



**CITY OF VALLEY PARK, BOARD OF  
ALDERMEN MEETING  
AT 7:00 P.M. ON MAY 4, 2020  
VIA VIDEO CONFERENCING (ZOOM)  
PURSUANT TO RSMO 610.015  
VALLEY PARK CITY HALL, 320 BENTON  
STREET, VALLEY PARK, MISSOURI 63088**

**\*\*\*\* AGENDA\*\*\*\***

- 1. ROLL CALL**
- 2. PUBLIC HEARING – 47, 51 & 55 CRESCENT AVENUE –  
CONDITIONAL USE PERMIT FOR FIRE STATION**
- 3. NEW BUSINESS**
  - a. Bill 2238 – Conditional Use Permit for 47, 51 & 55 Crescent Avenue
  - b. Bill 2239 – Agreement for STP Phase 3
- 4. APRIL FINANCIALS**
- 5. REPORTS**
  - a. Mayor Report – Mayor Webster
  - b. City Attorney Report – Tim Engelmeyer
  - c. City Clerk Report – Dusty Hosna
  - d. Public Works Report – Gerald Martin
  - e. Community Development Report – Gil DeNormandie
  - f. Police Report – Lt. Francis Gomez
- 6. ADJOURNMENT**

\*\*\*\*\*

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT TO THE VALLEY PARK FIRE DISTRICT TO ALLOW A FIRE STATION ON A CERTAIN TRACT OF LAND AT 47, 51 AND 55 CRESCENT AVENUE WITHIN THE CITY OF VALLEY PARK, MISSOURI.

\*\*\*\*\*

**WHEREAS**, Valley Park Fire District filed for a Conditional Use Permit on February 19, 2020, to erect a fire station building located at 47, 51 and 55 Crescent Avenue within the City of Valley Park, Missouri; and

**WHEREAS**, such parcel of land is legally known and recognized as described in Exhibit A (attached); and

**WHEREAS**, The subject properties are located at the intersection of Crescent Avenue and Valley School Drive and zoned R-1 Single-Family Residential District. Under the R-1 Zoning Regulations, fire protection and related activities are permitted with a Conditional Use Permit. Article X, Section 405.610 of the City Land Use Code outlines regulations for submission, review and adoption of a Conditional Use Permit. Specific criteria for review are listed to guide the analysis of a proposed conditional use in order to facilitate the mitigation of potential impacts.

**WHEREAS**, in accordance with Article X, Section 405.610 Conditional Use Permit Procedure and Article XII, Section 405.720 Hearings Before Public Bodies, public notice has been given for the request for the Conditional Use Permit through: 1) the publication of a Public Hearing advertisement in a paper of general circulation, 2) the notification of adjacent property owners, and 3) the posting of a sign on the subject property; and

**WHEREAS**, in accordance with Chapter 410 of the City’s Code, A Minor Subdivision Plat has been reviewed and approved by staff for compliance as described in Exhibit B; and

**WHEREAS**, a Public Hearing was held on March 9, 2020, by the Planning and Zoning Commission regarding the request by The Valley Park Fire District for the Conditional Use Permit; and

**WHEREAS**, following the Public Hearing by the Planning and Zoning Commission and after consideration of the request and testimony presented therein, the Planning and Zoning Commission finds it is in the public interest to approve the Conditional Use Permit requested by the Valley Park Fire District to the erection of a fire house, contingent on the approval of variances by the Board of Adjustment, located at 47, 51 and 55 Crescent Avenue , subject to the conditions set forth herein; and

**WHEREAS**, a Public Hearing was held on April 23, 2020, by the Board of Adjustment regarding the request by The Valley Park Fire District for the approval of variances; and

**WHEREAS**, following the Public Hearing by the Board of Adjustment and after consideration of the request and testimony presented therein, the Board of Adjustment finds it is in the public interest to approve the variances requested by the Valley Park Fire District for the erection of a fire house located at 47, 51 and 55 Crescent Avenue; and

**WHEREAS**, upon review of the Planning and Zoning Commission decision report, the Board of Aldermen finds the decision acceptable.

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

## Section One

Pursuant to the provisions of Article X, Section 405.610 Conditional Use Permit Procedure of the Valley Park City Code, the Board of Aldermen hereby approves a Conditional Use Permit to allow the erection of a fire station located at 47, 51 and 55 Crescent Avenue subject to the provisions of the City Code as follows;

1. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.
2. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
4. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to the location, nature and height of buildings, structures, walls and fences on the site and the nature and extent of proposed landscaping and screening on the site.
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the regulations set forth in Article VII, Section 405.370.B.2 of the City Code.
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.
8. The proposed uses are deemed consistent with good planning practice and are not inconsistent with the goals, objectives, and policies of the Comprehensive Plan; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; are deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City.

## Section Two

In acting upon this application, the Board of Aldermen has accepted into the record the Ordinances of the City of Valley Park, Missouri, the Comprehensive Plan for the City of Valley Park, Missouri, and the Conditional Use Permit Application and other records submitted by the applicant or gathered by the City relative to said application.

Section Three

This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF MAY, 2020.

---

Mayor Chandra Webster

To approve Bill #2238

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>		<u>Aye</u>	<u>Nay</u>
Reynolds	___	___	Rauls	___	___
Halker	___	___	Rose	___	___
Walker	___	___	Young	___	___
White	___	___	Bowen	___	___

Absent: \_\_\_\_\_

ATTEST:

---

Dusty Hosna

City Clerk



## LEGAL DESCRIPTION (LOT A)

A TRACT OF LAND BEING PART OF LOTS 52, 53, 54, 55, 56, 57, 58, 59, 60 AND 61 OF MERAMEC PACIFIC RAILROAD SUBDIVISION, RECORDED IN PLAT BOOK 6 PAGE 97 OF THE CITY OF ST. LOUIS, FORMERLY COUNTY OF ST. LOUIS, AND IN U.S. SURVEY 2999 ALIAS 2004, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF VALLEY PARK, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN LINE OF MISSOURI STATE HIGHWAY 141 AND THE SOUTHERN LINE OF MARSHALL ROAD, IRREGULAR WIDTH;  
THENCE SOUTH 01 DEGREES 02 MINUTES 52 SECONDS EAST 72.00 FEET AND SOUTH 88 DEGREES 24 MINUTES 34 SECONDS WEST 7.78 FEET, ALONG THE EASTERN LINE OF SAID MISSOURI STATE HIGHWAY 141, TO THE POINT OF BEGINNING;  
THENCE SOUTH 04 DEGREES 45 MINUTES 29 SECONDS EAST 24.00 FEET, TO A POINT;  
THENCE SOUTH 02 DEGREES 01 MINUTES 33 SECONDS WEST 16.00 FEET, TO A POINT;  
THENCE SOUTH 10 DEGREES 36 MINUTES 55 SECONDS WEST 22.00 FEET, TO A POINT;  
THENCE SOUTH 78 DEGREES 40 MINUTES 32 SECONDS EAST 71.00 FEET, TO A POINT;  
THENCE SOUTH 42 DEGREES 41 MINUTES 30 SECONDS EAST 34.00 FEET, TO A POINT;  
THENCE SOUTH 78 DEGREES 04 MINUTES 25 SECONDS EAST 92.00 FEET, TO A POINT;  
THENCE NORTH 57 DEGREES 06 MINUTES 52 SECONDS EAST 73.00 FEET, TO A POINT;  
THENCE SOUTH 01 DEGREES 03 MINUTES 19 SECONDS EAST 40.60 FEET, TO A POINT;  
THENCE SOUTH 77 DEGREES 52 MINUTES 18 SECONDS EAST 99.15 FEET, TO THE WESTERN LINE OF BURLINGTON NORTHERN RAILROAD, TO A POINT;  
THENCE SOUTH 14 DEGREES 36 MINUTES 38 SECONDS WEST 320.41 FEET, ALONG THE WESTERN LINE OF BURLINGTON NORTHERN RAILROAD, TO THE NORTHERN LINE OF PROPERTY DESCRIBED IN DEED TO THE CITY OF VALLEY PARK, RECORDED IN BOOK 8691 PAGE 1050, ST. LOUIS COUNTY RECORDER OF DEEDS OFFICE, TO A POINT;  
THENCE NORTH 77 DEGREES 52 MINUTES 59 SECONDS WEST 401.12 FEET, ALONG THE NORTHERN LINE OF SAID DEED TO THE CITY OF VALLEY PARK, TO THE EASTERN LINE OF SAID MISSOURI STATE HIGHWAY 141, TO A POINT;  
THENCE NORTH 03 DEGREES 19 MINUTES 23 SECONDS EAST 136.76 FEET, ALONG THE EASTERN LINE OF SAID MISSOURI STATE HIGHWAY 141, TO THE SOUTHWESTERN CORNER OF PROPERTY DESCRIBED IN DEED TO PERSHING INVESTMENT, LLC, RECORDED IN BOOK 21118 PAGE 356, ST. LOUIS COUNTY RECORDER OF DEEDS OFFICE, TO A POINT;  
THENCE ALONG THE SOUTHERN, EASTERN AND NORTHERN PROPERTY LINES OF SAID PERSHING INVESTMENT, LLC, THE FOLLOWING COURSES AND DISTANCES, SOUTH 86 DEGREES 40 MINUTES 37 SECONDS EAST 60.00 FEET, TO A POINT, NORTH 03 DEGREES 19 MINUTES 23 SECONDS EAST 100.00 FEET, TO A POINT AND NORTH 86 DEGREES 40 MINUTES 37 SECONDS WEST 60.00 FEET, TO A POINT IN THE WESTERN LINE OF SAID MISSOURI STATE HIGHWAY 141;  
THENCE ALONG THE EASTERN LINES OF SAID MISSOURI STATE HIGHWAY 141, THE FOLLOWING COURSES AND DISTANCES, NORTH 03 DEGREES 19 MINUTES 23 SECONDS EAST 92.00 FEET, TO A POINT, NORTH 01 DEGREES 02 MINUTES 52 SECONDS EAST 30.57 FEET, TO A POINT, NORTH 82 DEGREES 11 MINUTES 55 SECONDS EAST 47.78 FEET, TO A POINT AND NORTH 88 DEGREES 24 MINUTES 34 SECONDS EAST 67.03 FEET TO THE POINT OF BEGINNING AND CONTAINING 138,883 SQUARE FEET OR 3.19 ACRES AS PREPARED BY PITZMAN'S COMPANY.



**Pitzman's Co.**

est. 1859

Of Surveyors & Engineers

## LEGAL DESCRIPTION (LOT B)

A TRACT OF LAND BEING PART OF LOTS 52, 53 AND 54 OF MERAMEC PACIFIC RAILROAD SUBDIVISION, RECORDED IN PLAT BOOK 6 PAGE 97 OF THE CITY OF ST. LOUIS, FORMERLY COUNTY OF ST. LOUIS, AND IN U.S. SURVEY 2999 ALIAS 2004, TOWNSHIP 44 NORTH, RANGE 5 EAST, CITY OF VALLEY PARK, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERN LINE OF MISSOURI STATE HIGHWAY 141 AND THE SOUTHERN LINE OF MARSHALL ROAD, IRREGULAR WIDTH;  
THENCE SOUTH 01 DEGREES 02 MINUTES 52 SECONDS EAST 72.00 FEET, ALONG THE EASTERN LINE OF SAID MISSOURI STATE HIGHWAY 141, TO THE POINT OF BEGINNING;  
THENCE 72.56 FEET, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.80 FEET, AND A CHORD WHICH BEARS SOUTH 82 DEGREES 34 MINUTES 07 SECONDS EAST 72.43 FEET, TO A POINT;  
THENCE 43.30 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 416.05 FEET, AND A CHORD WHICH BEARS SOUTH 79 DEGREES 37 MINUTES 28 SECONDS EAST 43.28 FEET, TO A POINT;  
THENCE 118.74 FEET, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 325.80 FEET, AND A CHORD WHICH BEARS NORTH 86 DEGREES 57 MINUTES 11 SECONDS EAST 118.08 FEET, TO A POINT;  
THENCE SOUTH 01 DEGREES 03 MINUTES 19 SECONDS EAST 69.18, TO A POINT;  
THENCE SOUTH 57 DEGREES 06 MINUTES 52 SECONDS WEST 73.00 FEET, TO A POINT;  
THENCE NORTH 78 DEGREES 04 MINUTES 25 SECONDS WEST 92.00 FEET, TO A POINT;  
THENCE NORTH 42 DEGREES 41 MINUTES 30 SECONDS WEST 34.00 FEET, TO A POINT;  
THENCE NORTH 78 DEGREES 40 MINUTES 32 SECONDS WEST 71.00 FEET, TO A POINT;  
THENCE NORTH 10 DEGREES 36 MINUTES 55 SECONDS EAST 22.00 FEET, TO A POINT;  
THENCE NORTH 02 DEGREES 01 MINUTES 33 SECONDS EAST 16.00 FEET, TO A POINT;  
THENCE NORTH 04 DEGREES 45 MINUTES 29 SECONDS WEST 24.00 FEET, TO A POINT;  
THENCE NORTH 88 DEGREES 24 MINUTES 34 SECONDS EAST 7.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 19,693 SQUARE FEET OR 0.45 ACRES AS PREPARED BY PITZMAN'S COMPANY.

2725 Sutton Blvd.  
St. Louis, MO 63143  
(314) 781-5665  
(314) 781-1801

P:\2019 PITZMAN'S\19-625 KING REALTY - MERAMEC VALLEY PLAZA\8-Documents\LEGAL LOT B.doc

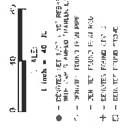


# BOUNDARY ADJUSTMENT PLAT OF AMENDED PLAT OF QUINETTES SUBDIVISION



**DEED LABEL CHART**

1. N 72° 07' 42" E 99.80' (3)  
 2. N 72° 07' 42" E 99.80' (3)  
 3. N 72° 07' 42" E 99.80' (3)  
 4. N 72° 07' 42" E 99.80' (3)



**GENERAL NOTES**

1. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
2. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
3. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
4. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
5. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
6. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
7. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
8. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
9. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.
10. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**SCHEDULE OF TITLE EXCEPTION NOTES**

1. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**LEGAL DESCRIPTIONS**

1. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**LEGAL DESCRIPTIONS (FROM COMMENT)**

1. THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**OWNER'S SCRIPT**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**LESSOR'S SCRIPT**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**DEED**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**SURVEYOR'S STATEMENT**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**ADJUSTED PARCELS # 1 & 2**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**ADJUSTED PARCEL 8**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

**ADJUSTED PARCELS # 3 & 4**

THE SURVEY WAS MADE BY THE SURVEYOR IN THE PRESENCE OF THE NEIGHBORS AND THE RESULTS ARE SHOWN ON THIS PLAT.

DATE	07/27/19
SCALE	AS SHOWN
PROJECT	BOUNDARY ADJUSTMENT PLAT
CLIENT	QUINETTES SUBDIVISION
PREPARED BY	DAVID H. HARRIS
DATE	07/27/19
BY	DAVID H. HARRIS

**MARLER SURVEYING COMPANY, INC.**  
 1100 N. HAYES BLVD., SUITE 100, WACO, TEXAS 76798  
 WWW.MARLERSURVEYING.COM

**NOTICE OF PUBLIC HEARING** Notice is hereby given that a public hearing will be held by the Board of Adjustment of the City of Valley Park, Missouri at 7:00 p.m. Thursday, April 23, 2020 and then again by the Board of Aldermen of the City of Valley Park, Missouri at 7:00 p.m. Monday, May 4, 2020. Because of the COVID-19 Pandemic and National Emergency Declaration, this meeting will only available to the general public via on-line broadcast. Pursuant to Sec. 610.015, elected officials may participate by being physically present at city hall or via teleconference. This public hearing will be broadcast from the Council Chambers of City Hall, 320 Benton Street, Valley Park, Missouri to consider the following applications related to the following properties: A variance request for 47, 51 and 55 Crescent Avenue for the purpose of a Fire Station:

**A variance of 9.59 feet from the required north front yard setback of 35 feet (Section 405.130.D.4.a).**

**A variance of 7.13 feet from the required east front yard setback of 35 feet (Section 405.130.D.4.a).**

**A variance from Section 405.210.G to allow for the construction of a screen fence beyond the front building line and into the north front yard setback.**

**At said hearing interested parties and citizens shall have an opportunity to be heard. Any questions or inquiries should be directed to Dusty Hosna, City Clerk, at 636-861-1385 during regular office hours.**

**\*610.015. Votes, how taken. — Except as provided in section 610.021, rules authorized pursuant to Article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected, except for the Missouri general assembly and any committee established by a public governmental body, shall be cast by members of the public governmental body who are physically present and in attendance at the meeting or who are participating via videoconferencing. When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.**



## MEMORANDUM

Re: Review of a Variance Request for a fire station located 55 Crescent Avenue  
Date: 03/05/2020

To: Dusty Hosna  
From: Anna Krane, AICP  
CC: John Brancaglione

.....

Pursuant to your request for review of the new fire station located at the addresses above, we have provided the following analysis and recommendations. This report includes analysis for the requested variances.

### Background

The subject properties are located at the intersection of Crescent Avenue and Valley School Drive and zoned R-1 Single-Family Residential District. The Valley Park Fire District is proposing to re-configure the three lots into two lots. The properties addressed 51 Crescent and 47 Crescent will be consolidated and then the boundary between the new lot and the existing lot addressed 55 Crescent will be adjusted. The purpose is to allow for the construction of a new fire station, adjacent to the existing fire station. Review of the subdivision plat and conditional use permit are contained in a separate memo.

### Variance Review

Three variances are required for the proposed fire station. The property is a corner lot and therefore, front yard setbacks are required along Crescent Avenue (north property line) and along Valley School Drive (east property line). In the R-1 Zoning District, the required minimum front yard setback is 35 feet (Section 405.130.D.4.a). Solid fences are also not permitted beyond the front building line (Section 405.210.G).

The proposed fire station building is located 25.41 feet from the north property line and 27.87 feet from the east property line. A screen fence is proposed at the northern corner of the building, extending into the front yard setback. Based on the submitted site plan the following variances are being requested:

1. A variance of 9.59 feet from the required north front yard setback of 35 feet (Section 405.130.D.4.a);
2. A variance of 7.13 feet from the required east front yard setback of 35 feet (Section 405.130.D.4.a); and
3. A variance from Section 405.210.G to allow for the construction of a screen fence in the north front yard setback.

## MEMORANDUM

Chapter 405, Article XIII of the City Land Use Code outlines regulations for submission, review, and decision of a variance request. Specific considerations for review are listed to guide the analysis of a variance request in order to facilitate the mitigation of potential impacts. The variance review considerations are listed below (A-D) with our analysis of each criterion.

- A. *The particular physical surroundings, shape or topographical conditions of the property involved would result in a severe practical difficulty or extreme hardship upon or for the owner, lessee, or occupant, if the provisions of this Chapter were literally enforced.*
- » The property has considerable changes in grade and existing drainage areas that are unique to the property in question. The conditions of the property are not created by actions of the owner or applicant. To allow for the efficient movement of emergency vehicles in and out of the site and building, the grade must be relatively flat around the apparatus bay portion of the structure. The proposed building is also located in an area to minimize changes to existing grade. This location causes portions of the building to extend into the front yard setbacks. The existing residential buildings on the other side of Crescent Avenue are also located closer to the front property line than the required 35 feet.
- B. *The request for a variation is not based exclusively upon the desire of the owner, lessee, occupant or applicant to secure a greater financial return from the property.*
- » The requested variances are not intended to increase financial return on the property. The proposed building is being constructed by the Fire District and will continue to be owned and operated by the Fire District.
- C. *The granting of the variation will not be materially detrimental or injurious to other property or improvement in the neighborhood in which the property is located.*
- » The requested variances will not impact other property or improvements.
- D. *The proposed variation will not impair an adequate supply of light to adjacent property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the neighborhood.*
- » The requested variances will not impair supply of light to adjacent property, increase congestion in public streets, increase the danger of fire, endanger public safety, or diminish adjacent property values.

# MEMORANDUM

## Conclusion

The proposed building and site design integrate the facility into the existing land and mitigate potential negative impacts to traffic patterns, neighborhood character, and stormwater runoff. The requested variances are necessary to complete the design. We recommend that the Board of Adjustment uses the analysis above along with any testimony and information submitted by the applicant or presented at the meeting to complete the review as required by the City Code below.

Section 405.1020 states that the Board of Adjustment shall make a determination on each of the following conditions and enter the finding into the record. A variance may be granted if the Board of Adjustment finds that all of the conditions are met.

- A. *The variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or applicant.*
- B. *Literal interpretation of the provisions of this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Chapter.*
- C. *The special conditions and circumstances do not result from the actions of the applicant.*
- D. *Granting the variance requested will not confer on the applicant any special privilege that is denied by this Chapter to other lands, structures, or buildings in the same district.*
- E. *In granting a variance, the Board of Adjustment may impose such conditions, safeguards and restrictions upon the premises benefited by the variance as may be necessary to reduce or minimize any potentially injurious effect of such variance upon other property in the neighborhood, and to carry out the general purpose and intent of these regulations.*

VALLEY PARK PLANNING & ZONING COMMISSION  
Monday, March 9, 2020

**CALL TO ORDER:** Meeting called to order at 7:00pm by Chairman Mike Cyr

**ATTENDANCE:** Mike Cyr, Chairman  
Alderwoman Betty Halker  
Alderman Randy Bowen  
Rich Schmitt  
Alva Roberts  
Dave Fowler  
Mayor, Chandra Webster

**NON MEMBERS IN ATTENDANCE:**  
Emily Kalla, City Attorney  
Gil DeNormandie, Building Commissioner  
Alderman Mike White  
Alderwoman Stephanie Reynolds  
Alderman Ed Walker

Pledge of Allegiance led by Chairman Mike Cyr.

**3. Approval of Minutes**

Motion to approve minutes of 2/20/20 meeting made by Alva Roberts , 2<sup>nd</sup> by Randy Bowen..  
Motion passed

**4. Public Hearing – Conditional Use Permit – 47 51 and 55 Crescent**

Public hearing opened at 7:05. Paul Boyer, architect for Valley Park Fire District described new fire house which would replace existing House #2 on Crescent Avenue. Project would include demolishing existing house on property. Property is 6.08 acres and new structure would use 4.03 of the lot. Existing fire house would remain on balance of lot.

Jeff Whitaker spoke on ADA sidewalks on Valley Park side of Crescent. None are planned per architect.

Lora Clark expressed concern about entrance to Twin Oaks Park and traffic issues there. Fire truck traffic would only enter from Crescent side and exit onto Valley School Drive.

Public hearing closed at 7:17pm.

**5. Public Hearing – Planned Development Amendment – Meramec Valley Plaza**

Public hearing opened at 7:18pm Tom Mauer, property owner and Bill Berthold, Pitzmen Surveying addressed board requesting boundary adjustment. Dusty Hosna, City Clerk,, stated that this request was for an amendment to a planned development which is why it came back to P&Z for action.

No speakers. Public hearing closed at 7:22pm

**6a. Site Plan Review – 900 block of Benton – Bergfeld Recreation**

Charlie Bergfeld spoke on plans to use property as office and display space for playground equipment. Wants to convert house to office space. Wants to have outdoor displays allowed before buying property. Dave Fowler moved to table discussion until future plans presented to board. 2<sup>nd</sup> by Alva Roberts. Motion passed.

**6b. Conditional Use Permit – Site Plan Review – 47 51 & 55 Cescent Avenue**

Dave Fowler wanted more information on setbacks and location of generator and fuel tank. Also asked about site lighting on northwest side of developement. Architect stated photometrics study had not been completed but assured they would meet city requirements.

Dusty Hosna advised that Board of Adjustment decision on development was contingent on approval of P&Z.

Dave Fowler moved to approve site plan and conditional use permit contingent on approval of variances from the Board of Adjustment. 2<sup>nd</sup> by Alva Roberts. Rich Schmitt and Randy Bowen abstained. Motion passed.

**6c. Planned Development Amendment – Meramec Valley Plaza**

Discussion on reasoning for request. Tom Mauer explained the reason for splitting out this property was due to flexibility with refinancing. Also stated that there would not be any dedicated parking for separate building but would have a cross access parking agreement for any future development. Rich Schmitt made motion to approve request. 2<sup>nd</sup> by Randy Bowen. Mike Cyr – no, Rich Schmitt – yes, Alva Roberts – yes, Dave Fowler – yes, Randy Bowen – yes, Betty Halker- yes. Motion passed.

Rich Schmitt made motion to adjourn. 2<sup>nd</sup> by Dave Fowler. Motion passed.

Meeting adjourned at 8:00pm.

Respectfully submitted by

Mike Cyr  
Chairman

# CEDDC

COMMUNITY DEVELOPMENT  
CENTERS AND DISTRICTS

**TO:** City of Valley Park  
320 Benton Street  
Valley Park, MO 63088

<b>DATE:</b> 02/19/20	<b>JOB NO.</b> 1976
<b>ATTENTION:</b> Mr. Dusty Hosna	
<b>RE:</b> Valley Park Fire Station	
47, 51 & 55 Crescent Avenue	
Valley Park, MO 63088	

**WE ARE SENDING YOU:**  Attached  Under Separate cover via Courier the following items:

- Shop Drawings       Prints       Plans       Samples       Specifications  
 Copy of Letter       Change Order       \_\_\_\_\_

Copies	Date	No.	Description
1	02/19/20	SD1-SD3	Site Development Plan
1		L1-L2	Planting Plan
1			Boundary and Topographic Survey
1			Legal Description
1			Letter of Request to Planning Commission
1			List of Property Owners w/in 200 ft.
1			Conditional Use Permit Application

**THESE ARE TRANSMITTED** as checked below:

- For Approval       Approved as Submitted       Resubmit \_\_\_\_\_ copies for approval  
 For Your Use       Approved as noted       Submit \_\_\_\_\_ copies for distribution  
 As requested       Returned for corrections       Return \_\_\_\_\_ corrected prints  
 For review and comment       \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_  PRINTS RETURNED AFTER LOAN TO US

**REMARKS:**

Dusty,  
Attached are the supporting materials for our request for a Conditional Use Permit for the new Valley Park Fire Station. If you can provide the notice for the meeting, we will mail those out.

Please don't hesitate to contact me should you have any questions or require anything further.

Thank you.

**COPY TO:**

  
 \_\_\_\_\_  
 Paul K. Boyer, P.E.

## MEMORANDUM

Re: Review of a Conditional Use Permit Request for a fire station located at 47, 51, and 55 Crescent Avenue  
Date: 03/05/2020

To: Dusty Hosna  
From: Anna Krane, AICP  
CC: John Brancaglione

---

Pursuant to your request for review of the new fire station located at the addresses above, we have provided the following analysis and recommendations. This report includes analysis for the proposed Conditional Use Permit as well as site plan review.

### Background

The subject properties are located at the intersection of Crescent Avenue and Valley School Drive and zoned R-1 Single-Family Residential District. The Valley Park Fire District is proposing to re-configure the three lots into two lots. The properties addressed 51 Crescent and 47 Crescent will be consolidated and then the boundary between the new lot and the existing lot addressed 55 Crescent will be adjusted. The purpose is to allow for the construction of a new fire station, adjacent to the existing fire station. Under the R-1 Zoning Regulations, fire protection and related activities are permitted with a Conditional Use Permit.

### Subdivision Review

Subdivision Regulations are contained in Chapter 410 of the City's Code. The regulations do not specifically address lot consolidation and therefore, lot consolidation falls under a Minor Subdivision Plat per Section 410.110. Minor Subdivision Plats are reviewed by staff for compliance and then forwarded to the Planning and Zoning Commission as an informational item.

The total area of the three lots combined is 264,956 square feet or 6.08 acres. The proposed lot configuration would create one lot measuring 175,448 square feet and containing the new fire station and a second lot measuring 89,508 square feet and containing the existing fire station. Both proposed lots are larger than the minimum required lot size and conform to all other lot standards of the R-1



# MEMORANDUM

Zoning District. The proposed lot lines will not create non-conforming situations for the existing fire station building.

Review of the proposed plat was completed using the proposed site plan documents and not a proposed plat document. The applicant does need to file an official proposed plat with the appropriate signature blocks to the City before official approval may be granted.

## Conditional Use Permit Review

Article X, Section 405.610 of the City Land Use Code outlines regulations for submission, review and adoption of a Conditional Use Permit. Specific criteria for review are listed to guide the analysis of a proposed conditional use in order to facilitate the mitigation of potential impacts. Section 405.610.B.3 states that “the burden of proof shall rest with the applicant to provide any necessary evidence required by the Commission to clearly indicate that the proposed conditional use shall meet the following criteria.” The CUP criteria is listed below (A-H) with our analysis of each criterion. As part of the CUP application, the applicant provided a letter stating how they believe the proposed development meets the following criteria.

- A. *The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.*
  - » The proposed fire station conforms to all applicable provisions with the exception of some yard regulations. The proposed building is located beyond the front yard setback on both street frontages and the site design includes a screen fence beyond the front face of the building. The applicant is requesting variances for these three items. The variances are analyzed in a separate memo. The requested variances do not change the proposed use or operation of the use.
  
- B. *The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.*
  - » The proposed station will allow the Fire District to continue providing service to the area. The new location and site layout are more efficient than the existing and will allow the Fire District to provide the necessary response time.
  
- C. *The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.*
  - » The property is currently owned by the Fire District and vacant. The surrounding neighborhood is already located adjacent to the existing fire station. There will not be

## MEMORANDUM

substantial changes due to the proposed new station that will cause negative impacts to other property values.

- D. *The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:*
- i. *The location, nature and height of buildings, structures, walls, and fences on the site, and*
    - » The proposed site and building are designed to fit with the existing contours of the site. The property has significant grade change from the high point at the north east corner down to the low point at the south west corner. Using the grade change allows the building to have one-story along the frontages and two-stories facing the interior and back of the property. The proposed building will conform to the height requirements of the R-1 Zoning District.
    - » With the building sunk into the hill and oriented toward the corner of the site, the scale of the larger structure will be reduced. The fence located in the front yard along Crescent Avenue is necessary to provide screening of equipment. The proposed location and size along with the nature of the operation will be noticeable in the area; however, the use is a necessary service and the site design will mitigate many of the potential impacts.
  - ii. *The nature and extent of proposed landscaping and screening on the site.*
    - » The station is designed with the apparatus bays and driveway at the front of the property and the parking lot in the rear. This configuration allows for a large landscaped front yard along both street frontages, which is more consistent with the adjacent residential development style. The site will also be landscaped to conform with City requirements.
- E. *Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations.*
- » Article VII, Section 405.370.B.2 Off-street Parking and Loading Requirements states that fire stations shall provide one (1) parking space per employee and volunteer on the maximum shift. The proposed parking and loading areas will provide the required parking for service vehicles as well as employee and visitor vehicles.

## MEMORANDUM

- F. *Adequate utility, drainage, and other such necessary facilities have been or will be provided.*
- » The applicant is proposing new utilities and service connections in conformance with requirements and standards of the City. There will be a new stormwater detention/bioretention basin constructed south of the parking area
- G. *Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.*
- » The proposed fire station is located on a corner. The site is designed to support a flow of traffic that will prevent hazards and congestion. The apparatus bay will be entered from Crescent Avenue and will exit onto Valley School Drive, allowing for quick and efficient transition of trucks and emergency vehicles in and out of the site. A one-way entrance drive from Crescent Avenue is proposed for the parking area, with two-way access from Valley School Drive. Again, this access allows for efficient site circulation.
- H. *The proposed uses are deemed consistent with good planning practice and are not inconsistent with the goals, objectives, and policies of the Comprehensive Plan; can be operated in a manner that is not detrimental to the permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; are deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City.*
- » The Comprehensive Plan calls for low density residential and public/semi-public future land uses on the subject properties. The proposed fire station is consistent with the future land uses. The proposed station will replace the existing station and will allow the Fire District to continue to provide service to the surrounding area. The proposed use and location is consistent with good planning practices and will be operated in a manner that is compatible with the surrounding permitted uses. The fire station is desirable to preserve and promote the general welfare of the City.

### Conclusion

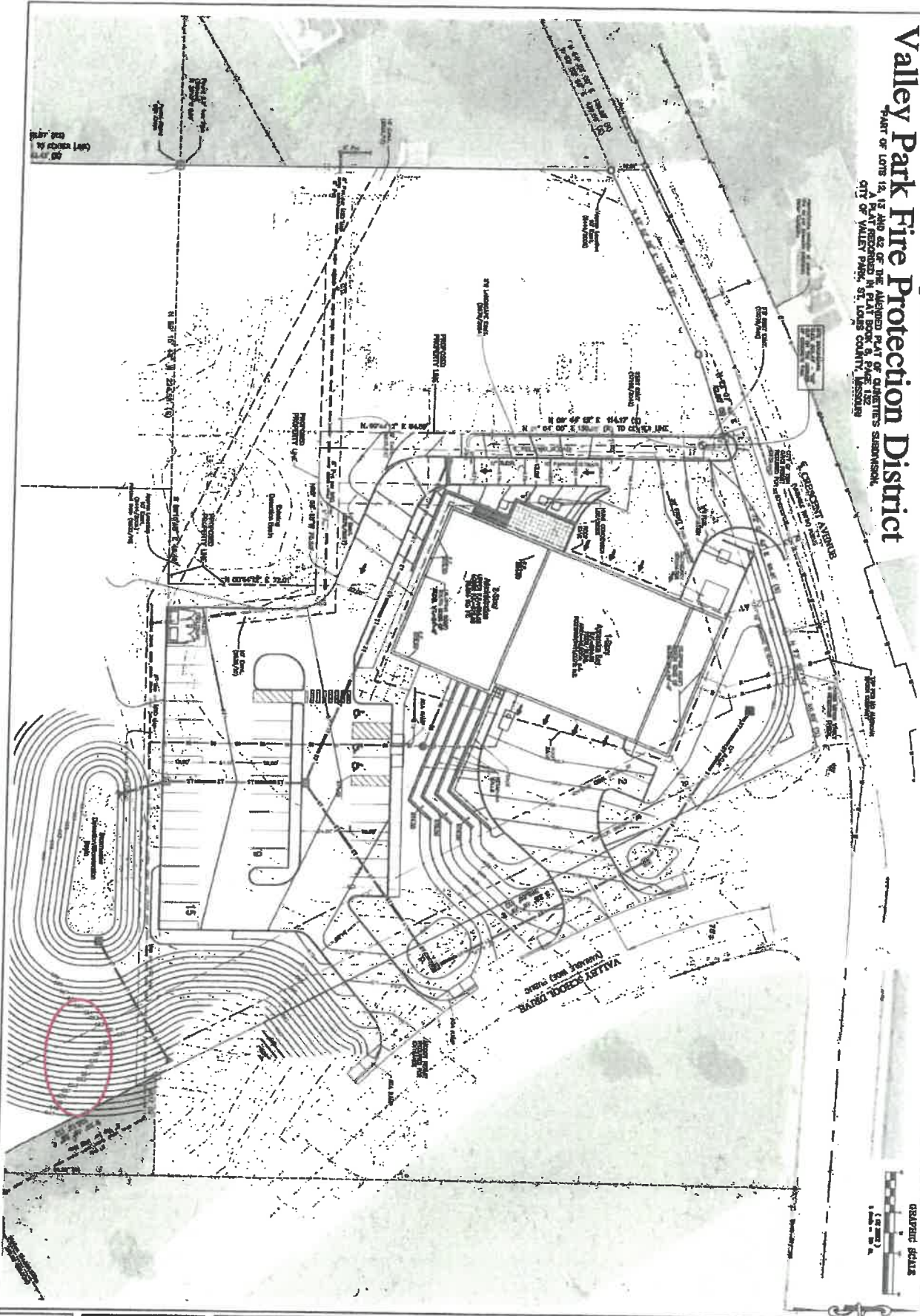
The proposed fire station is an appropriate use for the subject property. The proposed building and site design integrate the facility into the existing land and mitigate potential negative impacts to traffic patterns, neighborhood character, and stormwater runoff. Based on the analysis provided above, we recommend approval of the Conditional Use Permit.

There appears to be an error in the contour line labels along the south east area of the site and proposed bioretention area. The engineer shall correct the labels and provide an updated site plan.

# Site Development Plan

## Valley Park Fire Protection District

Part of Lots 12, 13 and 40, the Assessed Plat of Quarter's Subdivision, A Plat Record 1, 1978, in the City of Valley Park, St. Louis County, Missouri



<b>SD3</b>	Site Development Plan
	<small>                 Date: _____                  Drawn by: _____                  Checked by: _____                  Title: _____             </small>

A New Facility for  
**VALLEY PARK FIRE PROTECTION DISTRICT**  
 47, 51 & 55 Crescent Avenue, Valley Park, MO 63088

**CEDC**  
 CIVIL ENGINEERING  
 DESIGN CONSULTANTS

18820 Grand Cedar Drive  
 St. Louis, MO 63120  
 314.729.5450  
 Fax: 314.729.2404  
 www.cedc.com



\*\*\*\*\*

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE ST. LOUIS AVENUE IMPROVEMENTS PROJECT, PHASE 3 (STP 9901 651) – FEDERALLY FUNDED THROUGH THE 2018-2021 SURFACE TRANSPORTATION PROGRAM – SUBALLOCATED (STP-S) PROGRAM GRANT COMMISSION

\*\*\*\*\*

**WHEREAS**, the City of Valley Park deems it necessary to enhance the roads to serve its citizens as well as those in the metropolitan area; and

**WHEREAS**, the City of Valley Park recognizes a need to continue with the improvements along St. Louis Avenue; and

**WHEREAS**, the City of Valley Park recognizes this STP-S Grant as an excellent opportunity to improve the rideability, safety and appearance of St. Louis Avenue for the benefit of the Community.

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

Section One

1. Application shall be made under the STP-S Grant for a grant-in-aid for some of the costs to improve St. Louis Avenue Phase 3 Project for the City of Valley Park.
2. The project proposal described herein be prepared and submitted to the STP-S Grant Commission.
3. The Board of Aldermen hereby authorizes the Mayor to sign and execute the necessary documents for forwarding the project proposal application and later executing an agreement for a grant-in-aid under STP-S Grant Commission.

Section Two

This Ordinance shall become effective from and after its passage and approval by the Mayor.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS \_\_\_\_ DAY OF MAY, 2020.

\_\_\_\_\_  
Mayor Chandra Webster

To approve Bill #2239

Motioned: \_\_\_\_\_

Seconded: \_\_\_\_\_

	<u>Aye</u>	<u>Nay</u>		<u>Aye</u>	<u>Nay</u>
Reynolds	___	___	Rauls	___	___
Halker	___	___	Rose	___	___
Walker	___	___	Young	___	___

White      \_\_\_\_\_

Bowen      \_\_\_\_\_

Absent: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Dusty Hosna

City Clerk

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

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-9901(651)  
Award Year: 2020  
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 Valley Park, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

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

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project St. Louis Avenue Improvements - Phase 3 involves:

Roadway resurfacing and reconstruction of 2.5' concrete curb and gutter, driveway aprons, 5' wide sidewalks, ADA compliant curb ramps, ADA compliant RR crossing and new pedestrian lighting.

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

(2) LOCATION: The contemplated improvement designated as Project St. Louis Avenue Improvements - Phase 3 by the Commission is within the jurisdiction of



the City. 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:

St. Louis Avenue, Beckett Memorial, and Marshall Road between 3<sup>rd</sup> Street and Highway 141.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

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

(8) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,431,273. 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 St. Louis Avenue Improvements - Phase 3 will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

involve ineligible costs.

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

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

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

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

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

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

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

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

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

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

- (A) To the City:  
320 Benton Street,  
Valley Park, MO 63088
  
- (B) To the Commission:  
1590 Woodlake Drive  
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.

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

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

(B) Administrative Rules: The City shall comply with

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States



Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF VALLEY PARK

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_

Secretary to the Commission

Title \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_

By \_\_\_\_\_

Commission Counsel

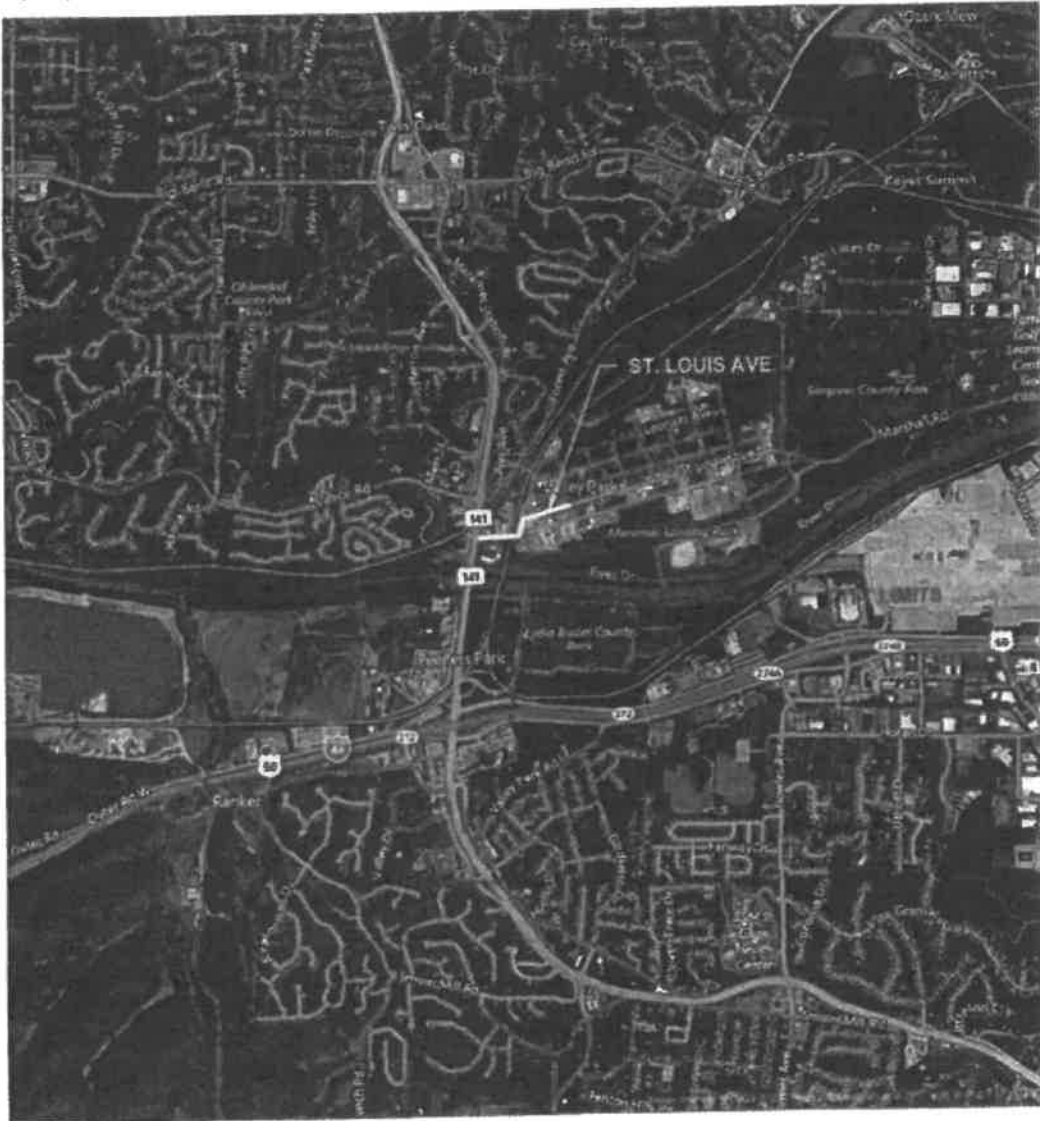
Title \_\_\_\_\_

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

Exhibit A - Location of Project

PATH: G:\TEAM DRIVES\CEM-ENG\ENGINEERING\VALLEY  
 PARK\1701-18-2 ST. LOUIS AVENUE PHASE  
 III\CAD\1701-18-2\_EXHIBITS.DWG

PLOT: 5/9/18



SCALE: NTS

**CEM Engineering, LLC**

WWW.CEM-ENG.COM 310 VICTORY COURT  
 PH (636) 383-5292 MOSCOW MILLS, MO 63362

DESIGNED BY: CEM

DRAWN BY: KJM

CHECKED BY: CEM

**OVERALL MAP  
 ST. LOUIS AVENUE - PHASE 3  
 CITY OF VALLEY PARK  
 ST. LOUIS COUNTY, MISSOURI**

DATE: 3/2/17

PROJECT: 1701-17-2

EXHIBIT:

Exhibit B – Project Schedule

Project Description: STP-9901(651)

Roadway resurfacing and reconstruction of 2.5' concrete curb and gutter, driveway aprons, 5' wide sidewalks, ADA compliant curb ramps, ADA compliant RR crossing and new pedestrian lighting.

<b>PROJECT DEVELOPMENT SCHEDULE</b>			
<i>Note: Many stages can occur concurrently.</i>			
<b>Activity Description</b>	<b>Start Date (MM/YYYY)</b>	<b>Finish Date (MM/YYYY)</b>	<b>Time Frame (Months)</b>
Receive notification letter	11/2018	11/2018	1
Execute agreement (project sponsor and DOT)	12/2018	12/2019	12
Engineering services contract submitted and approved*	12/2019	4/2020	5
Obtain environmental clearances (106, CE-2, etc.)	4/2020	8/2020	5
Public meeting/hearing	6/2020	6/2020	1
Develop and submit preliminary plans	4/2020	8/2020	5
Preliminary plans approved	9/2020	9/2020	1
Develop and submit right-of-way plans	9/2020	3/2021	7
Review and approval of right-of-way plans	4/2021	5/2021	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	6/2021	7/2021	2
Right-of-way acquisition	7/2021	7/2022	12
Utility coordination	4/2020	7/2022	15
Develop and submit PS&E	1/2022	7/2022	8
District approval of PS&E/advertise for bids*	7/2022	8/2022	3
Submit and receive bids for review and approval	11/2022	1/2023	3
Project implementation/construction	1/2023	12/2023	12
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

## Exhibit C - Required Contract Provisions

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

City of Valley Park

01 - GENERAL FUND  
 0000 - General  
 From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
<b>Revenue</b>					
Real Estate Tax Current	5111	528,556.43	528,556.43	600,000.00	(71,443.57)
Personal Property Tax Current	5113	111,552.19	111,552.19	125,800.00	(14,247.81)
Special Assessments	5115	1,916.04	1,916.04	100.00	1,816.04
RR & Utilities Tax	5116	29,641.39	29,641.39	30,000.00	(358.61)
County Road Fund	5118	123,994.01	123,994.01	107,000.00	16,994.01
Cigarette Tax	5121	12,335.97	12,335.97	12,000.00	335.97
Gasoline Tax	5122	238,198.95	238,198.95	280,000.00	(41,801.05)
Sales Tax	5125	881,749.13	881,749.13	1,005,500.00	(123,750.87)
Financial Inst. Tax	5126	0.38	0.38	0.00	0.38
Billboard License	5129	11,111.32	11,111.32	14,800.00	(3,688.68)
Business License	5131	232,313.37	232,313.37	223,600.00	8,713.37
Liquor License	5133	3,375.00	3,375.00	16,000.00	(12,625.00)
Vehicle Fees/PP	5135	32,417.85	32,417.85	36,000.00	(3,582.15)
Cell Phone Tower License	5136	4,000.00	4,000.00	4,000.00	0.00
File Fees	5137	225.00	225.00	300.00	(75.00)
Bad Check Fee	5138	65.00	65.00	200.00	(135.00)
Utility Gross Receipts Tax	5140	673,082.84	673,082.84	790,000.00	(116,917.16)
Construction Permits	5141	21,423.00	21,423.00	55,000.00	(33,577.00)
Insurance from Individuals	5142	614.00	614.00	0.00	614.00
CVC From Police	5143	3,831.67	3,831.67	6,500.00	(2,668.33)
Alarm Fee	5144	2,106.00	2,106.00	1,400.00	706.00
Domestic Violence (Court)	5145	507.00	507.00	900.00	(393.00)
Occupancy Permit Fee	5147	7,000.00	7,000.00	5,000.00	2,000.00
Refund - Misc	5148	2,489.75	2,489.75	1,000.00	1,489.75
Police Court & Fines	5150	60,774.92	60,774.92	100,000.00	(39,225.08)
Inmate Security Fund	5151	593.11	593.11	1,500.00	(906.89)
Park Grants	5152	(382.88)	(382.88)	0.00	(382.88)
Parts Sales	5153	(52.95)	(52.95)	0.00	(52.95)
Nuisance Abatement Income	5161	650.00	650.00	400.00	250.00
Photo Copies	5162	78.01	78.01	0.00	78.01
CDBG Reimbursement	5165	0.00	0.00	0.00	0.00
Deposit-Specs, Plans & Excavat	5167	11,250.00	11,250.00	6,000.00	5,250.00
Insurance Reimbursement	5168	0.00	0.00	0.00	0.00
Insurance Refund	5169	8,648.05	8,648.05	6,000.00	2,648.05
Citizen Reimb - Prop Damage	5171	0.00	0.00	0.00	0.00
Deposit Public Hearing Adver	5172	4,250.00	4,250.00	0.00	4,250.00
Other Income Items	5175	249.41	249.41	3,000.00	(2,750.59)
Sale of Public Works Equipment	5180	19,030.00	19,030.00	0.00	19,030.00
Parks Misc Income	5181	306.10	306.10	3,000.00	(2,693.90)
Parks-Rental/Deposit	5183	15,725.00	15,725.00	6,000.00	9,725.00
Interest Earned	5190	23,155.62	23,155.62	9,000.00	14,155.62
Plan Review - Land & Home Dev	5191	300.00	300.00	2,000.00	(1,700.00)
Bond Forfeiture	5194	1,300.00	1,300.00	750.00	550.00
Prop P Revenue	5198	322,134.88	322,134.88	390,000.00	(67,865.12)
Occupancy Inspections	5199	21,250.00	21,250.00	30,000.00	(8,750.00)
Bulk Pick Up	5210	0.00	0.00	0.00	0.00
Cell Tower Rent	5265	11,539.00	11,539.00	11,500.00	39.00
Library Utility Reimb	5285	500.00	500.00	500.00	0.00
Parks Deposits - Retained	5295	200.00	200.00	0.00	200.00
<b>Total Revenue</b>		<b>3,424,004.56</b>	<b>3,424,004.56</b>	<b>3,884,750.00</b>	<b>(460,745.44)</b>
<b>Expense</b>					
Billing Expense	6013	1,005.02	1,005.02	0.00	(1,005.02)
Trash Overpayment Refund	6018	10.00	10.00	0.00	(10.00)
Beneflex Deduct Ins Reimb	6023	0.00	0.00	0.00	0.00

**City of Valley Park**

01 - GENERAL FUND

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
Fuel	6135	548.43	548.43	0.00	(548.43)
Benny Card-Flexible Spending	6138	0.00	0.00	0.00	0.00
Health Insurance	6139	87.29	87.29	0.00	(87.29)
Lager's Expense	6145	0.00	0.00	0.00	0.00
Bank Fees	6155	0.00	0.00	0.00	0.00
Building Maintenance	6178	11.99	11.99	0.00	(11.99)
Other Miscellaneous Expenses	6186	0.00	0.00	0.00	0.00
Transfer Out	6999	0.00	0.00	0.00	0.00
<b>Total Expense</b>		<u>1,662.73</u>	<u>1,662.73</u>	<u>0.00</u>	<u>(1,662.73)</u>
<b>Net Revenue over (under) Expenses</b>		<u>3,422,341.83</u>	<u>3,422,341.83</u>	<u>3,884,750.00</u>	<u>(462,408.17)</u>

**City of Valley Park**

01 - GENERAL FUND  
 1000 - Administrative  
 From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
<b>Revenue</b>					
Interest Earned	5190	0.00	0.00	0.00	0.00
Total Revenue		0.00	0.00	0.00	0.00
<b>Expense</b>					
Recreational Facility Reimbursement	6004	350.00	350.00	600.00	250.00
Land Purchase	6012	55.00	55.00	0.00	(55.00)
Land Acquistions	6014	102.54	102.54	0.00	(102.54)
Drug Testing Program	6015	1,027.00	1,027.00	2,000.00	973.00
Beneflex Deduct Ins Reimb	6023	22,893.01	22,893.01	18,000.00	(4,893.01)
Annexation Expense	6027	14,533.95	14,533.95	20,000.00	5,466.05
Document Management	6028	0.00	0.00	200.00	200.00
Bank Service Charges	6031	1,236.67	1,236.67	0.00	(1,236.67)
Accounting Fees	6035	39,500.00	39,500.00	40,000.00	500.00
Floral Account	6045	220.21	220.21	250.00	29.79
Police Training (CVC)	6059	0.00	0.00	0.00	0.00
Salary-Officials	6113	18,745.73	18,745.73	57,309.00	38,563.27
Salaries	6114	29,772.63	29,772.63	0.00	(29,772.63)
Labor	6115	78,250.26	78,250.26	97,000.00	18,749.74
Tools	6116	0.00	0.00	0.00	0.00
Domestic Violence	6120	512.00	512.00	800.00	288.00
Street Lights	6122	54,732.74	54,732.74	67,000.00	12,267.26
Equipment Expense	6124	7,469.58	7,469.58	55,000.00	47,530.42
Park Materials	6125	0.00	0.00	0.00	0.00
Office Supplies & Expense	6126	11,149.63	11,149.63	17,000.00	5,850.37
Truck Expense	6127	351.00	351.00	0.00	(351.00)
Uniforms	6128	409.79	409.79	1,000.00	590.21
Newsletter	6132	0.00	0.00	0.00	0.00
First Aid & Safety Equipment	6133	0.00	0.00	0.00	0.00
Fuel	6135	545.07	545.07	0.00	(545.07)
Benny Card-Flexible Spending	6138	29,013.30	29,013.30	7,000.00	(22,013.30)
Health Insurance	6139	25,021.75	25,021.75	19,400.00	(5,621.75)
Metro St. Louis Sewer Dist	6140	1,462.70	1,462.70	1,500.00	37.30
Refund Bldg. & Occ. Permits	6141	8,748.00	8,748.00	2,000.00	(6,748.00)
Lager's Expense	6145	33,199.27	33,199.27	31,000.00	(2,199.27)
Computer Consulting Expense	6150	26,745.01	26,745.01	20,000.00	(6,745.01)
VP School Dist - Settlement/Legal Fees	6151	47,916.00	47,916.00	50,000.00	2,084.00
Bank Fees	6155	0.00	0.00	0.00	0.00
General Insurance	6160	80,489.15	80,489.15	120,000.00	39,510.85
Vegetation Control	6162	94.23	94.23	0.00	(94.23)
Water	6165	1,306.03	1,306.03	1,200.00	(106.03)
Supplies	6166	1,430.15	1,430.15	3,000.00	1,569.85
Advertising	6167	628.72	628.72	1,000.00	371.28
Heat	6168	7,090.45	7,090.45	6,000.00	(1,090.45)
Electric	6170	9,871.91	9,871.91	13,000.00	3,128.09
Telephone	6171	6,555.45	6,555.45	6,000.00	(555.45)
Legal Fees	6172	68,875.55	68,875.55	125,000.00	56,124.45
Dues & Meeting Expense	6174	6,972.37	6,972.37	10,500.00	3,527.63
Consulting Fees	6177	250.00	250.00	0.00	(250.00)
Building Maintenance	6178	8,572.05	8,572.05	30,000.00	21,427.95
Official Expense	6184	33,400.93	33,400.93	39,660.00	6,259.07
Other Miscellaneous Expenses	6186	7,965.68	7,965.68	5,000.00	(2,965.68)
Payroll Taxes	6231	12,327.25	12,327.25	15,000.00	2,672.75
Rejis	6250	0.00	0.00	0.00	0.00

**City of Valley Park**

01 - GENERAL FUND  
 1000 - Administrative  
 From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
Prosecuting Attorney	6251	2,262.50	2,262.50	11,200.00	8,937.50
Code Books	6311	1,999.34	1,999.34	2,000.00	0.66
Tsfr To Valley Days	6993	10,000.00	10,000.00	10,000.00	0.00
Total Expense		<u>714,054.60</u>	<u>714,054.60</u>	<u>905,619.00</u>	<u>191,564.40</u>
Net Revenue over (under) Expenses		<u>(714,054.60)</u>	<u>(714,054.60)</u>	<u>(905,619.00)</u>	<u>191,564.40</u>

## Break Down of Legal Fees

Customer	Amount	Date of Break Down
PGVA PLANNERS	22,270.00	5/1/2020
GILMORE & BELL	1,200.00	5/1/2020
ENGELMEYER & PEZZANI	45,389.40	5/1/2020

City of Valley Park

01 - GENERAL FUND  
 1100 - Streets  
 From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
Expense					
Equipment Purchase	6006	18,033.83	18,033.83	23,100.00	5,066.17
Materials	6007	95.33	95.33	0.00	(95.33)
Street Salt	6009	32,578.03	32,578.03	50,000.00	17,421.97
Signs Purchased	6016	1,729.96	1,729.96	3,000.00	1,270.04
Demolition/Other	6019	0.00	0.00	0.00	0.00
Equipment Rental	6024	195.00	195.00	1,500.00	1,305.00
Annexation Expense	6027	119.94	119.94	0.00	(119.94)
Lubes and Fluids	6029	3,146.79	3,146.79	3,000.00	(146.79)
Education	6032	0.00	0.00	1,000.00	1,000.00
Street Material	6037	8,044.17	8,044.17	15,000.00	6,955.83
Buildings - Public Works	6061	0.00	0.00	0.00	0.00
Salary-Officials	6112	0.00	0.00	0.00	0.00
Salaries	6114	23,093.84	23,093.84	27,300.00	4,206.16
Labor	6115	331,170.60	331,170.60	443,360.42	112,189.82
Tools	6116	3,263.82	3,263.82	4,000.00	736.18
Operating Expense	6117	3,297.94	3,297.94	5,000.00	1,702.06
Events	6119	18.02	18.02	0.00	(18.02)
Dump Fees	6121	0.00	0.00	0.00	0.00
Tree Removal	6123	4,475.00	4,475.00	1,500.00	(2,975.00)
Office Supplies & Expense	6126	877.71	877.71	1,000.00	122.29
Truck Expense	6127	33,282.81	33,282.81	35,000.00	1,717.19
Uniforms	6128	3,635.10	3,635.10	7,200.00	3,564.90
Computer Equipment Purchase	6129	0.00	0.00	1,000.00	1,000.00
First Aid & Safety Equipment	6133	2,025.47	2,025.47	3,000.00	974.53
Fuel	6135	16,302.11	16,302.11	26,000.00	9,697.89
Tires & Tubes	6136	758.28	758.28	6,500.00	5,741.72
Tractor Expense	6137	6,908.99	6,908.99	15,000.00	8,091.01
Health Insurance	6139	120,614.97	120,614.97	139,408.44	18,793.47
Metro St. Louis Sewer Dist	6140	97.67	97.67	0.00	(97.67)
Mosquito Spraying	6143	7,181.97	7,181.97	9,500.00	2,318.03
Lager's Expense	6145	0.00	0.00	0.00	0.00
Weedeaters/Supplies	6147	767.28	767.28	2,000.00	1,232.72
Computer Consulting Expense	6150	1,300.00	1,300.00	1,800.00	500.00
General Insurance	6160	36,429.64	36,429.64	25,000.00	(11,429.64)
Chemicals	6161	128.59	128.59	1,000.00	871.41
Water	6165	391.13	391.13	1,000.00	608.87
Advertising	6167	1,182.37	1,182.37	500.00	(682.37)
Engineering Fees	6169	0.00	0.00	0.00	0.00
Electric	6170	0.00	0.00	0.00	0.00
Telephone	6171	2,067.43	2,067.43	2,700.00	632.57
Dues & Meeting Expense	6174	0.00	0.00	1,000.00	1,000.00
Building Maintenance	6178	1,001.97	1,001.97	0.00	(1,001.97)
Other Miscellaneous Expenses	6186	1,090.41	1,090.41	2,000.00	909.59
Payroll Taxes	6231	28,334.59	28,334.59	34,979.00	6,644.41
Transfer Out	6999	16,473.56	16,473.56	0.00	(16,473.56)
Total Expense		<u>710,114.32</u>	<u>710,114.32</u>	<u>893,347.86</u>	<u>183,233.54</u>
Net Revenue over (under) Expenses		<u>(710,114.32)</u>	<u>(710,114.32)</u>	<u>(893,347.86)</u>	<u>183,233.54</u>

**City of Valley Park**

01 - GENERAL FUND  
1200 - Parks  
From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
Expense					
Equipment Purchase	6006	6,371.83	6,371.83	6,500.00	128.17
Signs Purchased	6016	24.00	24.00	1,000.00	976.00
Equipment Rental	6024	0.00	0.00	500.00	500.00
Caboose/Railroad Park	6030	4,739.00	4,739.00	5,000.00	261.00
Education	6032	0.00	0.00	1,000.00	1,000.00
Salary-Officials	6113	49,437.08	49,437.08	57,254.00	7,816.92
Labor	6115	85,389.89	85,389.89	70,267.81	(15,122.08)
Operating Expense	6117	0.00	0.00	500.00	500.00
Parks-Deposit/Rental Refund	6118	810.00	810.00	300.00	(510.00)
Events	6119	5,524.12	5,524.12	10,000.00	4,475.88
Domestic Violence	6120	0.00	0.00	0.00	0.00
Street Lights	6122	2,470.97	2,470.97	4,500.00	2,029.03
Tree Removal	6123	0.00	0.00	1,500.00	1,500.00
Equipment Expense	6124	74,123.54	74,123.54	50,000.00	(24,123.54)
Park Materials	6125	7,614.07	7,614.07	10,000.00	2,385.93
Office Supplies & Expense	6126	941.04	941.04	800.00	(141.04)
Truck Expense	6127	2,562.15	2,562.15	1,500.00	(1,062.15)
Uniforms	6128	1,124.92	1,124.92	900.00	(224.92)
Truck Lease Purchase	6130	0.00	0.00	0.00	0.00
Damage To City Property- Other	6131	0.00	0.00	0.00	0.00
Johnny On Spot	6134	4,024.24	4,024.24	4,500.00	475.76
Fuel	6135	3,309.88	3,309.88	3,500.00	190.12
Tires & Tubes	6136	534.81	534.81	3,000.00	2,465.19
Tractor Expense	6137	1,676.82	1,676.82	2,000.00	323.18
Health Insurance	6139	30,996.68	30,996.68	40,393.00	9,396.32
Metro St. Louis Sewer Dist	6140	993.97	993.97	1,500.00	506.03
Lager's Expense	6145	0.00	0.00	2,000.00	2,000.00
Weedeaters/Supplies	6147	74.99	74.99	700.00	625.01
Computer Consulting Expense	6150	0.00	0.00	2,000.00	2,000.00
General Insurance	6160	7,032.04	7,032.04	0.00	(7,032.04)
Chemicals	6161	160.00	160.00	1,500.00	1,340.00
Water	6165	938.52	938.52	900.00	(38.52)
Supplies	6166	23.90	23.90	250.00	226.10
Advertising	6167	470.36	470.36	1,200.00	729.64
Heat	6168	882.40	882.40	1,200.00	317.60
Engineering Fees	6169	9,471.00	9,471.00	7,500.00	(1,971.00)
Electric	6170	2,496.96	2,496.96	3,000.00	503.04
Telephone	6171	832.27	832.27	1,000.00	167.73
Dues & Meeting Expense	6174	573.71	573.71	500.00	(73.71)
Other Miscellaneous Expenses	6186	15.00	15.00	250.00	235.00
Beautification/Enhance	6189	0.00	0.00	5,500.00	5,500.00
Entertainment	6190	13.91	13.91	0.00	(13.91)
Brignole Park	6192	1,930.04	1,930.04	5,000.00	3,069.96
Vance Trails	6196	1,462.56	1,462.56	3,000.00	1,537.44
Leonard Park Repairs	6197	456.70	456.70	2,000.00	1,543.30
Payroll Taxes	6231	9,997.08	9,997.08	9,600.00	(397.08)
Rejis	6250	0.00	0.00	0.00	0.00
Mer Rec Area-Electric	6370	0.00	0.00	0.00	0.00
<b>Total Expense</b>		<b>319,500.45</b>	<b>319,500.45</b>	<b>323,514.81</b>	<b>4,014.36</b>
<b>Net Revenue over (under) Expenses</b>		<b>(319,500.45)</b>	<b>(319,500.45)</b>	<b>(323,514.81)</b>	<b>4,014.36</b>

**City of Valley Park**

01 - GENERAL FUND  
 1400 - Community Development  
 From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
Expense					
Signs Purchased	6016	0.00	0.00	1,000.00	1,000.00
Demolition/Other	6019	389.21	389.21	20,000.00	19,610.79
Education	6032	0.00	0.00	2,000.00	2,000.00
Labor	6115	32,354.42	32,354.42	51,214.00	18,859.58
Equipment Expense	6124	66.09	66.09	2,500.00	2,433.91
Office Supplies & Expense	6126	1,647.68	1,647.68	3,500.00	1,852.32
Truck Expense	6127	304.10	304.10	1,500.00	1,195.90
Uniforms	6128	14.95	14.95	500.00	485.05
Truck Lease Purchase	6130	5,489.82	5,489.82	5,500.00	10.18
Fuel	6135	836.05	836.05	2,000.00	1,163.95
Tires & Tubes	6136	10.00	10.00	0.00	(10.00)
Health Insurance	6139	6,931.47	6,931.47	16,700.00	9,768.53
Lager's Expense	6145	0.00	0.00	1,000.00	1,000.00
Computer Consulting Expense	6150	1,300.00	1,300.00	2,500.00	1,200.00
Software Purchases	6153	2,142.40	2,142.40	3,500.00	1,357.60
General Insurance	6160	7,151.05	7,151.05	2,500.00	(4,651.05)
Advertising	6167	55.68	55.68	750.00	694.32
Engineering Fees	6169	4,001.25	4,001.25	15,000.00	10,998.75
Telephone	6171	781.65	781.65	3,750.00	2,968.35
Legal Fees	6172	0.00	0.00	1,000.00	1,000.00
Dues & Meeting Expense	6174	171.00	171.00	1,000.00	829.00
Consulting Fees	6177	0.00	0.00	0.00	0.00
Payroll Taxes	6231	2,475.03	2,475.03	6,900.00	4,424.97
Total Expense		<u>66,121.85</u>	<u>66,121.85</u>	<u>144,314.00</u>	<u>78,192.15</u>
Net Revenue over (under) Expenses		<u>(66,121.85)</u>	<u>(66,121.85)</u>	<u>(144,314.00)</u>	<u>78,192.15</u>



**City of Valley Park**

01 - GENERAL FUND  
 1500 - Police Department  
 From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget ariance - Origin</u>
Expense					
Police Training (CVC)	6059	4,148.51	4,148.51	0.00	(4,148.51)
Telephone	6171	0.00	0.00	2,000.00	2,000.00
Other Miscellaneous Expenses	6186	0.00	0.00	1,000.00	1,000.00
P.D. Full Service Contract	6200	<u>1,274,053.90</u>	<u>1,274,053.90</u>	<u>1,532,864.68</u>	<u>258,810.78</u>
Total Expense		<u>1,278,202.41</u>	<u>1,278,202.41</u>	<u>1,535,864.68</u>	<u>257,662.27</u>
Net Revenue over (under) Expenses		<u>(1,278,202.41)</u>	<u>(1,278,202.41)</u>	<u>(1,535,864.68)</u>	<u>257,662.27</u>

**City of Valley Park**

01 - GENERAL FUND  
 1800 - Mayor's Department  
 From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget ariance - Origin</u>
Expense					
Salary-Officials	6113	8,000.00	8,000.00	9,600.00	1,600.00
Office Supplies & Expense	6126	0.00	0.00	100.00	100.00
Other Miscellaneous Expenses	6186	106.94	106.94	500.00	393.06
Payroll Taxes	6231	612.00	612.00	800.00	188.00
Total Expense		<u>8,718.94</u>	<u>8,718.94</u>	<u>11,000.00</u>	<u>2,281.06</u>
Net Revenue over (under) Expenses		<u>(8,718.94)</u>	<u>(8,718.94)</u>	<u>(11,000.00)</u>	<u>2,281.06</u>

**City of Valley Park**

01 - GENERAL FUND

2000 - Court

From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget ariance - Origin-</u>
Expense					
Housing For Prisoners-Clayton	6033	630.00	630.00	0.00	(630.00)
Salary-Officials	6113	8,500.00	8,500.00	10,200.00	1,700.00
Labor	6115	30,608.98	30,608.98	34,000.00	3,391.02
Office Supplies & Expense	6126	2,238.05	2,238.05	4,700.00	2,461.95
Uniforms	6128	123.80	123.80	300.00	176.20
Health Insurance	6139	3,946.54	3,946.54	6,300.00	2,353.46
Lager's Expense	6145	0.00	0.00	0.00	0.00
Computer Consulting Expense	6150	2,600.00	2,600.00	3,800.00	1,200.00
Telephone	6171	346.39	346.39	700.00	353.61
Dues & Meeting Expense	6174	676.78	676.78	3,500.00	2,823.22
Other Miscellaneous Expenses	6186	0.00	0.00	300.00	300.00
Payroll Taxes	6231	2,969.49	2,969.49	3,100.00	130.51
Rejis	6250	6,814.97	6,814.97	11,500.00	4,685.03
Total Expense		<u>59,455.00</u>	<u>59,455.00</u>	<u>78,400.00</u>	<u>18,945.00</u>
Net Revenue over (under) Expenses		<u>(59,455.00)</u>	<u>(59,455.00)</u>	<u>(78,400.00)</u>	<u>18,945.00</u>

**City of Valley Park**

01 - GENERAL FUND  
 2200 - Emergency Management  
 From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget ariance - Origin</u>
Expense					
Salaries	6114	2,046.44	2,046.44	2,349.00	302.56
Payroll Taxes	6231	<u>152.85</u>	<u>152.85</u>	<u>250.00</u>	<u>97.15</u>
Total Expense		<u>2,199.29</u>	<u>2,199.29</u>	<u>2,599.00</u>	<u>399.71</u>
Net Revenue over (under) Expenses		<u>(2,199.29)</u>	<u>(2,199.29)</u>	<u>(2,599.00)</u>	<u>399.71</u>

**City of Valley Park**

03 - SANITATION FUND

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget ariance - Origin
<b>Revenue</b>					
Sale of Recycled Items	5112	803.45	803.45	0.00	803.45
Deposit on Containers	5114	0.00	0.00	0.00	0.00
Refund - Misc	5148	10,000.00	10,000.00	0.00	10,000.00
Trash Income	5170	309,052.93	309,052.93	420,000.00	(110,947.07)
Sale of Containers	5205	0.00	0.00	0.00	0.00
Bulk Pick Up	5210	1,897.75	1,897.75	3,000.00	(1,102.25)
<b>Total Revenue</b>		<u>321,754.13</u>	<u>321,754.13</u>	<u>423,000.00</u>	<u>(101,245.87)</u>
<b>Expense</b>					
Billing Expense	6013	4,061.36	4,061.36	6,500.00	2,438.64
Trash Overpayment Refund	6018	54.00	54.00	0.00	(54.00)
Damage To Non-City Property	6022	0.00	0.00	0.00	0.00
Lubes and Fluids	6029	70.56	70.56	500.00	429.44
Salaries	6114	23,094.28	23,094.28	27,300.00	4,205.72
Labor	6115	183,339.70	183,339.70	215,000.00	31,660.30
Dump Fees	6121	95,341.53	95,341.53	100,000.00	4,658.47
Truck Expense	6127	13,263.27	13,263.27	20,000.00	6,736.73
Uniforms	6128	867.34	867.34	1,500.00	632.66
Fuel	6135	11,265.61	11,265.61	15,000.00	3,734.39
Tires & Tubes	6136	14,680.32	14,680.32	16,000.00	1,319.68
Tractor Expense	6137	153.16	153.16	0.00	(153.16)
Benny Card-Flexible Spending	6138	0.00	0.00	8,500.00	8,500.00
Health Insurance	6139	51,391.72	51,391.72	50,000.00	(1,391.72)
Lager's Expense	6145	0.00	0.00	0.00	0.00
Computer Consulting Expense	6150	0.00	0.00	10,000.00	10,000.00
General Insurance	6160	14,540.12	14,540.12	7,500.00	(7,040.12)
Other Miscellaneous Expenses	6186	4,327.54	4,327.54	500.00	(3,827.54)
Payroll Taxes	6231	15,095.97	15,095.97	17,500.00	2,404.03
Transfer Out	6999	0.00	0.00	0.00	0.00
<b>Total Expense</b>		<u>431,546.48</u>	<u>431,546.48</u>	<u>495,800.00</u>	<u>64,253.52</u>
<b>Net Revenue over (under) Expenses</b>		<u>(109,792.35)</u>	<u>(109,792.35)</u>	<u>(72,800.00)</u>	<u>(36,992.35)</u>

## Break down of Dumping Fees

Customer	Amount	Date of Breakdown
MRC RECYCLING (TV)	340.00	5/1/2020
TIRE SHREDDERS (TIRE)	10.00	5/1/2020
ST LOUIS COMPOSTING (YARDWASTE)	6,860.00	5/1/2020
REPUBLIC SERVICES (RECYCLING)	17,779.91	5/1/2020
MERAMAC VALLEY TRANSFER (TRASH)	70,352.02	5/1/2020

## City of Valley Park

### 17 - SALE TAX STORM WTR/MAJ PROJECT

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
<b>Revenue</b>					
5152	Park Grants	325,681.00	325,681.00	325,681.00	0.00
5155	Sales Tax/Capital Improvement	398,735.24	398,735.24	400,000.00	(1,264.76)
5156	Sales Tax/Storm Water	369,420.84	369,420.84	355,000.00	14,420.84
5157	Grants	428,630.68	428,630.68	1,021,023.00	(592,392.32)
5158	Sales Tax/Strmwtr-Peerless	87.64	87.64	0.00	87.64
5159	Peerless-Strmwtr/Parks	117,003.39	117,003.39	117,900.00	(896.61)
5160	Peerless-Stl Cap Imp	99,527.40	99,527.40	115,000.00	(15,472.60)
5184	S.E.M.A. Reimb.	88,940.59	88,940.59	151,863.00	(62,922.41)
5190	Interest Earned	1,670.46	1,670.46	0.00	1,670.46
	<b>Total Revenue</b>	<u>1,829,697.24</u>	<u>1,829,697.24</u>	<u>2,486,467.00</u>	<u>(656,769.76)</u>
<b>Expense</b>					
6146	COPS Lease Transfer	394,939.60	394,939.60	0.00	(394,939.60)
	<b>Total Expense</b>	<u>394,939.60</u>	<u>394,939.60</u>	<u>0.00</u>	<u>(394,939.60)</u>
	<b>Net Revenue over (under) Expenses</b>	<u>1,434,757.64</u>	<u>1,434,757.64</u>	<u>2,486,467.00</u>	<u>(1,051,709.36)</u>
	<b>Ending Fund Balance</b>	<u>1,434,757.64</u>	<u>1,434,757.64</u>	<u>2,486,467.00</u>	<u>(1,051,709.36)</u>

## City of Valley Park

17 - SALE TAX STORM WTR/MAJ PROJECT

0000 - General

3200 - St. Louis Ave. Project

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
	Expense				
6169	Engineering Fees	25,897.73	25,897.73	0.00	(25,897.73)
6999	Transfer Out	<u>(16,473.56)</u>	<u>(16,473.56)</u>	<u>0.00</u>	<u>16,473.56</u>
	Total Expense	<u>9,424.17</u>	<u>9,424.17</u>	<u>0.00</u>	<u>(9,424.17)</u>
	Net Revenue over (under) Expenses	<u>(9,424.17)</u>	<u>(9,424.17)</u>	<u>0.00</u>	<u>(9,424.17)</u>
	Ending Fund Balance	<u><u>(9,424.17)</u></u>	<u><u>(9,424.17)</u></u>	<u><u>0.00</u></u>	<u><u>(9,424.17)</u></u>

**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT  
 0000 - General  
 3400 - Dougherty Ferry Rd.  
 From 7/1/2019 Through 6/30/2020

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
6169 Expense				
Engineering Fees	<u>27,546.82</u>	<u>27,546.82</u>	<u>0.00</u>	<u>(27,546.82)</u>
Total Expense	<u>27,546.82</u>	<u>27,546.82</u>	<u>0.00</u>	<u>(27,546.82)</u>
Net Revenue over (under) Expenses	<u>(27,546.82)</u>	<u>(27,546.82)</u>	<u>0.00</u>	<u>(27,546.82)</u>
Ending Fund Balance	<u>(27,546.82)</u>	<u>(27,546.82)</u>	<u>0.00</u>	<u>(27,546.82)</u>



**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT

1100 - Streets

0000 - General

From 7/1/2019 Through 6/30/2020

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
Expense				
6001 Concrete Supplies	738.65	738.65	2,500.00	1,761.35
6124 Equipment Expense	6,050.16	6,050.16	41,943.92	35,893.76
6169 Engineering Fees	0.00	0.00	139,279.00	139,279.00
Total Expense	<u>6,788.81</u>	<u>6,788.81</u>	<u>183,722.92</u>	<u>176,934.11</u>
Net Revenue over (under) Expenses	<u>(6,788.81)</u>	<u>(6,788.81)</u>	<u>(183,722.92)</u>	<u>176,934.11</u>
Ending Fund Balance	<u>(6,788.81)</u>	<u>(6,788.81)</u>	<u>(183,722.92)</u>	<u>176,934.11</u>

## City of Valley Park

17 - SALE TAX STORM WTR/MAJ PROJECT  
 1100 - Streets  
 3200 - St. Louis Ave. Project  
 From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
6169	Expense				
	Engineering Fees	81,139.01	81,139.01	675,000.00	593,860.99
	Total Expense	81,139.01	81,139.01	675,000.00	593,860.99
	Net Revenue over (under) Expenses	(81,139.01)	(81,139.01)	(675,000.00)	593,860.99
	Ending Fund Balance	(81,139.01)	(81,139.01)	(675,000.00)	593,860.99

## City of Valley Park

### 17 - SALE TAX STORM WTR/MAJ PROJECT

1100 - Streets

3400 - Dougherty Ferry Rd.

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
	Expense				
6167	Advertising	433,341.94	433,341.94	414,141.14	(19,200.80)
6169	Engineering Fees	<u>10,366.12</u>	<u>10,366.12</u>	<u>48,259.28</u>	<u>37,893.16</u>
	Total Expense	<u>443,708.06</u>	<u>443,708.06</u>	<u>462,400.42</u>	<u>18,692.36</u>
	Net Revenue over (under) Expenses	<u>(443,708.06)</u>	<u>(443,708.06)</u>	<u>(462,400.42)</u>	<u>18,692.36</u>
	Ending Fund Balance	<u>(443,708.06)</u>	<u>(443,708.06)</u>	<u>(462,400.42)</u>	<u>18,692.36</u>

## City of Valley Park

17 - SALE TAX STORM WTR/MAJ PROJECT

1200 - Parks

2300 - SE Quadrant (Ward 1)

From 7/1/2019 Through 6/30/2020

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
Expense				
6169      Engineering Fees	0.00	0.00	40,000.00	40,000.00
Total Expense	<u>0.00</u>	<u>0.00</u>	<u>40,000.00</u>	<u>40,000.00</u>
Net Revenue over (under) Expenses	<u>0.00</u>	<u>0.00</u>	<u>(40,000.00)</u>	<u>40,000.00</u>
Ending Fund Balance	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>(40,000.00)</u></u>	<u><u>40,000.00</u></u>

**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT

2700 - Levee Maintenance

0000 - General

From 7/1/2019 Through 6/30/2020

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	
Expense					
6029	Lubes and Fluids	0.00	0.00	2,000.00	2,000.00
6055	Relief Well Testing	0.00	0.00	24,000.00	24,000.00
6115	Labor	13,620.17	13,620.17	25,000.00	11,379.83
6117	Operating Expense	3,413.15	3,413.15	15,000.00	11,586.85
6126	Office Supplies & Expense	405.00	405.00	0.00	(405.00)
6127	Truck Expense	0.00	0.00	2,000.00	2,000.00
6135	Fuel	1,330.48	1,330.48	2,000.00	669.52
6136	Tires & Tubes	449.00	449.00	1,000.00	551.00
6137	Tractor Expense	1,289.54	1,289.54	5,000.00	3,710.46
6139	Health Insurance	14,342.54	14,342.54	15,100.00	757.46
6162	Vegetation Control	375.00	375.00	3,000.00	2,625.00
6169	Engineering Fees	2,802.50	2,802.50	0.00	(2,802.50)
6231	Payroll Taxes	1,009.95	1,009.95	4,250.00	3,240.05
	<b>Total Expense</b>	<u>39,037.33</u>	<u>39,037.33</u>	<u>98,350.00</u>	<u>59,312.67</u>
	<b>Net Revenue over (under) Expenses</b>	<u>(39,037.33)</u>	<u>(39,037.33)</u>	<u>(98,350.00)</u>	<u>59,312.67</u>
	<b>Ending Fund Balance</b>	<u><u>(39,037.33)</u></u>	<u><u>(39,037.33)</u></u>	<u><u>(98,350.00)</u></u>	<u><u>59,312.67</u></u>

**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT

3900 - Ward 3

0000 - General

From 7/1/2019 Through 6/30/2020

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Expense				
6007      Materials	3,146.20	3,146.20	40,000.00	36,853.80
6115      Labor	898.45	898.45	0.00	(898.45)
6231      Payroll Taxes	66.51	66.51	0.00	(66.51)
Total Expense	<u>4,111.16</u>	<u>4,111.16</u>	<u>40,000.00</u>	<u>35,888.84</u>
Net Revenue over (under) Expenses	<u>(4,111.16)</u>	<u>(4,111.16)</u>	<u>(40,000.00)</u>	<u>35,888.84</u>
Ending Fund Balance	<u>(4,111.16)</u>	<u>(4,111.16)</u>	<u>(40,000.00)</u>	<u>35,888.84</u>

**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT  
 4400 - COPS Lease Transfer Account  
 0000 - General  
 From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
	Expense				
6146	COPS Lease Transfer	<u>0.00</u>	<u>0.00</u>	<u>420,000.00</u>	<u>420,000.00</u>
	Total Expense	<u>0.00</u>	<u>0.00</u>	<u>420,000.00</u>	<u>420,000.00</u>
	Net Revenue over (under) Expenses	<u>0.00</u>	<u>0.00</u>	<u>(420,000.00)</u>	<u>420,000.00</u>
	Ending Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>(420,000.00)</u>	<u>420,000.00</u>

**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT

5600 - Ward 4

0000 - General

From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
	Expense				
6007	Materials	11,891.55	11,891.55	40,000.00	28,108.45
6115	Labor	2,542.30	2,542.30	0.00	(2,542.30)
6231	Payroll Taxes	188.79	188.79	0.00	(188.79)
	Total Expense	<u>14,622.64</u>	<u>14,622.64</u>	<u>40,000.00</u>	<u>25,377.36</u>
	Net Revenue over (under) Expenses	<u>(14,622.64)</u>	<u>(14,622.64)</u>	<u>(40,000.00)</u>	<u>25,377.36</u>
	Ending Fund Balance	<u>(14,622.64)</u>	<u>(14,622.64)</u>	<u>(40,000.00)</u>	<u>25,377.36</u>



**City of Valley Park**

17 - SALE TAX STORM WTR/MAJ PROJECT

5700 - Ward 2

0000 - General

From 7/1/2019 Through 6/30/2020

	<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
6007 Expense				
Materials	0.00	0.00	40,000.00	40,000.00
Total Expense	<u>0.00</u>	<u>0.00</u>	<u>40,000.00</u>	<u>40,000.00</u>
Net Revenue over (under) Expenses	<u>0.00</u>	<u>0.00</u>	<u>(40,000.00)</u>	<u>40,000.00</u>
Ending Fund Balance	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>(40,000.00)</u></u>	<u><u>40,000.00</u></u>

## City of Valley Park

17 - SALE TAX STORM WTR/MAJ PROJECT

5900 - Ward 1

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
	Expense				
6007	Materials	18,505.58	18,505.58	40,000.00	21,494.42
6115	Labor	9,873.18	9,873.18	0.00	(9,873.18)
6231	Payroll Taxes	727.34	727.34	0.00	(727.34)
	Total Expense	<u>29,106.10</u>	<u>29,106.10</u>	<u>40,000.00</u>	<u>10,893.90</u>
	Net Revenue over (under) Expenses	<u>(29,106.10)</u>	<u>(29,106.10)</u>	<u>(40,000.00)</u>	<u>10,893.90</u>
	Ending Fund Balance	<u>(29,106.10)</u>	<u>(29,106.10)</u>	<u>(40,000.00)</u>	<u>10,893.90</u>

## City of Valley Park

17 - SALE TAX STORM WTR/MAJ PROJECT

6700 - Meramec Valley Rec Plex

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
	Expense				
6124	Equipment Expense	266.75	266.75	0.00	(266.75)
6127	Truck Expense	31.94	31.94	0.00	(31.94)
	Total Expense	<u>298.69</u>	<u>298.69</u>	<u>0.00</u>	<u>(298.69)</u>
	Net Revenue over (under) Expenses	<u>(298.69)</u>	<u>(298.69)</u>	<u>0.00</u>	<u>(298.69)</u>
	Ending Fund Balance	<u>(298.69)</u>	<u>(298.69)</u>	<u>0.00</u>	<u>(298.69)</u>

## City of Valley Park

23 - TIF 2015 SRS A DEBT SERVICE

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
<b>Revenue</b>				
5993	Transfer from TIF EATS	44,512.57	44,512.57	0.00
5994	Transfer from CID Rev	10,123.39	10,123.39	(22,876.61)
	<b>Total Revenue</b>	<u>54,635.96</u>	<u>54,635.96</u>	<u>33,000.00</u>
<b>Expense</b>				
6176	Debt Service	54,153.68	54,153.68	33,000.00
	<b>Total Expense</b>	<u>54,153.68</u>	<u>54,153.68</u>	<u>33,000.00</u>
	<b>Net Revenue over (under) Expenses</b>	<u>482.28</u>	<u>482.28</u>	<u>0.00</u>
	<b>Ending Fund Balance</b>	<u>482.28</u>	<u>482.28</u>	<u>0.00</u>

## City of Valley Park

24 - TIF 2015 SRS B DEBT SERVICE

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
<b>Revenue</b>				
5993	0.00	0.00	181,000.00	(181,000.00)
	0.00	0.00	181,000.00	(181,000.00)
<b>Expense</b>				
6176	0.00	0.00	181,000.00	181,000.00
	0.00	0.00	181,000.00	181,000.00
<b>Net Revenue over (under) Expenses</b>				
	0.00	0.00	0.00	0.00
<b>Ending Fund Balance</b>				
	0.00	0.00	0.00	0.00

## City of Valley Park

### 25 - TIF PEERLESS PARK REVENUE

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
<b>Revenue</b>					
5190	Interest Earned	1,504.22	1,504.22	0.00	1,504.22
5200	TIF PILOTS	76,221.39	76,221.39	685,000.00	(608,778.61)
5220	TIF EATS	194,505.53	194,505.53	165,000.00	29,505.53
5240	TIF-Peerless Stmwtr/Parks	82,632.87	82,632.87	74,250.00	8,382.87
5250	TIF-Peerless Stl Cap Imp	33,142.32	33,142.32	39,280.00	(6,137.68)
	<b>Total Revenue</b>	<u>388,006.33</u>	<u>388,006.33</u>	<u>963,530.00</u>	<u>(575,523.67)</u>
<b>Expense</b>					
6057	Transfer To TIF PP Debt	0.00	0.00	963,530.00	963,530.00
6155	Bank Fees	768.50	768.50	2,000.00	1,231.50
6998	Transfer to Debt Srvc Fund	204,125.15	204,125.15	0.00	(204,125.15)
	<b>Total Expense</b>	<u>204,893.65</u>	<u>204,893.65</u>	<u>965,530.00</u>	<u>760,636.35</u>
	<b>Net Revenue over (under) Expenses</b>	<u>183,112.68</u>	<u>183,112.68</u>	<u>(2,000.00)</u>	<u>185,112.68</u>
	<b>Ending Fund Balance</b>	<u>183,112.68</u>	<u>183,112.68</u>	<u>(2,000.00)</u>	<u>185,112.68</u>

## City of Valley Park

27 - TIF PEERLESS DEBT SRVC

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Revenue					
5190	Interest Earned	67.83	67.83	0.00	67.83
5335	Transfer In	204,125.15	204,125.15	0.00	204,125.15
5999	Transfer from TIF-PP-Rev	0.00	0.00	963,530.00	(963,530.00)
	<b>Total Revenue</b>	<u>204,192.98</u>	<u>204,192.98</u>	<u>963,530.00</u>	<u>(759,337.02)</u>
Expense					
6194	Principal Payment	204,267.45	204,267.45	0.00	(204,267.45)
6195	Interest Payment	0.00	0.00	963,530.00	963,530.00
	<b>Total Expense</b>	<u>204,267.45</u>	<u>204,267.45</u>	<u>963,530.00</u>	<u>759,262.55</u>
	<b>Net Revenue over (under) Expenses</b>	<u>(74.47)</u>	<u>(74.47)</u>	<u>0.00</u>	<u>(74.47)</u>
	<b>Ending Fund Balance</b>	<u><u>(74.47)</u></u>	<u><u>(74.47)</u></u>	<u><u>0.00</u></u>	<u><u>(74.47)</u></u>

## City of Valley Park

28 - CAROL HOUSE TIF EATS (T3)

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
<b>Revenue</b>					
5190	Interest Earned	1,076.94	1,076.94	1,000.00	76.94
5215	Emergency Comm Commission	35,119.45	35,119.45	45,000.00	(9,880.55)
5220	TIF EATS	0.00	0.00	5,000.00	(5,000.00)
5230	T3-Strwtr/Parks	69,043.07	69,043.07	80,000.00	(10,956.93)
5245	T3-Stl Cap Imp	8,920.47	8,920.47	15,000.00	(6,079.53)
5260	CID Revenue	0.00	0.00	36,000.00	(36,000.00)
5994	Transfer from CID Rev	20,569.59	20,569.59	0.00	20,569.59
	<b>Total Revenue</b>	<u>134,729.52</u>	<u>134,729.52</u>	<u>182,000.00</u>	<u>(47,270.48)</u>
<b>Expense</b>					
6035	Accounting Fees	1,652.40	1,652.40	0.00	(1,652.40)
6155	Bank Fees	0.00	0.00	1,000.00	1,000.00
6994	Tstr to Proj Acct-SeriesA 2010	44,512.57	44,512.57	0.00	(44,512.57)
6998	Transfer to Debt Srvc Fund	0.00	0.00	181,000.00	181,000.00
	<b>Total Expense</b>	<u>46,164.97</u>	<u>46,164.97</u>	<u>182,000.00</u>	<u>135,835.03</u>
	<b>Net Revenue over (under) Expenses</b>	<u>88,564.55</u>	<u>88,564.55</u>	<u>0.00</u>	<u>88,564.55</u>
	<b>Ending Fund Balance</b>	<u><u>88,564.55</u></u>	<u><u>88,564.55</u></u>	<u><u>0.00</u></u>	<u><u>88,564.55</u></u>



## City of Valley Park

29 - CAROL HOUSE TIF PILOTS (T3)

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

	Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original	
<b>Revenue</b>					
5111	Real Estate Tax Current	9,516.46	9,516.46	30,000.00	(20,483.54)
	Total Revenue	<u>9,516.46</u>	<u>9,516.46</u>	<u>30,000.00</u>	<u>(20,483.54)</u>
<b>Expense</b>					
6155	Bank Fees	0.00	0.00	3,000.00	3,000.00
6173	Refund Surplus PILOTS	0.00	0.00	14,000.00	14,000.00
6175	VP Fire District	0.00	0.00	3,000.00	3,000.00
6176	Debt Service	0.00	0.00	10,000.00	10,000.00
	Total Expense	<u>0.00</u>	<u>0.00</u>	<u>30,000.00</u>	<u>30,000.00</u>
	Net Revenue over (under) Expenses	<u>9,516.46</u>	<u>9,516.46</u>	<u>0.00</u>	<u>9,516.46</u>
	Ending Fund Balance	<u><u>9,516.46</u></u>	<u><u>9,516.46</u></u>	<u><u>0.00</u></u>	<u><u>9,516.46</u></u>

**City of Valley Park**

30 - CID REVENUE ACCOUNT

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
	Revenue				
5190	Interest Earned	68.96	68.96	0.00	68.96
5260	CID Revenue	22,554.06	22,554.06	38,000.00	(15,445.94)
	Total Revenue	22,623.02	22,623.02	38,000.00	(15,376.98)
	Expense				
6052	COI-attorney-developer	0.00	0.00	5,000.00	5,000.00
6054	COI-developer	2,263.30	2,263.30	0.00	(2,263.30)
6998	Transfer to Debt Srvc Fund	10,123.39	10,123.39	33,000.00	22,876.61
	Total Expense	12,386.69	12,386.69	38,000.00	25,613.31
	Net Revenue over (under) Expenses	10,236.33	10,236.33	0.00	10,236.33
	Ending Fund Balance	10,236.33	10,236.33	0.00	10,236.33

## City of Valley Park

50 - Refunding Certs Series 2019 Lease Rev Fd

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Revenue					
5190	Interest Earned	98.91	98.91	0.00	98.91
5335	Transfer In	2.50	2.50	0.00	2.50
	Total Revenue	<u>101.41</u>	<u>101.41</u>	<u>0.00</u>	<u>101.41</u>
Expense					
6176	Debt Service	(87,819.71)	(87,819.71)	0.00	87,819.71
	Total Expense	<u>(87,819.71)</u>	<u>(87,819.71)</u>	<u>0.00</u>	<u>87,819.71</u>
	Net Revenue over (under) Expenses	<u>87,921.12</u>	<u>87,921.12</u>	<u>0.00</u>	<u>87,921.12</u>
	Ending Fund Balance	<u><u>87,921.12</u></u>	<u><u>87,921.12</u></u>	<u><u>0.00</u></u>	<u><u>87,921.12</u></u>

## City of Valley Park

51 - Refunding Certs of Participation Series 2019

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>YTD Budget - Original</u>	<u>YTD Budget Variance - Original</u>
6999	Expense				
	Transfer Out	2.50	2.50	0.00	(2.50)
	Total Expense	<u>2.50</u>	<u>2.50</u>	<u>0.00</u>	<u>(2.50)</u>
	Net Revenue over (under)	(2.50)	(2.50)	0.00	(2.50)
	Expenses	<u>(2.50)</u>	<u>(2.50)</u>	<u>0.00</u>	<u>(2.50)</u>
	Ending Fund Balance	<u>(2.50)</u>	<u>(2.50)</u>	<u>0.00</u>	<u>(2.50)</u>

## City of Valley Park

52 - Refunding Certs S/2010 Escrow Fd 2010B

0000 - General

0000 - General

From 7/1/2019 Through 6/30/2020

		Current Period Actual	Current Year Actual	YTD Budget - Original	YTD Budget Variance - Original
Revenue					
5190	Interest Earned	56,608.36	56,608.36	0.00	56,608.36
	Total Revenue	56,608.36	56,608.36	0.00	56,608.36
Expense					
6194	Principal Payment	149,941.25	149,941.25	0.00	(149,941.25)
	Total Expense	149,941.25	149,941.25	0.00	(149,941.25)
	Net Revenue over (under) Expenses	(93,332.89)	(93,332.89)	0.00	(93,332.89)
	Ending Fund Balance	(93,332.89)	(93,332.89)	0.00	(93,332.89)