION: The contemplated improvement designated as Project STP-6200(608) by the Commission is within the city limits of Union, 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:

Along Denmark Drive from St. Andrews Drive to Grandview Farms Drive.

(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 maintenance of the improvements made by this project 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 operational maintenance. Any aesthetic improvements installed on highways maintained by the Commission upon completion of the project will be the sole responsibility of the City 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:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. The federal share for this project will be 80 percent not to exceed \$1,016,056. 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-6200(608) 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 for amounts equal to or greater than \$10,000.00. The City shall repay any progress payments which involve ineligible costs.

(19) 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.

(20) 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.

(21) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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 OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) 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.

(22) 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.

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

(24) 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.

(25) 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.

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

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

(27) 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:
500 East Locust
Union, MO 63084
Facsimile No. (636) 583-4091

(B) To the Commission:
1590 Woodlake
Chesterfield, MO 63017
Facsimile No.: (573) 522-6480

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.

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

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

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

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or

indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (28) 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.

(29) 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.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF UNION

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

[If needed to authorize a city official
to execute the agreement.]

Ordinance No: _____

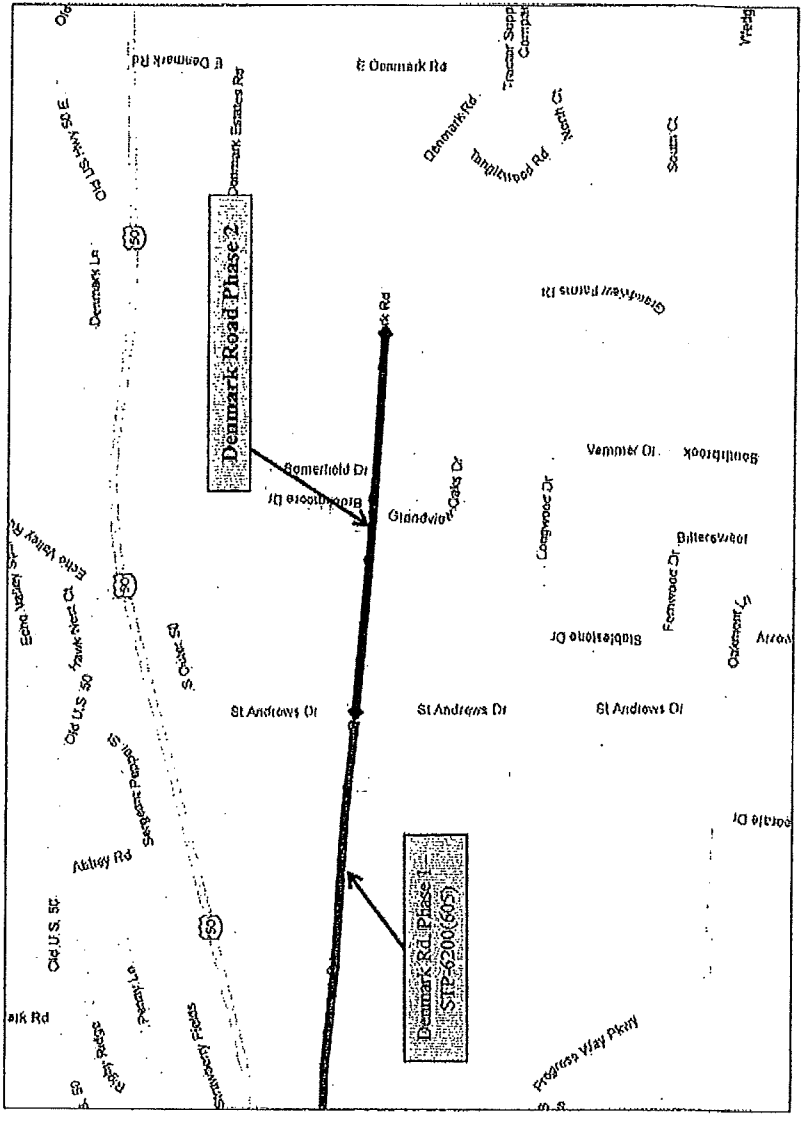
122-13

City of Union – Vicinity Map

STP Project Limits:

- Denmark Road Phase 2 – St. Andrews Drive to Grandview Farms Drive

EXHIBIT A



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Exhibit B – Project Schedule

Project Description: STP-6200(608), asphalt resurfacing, sidewalks, bridge rehabilitation/replacement, concrete driveway approaches, pavement widening, box culvert extension, drainage facilities, pavement repair, street trees and striping.

Task	Date
Date funding is made available or allocated to recipient	10/14
Preliminary and Right-of-Way Plans Submittal (if Applicable)	4/14
Plans, Specifications & Estimate (PS&E) Submittal	9/15
Plans, Specifications & Estimate (PS&E) Approval	10/15
Advertisement for Letting	12/15
Bid Opening	3/16
Construction Contract Award or Planning Study completed (REQUIRED)	4/16

*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.

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Exhibit C

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (Included in Appalachian contracts only)

I. GENERAL

1. 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 supervision and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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

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In publications having a large circulation among minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

6. **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 his 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 his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. **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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conforming under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, 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.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY; ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

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

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-600), Executive Order 11738, and regulations in implementation thereof (40 CFR 16) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Covered Transactions:

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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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, continuance, 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-L.L. "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 his or her bid or proposal that he or she 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.

100-23

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.

100-24

SUB-RECIPIENT INFORMATIONAL FORM
Federal Funding Accountability and Transparency Act 2006

Sub-Recipient Information

SUB-RECIPIENT NAME AND ADDRESS

Name:

Address:

City:

State:

Zip:

Sub-Recipient DUNS Number:

Sub-Recipient MPIN Number (CCR Registration number):

Sub-Recipients 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

Sub-Recipient Highly Compensated Officer

Officer Name

Officer Compensation

COMMENT

PREPARED BY:

DATE:

Name:

Title:

Email:

MoDOT Form 1590

5e-c01

Introduced by: Robert Schmuke

AN ORDINANCE AMENDING TITLE IV, LAND USE, APPENDIX A, LISTING OF PERMITTED AND CONDITIONAL USES, OF THE CODE OF ORDINANCES OF THE CITY OF UNION, MISSOURI PERTAINING TO TATTOO PARLORS AND ESTABLISHING THE EFFECTIVE DATE THEREOF.

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

Section One. The Board of Aldermen of the City of Union hereby determines that it is necessary to amend a certain provision of the City of Union Code of Ordinances pertaining to Tattoo Parlors as follows:

Title IV, Land Use, Appendix A, Listing of Permitted and Conditional Uses, is hereby amended to cause tattoo parlors to be classified as a Permitted Use in "B-1" Central Business District and "B-2" Highway Business District and as a Conditional Use in "B-3" Neighborhood Business District. See below as this section was amended by motion of the Board of Aldermen.*

Section 2. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of re-codifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 3. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

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

Bill read once, discussed and a motion was made to amend, then read twice more.

Passed this 12th day of November, 2013.

101

VOTE: Paul Arand	<u>YEA</u>	Dustin Bailey	<u>NAY</u>
Vicki Jo Hoopper	<u>YEA</u>	Dale Schmuke	<u>YEA</u>
Robert Schmuke	<u>NAY</u>	David Pope	<u>YEA</u>
Jim Albrecht	<u>YEA</u>	Karen Erwin	<u>YEA</u>

APPROVED this 12th day of November, 2013. <

Mike Livengood
Mike Livengood, Mayor

ATTEST:
Jonita Copeland
Jonita Copeland, Clerk

* Motion: To allow tattoo parlors to be classified as a Permitted Use in "B-1" Central Business District and as a Conditional Use in "B-2" Highway Business District and not allowed at all in a "B-3" Neighborhood Business District. Pope/D.Schmuke-2nd, approved 6-2 (Bailey/R.Schmuke).



101-1

Introduced by: Karen Erwin

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF UNION, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF UNION, MISSOURI A CERTAIN REAL ESTATE SALES AGREEMENT PERTAINING TO REAL ESTATE OWNED BY AVA LEE FRICK, TRUSTEE OF THE AVA LEE FRICK REVOCABLE LIVING TRUST, DATED JANUARY 31, 2002 AND THE CITY OF UNION ESTABLISHING THE EFFECTIVE DATE THEREOF.

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

Section 1. The Mayor of the City of Union, Missouri is hereby authorized to execute on behalf of the City of Union, Missouri a certain real estate sales agreement with Ava Lee Frick, Trustee of the Ava Lee Frick Revocable Living Trust, dated January 31, 2002 pertaining to land,

RIGHT-OF-WAY

Part of a tract of land being situated in Lot 1 of the Northwest qr. of Section 31, Township 43 North, Range 1 East of the Fifth Principal Meridian, being fully described in Document No. 2004-09349 of the Franklin County Recorder of Deeds Office, said Right-of-Way area to be 10 feet (wide) parallel and adjacent to the North line of the existing right-of-way of Denmark Road, from the West property line of said property described in Document No. 2004-09349 to the East property line, intended to be along the entire frontage of said tract containing approximately 5,577 square feet or 0.13 acres.

TEMPORARY CONSTRUCTION EASEMENT

A part of a tract of land being situated in Lot 1 of the Northwest qr. of Section 31, Township 43 North, Range 1 East of the Fifth Principal Meridian, being fully described in Document No. 2004-09349 of the Franklin County Recorder of Deeds Office, said Temporary Construction Easement area to be 10 feet (wide) parallel and adjacent to the North line of the Right-of-Way area described above, from the West property line of said property described in Document No. 2004-09349 to the East property line, intended to be located on the North side of the Right-of-Way area described above containing approximately 5,557 square feet.

A copy of said agreement being attached hereto and incorporated by reference herein.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed this 12th day of November, 2013.

102

VOTE:

Paul Arand	<u>YEA</u>	Jim Albrecht	<u>YEA</u>
Dale Schmuke	<u>YEA</u>	Vicki Jo Hooper	<u>YEA</u>
Robert Schmuke	<u>YEA</u>	David Pope	<u>YEA</u>
Dustin Bailey	<u>YEA</u>	Karen Erwin	<u>YEA</u>

Mike Leonard

Presiding Officer

Approved this 12th day of November, 2012.

Mike Leonard

Presiding Officer

Attest:

[Signature]

City Clerk



102-1

BILL NO. 13-074

ORDINANCE # 3837

Introduced by: Dale Schmuke

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF UNION, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF UNION, MISSOURI A CERTAIN REAL ESTATE SALES AGREEMENT PERTAINING TO REAL ESTATE BY DENNIS O. FRICK, TRUSTEE OF THE DENNIS O. FRICK REVOCABLE LIVING TRUST U/A NOVEMBER 16, 1998, AND ALANE M. FRICK, AND THE CITY OF UNION ESTABLISHING THE EFFECTIVE DATE THEREOF.

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

Section 1. The Mayor of the City of Union, Missouri is hereby authorized to execute on behalf of the City of Union, Missouri a certain real estate sales agreement with Dennis O. Frick, Trustee of the Dennis O. Frick Revocable Living Trust U/A November 16, 1998, and Alane M. Frick, pertaining to land,

RIGHT-OF-WAY

A part of a tract of land being situated in Lots One (1) and Two (2) of the Northwest qr. in Section 31, Township 43 North, Range 1 East of the Fifth Principal Meridian, being fully described in Book 1153, Page 761 of the Franklin County Recorder of Deeds Office, said Right-of-Way area to be 10 feet (wide) parallel and adjacent to the north line of the existing right-of-way of Denmark Road, from the West property line of said property described in Book 1153, Page 761 to the East property line, intended to be along the entire frontage of said tract containing approximately 15,533 square feet or 0.36 acres.

TEMPORARY CONSTRUCTION EASEMENT

A part of a tract of land being situated in Lots One (1) and Two (2) of the Northwest qr. in Section 31, Township 43 North, Range 1 East of the Fifth Principal Meridian, being fully described in Book 1153, Page 761 of the Franklin County Recorder of Deeds Office, said Temporary Construction Easement area to be 10 feet (wide) parallel and adjacent to the North line of the Right-of-Way area described above, from the West property line of said property described in Book 1153, Page 761 to the East property line, intended to be located on the North side of the Right-of-Way area described above containing approximately 15,812 square feet.

103

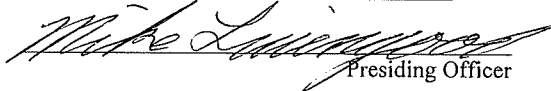
A copy of said agreement being attached hereto and incorporated by reference herein.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

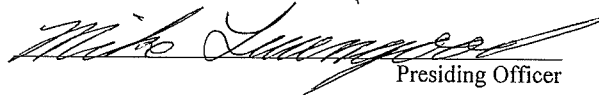
Passed this 12th day of November, 2013.

VOTE:

Paul Arand	<u>YEA</u>	Jim Albrecht	<u>YEA</u>
Dale Schmuke	<u>YEA</u>	Vicki Jo Hooper	<u>YEA</u>
Robert Schmuke	<u>YEA</u>	David Pope	<u>YEA</u>
Dustin Bailey	<u>YEA</u>	Karen Erwin	<u>YEA</u>


Presiding Officer

Approved this 12th day of November, 2012.


Presiding Officer

Attest:


City Clerk



103-1