



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
September 24, 2015
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. September 8, 2015, Study Session
2. September 8, 2015 Regular Session

F. APPOINTMENTS

1. Jaclyn Kirouac-Fram nominated for appointment to the Human Relations' Commission by Mayor Welsch.
2. Caryn St. Clair nominated for appointment to the Human Relations' Commission by Councilmember Carr.

G. SWEARING IN

1. Rubina Steward-McCadney was sworn into the Library Board in the City Clerk's office, replacing Susan Glassman.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

1. University City's 2015 property tax assessment

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval to grant authority to the City Manager to sign contract with Professional Irrigation Systems, to complete the Millar Park Field Renovation and Irrigation Project in the amount of \$85,471.00. The Municipal Park Grant Commission share will be \$72,650.35 and the City share will be \$12,820.65.
VOTE REQUIRED
2. Approval to award Ackert Plaza Renovation Project to RV Wagner, Inc. in the amount of \$141,512.00 with Great Rivers Greenway share will be \$25,000.00 and the Economic Development Retail Sales Tax share will be \$116,512.00.
VOTE REQUIRED

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9271** – An ordinance to enable the City of University City, Missouri to join Show Me Pace and to join Missouri Clean Energy District, pursuant to Section 67.2800 to 67.2835, RSMO, the “Property Assessed Clean Energy Act,” and stating the terms under which the City will conduct activities as a member of such districts.
2. **BILL 9272** – An ordinance amending chapter 610, Article I, Canvassers, Solicitors and Peddlers, of the City of University City Municipal Code, to add new sections governing Street Performers as provided herein.
3. **BILL 9273** – An ordinance amending certain provisions of the University City Municipal Code to comply with Missouri Senate Bill No. 5 (SB5) relating to penalties, court procedures, and speeding violations.
4. **BILL 9274** – An ordinance amending Chapter 140 of the University City Municipal Code, relating to miscellaneous administrative provisions, by enacting therein a new section to be known as “Section 140.025 Ambulance Transportation Service Contracts.”

Bill requested by Councilmembers Crow and Carr.

M. NEW BUSINESS

RESOLUTIONS

1. **Resolution 2015 – 21** Resolution approving 2015 annual property tax assessment rates.

BILLS

2. **BILL 9269** – An ordinance to authorize the City Manager to execute a contract between the City Of University City and the Missouri Highway and Transportation Commission providing for the improvements on various streets in University City.

N. CITIZEN PARTICIPATION (continued if needed)

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
Requested by Councilmember Carr and Crow
 - Gateway ambulance 15 minute delay on September 15, 2015
DISCUSSION & VOTE
 - Mold in Police Station
DISCUSSION & VOTE
 - Police staffing
DISCUSSION

P. COUNCIL COMMENTS

Q. ADJOURNMENT

UNIVERSITY CITY COUNCIL
STUDY SESSION
5th Floor of City Hall
6801 Delmar Blvd
September 8, 2015
5:30 p.m.

The City Council Study Session was held in the Council Chamber, 5th floor of City Hall, on Monday, September 8, 2015. Mayor Shelley Welsch called the meeting to order at 5:30 p.m. In addition to the Mayor the following members of the Council were present:

Councilmember Paulette Carr arrived at 5:35 p.m.
Councilmember Arthur Sharpe, Jr.
Councilmember Rod Jennings arrived at 5:45 p.m.
Councilmember Terry Crow
Councilmember Stephen Kraft

Councilmember Glickert was excused.

Also in attendance were the Community Development Director Andrea Riganti, Police Chief Charles Adams, Police Captain Carol Jackson, Dan Redstone from Redstone and Associates and Chris Chiodini and Lou Chiodini from Chiodini Architects.

Mayor Welsch called the meeting to order at 5:30 p.m. She asked if there were any changes to the upcoming meeting's agenda.

City Manager Lehman Walker stated he would like to remove Bill 9269 under Unfinished Business..

Mayor Welsch turned the meeting over to City Manager Lehman Walker who said the study session was to discuss background information on University City Police Department Facility Analysis prepared by Chiodini Architects.

Community Development Director Andrea Riganti introduced participants, Chief Adams, Captain Jackson, Dan Redstone from Redstone and Associates and Chris Chiodini and Lou Chiodini from Chiodini Architects who performed the University City Police Department facility analysis. Ms. Riganti provided a brief background:

- City Hall was constructed in 1903 for the purpose as a printing facility and not as a police facility.
- Converted for police and fire in 1938
- Fire department was relocated in 2013 due to the conditions of the facility

Ms. Riganti turned it over to Captain Jackson who gave an overview of the police department and its operation.

Captain Jackson noted:

- University City is one of the largest police departments in St. Louis County.
- Police department has three bureaus - Investigations, Field Operations and Services
- The department receives over 2300 - 911 calls per month
- The department receives over 56,000 calls for year for service

- The department processed over 2300 prisoners in a one year time frame
- Facilities have been maintained on a piecemeal basis, working on plumbing and electrical when needed to keep it working
- Police department has been recognized for being, *Proficient Efficient and Professional* to the point of being recommended to take over policing in other municipalities
- Safety issues are a concern to the department
- It is of concern to present officers and for recruitment of new officers to see other municipalities with new and updated facilities.

Ms. Riganti noted that the City has been aware of the facility's problems since 1980 when a study was performed revealing several of the environmental and facility issues that are still prevalent today. A bond issue was presented to the City for upgrades to the facility and it failed. Since that time funds have been made available to band-aid problems but the City cannot continue to do that.

Daniel Redstone noted the study was to determine what it is for that the department needs to operate an efficient facility. He noted that safety is paramount in the design of a new facility.

Noted safety issues were:

- Lack of secure separation between staff and public
- Lack of separation of prisoner processing and police operations
- Inefficient, unsafe, unsecure work flow and departmental adjacencies
- Unhealthy and unsafe work environment – mold, mildew, water infiltration and structural deficiencies
- Lack of secure prisoner transport to cells
- Lack of ADA compliance
- Cells that do not comply with current standards
- Evidence processing area that is not contiguous and is inefficient
- Evidence storage that is not contiguous, lacks proper security and ventilation and provides inadequate space
- Municipal court location – concern about the security of documents when moving to court location

The basic needs assessment was done after interviews, meetings and questionnaires in order to define what University City's Police Department needed going forward. He noted that a new building or a renovation of the present building would be a decision for the City Council to decide.

It was noted that the accreditation of the police department is dependent on the condition of the department's building, which is addressed in Senate Bill (SB5). In order to meet the certification criteria there are certain areas that require brick and mortar to complement the procedure.

The physical/environmental conditions of the police department are:

- Antiquated systems – efficiency, parts, dirt and mold
- Absence of fire protection system
- Continual water infiltration
- Continual microbial/mold issues
- Continual structural deterioration
- Asbestos/lead containing materials
- Continual pest infiltration

Not in compliance with:

- Building code
- Essential services/Seismic Code compliance
- ADA accessibility compliance
- Energy standards compliance
- State/National police facility operational guidelines

The basic operational needs of the department are:

- Safety and security: site and facility
- Separation of traffic flow: police/public/prisoner
- Consolidated evidence processing and storage
- Consolidated prisoner processing and holding
- Work flow efficiencies and adjacencies
- Co-location of Municipal Court

Chiodini Architects passed out questionnaires specific to this project, followed by departmental groupings and interviews for the space needs analysis. From this the architects came up with the square footage needed for an efficient functional operation. The estimate for the annex renovation in 2016 cost is \$25,238,648.00, plus a separate cost to temporarily house the police department and records. The estimate for construction of a new police department facility is \$12,463,387.00, plus land cost.

Ms. Riganti noted the City has known of the existing operational and facilities issues for thirty-six years with the existing annex. She noted that they expected some refinements to both the cost and space analysis. Two options were presented for the City and Council to discuss the next steps. The City has set aside seven million dollars in reserves in anticipation of the need for a new or upgraded facility. The question is where the City will find the additional funds needed. The proposal is to hold several informational meetings about the options to seek feedback from the residents as to their preferred option and what the funding mechanism would be. If the preferred option would be a new facility, the next question would be what should be done with the annex, an historical structure. In October, a survey will be distributed door-to-door to the public with results brought back to Council at the end of October or beginning of November.

Questions:

- Need of space for bulk evidence storage. *Needed due to size and volatility of some objects.*
- Are there better and best versions provided in analysis. *There were no wishes presented.*
- Time frame for construction or rehabilitation of annex. *Three years for a new building and renovation would be in excess of that with move in and move out.*
- Cost to move department and dispatch out and back in. *The big cost would come from moving the dispatch but the consultants had no estimate of cost.*
- Cells made with glass surrounding instead of bars. *Tempered glass has been used for the past fifteen years instead of bars, making it easier to view any events within cell.*
- Can the Police Department be in more than one facility? *Transportation of prisoners and records between buildings is not good for security reasons.*

- How many prisoners the department had last year and asked if they were just from U City arrests. *The arrests were just for U City. Does the City charge the prisoners in custody? The prisoners are not charged for their incarceration.*
- When asked to take over several other municipalities was this turned down and by whom? *It was not turned down. The consolidation was a recommendation not a formal request.*
- Have there been any prisoner escapes? *Only two remembered, in Chief Adams' long tenure with the department. Chief noted that the building does not suit what the police need to do every day. We still have police officer's and staff working in this building. He noted we still have to arrest people, we still have to serve and protect and we still have to dispatch EMS, fire and police. Chief stated that this study has been going on for a year now. It will be another year to decide what will be done and another two or three years construct or reconstruct a new police station. We will still be in the building. We have shut down the third floor because of the wetness, mildew and mold. We cannot use the basement when it rains because of water seepage. We do not use the fire department because it has already been deemed not suitable for use. We need a facility to promote good health and a more efficient facility for the department's employees. We have a lot of people in that building that work for you.*
- What is the possibility of obtaining outside funds as through grants? *Seeking federal, state or local fund grants has been explored but nothing was available.*
- Will University City be in the court business in the future with all changes being suggested? *A phased-in design was suggested, with the space needed for court added later if needed. This could cut the cost at the beginning. Most likely the change in the court system will be in streamlining process and procedure to be consistent and function the same with all cities.*
- How long will the estimated price exist. *Costs rise approximately five percent a year so by time construction could start it could be five to ten percent higher.*
- Chief was asked if he would prefer one approach over the other. *Chief Adams noted that there would be a lot more to consider if the existing building is renovated, and the cost is double that of a new building. He stated that we have lost police officers and recruits to cities with better facilities.*
- Does a new construction contain a shooting range? *Yes but smaller.*

Mr. Walker stated that after the public events and survey tabulations the City would be coming back to Council with recommendations.

Meeting was adjourned at 5:26 p.m.

Joyce Pumm, City Clerk, MRCC/CMC

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
September 8, 2015
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Tuesday, September 8, 2015, Mayor Shelley Welsch called the meeting to order at 6:30 p.m.

B. ROLL CALL

In addition to the Mayor the following members of Council were present:

Councilmember Rod Jennings
Councilmember Paulette Carr
Councilmember Stephen Kraft
Councilmember Terry Crow
Councilmember Arthur Sharpe, Jr.

Councilmember Glickert was excused.

Also in attendance was City Manager, Lehman Walker.

C. APPROVAL OF AGENDA

Mr. Walker requested that Bill Number 9269 under Unfinished Business be removed from the agenda.

Voice vote to approve the agenda as amended carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. August 3, 2015, Regular Session Minutes were moved by Councilmember Sharpe and were seconded by Councilmember Jennings.

Councilmember Crow requested the minutes be amended to include the following comment made by Councilmember Kraft; *"The woman who got up and spoke was convicted of assaulting my wife. The case is being appealed."* Seconded by Councilmember Carr.

Councilmember Carr requested that the minutes be amended to include the following statements:

Item 4 under the City Manager's Report.

(a). *"Mayor Welsch stated that there are a number of requests to speak for the next item, therefore she wished to proceed with Council speaking first, the public next, and then back to Council. She reminded members of Council that their remarks should be limited to 10 minutes, which includes all questions."*

(b). *"Councilmember Carr asked whether the emails she had received from residents asking that she read them on their behalf be added to the list of speakers? Mayor Welsch stated that since there are so many residents in attendance who have requested to speak, it would be appropriate to note the author, their position, and then place them in the*

record. Councilmember Carr asked if someone from the audience could read the emails. Mayor Welsch stated that they could."

Other Discussions/Business:

- (a). "Councilmember Carr further stated that she did not feel the Mayor should put the responsibility for not following up on the clarification of her misrepresentation of the City Attorney's."
- b). Councilmember Carr stated that she knew she was going to be bullied, and that this was going to be a raw deal for her constituents. She concluded by saying that she was going to save Rule Number 24 for another day, but this misrepresentation of the opinion of the opinion of the City Attorney on Rule 24 was unconscionable."

Voice vote on both motions to amend carried unanimously.

F. APPOINTMENTS

- 1. Rubina Stewart-McCadney was nominated for appointment to the Library Board by Councilmember Jennings, was seconded by Councilmember Sharpe and the motion carried unanimously.
- 2. Julianne Niemann, Matthew Fillo, Steven McMahon and Edward McCarthy and Frank Reedy were nominated for reappointments to the Retirement Commissions by Councilmember Crow, were seconded by Councilmember Carr and the motion carried unanimously.
- 3. Michael Waxenberg was nominated for appointment to be Chair for the Civil Service Commission by Councilmember Glickert and was seconded by Councilmember Kraft.

Councilmember Carr questioned whether a specific process is used to determine which member of Council can make a nomination for the Chair of the Civil Service Board? Mayor Welsch stated that any Councilmember can make the nomination. However in this case Councilmember Glickert decided to make the nomination since he is the Council Liaison to the Civil Service Board.

Voice vote on Councilmember Glickert's nomination of Michael Waxenberg to be Chair of the Civil Service Board carried unanimously.

G. SWEARING IN

- 1. Bob Wilcox was sworn in to the CALOP commission.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Elsie Glickert, 6712 Etzel, University City, MO

Ms. Glickert stated that, a review of the U City Fire Department and their union, is in order. She stated that prior to the union's arrival, the department was a group of community-minded men who were well respected by citizens. However a different set of dynamics occurred after the union entered the picture in 1977. Ms. Glickert provided a brief overview of the union's attempts to influence this City's administration and challenged the media to conduct an audit of the Firefighters' Union to determine how their monthly contributions are being spent.

Jeff Hales, 7471 Kingsbury, University City, MO

Mr. Hales stated citizens raised significant concerns and asked to delay consideration on the recommendation to enter into a contract with Gateway until those questions and concerns could be resolved. In lack of a response citizens have called town hall meetings to discuss their concerns.

Mr. Hales read a quote from the Mayor's 2010 campaign materials into the record: "I promise to you that as Mayor I will tackle these tough issues head-on and will solicit your input in the process. I intend to fight for you and for an administration that is focused on truth."

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transparency and inclusion. No more surprises that affect you, your family and pocketbook. We will have open discussions about the issues we face as a community, and how to best address them in a way that reflects your concerns and priorities. " Volunteers of U City United are seeking the support of everyone to sign the petition to recall Mayor Shelly Welsch.

Bart Stewart, 714 Harvard Avenue, University City, MO

Mr. Stewart stated that five members of Council have shown their disdain for public input on outsourcing the City's ambulance service.

Mr. Stewart noted a recall Kraft petition was also available for residents' signatures.

Barbara Chicherio, 720 Harvard Avenue, University City, MO

Ms. Chicherio announced the public's effort to institute the U City Heritage Sites Initiative. This petition contains a proposed Charter amendment that identifies seven historical City-owned properties seeking to restrict their sale or demolition without a vote by the citizens. This petition was available for residents' signatures.

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

Mr. Walker advised Council and members of the public that Mr. Richard Wilson, Director of Public Works and Parks, is retiring September 16th, and this will be his last Council meeting. He stated that Mr. Wilson has done an excellent job and on behalf of the City's administration and would like to wish him well in his retirement.

Mr. Wilson thanked everyone for the opportunity to work for U City. He stated that this has been one of his more pleasurable responsibilities. Although he faced many challenges, his belief is that he was able to make improvements that will last for many years. He stated that he had a very special group of employees who always provided him with needed information and always willing to do whatever it was that needed to be done. Mr. Wilson stated that this City is important to its residents, so he wishes Council the best, and hopes that everyone can come together and accomplish great things.

1. Approval of a six-month extension for the Conditional Use Permit (C.U.P.) for 7290 Olive Blvd. 1166 Midland Blvd. – U-Haul International, Inc.

Councilmember Jennings moved to approve and was seconded by Councilmember Sharpe.

Councilmember Carr asked Mr. Walker if the groundbreaking had occurred for this development. Mr. Walker stated that it had not occurred.

Voice vote on Councilmember Jennings' motion carried unanimously.

2. Approval to award Ackert Plaza Renovation Project to RV Wagner, Inc. in the amount of \$141,512.00 with Great Rivers Greenway share would be \$25,000.00 and the Economic Development Retail Sales Tax share would be \$116,512.00.

Councilmember Sharpe moved to approve and was seconded by Councilmember Jennings.

Councilmember Carr stated that she would like to see some additional drawings in order to understand what the City is paying for. *Mr. Walker stated that staff would be able to provide Council with the information.* Councilmember Carr asked if the recommendation could be delayed until after the information is received. *Mr. Wilson stated that although it could be*
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delayed, his advice would be to approve it tonight. He stated that the funds are being utilized to address safety issues, improve background lighting, the addition of a floodlight and a landscaped bed in the location of the four trees. Councilmember Carr questioned whether the improvement would include strings? Mr. Wilson stated that there will be brick strings and a platter.

Councilmember Carr stated that it is still her belief that Council was not provided with enough information to render a vote at tonight's meeting.

Councilmember Crow stated that Mr. Wilson should provide Council with drawings prior to the vote. *Mr. Wilson stated that he would be amenable to the delay and can provide the drawings tomorrow.*

Councilmember Carr made an amended motion to postpone approval until the next meeting and was seconded by Councilmember Crow.

Councilmember Jennings questioned whether there would be a cost increase or unexpected costs incurred as a result of approving the motion to postpone? *Mr. Walker stated that there would be no consequences in doing so.*

Voice vote on Councilmember Carr's motion to postpone carried unanimously.

3. Approval to award for the leaf collection services to Hendel Lawn Care Inc. in the amount of \$140.00 per hour.

Councilmember Crow moved to approve and was seconded by Councilmember Sharpe.

Councilmember Carr stated that this recommendation requires approximately \$65,000 of fund reserves, therefore she would like to know how much money was available in reserves? *Mr. Walker stated that he would have to provide that information to Council subsequently.* Councilmember Carr asked if there was enough to cover this award. *Mr. Walker stated that there was enough money.*

Voice vote on Councilmember Crow's motion carried unanimously.

4. Approval of expenditures of \$65,658.87 to City of Clayton for reimbursement on their 2015 Residential Resurfacing Project work on University City streets. Funding for this project will be \$42,142.85 from Fund Reserves and \$23,516.01 from Street Construction

Councilmember Carr moved to approve, was seconded by Councilmember Sharpe and the motion carried unanimously.

5. Approval to grant authority to the City Manager to sign contract with CDG Engineers for Bridge Reconstruction Project at Kingsland Ave. over northeast branch of River des Peres for a maximum compensation of \$245,000.00. Project is grant funded with the City's portion being 20 percent, \$49,000.00 and MoDOT responsible for 80 percent or \$196,000.00.

Councilmember Jennings moved to approve and was seconded by Councilmember Sharpe.

Mayor Welsch stated that she had asked for a clarification on whether or not there is a penalty clause in this contract for non-performance? *Mr. Walker stated that this project deals with the design only, but the construction contract will have a penalty clause in the event work is not completed within a certain period of time.*

Voice vote on Councilmember Jennings motion carried unanimously.

6. Approval to award a contract to Key Equipment for a street sweeper in the amount of \$185,780.00.

Councilmember Sharpe moved to approve and was seconded by Councilmember Jennings.

Councilmember Carr asked where the funds would come from for this contract. *Mr. Wilson stated that this item was included in the FY-16 Capital Improvement Sales Tax budget.*

Voice vote on Councilmember Sharpe's motion carried unanimously.

7. Approval to grant authority to the City Manager to sign a contract with EDSI, Inc. for Forsyth Boulevard Improvements Project not to exceed \$215,272.00: \$146,981.99 for design services and \$68,291.00 for construction engineering services. City's grant match of 20 percent or \$43,054.40 and MoDOT's match of 80 percent for \$172,217.60.

Councilmember Sharpe moved to approve and was seconded by Councilmember Jennings.

Councilmember Crow asked Mr. Walker if there was a connection between this item and Bill 9269 that was removed from the agenda. *Mr. Walker stated that there was no connection.*

Voice vote on Councilmember Sharpe's motion carried unanimously.

8. Approval to grant authority to the City Manager to sign a contract with MSW Marketing to assist the City with creating the layout and publishing of City publications for a \$4,150.00 monthly retainer fee.

Councilmember Kraft moved to approve and was seconded by Councilmember Sharpe.

Councilmember Carr asked Mr. Walker what had happened to Brighton's proposal for services. *Mr. Walker stated that Brighton did not resubmit a proposal.* Councilmember Carr asked if the monthly retainer fee would equal the \$50,000 previously paid to Brighton. *Mr. Walker stated that the fee represents the same amount paid to the previous firm.*

Voice vote on Councilmember Kraft's motion carried unanimously.

9. Approval to grant a liquor license, including Sunday sales, to Nex Gen – Delmar LLC dba Doughocracy at 6394 Delmar Blvd.

Councilmember Crow moved to approve, was seconded by Councilmember Sharpe and the motion carried unanimously.

10. Approval to grant authority to the City Manager to sign proposal with STL Composting to haul City's leaves and yard waste to their property.

Councilmember Sharpe moved to approve and was seconded by Councilmember Kraft.

Councilmember Carr posed the following questions to City staff:

1. Will this proposal eliminate the distribution of free mulch? *Mr. Walker stated that it would.*
2. How will the City supply mulch for its own gardens? *Mr. Wilson stated that the City does not deliver free mulch. The City would pay STL Composting to haul the leaves away and the City would supply U City In Bloom with 1,000 yards of mulch for a negotiated price of*

\$9,000. He stated that residents will also have the option of having mulch delivered to their home.

3. Is the City's rate \$35.00 per load? *Mr. Wilson stated that the City charges \$35.00 for delivery, plus \$8.00 for every yard of mulch.*
4. Is it correct that STL Composting's delivery fee is \$80.00? *Mr. Wilson stated that it was.*

Councilmember Carr stated that even though she understands that the City has a shortage of land needed to produce mulch, which is yet another loss of services for residents. Therefore she would like to see this issue discussed at a public hearing before a final decision is made.

Councilmember Crow stated that not only a loss of service, but the City is passing on another fee to its citizens. He asked if this proposal had been reviewed by any of the City's Commissions. *Mr. Wilson stated that it had been discussed by the Green Practices Commission.*

Councilmember Kraft stated that as the liaison to both Green Practices and the Park Commissions, he can report that this item has been under consideration for roughly two years. The problem that Green Practices was concerned with is that the size of the mulching facility is so small that it's polluting River des Peres. He stated that multiple alternatives were explored; sharing a facility with Wellston or the City of Clayton, neither of which were doable. Councilmember Kraft stated that his wife is a major consumer of U City's mulch since it is part of her business.

Councilmember Crow stated that if Councilmember Kraft's wife is one of the largest consumers then his belief is that this proposal creates a conflict of interest to him.

Councilmember Kraft stated that his wife has been getting it for free, so there is no conflict of interest. He also noted that MSD and the State of Missouri are not happy with the City's current facility.

Councilmember Crow stated that over the years he has learned that when somebody says an issue was discussed by a commission, but no vote was taken, there is cause for concern. He stated this recommendation should be postponed until both the Parks and Green Practice Commissions have had an opportunity to discuss it, take a vote and render their recommendation to Council.

Councilmember Carr concurred with Councilmember Crow's suggestion to postpone, and in addition, asked that a public hearing be held.

Councilmember Jennings made an amended motion to postpone for 45 days until further alternatives have been investigated by City staff and Green Practices and was seconded by Councilmember Kraft.

Councilmember Kraft stated that he is not 100 percent certain that Green Practices did not vote on this proposal, but was certain that this issue has been open for public discussion during their meetings.

Councilmember Carr asked whether this proposal had been discussed by the Parks Commission. Councilmember Kraft stated that it had been discussed, but he is almost certain that no vote was taken.

Councilmember Jennings stated that he would like specifics on what the cost would be to abate the pollution, downsize or relocate to another area within the City.

Voice vote on Councilmember Jennings' motion to postpone this issue for 45 days carried unanimously.

Mayor Welsch stated that as staff gathers this information, she would like everyone to be clear about the fact that the City has been in violation of the Clean Water Act for years. Currently the City utilizes 1.2 acres of land versus the recommended 15 acres. She stated that she loves U City's mulch, but she also loves the environment, and the Green Practices Commission has made a commitment to clean up River des Peres.

L. UNFINISHED BUSINESS

BILLS

1. BILL 9269 – Was Removed

Introduced by Councilmember Sharpe

2. BILL 9270 - An ordinance to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials; containing an emergency clause.

Mayor Welsch stated that this bill contains an emergency clause, so all three readings will be conducted tonight.

Bill 9270 was read for the first, second and third time.

Councilmember Carr moved to approve Bill 9270 and was seconded by Councilmember Kraft.

Councilmember Crow asked if Council knew this was a pending issue when the August meeting was cancelled. Mayor stated that she did not have an answer to the question, but does know that this is an issue that must be addressed every two years.

Roll Call vote was:

AYES: Councilmembers Kraft, Crow, Sharpe, Carr, Jennings and Mayor Welsch.

NAYS:

BILL 9270 carried unanimously and became Ordinance 6997.

M. NEW BUSINESS

RESOLUTIONS

BILLS

Introduced by Councilmember Sharpe

1. BILL 9271 – An ordinance to enable the City of University City, Missouri to join Show Me Pace and to join Missouri Clean Energy District, pursuant to Section 67.2800 to 67.2835, RSMO, the "Property Assessed Clean Energy Act," and stating the terms under which the City will conduct activities as a member of such districts. Bill 9271 was read for the first time.

Councilmember Carr asked if this was just for City properties or for all residents.

Councilmember Kraft stated that the Green Practices Commission, which did vote to endorse this bill, recommends that it pertain to private, commercial and possibly City or Government owned properties. Councilmember Carr asked if there were penalties associated with individuals who decide not to participate. Councilmember Kraft stated that this is a loan program where participants can borrow money for energy or ecological upgrades. The loan mechanisms and legalities can be tricky, but it has the potential for a lot of possibilities. He stated that the City may have had a previous ordinance, but it was a specific Pace Program which no longer exists. This ordinance offers more than one program, so you can shop around and determine which program works best for you.

Councilmember Kraft stated that it also provides an opportunity for the City to access funds and pay it back through the savings.

Councilmember Crow asked who submitted this to the City Attorney. *Councilmember Kraft stated that City staff had submitted it.*

Introduced by Councilmember Sharpe

2. **BILL 9272** – An ordinance amending chapter 610, Article I, Canvassers, Solicitors and Peddlers, of the City of University City Municipal Code, to add new sections governing Street Performers as provided herein. Bill 9272 was read for the first time.

Introduced by Councilmember Jennings

3. **BILL 9273** – An ordinance amending certain provisions of the University City Municipal Code to comply with Missouri Senate Bill No. 5 (SB5) relating to penalties, court procedures, and speeding violations. Bill 9273 was read for the first time.

Introduced by Councilmember Crow

4. **BILL 9274** – An ordinance amending Chapter 140 of the University City Municipal Code, relating to miscellaneous administrative provisions, by enacting therein a new section to be known as “Section 140.025 Ambulance Transportation Service Contracts.” Bill requested by Councilmembers Crow and Carr. Bill 9274 was read for the first time.

Citizen's Comments

Melanie Bruder, 7815 Gannon Avenue, University City, MO

Ms. Bruder stated that she is not a member of a special interest group. She expressed her support for Bill 9274 and asked that Council give it their full consideration.

Thomas Jennings, 7055 Forsyth, University City, MO

Mr. Jennings provided a summary of his experience with the excellent service provided by U City's ambulance service and expressed concerns that residents would no longer have this same type of service. He stated that it was embarrassed by the way this issue was handled.

Council's Comments

Councilmember Crow stated that he appreciated everyone who continued to come to these meetings and hoped that everyone will come back to the next meeting when the vote is conducted. For the record, he noted that this ordinance had been submitted to the City Attorney, City Manager and City Clerk.

Councilmember Crow stated that public safety must be a foundation for each and every one of its residents. Therefore this ordinance was created to:

- Hold Gateway responsible
- Ensure that Gateway is complying with the law
- Ensure residents be informed prior to fees being increased
- Require management to re-implement a plan for emergency medical transport service in the event Gateway's plan does not work
- Renegotiation the City's Mutual Aid Agreement
- Ensure that any issues with respect to the use of radios is resolved

Councilmember Carr stated that one reason she supported this ordinance is because of the major policy change. She explained why each component was necessary and provided a few details.

- With respect to the City's shrinking workforce, currently there are four firefighters on one truck, three on another truck and one command vehicle.
 - Several members of Council continue to point fingers at the union, when the problem
- September 24, 2015

stems from decisions made by this administration.

- The contract states that Gateway can use the City's license for Emergency Communication Commission radios. It is clear that no one can use the City's license.
- The contract also states that the City should not subsidize Gateway, when in fact, the City's purchase of radios for Gateway constitutes a subsidy.
- An email from the City of Clayton, between Chief Long and Chief Thorpe, states EMS Mutual Aid will stop.
- An email from Mr. Greg Pace to elected officials and staff, with regard to Clause G; Maintaining EMS Mutual Aid Agreements, depicts the following statements by Mr. Pace; *"I support the intent of the clause,"* as well as, *"I urge the City to arrange for Abbott and Christian Hospital to serve as a backup 911 EMS providers for U City. Insurance is always good and if we need to throw them a few grand to sign an agreement then that would be money well spent."* But again, the City's contract with Gateway specifically states that U City will not subsidize.

Councilmember Carr encouraged residents to attend the next meeting. She stated that this ordinance attempts to fix something that does not work.

Councilmember Kraft suggested that the information requests contained in clauses A, B and C, be provided on an annual basis versus semi-annual.

With respect to costs, he noted that whether you're a for-profit or not-for-profit Medicare and Medicaid sets their own fees, so providers have no ability to negotiate. The same is true with respect to insurance companies; Gateway cannot balance-bill over what an insurance company has allowed for their rate.

Councilmember Kraft stated that Federal Laws are quite clear that if you are being treated in an emergency situation hospitals and ambulance service are required to treat you first and then inquire about insurance.

Councilmember Crow stated that he would consider Councilmember Kraft's suggestion, but if it is so simple to do it annually, then it should not be hard to provide the same information twice a year. He noted that Councilmember Kraft did state one thing of importance; whether you have a high deductible or a low deductible is between you and your insurance company. This is one more time where this City has decreased services and increased costs.

N. CITIZEN PARTICIPATION (continued if needed)

Chris Paavola, 7321 Amherst Drive, University City, MO

Mr. Paavola stated that he was speaking on behalf of U City Needs Me, an independent initiative of non-profit and for-profit organizations serving U City, with a mission to develop creative ways to lead a positive conversation about the City's future.

He stated that U City Needs Me mailed out approximately 13,000 cards to residents asking about their hopes for the future of U City. These responses are available on the organization's website and once they have been analyzed, a list will be created to illustrate the most prevalent of those needs and expectations. Mr. Paavola stated that the list will be revealed at the Heman Park Community Center on October 3rd, between 5 and 8 p.m., and invited everyone to attend. Partner organizations have been asked to provide presentations on how they can best address the needs identified by this campaign

Laurine Polsky, 520 North and South Road, University City, MO

Ms. Polsky stated that she was a pediatric nurse for 40 years at Children's Hospital and has had numerous encounters with Gateway and stated the only thing they know how to do is to transport. She then posed the following questions:

1. How will one paramedic be able to perform CPR, get an airway open, conduct cardiac chest compressions and start an IV?

2. Will Gateway's ambulances be equipped with the type equipment needed to provide pediatric care?

Greg Pace, 7171 Westmoreland, University City, MO

Mr. Pace stated that he would like to address several issues brought up at tonight's meeting.

- The County owns the ECC license, not the City, so no licensing is required.
- In the agreement, the ECC agrees to transfer ownership of the subscriber radios to U City.
- Currently the City owns these radios and the plan is to loan them to Gateway, so no financial subsidy is involved.
- In this contract the prohibition on ownership states that U City shall not transfer, sell, give or otherwise dispose of the radios, but it does not prohibit a loan.
- The Director of the ECC has already agreed that U City has the right to loan these radios to Gateway.
- Should there be a default in the agreement, the process requires written notice. If no written notice is received the default will proceed to mediation and/or court within 90 days.
- The ECC has initiated no process under this contract to indicate that U City is guilty of any violations.
- The first 37 calls from Gateway's August report indicated a response time of 3 minutes, 20 seconds. U City's fire-based ambulance's response time was 4 minutes, 46 seconds based on an average of 8,000 calls. Although 37 calls does not a statistically valid model make, he is sure that it is a hint of what residents should expect to see once the contract is initiated.
- U City will continue their policy of sending out an ALS pumper with four paramedics on all life-threatening calls.
- The contract also states that when U City's paramedics are on-site; they shall be in control and have the right to ride in the ambulance, if they so desire.

Mr. Pace stated that he has worked with Mr. Wilson on various projects and wished to thank him for his service.

Sarah Heyman, 738 Harvard, University City, MO

Ms. Hayman posed the following questions:

1. Would Council be willing to take up the issue of PILOT; (Payment In Lieu of Taxes), with Washington University to help augment the City's financial needs? She stated that all large universities that hold substantial endowments are now required to pay surrounding municipalities a sum close to or equal to the amount that the taxes would be for services, and Clayton has recently started to receive PILOT from Wash U.
2. Why is the City not utilizing the old library as the courthouse? She stated that every week staff is required to take everything to Heman Community Center, as opposed to next door, where customarily records, books and meetings have been maintained.

Felix Simmons, 752 Radcliff, University City, MO

Mr. Simmons stated that the free mulch is yet another service that differentiated U City from other municipalities. As a voting member of the public, all he would ask for is transparency and to be provided with enough information to form his own opinions. He then asked if anyone could provide an answer to the question about Mutual Aid.

Bart Stewart, 714 Harvard Avenue, University City, MO

Mr. Stewart posed the following questions:

1. Did the five members of Council that voted to approve Gateway's contract sit down to discuss whether the contract was good for the City?

- Has discussion with medical and financial professionals that live in U City taken place to determine if this contract would equate to a cost-savings.
- 2. Are the cost-savings really worth the reduction of services?
- 3. Is it appropriate for elected officials to only answer questions from a select group of constituents?
- 4. Isn't the purpose of conducting a public meeting to provide citizens with information about upcoming recommendations that are being considered?
 - Councilmember Jennings went on social media stating some residents were simply uninformed.

Judith Gainer, 721 Harvard, University City, MO

Ms. Gainer posed the following questions:

1. Why was the Annex building allowed to deteriorate?
2. Why is Mr. Pace the chief spokesman and advocate for this contract with Gateway?

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed

Mayor Welsch made the appointments that were needed.

2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

- Change September 21, 2015, Council meeting to Thursday, September 24, 2015. Requested by Mayor Welsch and Councilmember Jennings.

Mayor Welsch stated that the City's tax rate must be approved during the last meeting of this month, and she and Councilmembers Sharpe and Jennings will be out of town at the Missouri Municipal League's Annual meeting and it is at this City Council meeting where Council approves the annual tax rate. The numbers for calculating next year's tax rate are not available to the City until right before the last meeting of September. Mayor Welsch noted that she and Councilmember Jennings would like Council to have more than four people voting on approval of the 2016 tax rate.

Councilmembers Kraft and Crow stated that they would be out of town on the twenty-fourth.

Councilmember Carr stated that her preference would be to hold the meeting on the twenty-first since the Advisory Board for Washington University is prepared to deliver their report that day.

Mayor Welsch stated that her hope was that the report would be presented to Council as a whole.

Councilmember Kraft asked whether the twenty-eighth would be a better date.

Mayor Welsch asked Mr. Walker if Council met on the twenty-eighth if that would be okay with the County tax rate submittal deadline. Tina Charumilind, Director of Finance, advised Mayor Welsch that the deadline for submitting the tax rate to St. Louis County is October 1st.

Councilmember Crow stated that he believes the community is getting tired of Council moving the meeting dates around and that Council should hold themselves accountable to the calendar that they established. He stated that the constant requests to change meeting dates leads him to believe that there is a desire to reduce the number of residents in the audience.

For the record, Mayor Welsch stated that the only one meeting had been changed – the August meeting; Council as a whole last October agreed to eliminate the second meetings during the months of July, August and December.

Councilmember Carr stated that the last meeting in August was moved to a week earlier, wherein she, Councilmember Crow and the residents were ambushed with the Gateway contract. So she is less than willing to change the date. Councilmember Carr stated that over a year ago Council agreed to allow video-conferencing for meeting, but to date it has not been implemented.

Mayor Welsch informed Councilmember Carr for the record that the City does have the technology to conduct meetings remotely.

Councilmember Jennings stated that he would be amenable to the twenty-eighth, because the Missouri Municipal League (MML) is an important meeting where municipal officials learn about the fundamentals of being an elected official and other upcoming legislation.

Councilmember Sharpe stated that U City does not have a strong presence at MML. However he has served on the Board of Directors, been chairman of a committee, and currently is on the Governing Board, so he is married to the MML. He stated that there were also two former members of Council, whose pictures are up on the wall, who served as presidents. So for anyone to indicate something about not being on the up and up is ludicrous. Councilmember Sharpe stated that every member of this Council should participate in the MML because of the value it brings to U City and its residents.

Councilmember Crow stated that he has to ask the question; what do you think the people on the wall would think of this Council? He stated that any suspicion was created by the actions taken in August, which has nothing to do with the MML. But after being on Council for almost eight years, he did not remember receiving a report from a member of Council who attended one of these meetings.

Point of Information: Councilmember Kraft stated that September 28 is a Jewish holiday and the meeting date could not be moved to that date. He asked if both Mayor Welsch and Councilmember Sharpe are absent, would the Chair go to the senior Councilperson. *Mayor Welsch stated that it would go to Councilmember Glickert.*

Councilmember Carr informed Councilmember Sharpe that her statement had nothing at all to do with the MML.

Councilmember Jennings made a motion to move the September 21st Council meeting to September 24th.

Mayor Welsch stated that in the event of a tie vote, the motion is defeated and the meeting will remain on the twenty-first.

Roll Call vote was:

AYES: Councilmembers Sharpe, Jennings and Mayor Welsch.

NAYS: Councilmembers Carr, Crow and Kraft.

Councilmember Sharpe asked what would happen if there is no quorum for the meeting on the twenty-first? *Mayor Welsch stated that the meeting would be cancelled. But, if for some reason that should occur, the meeting will have to be rescheduled later that week or the next week because Council must approve the tax rate by October 1st.*

- **Fatigue and safety consideration in 48 hour firefighter shifts. Requested by Councilmembers Kraft and Jennings.**

Councilmember Kraft stated that he shares everyone's concerns about safety and this is a parallel issue related to the firefighters.

There is a firefighter culture in the St. Louis region where workers on 48 hours shifts are a danger to firefighters and citizens, and it's time to start the discussion to change that culture. Changing a culture is hard. There was a time when it was a part of the football culture for players to continue playing despite debilitating concussions. Change occurred only after the data showed the detrimental effects of repeated traumatic brain injuries. The long hours of the medical culture only changed when data showed that tired caregivers provide poor quality care.

Sleep-deprived people function like they are drunk. Expert consensus statements on truckers in the transport industry state that *"Sleep deprivation is the largest cause of transport accidents, even compared to drug and alcohol abuse. Limiting work hours can prevent these accidents."* Federal rules now limit the hours that truck drivers can drive and medical interns can work.

There are multiple studies on the subject of firefighter/EMS workers and fatigue, and the Federal Government has summarized these studies at the National Highway and Transportation Safety Administration's website as follows: *"Fatigue in emergency medical service EMS systems: not only is severe fatigue present in 50 percent of the EMS providers surveyed, but the drowsy or fatigued EMS providers are substantially more likely to be injured on the job, commit a medical error or perform a safety-compromising behavior"*.

Councilmember Kraft stated that he found the Minneapolis Fire Study (MFS), to be one of the most persuasive. The MFS is a controlled experiment with two full years of data in a department of 489 employees covering 59 miles and serving 383,000 people. They respond to about 35,000 calls per year. The Department was divided into two groups, one group worked 48 hour shifts and the other worked 24 hour shifts. The results after two years were so compelling that Minneapolis stopped 48 hour shifts. When comparing the two shifts, the 48 hour shift had 42 percent more disciplinary actions, 18 percent more sick leave, 18 percent more work-related injuries, 38 percent more motor vehicle accidents and a 6 percent slower turnout time. Even more interesting is the fact that for the 48 hour shift they compared the first 24 hours to their second 24 hours. What they found is that the second 24 hours of a 48 hour shift had 112 percent more motor vehicles accidents and 44 percent work-related injuries.

Currently U City's firefighters work 48 hour shifts, and it is his understanding that this issue was brought up in the most recent contract negotiations and that the union was not enthusiastic about implementing changes. Councilmember Kraft stated that he thinks it is time to reopen this discussion by asking the union and City management to modify the current contract to allow for shorter, safer working hours. He urged everyone to put aside their differences and work together to come up with a solution that focuses on the safety of the City's employees and its citizens.

Councilmember Crow stated that Councilmember Kraft voted to approve the firefighter's contract earlier this year with the 48 hour shifts contained in it. So while the research is nice, his belief is that most people in this audience understand that what is really happening is that a number of his colleagues are now trying to justify their actions for outsourcing EMS.

Councilmember Crow stated that what no one has explained to residents is that as a result of their wages, most, if not all of Gateway's employees work two or three jobs. He stated that residents have been told that there will be a fire truck coming along behind that Gateway ambulance with EMS paramedics on it. U City was supposed to have eleven firefighters and now they are down to seven; that still have to make calls and provide mutual aid to other communities. Although he does not disagree with the studies, and is happy to have this conversation, he thought that the real reason for this discussion is the fact that there has been too much blow-back about outsourcing the City's ambulance services.

Councilmember Carr stated that most of the information provided was not journals, but popular media reports. She stated that having a PhD in chemistry taught her that the very first thing to do was search the journal literature where your colleagues can vet the work they are doing. So while the MFS study contained all of the elements for research, it is simply a survey of twenty-nine units. What you want to see after reading through all of the data are the conclusions and expectations. What it states is, *"It is important to note that no organization surveyed indicated that they were considering a move back to a shorter shift. No obvious problems have come in these fire departments related to the longer shift or the labor management environment"*. Their final recommendation states, *"The Minneapolis Fire Department should continue to monitor the work effects of the 48 hour shift on the organization"*.

Councilmember Carr stated that this research used two years of comparative data, and that's not a lot of data points, which is why they state, *"Research used two years of comparative data. Study of additional data available in future years will allow management to form a more complete picture of the resource costs involved in an extended shift"*. So while this is a topic for discussion, it's a policy that will probably have to be made, once the fire fighters' three year contract expires.

Councilmember Kraft stated that he had expressed his objections to the 48 hour shifts before the contract was signed. However since the contract had an Evergreen Clause, Council had no choice but to honor the 48 hour shifts which commenced approximately eight years ago. He voted for the contract on the grounds that the City needed to make peace with the firefighters.

He stated that Councilmember Carr was correct in that the second part of the MFS was a survey of numerous fire chiefs to inquire whether they had had any problems associated with 48 hour shifts. Their answer was, "No, we're not having any problems". But that's how things were done in the old days, even though their own data revealed that there were problems. Councilmember Kraft stated that the data was so clear, that the people in Minneapolis got rid of 48 hour shifts. The reason he included the media reports was to illustrate that other places have made the same decision.

He stated that there was a long list of academic studies that he could have pulled, but his intent was to pick a study that was particularly well controlled, with a large fire department that had enough data over two years to make the decision that 48 hour shifts were unsafe.

Councilmember Jennings stated that initially he had concerns about the fact that it was only a two year study and the statement regarding continuing to monitor the work effects. But later in that same paragraph it states, *"If the trends identified in this research continue, management should consider moving back to shorter shifts during future contract negotiations with the labor Union"*. So his belief is that this is an issue Council should take into consideration when it's time to renegotiate their contract.

Councilmember Carr requested that Council be provided with data related to the accidents and unsafe behavior that has occurred during the period of time since the implementation of 48 hour shifts.

Councilmember Kraft stated that the advantage of conducting a study with 389 employees is that you have a large end. The problems associated with conducting a survey of a small department with 36 firefighters is that it is not statically significant and you have nothing to compare it to. He stated that he hasn't seen any data to indicate that 48 hour shifts are particularly better in any way.

Councilmember Crow stated that Councilmember Carr was simply asking for a report, not a study, which seems to be a valid request.

Councilmember Kraft stated that he thinks the more data the better, but just for clarification he would ask Councilmember Crow if his argument was that 48 hour shifts are safer than 24 hour shifts. *Councilmember Crow stated that he had not made an argument. His only comment was that the City has a contract that everyone voted on and he doesn't think the public even believes what Councilmember Kraft is saying.*

Councilmember Kraft stated that in spite of the contract and the public's belief, when you look at the numbers, they say that 48 hour shifts are dangerous to workers, their subjects and citizens. He then asked Councilmember Crow if he was saying that he thought 48 hour shifts were safer. *Councilmember Crow stated that he did not think he had said that at all, but what he would say is that two EMT paramedics in an ambulance is better than one.*

P. COUNCIL COMMENTS

In the interest of fairness and non-bias, Councilmember Carr asked that Mayor Welsch be consistent with her recitation of meeting guidelines prior to the Citizen's Comments portion of the agenda. *Mayor Welsch stated that sometimes she forgets.*

Councilmember Carr stated that there is specific language within the meeting guidelines that states, *"No additional requests will be accepted for a specific agenda item once the discussion has commenced."* However this process is rarely adhered to and last week she found it incredibly offensive when approximately twenty requests to speak were not honored. So either the rule should be administered at every meeting or not at all. *For the record, Mayor Welsch stated that she had called the name of everyone who had submitted a request.*

Councilmember Carr made the following requests:

- That she be provided with the City Attorney and Labor Attorney's opinions regarding U City's status with respect to a breach of the User Agreement contained in the ECC contract.
- That she is provided with the audio tapes and supporting documentation in order to evaluate Gateway's stellar performance of thirty-seven runs.
- That she be provided with a copy of the current zoning code for the property located at 601 Trinity Avenue (*the former Delmar Harvard*), to determine whether it has been changed from public activity to a parking lot.

Councilmember Crow stated that he would like to express his condolences to the family of Mr. John Woodward who passed this week. He stated that he was a fine citizen with whom many have had the pleasure to work with.

He then thanked Mr. Wilson for his service to this community and wished him the best of luck as he enters the next chapter of his life.

Councilmember Crow asked residents to remember what occurred during tonight's Study Session with respect to the Police Station; because his hope is that his colleagues have now learned that public engagement is a good thing and should be included as a part of the process.

He noted that many of the items Council approved tonight have funds that are being taken out of cash reserves. Councilmember Crow encouraged everyone to continue their participation in the future.

Councilmember Jennings stated that Mr. Wilson has been an engaging leader that he would like to thank him for a job well done.

He stated that in his opinion, some of the words that are expressed during these meetings simply reflect a failure to communicate. So as his way of extending the olive branch he would like to propose that Council initiate the process of community engagement to address the obvious need for a new or rehabbed police station. He stated that one way to put this on the fast track is for each member of Council to select a few individuals in the community who would be willing to start looking at the issue and set a timetable for decisions to be made.

~~September 24, 2015~~ Jennings stated that he would like to see groundbreaking by the end of this

year, which meant that everyone needed to start talking, agreeing and be willing to answer a lot of questions. He stated that his belief is that everyone on this dais is passionate about their responsibilities and no matter what others might perceive it is a group that can work together.

Mayor Welsch made the following announcements:

- The Resource Fair and Yard Sale will be this Saturday at Centennial Commons from 9 a.m. to 2 p.m. Free document shredding will be available from 9 a.m. to 12 p.m.
- The Puppy Pool Party will be held on September 12th and 13th at Heman Park Pool
- The Natatorium is now open and available for use until May 2016
- Free Health Screenings will take place on September 19th at the U City Public Library
- The U City Garden Tour will be held on September 20th
- Fall classes will soon be starting at the Green Center. Please check their website for details
- The high school's Homecoming celebration will be held on October 10th.

Mayor Welsch offered her thanks to Mr. Wilson for all of his hard work over the past three and a half years.

Q. ADJOURNMENT

Mayor Shelley Welsch adjourned the meeting at 9:21 p.m.

Respectfully submitted,
Joyce Pumm, City Clerk, MRCC/CMC

8 September 2015

In my opinion, a review of the UCFD and the Firefighters Union is in order at this time. Prior to the Union influence, the UCFD was a group of community-minded men living in U.C. and well respected by the citizens. They cut the grass at their stations, planted flower beds of beautiful red canna flowers, which they cultivated with pride. A different set of dynamics occurred after the union influence. No more grass cutting. No more beautiful red canna flowers.

In 1977, the Union Boss (who never appeared before the City Council without his two armed body guards at his side) declared an illegal strike over a pension dispute. (Missouri law forbids first responders to strike -- then and now). Off duty firefighters from various departments picketed the homes of Council members, interfered with public services buses running on Delmar, and chaos prevailed.

During this illegally union-mandated strike, a fire was reported at an historic 1909 E.G. Lewis building at Kingsland and Vernon. No sirens could be heard in the distance, and no neighboring departments responded. Reciprocal departments did not respond due to intimidation by the Union Boss. The historic building burned for 10 hours and was totaled. But that was brick and mortar. However, the following week a fire was reported at the nursing home at Vernon and AckertWalk Way. The Union Boss had mandated no response was to take place at any time. However, our Firefighters with a code of ethics, and contrary to the Union Boss's mandate, evacuated the 30 patients and the U.C. Police and the Clayton Fire Dept. extinguished the fire.

Incidentally, that Union Boss was subsequently sentenced to Missouri Prison on an unrelated charge to this strike.

The Firefighters' Union continues to think they can tell University City how to run the City although none of them lives here. They have unsuccessfully tried to financially influence elections and staffed polls with off duty firefighters from neighboring departments.

Re: Firefighters Union
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page 2

Is it any wonder many U.C. residents have a low opinion of the Firefighters' Union?

I wonder how many U.C. residents are aware of how much money is conveyed monthly to this Union? In addition to the \$60 monthly dues each firefighter must pay, there is an additional monthly contribution to a "fund". When last I heard this amount was \$50 per month (CASH no checks). That amounts to \$110 per U.C. Fighter. I assume this is true throughout St. Louis County. And that is a very substantial amount of money.

Ladies and gentlemen of the press and media ...here is a challenge for your investigative reporters. Where is the audit of this money. Where is the report of how it is spent.

Respectfully submitted,
Elsie Beck Glickert

Rod Jennings from [Partridge Heights](#) (from Nextdoor.com - published 4 days ago, 9/4/2015) -

Elected officials and staff:

The ambulance ordinance on the Tuesday agenda includes a clause (G) to maintain EMS mutual aid agreements. I support the intent of the clause. However, I do not believe that University City is party to any EMS mutual aid agreements. The ambulance assists into and out of U City are simply neighborly gestures as best I can tell. And why not when most EMS providers charge for the service (we do, Clayton does)? They send in an idle ambulance and make a little coin that they otherwise would not have made. I searched the U City documents database and could only find a fire mutual aid ordinance/contract (5415) and it requires a like ordinance by cooperating cities and fire districts to be passed and approved. I assume this was done.

I sunshined Clayton for all EMS mutual aid agreements with U City and received the attached two (2) Clayton ordinances and nothing else. Clayton ordinance 5233 authorizes and directs mutual aid (including EMS) to us and others in times of significant emergency (derived via Missouri statute 70.837). Ordinance 5232 authorizes the City Manager of Clayton to enter into mutual aid agreements (fire + EMS) with a specific list of cities and fire districts. U City is included. However, each cooperating city/district must pass a similar ordinance. Frontenac has a similar ordinance as does Shrewsbury. I'm sure others do as well. But U City doesn't seem to. Maybe I missed it. Please let me know if you find such an ordinance. Regardless, no EMS mutual aid agreements have been located in our fire department per the Asst Chief. And Clayton found none with U City.

Our Chief recently held a meeting with many of our neighboring chiefs. The group was unanimous that fire mutual aid stands as well as EMS mutual aid in times of significant emergency. Chief long can confirm I heard him correctly. It seems quite evident that the union has flexed its muscle in an effort to black list U City. This is shameful conduct from an organization that claims to be all about public safety. Kurt Becker sat three feet away from me in HPCC and claimed that the day U

City outsourced EMS will be the day Clayton stops sending ambulances to U City. I checked with the Clayton City Manager (Mr. Owens) and he confirmed that no private in the Clayton Fire Department makes policy for Clayton and that no changes in service or mutual aid have been implemented and that official positions of the City of Clayton will be communicated through his Fire Chief, himself and potentially the Mayor depending on the issue. I'm not aware of any official change of position by Clayton. U City borders Mid County Fire District and the City of St. Louis. Mid County outsources 911 EMS to Christian Hospital EMS (CHEMS) and the City of St. Louis outsources 14,000 911 EMS calls per year to Abbott Ambulance. I urge the city to arrange for Abbott and CHEMS to serve as backup 911 EMS providers for U City. Insurance is always good. If we need to throw them a few grand to sign an agreement, then that would be money well spent.

Greg

Thank Flag

Council Agenda Item Cover

MEETING DATE: September 24, 2015

AGENDA ITEM TITLE: Millar Park Field Renovation and Irrigation

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: In early 2012, the City received a planning grant from the Municipal Park Grant Commission to complete a master plan study in Millar Park. During this planning process, the City received input from the community through two public meetings. The plan was then reviewed and approved by the City's Park Commission and City Council. With City Council approval, the City applied for a grant from the Municipal Park Grant Commission to complete a third phase of improvements in Millar Park.

On February 28, 2015, the City entered into an agreement with the Municipal Park Grant Commission for the Millar Park Playground Area, Sports Fields, and Parking Improvements Project. Because of the specialization of the project, City staff has developed two (2) separate bid packages for the general construction work. This project addresses specifically the field renovations and landscaping. The second project will address the general park and playground improvements. This project is part of the Millar Park Playground Area, Sports Fields, and Parking Improvements approved budget of \$539,290.00 for construction, of that \$456,700.00 is grant funded. City Council has already awarded a contract to Graybar for the electrical work in the amount of \$38,457.49.

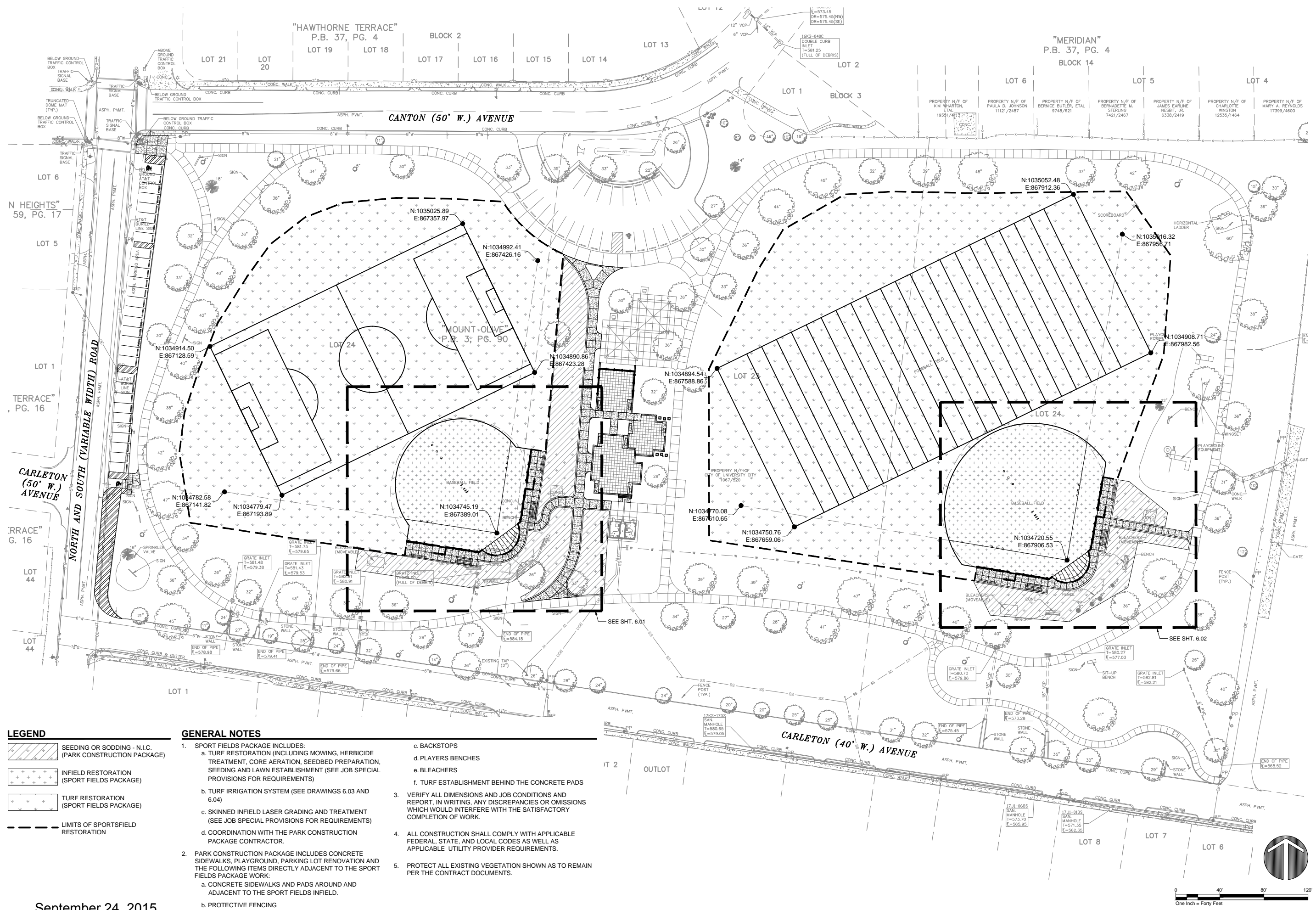
The City advertised for bids for the Millar Park Field Renovation and Irrigation Project and posted the bid on the City's website. On September 3, the City opened bids for this project. The tabulation of bid proposals is as follows:

Contractor	Base Bid Price
Professional Irrigation Systems, LLC	\$85,471.00
Houska, Inc.	\$136,080.86

RECOMMENDATION: Based on the above information, it is recommended that the City Council gives authority to the City Manager to contract with Professional Irrigation Systems, LLC to complete the Millar Park Field Renovation and Irrigation Project in the amount of \$85,471.00. If authority is given, the Municipal Park Grant Commission share will be \$72,650.35 and the City share will be \$12,820.65. The funds for these services will come from account number 14-40-90_8010.

ATTACHMENTS:

- Unexecuted Contract for Project 1201 – Millar Park Field Renovation and Irrigation.
- Millar Park Field Renovations and Irrigation Drawing
September 24, 2015



CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between City of University City, MISSOURI (hereinafter called the CITY) and Professional Irrigation Systems, a Company with offices at 304 TWC Court, Lake St. Louis, MO, 63367 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for **Project No. 1201 – Millar Park Field Renovation & Irrigation**, hereinafter called the PROJECT, in accordance with the Drawings, Specifications and Contract Documents prepared by the City of University City.

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

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

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed, and shall be completed within **ninety (90) calendar days** of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of Two Hundred Dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No sub-contractor shall further subcontract any of his work.

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

Eighty-five-thousand-four-hundred-seventy-one and 00/100 Dollars

(\$ **85,471.00**)

Final dollar amount will be computed from actual quantities constructed as verified by the Engineer and in accordance with the unit prices set out in the Proposal.

(See following pages)

CONTRACT DOCUMENTS:

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

- A. Contract (This Instrument)
- B. Addenda to Contract Documents (if applicable)
- C. Conditions of the Contract
- D. Remaining Legal and Procedural Documents
 - 1. Proposal
 - 2. Instruction to Bidders
 - 3. Invitation for Bids
 - 4. All forms submitted as part of the Bid (i.e. Subcontractor Approval Form)
- E. Special Provisions
- F. Annual Wage Order
- G. Drawings/Location Maps
- H. General Provisions
- I. Bonds/Attachments
 - 1. Performance/Payment Bond
 - 2. Email Communications
 - 3. Revised Quantities and Locations
 - 4. Change Orders to the Quantities (if applicable)

AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:

All work shall be done under the general inspection of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretations of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS:

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

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

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

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

(SEAL)

Attest:

Date: _____

Title

By: _____
"Contractor"

(SEAL)

Attest:

City Clerk

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Attorney

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____

Council Agenda Item Cover

MEETING DATE: September 24, 2014

AGENDA ITEM TITLE: Ackert Plaza Renovation

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: In 2010, Great Rivers Greenway constructed Ackert Plaza as part of the Centennial Greenway along Melville Avenue. This project was approved for funding by the Economic Development Sales Tax Board. The City hired a consultant to design the plaza, addressing both safety and aesthetic deficiencies. In October 2014, this project was bid, but only the Ackert Walkway arch sign was installed due to budget restraints.

In May 2015, the plans were redesigned to include two alternate plans for renovation. The first add alternate focused on addressing the safety issues. While add alternate 2 still addressed safety concerns, included more of the aesthetics deficiencies. The project generally includes the removal and replacement of sidewalk slabs, enhanced lighting for the two decorative walls, enhanced area lighting and electrical work, and landscaping upgrades. This project includes an approved budget of \$122,000.00 from the Economic Development Retail Sales Tax. The City will also receive reimbursement of up to \$25,000 from Great Rivers Greenway, bringing the total project budget to \$157,000.

The City advertised for bids for the Ackert Plaza Renovation Project and posted the bid on the City's website. On July 30, 2015, the City opened bids for this project. The tabulation of bid proposals is as follows:

Contractor	Base Bid	Add Alternates	Total Price
RV Wagner, Inc.	\$113,368.00	\$28,144.00	\$141,512.00
Raineri Construction, LLC	\$118,770.10	\$81,830.00	\$171,763.10

The add alternates that staff has included in the total are for replacement of the acrylic panel in the lighted walls and the more aesthetically pleasing paving plan.

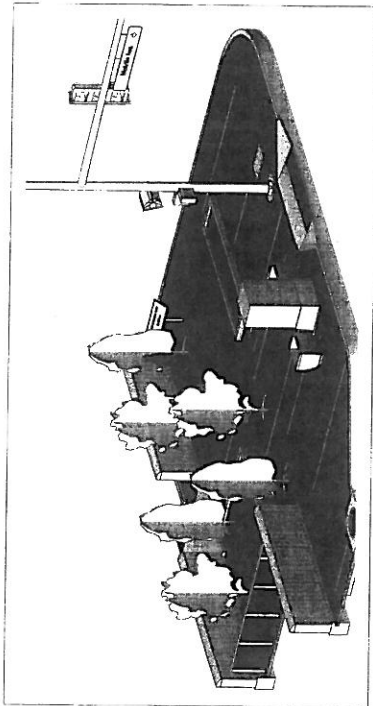
Raineri Construction, LLC is a female-owned entity.

RECOMMENDATION: Based on the above information, it is recommended that the City Council approve the award for the Ackert Plaza Renovation Project to RV Wagner, Inc. in the amount of \$141,512.00. If approved, the Great Rivers Greenway share will be \$25,000.00 and the Economic Development Retail Sales Tax share will be \$116,512.00. The funds for these services will come from account number 11-45-90_8100.

ATTACHMENTS: Project 1131 – Ackert Plaza Renovation – Unsigned Contract
Project 1131 – Ackert Plaza Renovation - Drawings



CONSTRUCTION DOCUMENTS
2015-06-26

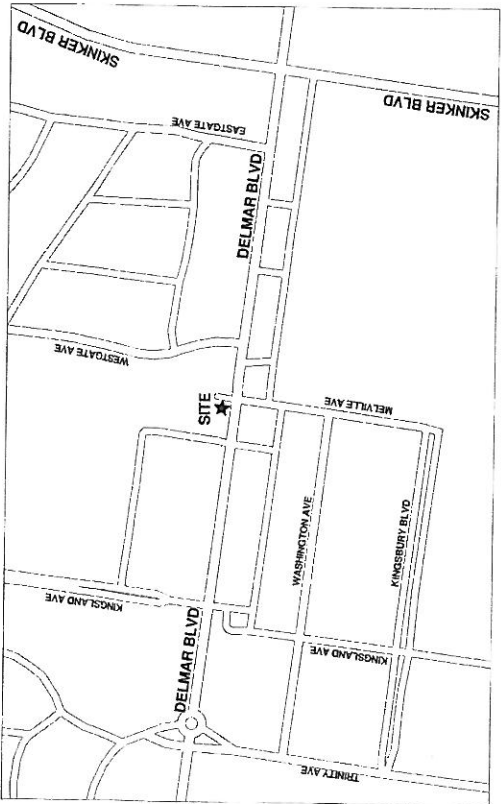


THIS SKETCH IS AN ARTIST'S RENDERING OF THE PROJECT & DOES NOT NECESSARILY DEPICT THE PROJECT AS DEFINED WITHIN THESE DOCUMENTS

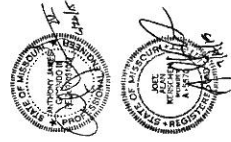
UNIVERSITY CITY # 1131 ACKERT PLAZA RENOVATION NW Corner of Delmar Blvd. & Melville Ave. University City, MO 63130

KdG

Kuhlmann design Group, Inc.
66 Progress Parkway
St. Louis, Missouri 63043-3706
Tel: (314) 434-8898
St. Louis, MO • Belleville, IL



GENERAL SHEET INDEX		KdG		Kuhlmann design Group, Inc.	
SHEET #	DESCRIPTION	SHEET #	DESCRIPTION	SHEET #	DESCRIPTION
01	COVER SHEET	01	COVER SHEET	01	COVER SHEET
02	GENERAL NOTES	02	GENERAL NOTES	02	GENERAL NOTES
03	PLAZA EXTERIOR	03	PLAZA EXTERIOR	03	PLAZA EXTERIOR
04	PLAZA EXTERIOR	04	PLAZA EXTERIOR	04	PLAZA EXTERIOR
05	PLAZA EXTERIOR	05	PLAZA EXTERIOR	05	PLAZA EXTERIOR
06	PLAZA EXTERIOR	06	PLAZA EXTERIOR	06	PLAZA EXTERIOR
07	PLAZA EXTERIOR	07	PLAZA EXTERIOR	07	PLAZA EXTERIOR
08	PLAZA EXTERIOR	08	PLAZA EXTERIOR	08	PLAZA EXTERIOR
09	PLAZA EXTERIOR	09	PLAZA EXTERIOR	09	PLAZA EXTERIOR
10	PLAZA EXTERIOR	10	PLAZA EXTERIOR	10	PLAZA EXTERIOR
11	PLAZA EXTERIOR	11	PLAZA EXTERIOR	11	PLAZA EXTERIOR
12	PLAZA EXTERIOR	12	PLAZA EXTERIOR	12	PLAZA EXTERIOR
13	PLAZA EXTERIOR	13	PLAZA EXTERIOR	13	PLAZA EXTERIOR
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16	PLAZA EXTERIOR	16	PLAZA EXTERIOR	16	PLAZA EXTERIOR
17	PLAZA EXTERIOR	17	PLAZA EXTERIOR	17	PLAZA EXTERIOR
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19	PLAZA EXTERIOR	19	PLAZA EXTERIOR	19	PLAZA EXTERIOR
20	PLAZA EXTERIOR	20	PLAZA EXTERIOR	20	PLAZA EXTERIOR



APPLICABLE CODES:
2015 International Building Code (Administrative Provisions)
2015 International Building Code (Administrative Provisions)
2015 International Building Code (Administrative Provisions)
2015 International Building Code (Administrative Provisions)
2015 International Building Code (Administrative Provisions)
2015 International Building Code (Administrative Provisions)



Architectural
Professional Engineer
KdG
Kuhlmann design Group, Inc.
66 Progress Parkway, 21. Level, Missouri 63043
636.474.8899 x.334 x.342.8260 - kdgc.com

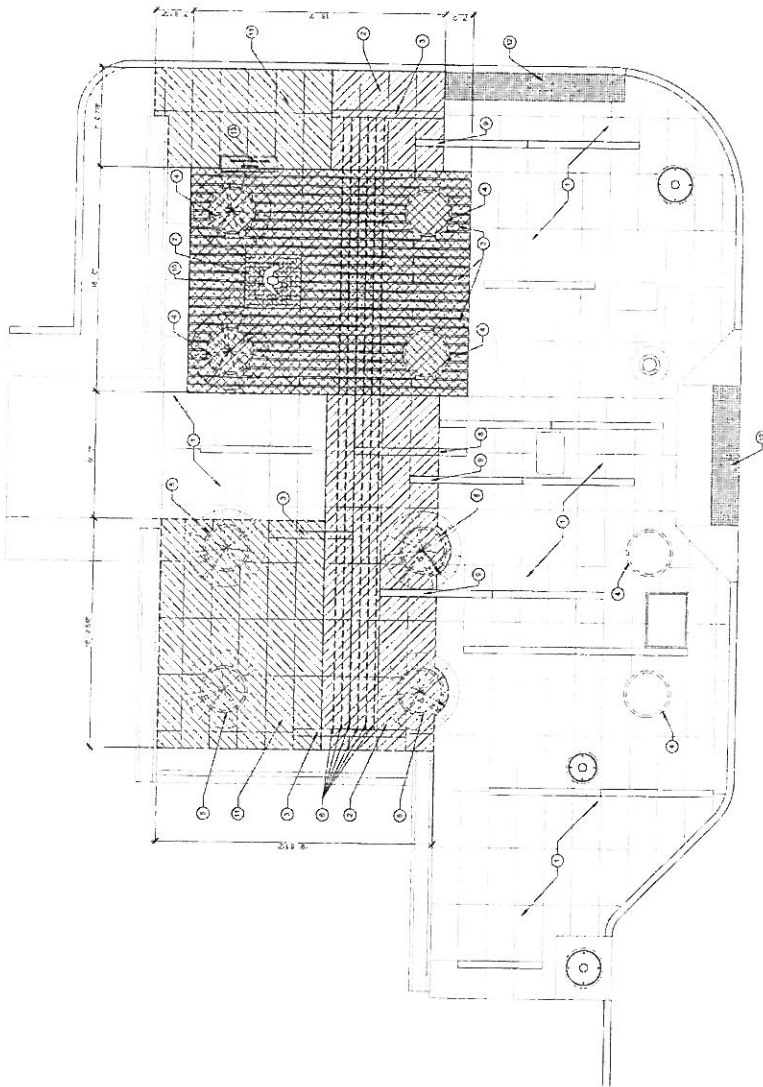
PROJECT NO. 150085-0001
DESIGNED BY
CHECKED BY
DATE 08/26/2015

**ALTERNATE PLAZA
DEMOLITION PLAN
A1-02**
SHEET 1 OF 4

- GENERAL DEMOLITION NOTES:**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY PRIOR TO THE START OF DEMOLITION WORK.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY PRIOR TO THE START OF DEMOLITION WORK.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY PRIOR TO THE START OF DEMOLITION WORK.
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 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF UNIVERSITY CITY PRIOR TO THE START OF DEMOLITION WORK.

DEMOLITION KEYED NOTES

1. NO WORK IN THIS AREA
2. DEMOLISH AND REMOVE EXISTING CONCRETE SLAB AND PAVEMENT
3. DEMOLISH AND REMOVE EXISTING CONCRETE CURB AND PAVEMENT
4. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
5. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
6. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
7. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
8. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
9. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
10. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
11. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
12. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
13. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
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16. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
17. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
18. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
19. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS
20. DEMOLISH AND REMOVE EXISTING TREE TRUNKS, BRANCHES, AND LIMBS



1 ALTERNATE DEMOLITION PLAN
SCALE 1/4" = 1'-0"

CONSTRUCTION DOCUMENTS



Job	Date	Description

DRAWN: PRB
 CHECKED: JAK
 DATE: 2016-06-26

ALTERNATE PLAZA PLAN

A2-02

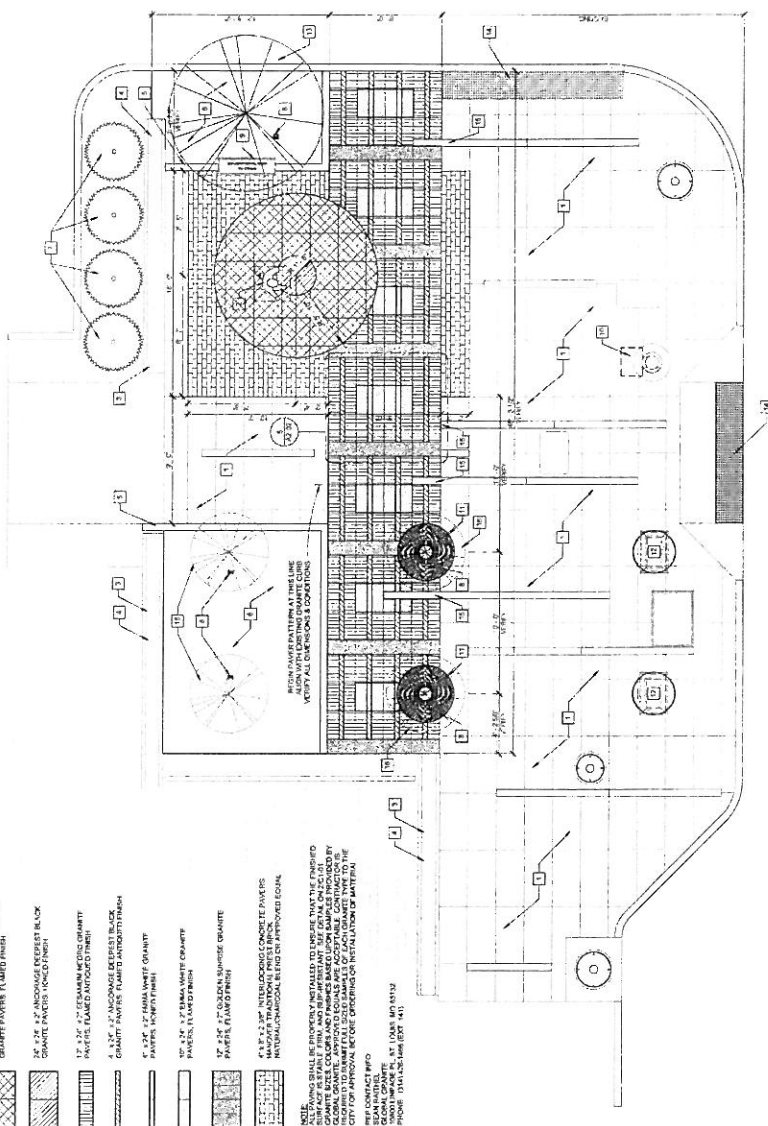
SHEET 4 OF 4

...

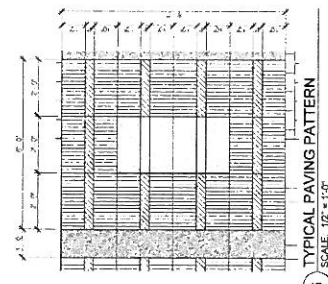
[illegible]

FLOOR PLAN KEYED NOTES

- [illegible]



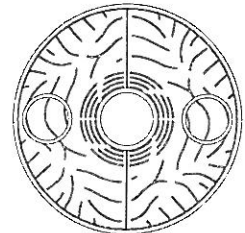
1 ALTERNATE PLAZA PAVING PLAN
SCALE 1/4" = 1'-0"



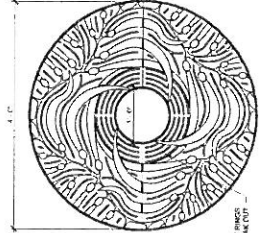
TYPICAL PAVING PATTERN
SCALE: 10" = 1'-0"



4 TREE GRATE DETAIL • ORTHOGRAPHIC SCALE



3 TREE GRATE DETAIL - BOTTOM
SCALE 1" = 1'-0"



2 TREE GRATE DETAIL - TOP
SCALE: 1" = 1'-0"

CONSTRUCTION DOCUMENTS

DISCLAIMER OF RESPONSIBILITY

MISSOURI ARCHITECTURAL CORPORATION
CORPORATE NO. 000116
MISSOURI PROFESSIONAL ENGINEERING CORPORATION
CORPORATE NO. 000115
MISSOURI PROFESSIONAL LAND SURVEY CORPORATION
CORPORATE NO. 000078

KdG PROJECT NO. 1500AS-0001

DRAWN:
CHECKED: AJC

DATE 2015-06-26

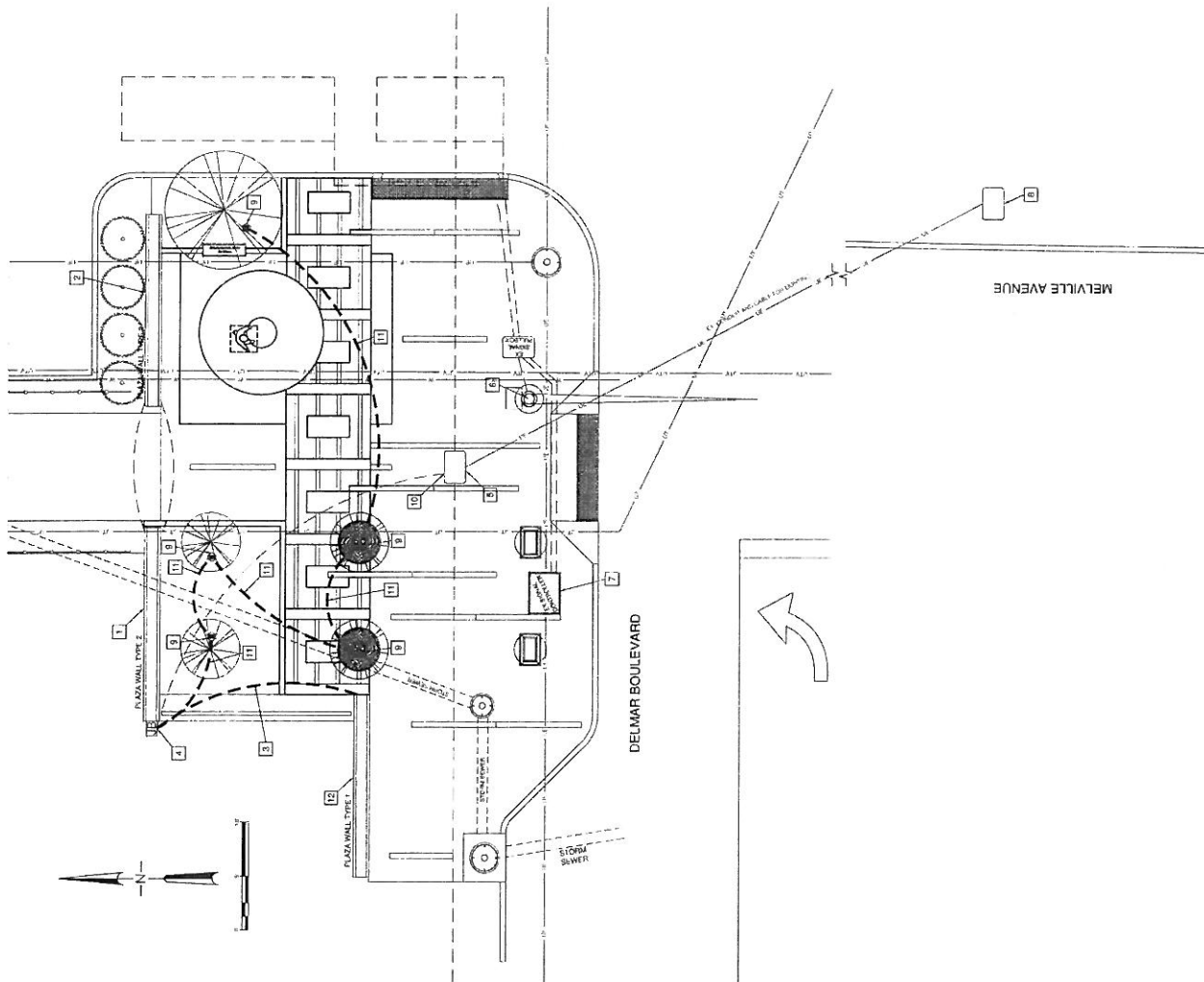
ALTERNATE ELECTRICAL PLAN

E1-02

SECRET 2 OF 3

K 2.6

- | | |
|----|---|
| 1 | EXTINGUISH WALL LIGHTING TO BE REMOVED AND REPLACED WITH DOWNLIGHT AND NEW WALL SMOKE DETECTOR TO BE INSTALLED. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. |
| 2 | EXTINGUISH WALL FEATURE TO BE REMOVED. AND NEW WALL FEATURE AND CORNER TO BE REPLACED. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. |
| 3 | NEW 1" PVC CORNER WITH 3/4" NEW 1" TOP REGLOCATED WALL FEATURE. |
| 4 | 3/8" NEW CORNER FOR REGLOCATED WALL (SEE ARE). |
| 5 | EXTINGUISH COOPER TO BE PLAIN. |
| 6 | REMOVE TWO COOPER LUMINARE (FALCON FLOOD LIGHTS WITH PHOTO CELLS OF THERMISTORIAL SW) AND WALL MOUNT FEATURES TO BE REMOVED. NEW CHIEF CONTRACTOR TO COORDINATE ARRANGING OF LIGHTS WITH ENGINEER. |
| 7 | REPLACE 1" NEW USA CORNER BETWEEN 2 PLANTED WALLS WITH NEW CORNER. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. NEW CORNER TO BE REPLACED. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. |
| 8 | EXTINGUISH RELOCATED LIGHTING METER. RELOCATED AND POWER PANEL. |
| 9 | REMOVE RECEPTACLE WITH METAL 1/2" PIPE. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. |
| 10 | REMOVE AND RELOCATED POWER PANEL. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. |
| 11 | NEW 1" CORNER WITH 3/4" NEW 1" TOP REGLOCATED WALL FEATURE. |
| 12 | EXTINGUISH WALL LIGHTING AND EQUIPMENT. NEW CHIEF CONTRACTOR TO VERIFY VOLATILE RISK SHEET 1-103. |



CONTRACT

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between City of University City, MISSOURI (hereinafter called the CITY) and R.V. Wagner, Inc., a Corporation with offices at 4712 Green Park Rd., St. Louis, MO, 63123 (herein after called the CONTRACTOR), WITNESSETH, that whereas the CITY intends to construct improvements for **Project No. 1131 – Ackert Plaza Renovation**, hereinafter called the PROJECT, in accordance with the Drawings, Specifications and Contract Documents prepared by the City of University City.

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

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

- a. Contract Time: Work under this Agreement shall be commenced upon written Notice to Proceed, and shall be completed within **sixty (60) calendar days** of the authorization date in the Notice to Proceed.
- b. Liquidated Damages: The Contractor hereby expressly agrees to pay the City the sum of Two Hundred Dollars (\$200.00) per day for each and every day, Sundays and legal holidays only excepted, after calendar days have expired during or upon which said work or any part thereof remains incomplete and unfinished.
- c. Subcontractors: The Contractor agrees to bind every subcontractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the City. No sub-contractor shall further subcontract any of his work.

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

One-hundred-forty-one-thousand-five-hundred-twelve and 00/100 Dollars

(\$ **141,512.00**)

Final dollar amount will be computed from actual quantities constructed as verified by the Engineer and in accordance with the unit prices set out in the Proposal.

(See following pages)

CONTRACT DOCUMENTS:

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 - 4. Change Orders to the Quantities (if applicable)

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

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

(SEAL)

Attest:

Date: _____

Title

By: _____
"Contractor"

(SEAL)

Attest:

City Clerk

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Attorney

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____

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Date: _____

Title

By: _____
"Contractor"

(SEAL)

Attest:

City Clerk

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Attorney

Date: _____

CITY OF UNIVERSITY CITY

By: _____
City Manager

Date: _____

Council Agenda Item Cover

MEETING DATE: September 8, 2015

AGENDA ITEM TITLE: Property Assessed Clean Energy (PACE)

Program **AGENDA SECTION:** New Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

Property Assessed Clean Energy (PACE) programs provide funding for energy efficient building upgrades and renewable energy – at this time specifically for commercial properties. The financing is more like a tax that would be included on the real estate tax bill. The amount of this payment is directly related to the energy cost savings that will be incurred based on the energy efficiency upgrade. This "tax" is associated with the property instead of the individual and is transferred to the new owners when the property is sold.

Cities participate in PACE for the following benefits:

- No costs, liability or unwanted exposure to participate.
- Provide businesses a cost effective solution for construction improvements.
- Generate revenue for the city: PACE will stimulate additional construction, resulting in more permits, more construction jobs, and increase property values.
- Attract new businesses: PACE is a helpful tool for funding development projects.
- Support the community commitment to Energy and Environment: PACE projects must reduce energy consumption or produce renewable energy.

Each PACE program uses a Clean Energy Development Board (CEDB). The board generally contracts with a 3rd party program administrator. The CEDB will tap traditional lenders such as banks for projects, but the CEDB has the authority to create bond issues and determine other financing avenues as they see fit. University City may or may not elect to appoint a member to the respective board.

Two regional PACE programs are already in place; one is the Missouri Clean Energy District program. Various cities and St. Louis municipalities are already members of this program. The second PACE program is the Show Me PACE Clean Energy District. Several University City businesses have expressed interest in energy efficient projects with the Show Me PACE program. By joining multiple PACE programs, PACE users benefit by competition in the market.

RECOMMENDATION:

The Green Practices Commission is recommending that the City Council approve the attached ordinance granting University City to participate in the Missouri Clean Energy District PACE program and the Show Me PACE program. The attached ordinance has been reviewed and approved by the City attorney.

INTRODUCED BY:

DATE: September 8, 2015

BILL NO. 9271

ORDINANCE NO.

AN ORDINANCE TO ENABLE THE CITY OF UNIVERSITY CITY, MISSOURI TO JOIN SHOW ME PACE AND TO JOIN MISSOURI CLEAN ENERGY DISTRICT, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE “PROPERTY ASSESSED CLEAN ENERGY ACT,” AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICTS.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, it is in the best interests of the health, safety, and welfare of the City of University City, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1, RSMo. authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo.) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy (“PACE”) Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, on January 3, 2011, a clean energy development board now named the Missouri Clean Energy District was created with the intention that all Municipalities within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City of University City, Missouri and its residents to join and participate in Show Me PACE and join and participate in Missouri Clean Energy District.

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

SECTION 1: The City hereby approves and authorizes joining and participating in Show Me PACE and joining and participating in the Missouri Clean Energy District based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as “The City of University City, Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” means the Show Me PACE District.
 - b. “MCED” means the Missouri Clean Energy District.
 - c. “Districts” means both the Show Me PACE and Missouri Clean Energy District.
 - d. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - e. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency or renewable energy improvement.
 - f. “Qualifying Property” means real property located in the City of University City, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. University City Property owners may independently select either Show Me PACE or MCED to serve as program administrator on a project by project basis. Both Districts shall each independently administer the functions of a PACE program for their projects within the City by:

1. providing property owners with an application to apply for PACE Funding;
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;

5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for St. Louis County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;
7. receiving the PACE Assessment from the St. Louis County Collector;
8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.

C. Liability of City Officials; Liability of City. Notwithstanding any other provision of law to the contrary, officers and other officials of the City of University City, Missouri and St. Louis County, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. The City of University City, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. The District shall for all purposes be considered an independent entity and shall not be considered a political subdivision of the City of University City, Missouri.

D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part by PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. City as a Non-Party. The City of University City, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

SECTION 2: The City of University City, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

SECTION 3: The City of University City, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE and by the Board of Directors of MCED as a duly authorized participant in the District.

SECTION 4: The election of the City of University City, Missouri to join the Districts shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

SECTION 5: The City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of each of the Districts or its designee, together with the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the Districts.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2015.

MAYOR

Attest:

CITY CLERK



City Council Agenda Item Cover

MEETING DATE: September 8, 2015

AGENDA ITEM TITLE: AN ORDINANCE AMENDING CHAPTER 610, ARTICLE I, CANVASSERS, SOLICITORS AND PEDDLERS, OF THE CITY OF UNIVERSITY CITY MUNICIPAL CODE, TO ADD NEW SECTIONS GOVERNING STREET PERFORMERS AS PROVIDED HEREIN.

AGENDA SECTION: New Business

COUNCIL ACTION: Adoption of Ordinance

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW: The City does not have an ordinance that explicitly defines “Street Performers” or govern activities related thereto. There are many individuals or groups that perform in University City’s public area for entertainment, particularly in The Loop. Street performers have a constitutional right to perform on public property; however, unregulated street performances may cause adverse impacts to a community such as blocking sidewalks and building entries by either the performer or crowd gathered to observe; interference with the operation of adjacent commercial activities; and disturbance of the quiet enjoyment of residents and visitors. The City receives numerous complaints from business owners and others regarding street performers, and was encouraged by the Loop Special Business District (LSBD) to consider regulating these activities.

It is the intent of this ordinance revision to permit street performances in limited areas subject to careful regulations that will help reduce or eliminate adverse impacts. A license will be required to allow street performers to perform in public spaces. This enforcement mechanism will better ensure harmony among street performers, local businesses, residents and visitors.

The ordinance revision has been reviewed by the City Attorney. It has also been reviewed and endorsed by the LSBD.

The first reading should take place on September 8, 2015. The second and third readings and passage of the ordinance could occur at a subsequent meeting.

Attachments:

1: Ordinance

RECOMMENDATION: Approval

Chapter 610. Canvassers, Solicitors, Peddlers, and Street Performers

Article I. Generally

Section 610.010. Definitions.

As used in this Chapter, the following words have the meaning indicated:

CANVASSER

A person who attempts to make personal contact with a resident at his/her residence, without prior specific invitation or appointment from the resident, for the primary purpose of:

1. Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause; or
2. Distributing a handbill or flyer advertising a non-commercial event or service.

PEDDLER

A person who attempts to make personal contact with a resident at his/her residence, without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service. A "*peddler*" does not include a "*solicitor*".

SOLICITOR

A person who attempts to make personal contact with a resident at his/her residence, without prior specific invitation or appointment from the resident, for the primary purpose of:

1. Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service; or
2. Distributing a handbill or flyer advertising a commercial event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit.

STREET PERFORMER

An individual or group who performs in a public area to provide public entertainment.

PERFORM

Includes, but is not limited to, the following activities: playing music, singing, dancing, pantomiming, puppeteering, juggling, reciting, etc. Perform does not include the provision of personal services or the production of items for sale.

PUBLIC AREA

Includes, but is not limited to, any public sidewalk, alley, park, parking lot or other public lands in the City. It does not include public property in residential areas.

Section 610.020. Exceptions.

This Chapter shall not apply to a Federal, State or local government employee or a public utility employee in the performance of his/her duty for his/her employer.

Section 610.030. License Required – Solicitor and Canvasser.

It is unlawful for any person to carry on the business of solicitor or canvasser within the limits of the City without obtaining a license therefor.

Section 610.030.1. Permit Required – Street Performer.

It is unlawful for any person to carry on the business of a street performer within the limits of the City without obtaining a permit from the Department of Community Development therefor.

- A. The permit shall be valid for thirty days from the date on which it is issued.
- B. The permit shall contain the name of the applicant, physical address, telephone number, and type of performance.
- C. The permit shall be numbered and contain the month in which it was issued and the date it expires on the front of the permit.
- D. The permit shall be carried and displayed by a street performer at all times while performing in a public area.
- E. The permit is nontransferable.

Section 610.040. Fees.

- A. *Canvassers And Solicitors.*

There shall be levied and collected from every person, firm or corporation carrying on the business of solicitor or canvasser, as herein defined, an annual fee of six dollars (\$6.00); there shall be levied and collected from every corporation, partnership or association carrying on said business an annual license fee of thirty dollars (\$30.00). Every such license shall show the place of residence of such solicitor or canvasser and shall be carried and exhibited whenever required by any police or other officer authorized to make arrests. In the event there is more than one (1) representative of a person, corporation, partnership or association carrying on the business herein defined, then there shall be levied and collected from each such representative an annual license fee of six dollars (\$6.00), for which a license shall be issued.

B. *Peddlers And Hawkers.*

1. The fee for a license issued under this Chapter shall be thirty dollars (\$30.00). The license shall be issued for a period not to exceed forty-eight (48) hours.
2. Every license shall show the place of residence of the peddler or hawker, and he/she shall carry the license with him/her and exhibit the same upon the request of any Police Officer.
3. In the event there is more than one (1) representative of a person carrying on the business of a peddler or hawker, there shall be an additional fee of six dollars (\$6.00), for which a license shall be issued for the same period.

C. *Street Performer*

There shall be levied and collected from every person, firm or corporation carrying on the business of street performer, as herein defined, a fee of fifteen dollars (\$15.00) per license. Every such license shall show the place of residence of such street performer and shall be carried and exhibited at all times. In the event there is more than one (1) representative of a person, corporation, partnership or association carrying on the business herein defined, then there shall be levied and collected from each such representative an license fee of two dollars (\$2.00), for which a license shall be issued.

Section 610.050. Distribution of Dangerous Products Prohibited — Exceptions.

It is unlawful for any person, as defined in Section **100.080** of the University City Municipal Code, to distribute door-to-door, on a sample basis, or other similar method of dissemination, any inherently dangerous product, including, but not limited to, razor blades or deodorants, or any product which on its package contains a warning or other caution against internal or external use, with or without antidote instructions or precautions as to such use; provided however, that such product may be handed to an adult member of the household or dwelling unit where such product is distributed, or such products may be distributed without being handed to an adult member of any dwelling unit if said product is packaged in a child-proof package which is proven to have a child-resistant effectiveness of percentages specified as safe in the testing procedure for special packaging under Testing Regulation No. 16 CFR 1700.20 of the Poison Prevention Packaging Act of 1970.

Section 610.060. License Requirements.

- A. It is unlawful for any person to carry on the business of a peddler or hawker in the City unless the person has a license issued therefor by the City Manager or the City Manager's designee.
- B. No license to carry on such business shall be issued unless:
 1. The applicant is a charitable or religious organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;

2. The application includes the following:
 - a. The name, address and telephone number of the applicant,
 - b. Proof of the applicant's tax exempt status,
 - c. A list or description of the items which will be sold or offered for sale,
 - d. A sketch drawing of the location where the items will be sold or offered for sale indicating the proposed arrangement on said property,
 - e. The date and time when the items will be sold or offered for sale,
 - f. Proof of the applicant's right to be on the premises where the items will be sold or offered for sale,
 - g. Any other information deemed relevant by the City Manager or the City Manager's designee;
 3. The required license fee is paid;
 4. The items will be sold or offered for sale by the applicant upon premises lawfully occupied by a business licensee under this Title; and such items can be lawfully sold on the premises by the business licensee; and the items will be sold or offered for sale only during the hours the business is open to the public for business;
 5. During the preceding twelve (12) months the applicant has not been permitted to carry on the business of a peddler or hawker more than four (4) times under a different license issued for each time;
 6. No person has been issued a license to carry on the business of a peddler or hawker upon the same premises of the business licensee within thirty (30) days of the date the items will be sold or offered for sale by the applicant;
 7. The applicant will not obstruct or otherwise interfere with vehicular or pedestrian traffic on the premises where the items will be sold or offered for sale; and
 8. The applicant will provide adequate refuse containers on the premises where the items will be sold or offered for sale.
- C. The City Manager or the City Manager's designee may impose license conditions consistent with this Section, and the applicant and any agent, employee, member, officer or representative thereof shall comply with the same.

Section 610.070. Solicitor and Canvasser Prohibitions.

A. It shall be unlawful for any peddler, solicitor or canvasser to:

1. Leave or attach any handbill or flyer at or to any sign, utility pole, transit shelter or other structure within the public right-of-way. The City's Police are authorized to remove any handbill or flyer found within the right-of-way;
2. Leave or attach any handbill or flyer at or to any privately owned property in a manner that causes damage to such privately owned property;
3. Enter upon any private property where the property has clearly posted in the front yard a sign visible from the right-of-way (public or private) indicating a prohibition against peddling, soliciting and/or canvassing. Such sign need not exceed one (1) square foot in size and may contain words such as "no soliciting" or "no solicitors", or similar language, in letters of at least two (2) inches in height. (The phrase "no soliciting" or "no solicitors" shall also prohibit peddlers and canvassers);
4. Remain upon any private property where a notice in the form of a sign or sticker is placed upon any door or entrance way leading into the residence or dwelling at which guests would normally enter, which sign contains the words "no soliciting" or "no solicitors" or similar language and which is clearly visible to the peddler, solicitor or canvasser;
5. Enter or remain upon any private property after having been orally requested or directed by the owner or occupant thereof to leave the premises;
6. Use or attempt to use any entrance other than the front or main entrance to the dwelling or step from the sidewalk or indicated walkway (where one exists) leading from the right-of-way to the front or main entrance, except by express invitation of the resident or occupant of the property;
7. Remove any yard, door or entrance sign that gives notice to such person that the owner or occupant of the private property does not invite peddlers, solicitors or canvassers; or
8. For those persons who do not wish to restrict access by sign, solicitation shall be permitted as follows: During the fall and winter months of November, December, January, February and March, the restrictions against solicitation will begin at 7:00 P.M. During the spring, summer and fall months of April, May, June, July, August, September and October, the restrictions against solicitation will begin at 8:30 P.M.

The above prohibitions shall not apply when the peddler, solicitor or canvasser has an express invitation from the owner or occupant of the private property to enter and remain on said property.

Section 610.080.1. Street Performer Prohibitions

- A. No street performer may perform:
1. Within ten (10) feet of any bus or trolley stop;
 2. Within ten (10) feet of any street corner or marked pedestrian crosswalk;
 3. Within ten (10) feet of any entrance to a business or residence, unless so permitted by the business or property owner.
- B. A street performer and the performer's equipment may not block or obstruct the free and safe movement of pedestrians. If a sufficient crowd gathers to observe a performer such that passage of the public through a public area is blocked or obstructed, a Police Officer or Fire Official may disperse that portion of the crowd that is blocking or obstructing the passage of the public. If a performer cannot conduct a performance in a location without blocking or obstructing the passage of the public, a Police Officer or Fire Official may cause the performer to leave the location or require that the performer relocate his or her equipment, but shall not prevent the performer from occupying another location in compliance with this Chapter.
- C. No performer shall utilize or prevent the public from utilizing any public benches, waste receptacles or other street furniture during the performance.
- D. No performer shall block or obstruct curb cuts.
- E. No performer shall perform in contravention to the allowable noise levels established by City Code Section 215.780 and 400.1440.
- F. No performer shall place any object on a public sidewalk which causes less than a four-foot contiguous sidewalk width being kept clear for pedestrian passage.
- G. No minor under the age of seventeen (17) can perform unless the minor is at all times accompanied by a responsible adult eighteen (18) years of age or older.
- H. A performer shall not leave his or her instruments, props, equipment or other items unattended at any time on a public sidewalk, public street or public right-of-way.

- I. No performer or group of performers may perform less than fifty (50) feet from another performer or group of performers.
- J. No performer may request contributions or money or property at a performance. Money given for a performance shall be on a donation only basis. A performer shall perform whether or not the performer receives compensation for the performance. A performer may not charge a set fee for the performance or use aggressive measures to solicit donations.
- K. No performer shall perform outside of the following permitted timeframes, unless otherwise permitted in conjunction with a special request:
 - a. Sundays – Thursdays between 10:00 a.m. and 9:00 p.m.
 - b. Fridays and Saturdays between 10:00 a.m. and 10:00 p.m.

Section 610.080.2. Revocation of Street Performer Permit.

- A. The City may revoke or suspend a permit issued under the terms of this Chapter if the permit holder violates any provision of this Chapter or any permit regulation.
 - a. The Director of Community Development may suspend a permit for not more than fifteen (15) days if any information contained in the application thereof is found to be false.
 - b. The Director may suspend a permit for not more than thirty (30) days or revoke a permit if a performer violates any of the provisions of this Chapter.
 - c. After revocation of a permit, the former performer may not obtain a new permit until such date as the Director may determine, provided that such date shall not be more than one year after the date of revocation.
 - d. Permits shall be returned to the Director upon revocation or expiration.

Section 610.080.3. Street Performer Permit Violations.

Any street performer who violates the provisions of this Chapter, or who knowingly furnishes false information on the permit application, shall be subject to a fine of not less than \$50.00 nor more than \$500.00.

INTRODUCED BY:

DATE: September 8, 2015

BILL NO. 9272

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 610, ARTICLE I, CANVASSERS, SOLICITORS AND PEDDLERS, OF THE CITY OF UNIVERSITY CITY MUNICIPAL CODE, TO ADD NEW SECTIONS GOVERNING STREET PERFORMERS AS PROVIDED HEREIN.

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

Section 1. Article I of Chapter 610 – Canvassers, Solicitors and Peddlers, of the University City Municipal Code is amended as provided herein. Language to be added to the Code is emphasized. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance is represented by an ellipsis and remains in full force and effect.

Section 2. Chapter 610, Article I of the University City Municipal Code is hereby amended to add new sections governing Street Performers within the City limits; such amendments to the Code are set forth in Exhibit “A” attached hereto and incorporated herein by reference.

* * *

Section 3. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of the sections revised by this amendment nor bar the prosecution for any such violation.

Section 4. Any person, firm or corporation violating any of the provisions of this ordinance shall be punished in accordance with the provisions of the University City Municipal Code.

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

PASSED THIS _____ day of _____ 2015

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: September 8, 2015

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

AGENDA ITEM TITLE: Proposed Ordinance Amending Provisions of the City of University City's Municipal Code to Comply with Missouri Senate Bill No. 5

BACKGROUND REVIEW: Senate Bill 5 (SB5) was enacted and signed into law as a municipal court reform measure. This bill further limits municipal revenue from traffic fines, mandates new municipal court procedures and strict financial reporting requirements. Municipalities are prohibited from receiving more than 20 percent (20%) of their general operating funds from minor traffic violations. For municipalities in St. Louis County, the threshold is 12.5 percent (12.5%) of the general revenue. Excess revenue must be sent to the Missouri Department of Revenue. Municipalities in St. Louis County are subject to a state-mandated disincorporation referendum if they do not meet the twelve operating standards within three years.

University City currently meets many of the requirements of this bill. However, the legislation does require that the City make some administrative changes. These changes are contained in this ordinance.

RECOMMENDATION: Municipal Judge recommends amending the attached ordinance.

INTRODUCED BY:

DATE: September 8, 2015

BILL NO. 9273

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE UNIVERSITY CITY MUNICIPAL CODE TO COMPLY WITH MISSOURI SENATE BILL NO. 5 (SB5) RELATING TO PENALTIES, COURT PROCEDURES, AND SPEEDING VIOLATIONS.

WHEREAS, Senate Bill No. 5, effective August 28, 2015, was enacted and signed into law as a municipal court reform measure, and it requires certain changes to the University City Municipal Code, specifically relating to the charge of failure to appear, the definition of "minor traffic violation", and the City's general penalty provision; and

WHEREAS, the City Council desires to implement these changes to correspond with the effective date of Senate Bill No. 5;

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

Section One

Section 300.010 of the Municipal Code of the City of University City, Missouri is hereby amended by enacting a new definition of "minor traffic violation", to read as follows:

TITLE III

TRAFFIC CODE

Chapter 300

GENERAL PROVISIONS

Section 300.010

Definitions

MINOR TRAFFIC VIOLATION-Any violation of a municipal ordinance: (a) for which the Missouri Department of Revenue is authorized to assess no more than four points to a person's driving record upon conviction and (b) that does not involve (i) an accident or injury,(ii) the operation of a commercial vehicle, (iii) exceeding a speed limit by more than 19 miles an hour, or (iv) a violation occurring within a construction zone or a school zone.

Section Two

Subsection 100.180.A of the Municipal Code of the City of University City, Missouri relating to the City's general penalty for ordinance violations is hereby amended by enacting a new paragraph on minor traffic violations, to read as follows:

TITLE I

GOVERNMENT CODE

Chapter 100

GENERAL PROVISIONS

Section 100.190**General Penalty**

D. Minor Traffic Violations. The punishment of a "minor traffic violation", as defined by Section 300.010 of the University City Municipal Code, shall be subject to the following:

1. The maximum fine and court costs that can be imposed for the violation of any minor traffic violation shall be \$300.00.
2. Minor traffic violations shall not be punishable by imprisonment, unless the violation (i) involved alcohol or controlled substances, (ii) endangered the health or welfare of others, or (iii) involved eluding or giving false information to a law enforcement officer.
3. A person convicted of a minor traffic violation shall not be placed in confinement for failure to pay a fine unless such nonpayment violates the terms of the person's probation.
4. Court costs shall be assessed against such person unless the court finds that the defendant is indigent.

Section Three

Section 215.325 of the Municipal Code of the City of University City, Missouri relating to the charge of failure to appear is hereby amended by enacting a new Subsection 215.325. C, to read as follows:

TITLE I**GOVERNMENT CODE****Chapter 215****OFFENSES****Section 215.325****Failure to Appear**

C. This section shall not apply to any "minor traffic violation", as defined by Section 300.010 of the University City Municipal Code.

Section Four

This Ordinance shall be effective on October 12, 2015 after its passage and adoption.

PASSED THIS _____ day of _____ 2015

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

SUBMITTED BY COUNCILMEMBERS CROW AND CARR

INTRODUCED BY:

DATE: September 8, 2015

BILL NO. 9274

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 140 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO MISCELLANEOUS ADMINISTRATIVE PROVISIONS, BY ENACTING THEREIN A NEW SECTION TO BE KNOWN AS "SECTION 140.025 AMBULANCE TRANSPORTATION SERVICE CONTRACTS."

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

Section 1. Chapter 140 of the University City Municipal Code, relating to miscellaneous administrative provisions, is hereby amended by enacting therein a new section to be known as "Section 140.025 Ambulance Transportation Service Contracts," which shall read as follows:

A. Any provider of emergency ambulance transportation services operating under a contract with the City of University City shall provide proof of all certifications and licenses, as required by applicable law, to the City of University City on a semi-annual basis. All certifications and licenses shall be maintained by the City Clerk.

B. Any provider of emergency ambulance transportation services operating under a contract with the City of University City shall provide proof of comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance in the face amount of \$1 million per person and \$2 million per occurrence, and workers' compensation insurance at or above the statutory required amounts to the City of University City on a semi-annual basis. All required insurance information shall be maintained by the City Clerk.

C. Any provider of emergency ambulance transportation services operating under a contract with the City of University City shall provide proof of its compliance with the Fair Debt Collection Practices Act, 15 U.S.C. Section 1601 e. seq., as amended, any Missouri Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. Sections 101, et seq, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Sections 1320d through d-8, as amended, by letter to the City of University City on a semi-annual-basis. All required compliance documentation referenced in this section shall be maintained by the City Clerk.

D. Any provider of emergency ambulance transportation services operating under a contract with the City of University City shall notify the City of University City 90 days prior to adjusting any rates and charges for their services offered within the City Limits of University City.

E. The City Manager of the City of University City shall develop, maintain and update an emergency ambulance transportation service re-implementation plan that ensures sufficient emergency ambulance transportation service is available immediately following termination of an ambulance transportation service contract.

F. Any provider of emergency ambulance transportation services operating under a contract with the City of University City shall staff their ambulances with two emergency medical technician – paramedics.

G. The City of University City shall maintain all emergency ambulance service mutual aid agreements.

Section 2. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED THIS ____ DAY OF ____, 2015

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: September 24, 2015

AGENDA ITEM TITLE: Resolution Approving Annual Property Tax Rates

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Each year the City must approve property tax levies which are then submitted to St. Louis County for billing. Calendar year 2015 is a re-assessment year. The City's properties assessed value has increased over \$20 million or 4% from the last assessment. This increase resulted in decreasing the commercial rate from \$0.731 to \$0.701 and residential rate from \$0.753 to \$0.734. In addition, General Obligation Bonds Series 2005 was paid off in March 2015. There is no longer a levy for debt service. This also resulted in decreasing the Personal Property Tax rate from \$0.879 to \$0.875. The City is allowed to receive additional revenue up to the Consumer Price Index (CPI) which was 0.8% for this year, and for the value of new construction.

Public Hearing will be held on Monday and Thursday, September 21 and 24, 2015, at 6:30pm in the Council Chamber on the 5th floor on both days.

The City has received the final assessed valuations from St. Louis County on September 11, 2015 after the Board of Equalization completed the assessment appeal process. The rates have been calculated and approved by the Missouri State Auditor's Office which are reflected in the information below, on the attached schedules and the resolution. These finalized rates are due to St. Louis County by October 1st.

Proposed Rates

2015 Total Residential Property Tax Levy	\$0.734
2014 Total Residential Property Tax Levy	\$0.753

RECOMMENDATION: Staff recommends approval of the final rates as presented.

City of University City Residential Property Tax Rate History

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
City - General Revenue	0.513	0.541	0.557	0.561	0.561	0.561	0.579	0.568
City - Pension	0.144	0.152	0.156	0.158	0.158	0.158	0.170	0.166
City - Debt	0.042	0.056	0.048	0.034	0.034	0.034	0.004	0.000
Total City Rate	0.699	0.749	0.761	0.753	0.753	0.753	0.753	0.734

City of University City Property Tax Rate History

	<u>2012</u>	<u>2013</u>	<u>2014</u>	-----2015-----		
				Residential	Commercial	Personal
City - General Revenue						
Residential	0.561	0.561	0.579	0.568		
Commercial	0.578	0.578	0.567		0.552	
Personal	0.680	0.680	0.680			0.680
City - Pension (Police & Fire)						
Residential	0.158	0.158	0.170	0.166		
Commercial	0.190	0.190	0.160		0.149	
Personal	0.195	0.195	0.195			0.195
City - Debt						
Residential	0.034	0.034	0.004	0.000		
Commercial	0.034	0.034	0.004		0.000	
Personal	0.034	0.034	0.004			0.000
TOTAL CITY RATE				0.734	0.701	0.875
Library						
Residential	0.241	0.266	0.266	0.259		
Commercial	0.280	0.254	0.251		0.238	
Personal	0.280	0.280	0.280			0.280
Loop Special Business Dist.						
Residential	0.590	0.565	0.565	0.586		
Commercial	0.536	0.530	0.530		0.498	-
Parkview Gardens Special Dist.						
Residential	0.627	0.680	0.680	0.618		
Commercial	0.722	0.850	0.850		0.850	-

A RESOLUTION ORDERING THE LEVY AND FIXING THE RATE OF PROPERTY TAXES TO BE COLLECTED IN THE CITY OF UNIVERSITY CITY FOR THE YEAR 2015 TO PROVIDE FOR GENERAL REVENUE, POLICE AND FIREFIGHTER RETIREMENT PLAN, AND FOR THE UNIVERSITY CITY LOOP SPECIAL BUSINESS DISTRICT AND THE PARKVIEW GARDEN SPECIAL TAXING DISTRICT

WHEREAS, RSMo. 67.110. requires political subdivisions such as the City of University City to fix its ad valorem property tax rates not later than October first for entry in the tax books; and

WHEREAS, the City of University City received the finalized assessed property valuations from St. Louis County on September 11, 2015 and subsequently calculated the proposed tax rates; and

WHEREAS, the City of University City conducted a Public Hearing on the proposed tax rates on September 21 and 24, 2015 after due and proper notification in the St. Louis Countian (Missouri Lawyers Media), a newspaper of general circulation.

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

Section 1. There is hereby levied for the year 2015 upon all real and personal property, subject to taxation, in the City of University City, Missouri, the following taxes for the following purposes, to wit:

- A. For general revenue purposes a tax of \$0.568 on residential property, a tax of \$0.552 on commercial property and a tax of \$0.680 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.
- B. For Police and Firefighter Retirement purposes a tax of \$0.166 on residential property, a tax of \$0.149 on commercial property and a tax of \$0.195 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.

Section 2. There is hereby levied for the year 2015 upon all real property, subject to taxation, in the University City Loop Special Business District, an additional tax of said district of \$0.586 for residential property and \$0.498 for commercial property, on each one hundred dollars (\$100.00) of assessed valuation.

Section 3. There is hereby levied for the year 2015 upon all real property, subject to taxation, in the Parkview Gardens Special Taxing District, an additional tax of \$0.618 for residential property and \$0.850 for commercial property, on each one hundred dollars (\$100.00) of assessed valuation.

Section 4. This Resolution shall take effect and be in force from and after its passage as provided by law.

PASSED this _____ day of September, 2015.

Mayor

ATTEST:

City Clerk
September 24, 2015

City of University City Public Hearing Notice

The Council of the City of University City will hold a public hearing at 6:30 p.m. on Monday, September 21, 2015 at City Hall, 6801 Delmar Boulevard, 5th Floor, on proposed property tax rates. The tax rates shall be set to produce substantively the revenue required to be provided from property tax as set forth in the annual adopted budget. This levy is subject to change pending action of the City Council.

The library will hold a separate public hearing at 5:15 p.m. on Monday, September 21, 2015, at Library, 6701 Delmar Boulevard, in the Boardroom.

Assessed Valuation	Current Tax Year	Prior Tax Year
<u>City of University City</u>		
Residential	\$467,060,200	\$449,640,570
Commercial	\$62,127,167	\$59,107,622
Personal Property	\$62,139,977	\$61,133,679
<u>University City Loop Special Business District</u>		
Residential	\$1,052,090	\$1,090,590
Commercial	\$7,758,760	\$6,950,890
<u>Parkview Gardens Special Business District</u>		
Residential	\$12,793,200	\$11,318,360
Commercial	\$1,828,480	\$1,883,380

	<u>Proposed Tax Rates</u>			<u>Proposed Revenue 2015-2016</u>
	Residential	Commercial	Personal	
City – General Revenue	\$0.560	\$0.558	\$0.680	\$ 3,418,400
City – Pension	\$0.165	\$0.151	\$0.195	\$ 989,100
Library	\$0.259	\$0.238	\$0.280	\$ 1,531,500
University City Loop District	\$0.543	\$0.485	\$0.000	\$ 44,800
Parkview Gardens District	\$0.592	\$0.850	\$0.000	\$ 94,600

If you are a person with a disability or have special needs in order to participate in this public hearing, please contact Joyce Pumm at (314) 505-8605 prior to the hearing.

BY ORDER OF THE CITY COUNCIL OF UNIVERSITY CITY, MISSOURI
 Joyce Pumm, City Clerk
 September 15, 2015

City of University City Public Hearing Notice

The Council of the City of University City will hold a public hearing at 6:30 p.m. on Thursday, September 24, 2015 at City Hall, 6801 Delmar Boulevard, 5th Floor, on proposed property tax rates. The tax rates shall be set to produce substantively the revenue required to be provided from property tax as set forth in the annual adopted budget. This levy is subject to change pending action of the City Council.

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Residential	\$12,793,200	\$11,318,360
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	<u>Proposed Tax Rates</u>			<u>Proposed Revenue 2015-2016</u>
	<u>Residential</u>	<u>Commercial</u>	<u>Personal</u>	
City – General Revenue	\$0.560	\$0.558	\$0.680	\$ 3,418,400
City – Pension	\$0.165	\$0.151	\$0.195	\$ 989,100
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BY ORDER OF THE CITY COUNCIL OF UNIVERSITY CITY, MISSOURI
 Joyce Pumm, City Clerk
 September 15, 2015

Council Agenda Item Cover

MEETING DATE: September 21, 2015

AGENDA ITEM TITLE: Shared Lane Markings Project – Transportation Alternatives Program Agreement

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED?: No

BACKGROUND REVIEW:

The City of University City applied for federal funds through the Missouri Highways and Transportation Commission and administered by East West Gateway Council of Governments and the Missouri Department of Transportation, to install full-lane width enlarged shared lane markings along five different streets within University City, in accordance with the City of University City Bicycle and Pedestrian Master Plan.

The Missouri Department of Transportation requires that the City execute the attached “Missouri Highways and Transportation Commission Program Agreement” between The Federal Highway Administration, Department of Transportation and the City of University City.

The Grant amount is \$159,780.00. Federal participation is 80% of the project cost, and City participation is 20% of the project cost, equivalent to \$31,956.00. The funding will be available for Federal fiscal year 2015 (October) through 2016.

This cannot be rescheduled as the money has to be obligated before the end of August and City Council does not meet again until September.

RECOMMENDATION:

It is staff recommendation that the attached ordinance be approved by the City Council.

Attachments:

- Missouri Highways and Transportation Commission TAP- Program Agreement
- City’s applicable enabling ordinance

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 01/15 (MWH)
Modified:

University City
Shared Lane Markings

CFDA Number:
CFDA Title: Highway Planning and Construction
Award name/number: TAP - 5402(614)
Award Year: (2015)
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. MAP-21 §1122, §101, §106 and §213, SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Install full-lane width enlarged shared lane markings along five different streets within University City.

Project Limits: 82nd Street from Olive Blvd. to Paramount Drive, Barbara Jordan School
81st Street from Olive Blvd. to Groby Road, Brittany Woods Middle School
Purdue Ave. from Olive Blvd. to Canton Ave.
Jackson Ave. from Delmar Blvd. to University Drive
Old Bonhomme Rd. from Centennial Greenway to 81st Street

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and

incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive

possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission 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.

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

(9) 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.

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

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

Commission.

(12) 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.

(13) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project TAP 5402-614 or contemplated by this Agreement.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) 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. The federal share for this project will be 80 percent not to exceed \$127,824. 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.

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

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

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of

Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (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.

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

(24) 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.

(25) FINAL AUDIT: The Commission may, in its sole discretion, 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.

(26) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) 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.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

UNIVERSITY CITY

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Appendix A - Project Location Map

Bicycle Facilities on 82nd St, 81st St, Purdue Ave, Jackson Ave and Old Bonhomme Rd



Exhibit B – Project Schedule

Project Description: TAP-5402-614 Installation of full-lane width enlarged shared lane markings along five different streets within University City. The streets are 82nd street, 81st street, Purdue Ave., Jackson Ave., and Old Bonhomme Road.

Project Limits: 82nd Street from Olive Blvd. to Paramount Drive, Barbara Jordan School
81st Street from Olive Blvd. to Groby Road, Brittany Woods Middle School
Purdue Ave. from Olive Blvd. to Canton Ave.
Jackson Ave. from Delmar Blvd. to University Drive
Old Bonhomme Rd. from Centennial Greenway to 81st Street

Task	Date
Date funding is made available or allocated to recipient	12/2014
Solicitation for Professional Engineering Services (advertised)	12/2014
Engineering Services Contract Approved	03/2015
Conceptual Study (if applicable)	N/A
Preliminary and Right-of-Way Plans Submittal (if Applicable)	07/2015
Plans, Specifications & Estimate (PS&E) Submittal	02/2016
Plans, Specifications & Estimate (PS&E) Approval	03/2016
Advertisement for Letting	05/2016
Bid Opening	07/2016
Construction Contract Award or Planning Study completed (REQUIRED)	11/2016

*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 a Supplemental Agreement is required to modify this date.

Exhibit C

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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I. General	1
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XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	6
XII. Certification Regarding Use of Contract Funds for Lobbying	8

ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

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

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

II. NONDISCRIMINATION

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

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

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

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major

aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

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

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

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

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

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

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 his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

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

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

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

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

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

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

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

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

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

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

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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

2. Classification:

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

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

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

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

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

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

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

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. Helpers:

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

5. Apprentices and Trainees (Programs of the U.S. DOT):

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

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

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

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

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

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

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

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

transaction for cause of default.

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

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

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

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

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

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

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

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

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

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

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

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

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

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, 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 his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

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

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

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

CFDA Number:
CFDA Title: Highway Planning and Construction
Award name/number: TAP-54026(614)
Award Year: 2015
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF UNIVERSITY CITY

INTRODUCED BY:

DATE: September 21, 2015

BILL NO: **9269**

ORDINANCE NO.

An Ordinance to authorize the City Manager to execute a contract between the City of University City and the Missouri Highway and Transportation Commission providing for the improvements on various streets in University City.

Be it ordained by the City Council of University City as follows:

Section 1. That the City Manager is hereby authorized to execute on behalf of the City of University City a contract with the Missouri Highway and Transportation Commission providing for the *Shared Lane Markings in University City*.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read three times, passed and approved on the day of _____, 20 _____.

APPROVED AS TO FORM

City Attorney

Mayor

Attest:

City Clerk

Meeting minutes of the Board of Trustees for the University City Public Library for June 10, 2015

Members Present: Luise Hoffman, Susan Glassman, Dorothy Davis, LaTrice Johnson, Deborah Arbogast, Rosalind Turner, Edmund Acosta, Joan Greco-Cohen

Members Absent: Joy Lieberman

City Council Liaison: Terry Crow

Library Staff: Patrick Wall – Director, Christa Van Herreweghe, Cynthia Scott

The meeting was called to order at 5:20pm by Luise Hoffman.

Luise Hoffman handed the meeting over to the new President, Edmund Acosta.

Minutes - The minutes from the May 13th meeting were approved.

Correspondence – There was one donation, a thank you note, and a check for Racing to Read grant, and the summer reading program grant from the Missouri State Library.

Friends' Report – they are on summer hiatus, meetings will resume in September. Upcoming speakers for their programs will be Ridley Pearson and George Hodgman (author of “Bettyville”).

Council Liaison Report – Very long City Council meeting on Monday. There was a very nice presentation for the late Leo Drey. Budget discussion. There will be some decreases in hours for Centennial Commons, Natatorium, fire fighters. The budget passed.

Librarian's Report -

Information items were reviewed. Patrick gave an overview of the MPLD summer meeting.

Discussion items -

- . Strategic Planning update was discussed, second meeting will be planned in July or August.
- . Financial Statements – reflect our status at 92% of the fiscal year complete.

. 2015/16 Budget – Instead of reducing our hours, we may be reducing our security staff to four days/week and trimming our part-time staff hours.

President's Report – None. Edmund will be setting up 'listening sessions' with groups of board members.

Committee Reports – Personnel Policy meeting will follow after this one.

Old Business – None.

New Business – None.

Meeting adjourned at 6:28pm.

Service No 189197
Inci# 15-0003813
FDID# 09533

EMS No Patient Report
City of University City

Alarm Date 09/15/2015

Incident No 15-0003813		Crash No	Dates		Times
Scene Address 7450 Cornell AVE			Dispatch Notified		
			First Arrival	09/15/2015	19:44:24
			Last Cleared	09/15/2015	20:00:46
Township	District	County			
Station	Shift	Census			
Occupancy			Mutual Aid		
911 Used			Location Type		
Dispatched For 3436 - Sic					
Type of Service					

No Patient Found

EMS Narrative

INITIAL MEMO: poss heart attack

Dispatcher Memos:

[15-Sep-15 19:52:05] Gateway Ambulance notified by phone - (dispatched - no radio contact)
[15-Sep-15 19:56:18] gateway on scene

Officer Signatures

Signature

Officer Name

09/16/2015

Signature

Member Name

09/16/2015

ENVIRONMENTAL HAZARDS SURVEY

CITY OF UNIVERSITY CITY
DEPT. OF COMMUNITY DEVELOPMENT

UNIVERSITY CITY ANNEX BUILDING

6801 Delmar Boulevard

University City, Missouri 63130

PSI Project Number: 0029-1542
January 13, 2014



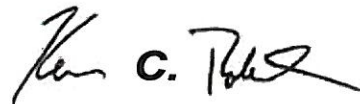
ENVIRONMENTAL HAZARDS SURVEY

For

**UNIVERSITY CITY ANNEX BUILDING
6801 DELMAR BOULEVARD
UNIVERSITY CITY, MISSOURI 63130**

Prepared for

**CITY OF UNIVERSITY CITY
DEPT. OF COMMUNITY DEVELOPMENT
6801 DELMAR BOULEVARD
UNIVERSITY CITY, MISSOURI 63130**



Kevin C. Roberts
Project Manager

Prepared by

**Professional Service Industries, Inc.
8669 Olive Boulevard
St. Louis, Missouri 63132
Telephone 314-432-8073**



Greg Chambliss, RPIH, LEED AP
Department Manager

PSI PROJECT #0029-1542

January 13, 2014

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- APPENDIX F - Inspector/Laboratory Certifications

1.0 INTRODUCTION

1.1 GENERAL INFORMATION

Professional Service Industries, Inc. (PSI) was retained by the City of University City to perform an environmental hazards survey of the University City Annex Building. The Police Department, city jail, and 911 dispatch are located in the Annex Building. The Fire Department previously was based at the Annex Building, but has relocated. Areas inspected included the basement through the third floor of the annex building, a portion of the tunnel leading from the annex building to City Hall, and a portion of the tunnel leading from the annex building to the library. In accordance with state and federal law, certified Missouri Asbestos Building Inspectors and Missouri Lead Inspectors performed the survey and sampling. Kevin Roberts (Asbestos Inspector License 7118122112MOIR12746 / Lead Inspector License 080128-300001836) and Mead Dowling (Asbestos Inspector License 7118041213MOIR304 / Lead Risk Assessor License 100127-300002668) performed the survey December 16th through December 18th, 2013.

In addition to identifying asbestos-containing materials (ACM) and surfaces with paints and/or coatings that contain lead-based paint (LBP), PSI also performed a radon screening, a limited mold evaluation and continuous sewer gas monitoring in specific locations throughout the facility.

This report has been prepared for the exclusive use of the City of University City.

1.2 AUTHORIZATION

Authorization to commence work starting December 16, 2013 was electronically provided to PSI via a signed contract agreement. Captain Carol Jackson coordinated access to the facility.

1.3 PURPOSE

The purpose of the sampling was to determine the presence of hazardous materials and to evaluate if these materials will need to be removed prior to building renovations or demolition.

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University City Annex Building
Environmental Hazards Survey
January 13, 2014
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2.0 SCOPE OF SERVICES

2.1 SCOPE OF WORK

As part of this project, the following services were performed:

- > Asbestos Survey and Sampling
- > Lead Based Paint Sampling
- > Radon Screening
- > Limited Visual Mold Evaluation
- Continuous Monitoring for Sewer Gas Parameters

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3.0 ASBESTOS SURVEY AND SAMPLING

A visual inspection and sampling survey of the facility was conducted in accordance with general USEPA/AHERA sampling guidelines to determine the presence of suspect asbestos-containing materials (ACM). Mr. Kevin Roberts and Mead Dowling, State of Missouri and AHERA accredited asbestos inspectors performed the asbestos survey portion of this project.

Samples of suspect asbestos-containing materials were collected from representative areas of the building, which could be physically entered during the site visit.

Samples were sent to PSI's laboratory located in Pittsburgh, Pennsylvania, for analysis. Samples underwent Polarized Light Microscopy (PLM) analysis for detection of asbestos fibers in the building materials. The current EPA Method for the Determination of Asbestos in Bulk Building Materials is in document EPA-600/R-93/116 July 1993. The results of the analyses are summarized in Section 4.0 of this report. The laboratory report and chain of custody for these analyses are presented in Appendix A.

3.1 ASBESTOS METHODOLOGY

3.1.1 General References

Asbestos sampling and assessment procedures were performed in general accordance with the guidelines published by the United States Environmental Protection Agency (EPA) in 40 CFR Part 763 Subpart E, October 30, 1987.

3.1.2 Visual Inspection

PSI's Missouri certified inspection team conducted a visual inspection for suspect asbestos-containing materials (**SACM**). An initial walkthrough of the survey area was conducted to determine the presence and condition of suspect materials, which were accessible and/or exposed. Materials, which were similar in general appearance, were grouped into homogeneous sampling areas. Samples were collected from suspect ACM. Samples were analyzed using Polarized Light Microscopy (PLM).

On the basement level, piping systems in the mechanical and storage areas had either fiberglass insulation with cementitious "mudded" pipe fittings that contained asbestos, or asbestos-containing pipe and pipe fitting insulation. With the exception of approximately 15 pipe fittings, the remaining piping systems (pipe and pipe fittings) in the tunnel leading to City Hall were insulated with fiberglass. Asbestos-containing ceiling tile and floor tile and mastic, have been identified on all levels of the Annex Building. Asbestos-containing pipe and/or pipe fitting insulation has been identified in the basement and first floor. PSI could not access enclosed pipe chases for inspection. Asbestos containing pipe and/or pipe fitting insulation is assumed to be present in all interior and exterior wall pipe chases, on all levels. Quantities of suspect ACM in the pipe chases could not be confirmed, and therefore is not reflected in the estimated

City of University City, Missouri
University City Annex Building
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quantities provided in this report. Asbestos-containing window caulk and window glazing has been identified on all exterior windows.

Suspect building materials that were identified included floor tile and mastic, floor sheeting, wallboard systems (drywall & joint compound), window and door caulk, window glazing, pipe and pipe fitting insulation, tank insulation, baseboard mastics, ceiling tile, **plaster**, spray applied soundproofing, sink insulation, **and** vibration joint cloth.

3.1.3 Homogeneous Material Classifications

A preliminary walkthrough of the survey area was conducted to determine areas of materials, which were visually similar in color, texture, general appearance, and which appeared to have been installed at the same time. Such materials are termed "homogeneous materials" by the EPA. During this walkthrough, the approximate locations of these homogeneous materials were also noted.

Following the EPA inspection protocol, each identified suspect asbestos homogeneous material was placed in one of the following EPA classifications:

Surfacing Materials (spray or trowel applied to building members)

Thermal System Insulation (materials generally applied to various mechanical systems)

Miscellaneous Materials (any materials which do not fit either of the above categories)

3.1.4 Sampling Procedures

Following the walkthrough, the inspector collected selected samples of suspect asbestos-containing materials. Sampling was limited to those materials physically accessible to the inspector during the time of the inspection, except if the structural integrity of the item being tested would be compromised.

EPA guidelines were used to determine the sampling protocol. Sampling locations were chosen to be representative of the homogeneous material.

Samples of suspect miscellaneous asbestos and lead-based paint materials were taken as randomly as possible while again attempting to sample already damaged areas so as to minimize disturbance of the material. For miscellaneous materials, the number of samples collected was left up to the discretion of the accredited asbestos inspector. For small homogeneous areas of miscellaneous materials, sometimes only one sample was collected for analysis.

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3.1.5 Quantification

Quantities of accessible and/or exposed building materials, which were suspected of containing asbestos, were estimated. This estimation was performed by taking approximate measurements in the field.

3.1.6 Laboratory Procedures

Asbestos analysis using PLM methodology was performed by using the bulk sample for visual observation and slide preparation(s) for microscopic examination and identification. The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, and actinolite/tremolite) and non-asbestos fibrous constituents (mineral wool, paper, etc.). Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

The microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample, using a stereoscope.

PSI laboratories maintain an in-house quality control program. This program involves blind reanalysis of ten percent of samples, precision and accuracy controls, and use of standard bulk reference materials for asbestos.

3.1.7 Report Formats

3.1.7.1 Report Format for Asbestos Survey Summary Table

Sample Number

A number is assigned to each sample to track results. A homogenous area is defined as an area of material that is uniform in color, texture and age. Each homogenous area was given a distinct letter designation. An example of the numbering sequence is as follows:

A-3

A = Homogeneous Material Group

3 = Third sample taken from homogeneous group A.

Material Location

Area in the building where suspect material was found.

Sample Description

Describes the material.

Approximate Quantity

Approximate quantity of material broken down by location.

Abbreviations

SF = Square Feet

LF = Linear Feet

EA = Each

Sample Results

Amount and type of asbestos (Any material containing more than 1% Asbestos is considered an asbestos-containing material (ACM)).

3.1.7.2 Report Format for Laboratory Analyses

Client ID

Unique number assigned by the inspector.

Lab ID

Unique number assigned by the laboratory for each sample.

Sample Description

Description is based on what analysts view under the microscope.

Asbestos Content

Indicates whether the sample contains more than 1% asbestos or no asbestos was detected.

Non-Asbestos Fibers

Indicates the percentage of non-asbestos materials present in the sample.

3.2 ASBESTOS FINDINGS

Asbestos-containing materials were found in this facility. The suspect materials sampled and found to contain asbestos are as follows:

- Ceiling Tile - 2' X 4' Lay-In with Pin-dot pattern - approximately 4,000 sf - basement, Fire Dept. Offices, Main Hallway, Detective Bureau (rms. 205, 206, 207), and "D.A.R.E." office (rm. 301).
- Ceiling Tile - 2' X 4' Lay-In, Off white with crowsfoot pattern - approximately 80 sf - west end of hall by violations bureau.
- Floor Tile - 12" Brown with white streaks with black mastic - approximately 450 sf - basement elevator lobby, phone & computer rooms.
- Floor Tile - 12" White with Multi-Colored Flakes with Yellow Mastic over 12" Brown with yellow mastic - Approximately 885 sf - Break room, "EOC" and west entrance hallways.

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- Floor Tile - 9" Gray with black mastic under carpet - approximately 875 sf - Violations Bureau and associated storeroom (rms. 103 & 128).
- Floor Tile - 12" Tan with white & gray flakes with black mastic - approximately 380 sf - "Booking" hallway.
- Floor Tile - 12" Orange with yellow mastic over white tile with yellow mastic over gray tile with black mastic - approximately 160 sf - watch commander office (rm. 102).
- Floor Tile - 12" Gray mottled with black mastic - approximately 460 sf - report room and former suspect viewing room (rms. 114 & 116).
- Floor Tile - 12" Cream with yellow mastic over 9" green mottled with black mastic (under carpet) - approximately 430 sf - 2nd floor stairway lobby.
- Floor Tile - 12" Orange with yellow mastic over 12" cream with yellow mastic over 9" green mottled with black mastic - approximately 4,060 sf - 2nd floor fire department residence (rm. 222) and southeast stairwell landings.
- Floor Tile - 9" Green mottled with black mastic - approximately 2,315 sf - Detective Bureau, evidence storage, closets, and cell corridor (rms. 202, 205, 206, 207, 208, 217, & 218) and homicide evidence room. Approximately 2,050 sf under carpet.
- Floor Tile - 12" Light tan with white flakes with yellow mastic over wood over 9" green mottled with black mastic - approximately 545 sf - "Swearing In" room and hallway.
- Mastic - Black under carpet and various flooring - approximately 900 sf - Rooms 101, 110, 111, & 117.
- Floor Tile - 9" Dark red with black mastic - approximately 500 sf - Ms. Price office and storeroom (rms. 215 & 216).
- Floor Tile - 9" Brown with black mastic & black vapor barrier - approximately 910 sf - 3rd floor elevator lobby, offices to west of lobby, and "DARE" storage closet (rms. 301, 302, & 303).
- Floor Tile - 12" White mottled with yellow mastic over wood over white tile with gold mastic over wood over 9" brown with black mastic and black vapor barrier - approximately 65 sf - 3rd floor restroom
- Floor Sheeting - Brown terrazzo style under elevated computer floor - approximately 600 sf - "911 dispatch".
- Cementitious "Mudded" Pipe Fitting Insulation on 0" - 4" diameter pipe runs - approximately 235 fittings - Throughout Facility. *(Material assumed to be in all interior and exterior pipe chases, chase quantity not included).*
- Cementitious "Mudded" Pipe Fitting Insulation on 4" - 8" diameter pipe runs - approximately 50 fittings - Basement and 1st Floor. *(Material assumed to be in all interior and exterior pipe chases, chase quantity not included).*
- "Mag Block" Pipe Insulation on 0" - 4" diameter pipe runs - approximately 300 lf - Basement mechanical rooms. *(Material assumed to be in all interior and exterior pipe chases, chase quantity not included).*

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- "Mag Block" Pipe Insulation on 4" - 8" diameter pipe runs - approximately 100 lf - Basement Bicycle storage (rm. 005).
- "Aircell" pipe insulation on 0" - 4" diameter pipe runs - approximately 155 lf - Throughout Facility. (*Material assumed to be in all interior and exterior pipe chases, chase quantity not included*).
- Tank insulation - approximately 10 sf - found on condensate tank in basement EOC mechanical room - assumed to be asbestos-containing due to close proximity of homogeneous area I.
- Vibration Joint Cloth - white - approximately 6 lf - storage area under fire department garage (rm. B9).
- Vibration Joint Cloth - Green Canvas - approximately 16 lf - Basement Evidence Storage Room B5 - assumed.
- Sink Insulation - Black & Gold - approximately 10 sf - 1st Floor break room and mail/print room.
- Exterior Window Glazing - approximately 2,295 lf (45 window units & Clerestory) - throughout facility.
- Exterior Window Caulk - approximately 1,375 lf - (45 window units) - throughout facility.
- Exterior Door Caulk - Gray- approximately 30 lf - East entrance to Police Department.

A material is considered by the EPA and the State of Missouri to be asbestos-containing if at least one sample collected from the homogenous area shows asbestos present in an amount greater than 1 %.

Please refer to Appendix A for a more detailed description of the microscopic analysis in the Asbestos Results Table and Laboratory Reports. In addition, Figures 1 through 4 of this report illustrate the approximate locations of asbestos-containing materials throughout the University City Annex Building.

3.3 ASBESTOS CONCLUSIONS AND RECOMMENDATIONS

Based on the above sample results, there were several areas in the University City Annex Building where asbestos-containing materials are present. These identified asbestos-containing materials should be removed by a Missouri licensed asbestos abatement contractor prior to any renovation and/or demolition activities (if materials are to be disturbed).

Materials that contain less than 1% asbestos are not defined by the EPA or the State of Missouri as an asbestos-containing material (ACM). Analytical data indicates that the following material contained < 1 % Chrysotile asbestos:

- Drywall Joint Compound - White - Throughout the facility.

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In accordance with Occupational Safety and Health Administration (OSHA) regulations, work activities involving the disturbance of materials that contain any asbestos, including <1%, involve certain work practice requirements and prohibitions. PSI recommends that the material be treated as asbestos-containing.

Summary tables and laboratory results are shown in Appendix A of this report. In addition, illustrations showing the locations of asbestos-containing materials throughout the building are shown on Figures 1 through 4.

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4.0 LEAD BASED PAINT SAMPLING

Suspect Lead-Based Paint (LBP) surfaces were tested for lead content using X-Ray Fluorescence (XRF). Testing was performed on representative surfaces of the building, which could be physically entered / accessed during the site visit.

The type of XRF instrument used was a RMD LPA - 1, XRF Device # 1148. The Department of Housing and Urban Development (HUD), the United States Environmental Protection Agency (USEPA), and the Missouri Department of Health and Senior Services (DHSS) specify a positive determination of lead paint when the lead content is equal to or greater than 1.0 milligram of lead per square centimeter of painted surface (mg/cm²) when measured by X-Ray Fluorescence (XRF). The XRF reports for these analyses are presented in Appendix B.

4.1 LEAD BASED PAINT METHODOLOGY

4.1.1 Visual Inspection

PSI's Missouri certified inspection team conducted a visual inspection for suspect lead-based paint (LBP) materials. An initial walkthrough of the survey area was conducted to determine the presence and condition of suspect materials, which were accessible and/or exposed.

4.1.2 Method of Analysis

Paint surfaces were tested for lead content using X-Ray Fluorescence (XRF). Testing was performed on representative surfaces of the survey area, which could be physically entered / accessed during the site visit. HUD, USEPA, and the Missouri DHSS specify a positive determination of lead paint when the lead content is equal to or greater than 1.0 milligrams of lead per square centimeter of painted surface (mg/cm²) when measured by X-Ray Fluorescence (XRF). The XRF reports for these analyses are presented in Appendix B

4.1.3 Report Format for XRF Table

Reading

Correlates to the reading / test performed using the XRF.

Interior / Exterior

Describes if the sample / reading was taken from the interior or exterior of the building.

Room

Describes room where reading was collected, or if from the exterior of the building, which side.

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Wall

Indicates which wall (north, south, east, west) in a room where a reading was collected.

Component

Describes the item where a reading was collected, such as a door casing, hand rail, etc.

Substrate

Describes the matrix of the item where a reading was collected, such as concrete, **plaster**, or wood.

Paint Color

Color of paint or coating.

XRF Reading

Provides the concentration of lead in milligrams per square centimeter (mg/cm²). A painted surface or coating with a reading equal to or greater than 1.0 is considered LBP by HUD, USEPA, and Missouri DHSS.

4.2 LEAD-BASED PAINT FINDINGS

Lead-based paint has been identified at the University City Annex Building. Building components where LBP has been identified are as follows:

Basement

- Tan/Brown metal handrails on the stairwell (B-1) in the basement.
- Orange/Red metal **I-Beams** within the Bike Storage/Evidence Area (Room 005/B-11) in the basement.
- Gray metal handrails on the stairwell to the Jail Cells (**B-12**) in the basement.
- White metal jail cell bars in the Jail Cell (**B-12**) in the basement.
- White metal jail cell walls in the Jail Cell (**B-12**) in the basement.
- White wooden windows in the Fire Department Area (B-7) within the basement.
- White wooden window frames in the Fire Department Area (B-7) within the basement.
- Blue wooden window frames in the Fire Department Area (B-6) within the basement.

It should be noted that all interior windows and window frames within the basement were observed to contain lead-based paint.

1st Floor

- White/Glazed ceramic block walls within the Fire Department Equipment Area (126) within the 1st Floor.

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- White metal pipe along the east wall in the Fire Department Equipment Area (126) within the 1st Floor
- Cream/Tan wooden window frames in the Fire Department Equipment Area (126) within the 1st Floor.

It should be noted that all interior windows and window frames within the 1st Floor were observed to contain lead-based paint.

2nd Floor

- **Blue** wooden handrail on the stairwell/foyer (201) within the 2nd Floor.
- Blue wooden door in the stairwell (201) leading to the exterior within the 2nd Floor.
- Brown wooden window in the Fire Department Restroom within the 2nd Floor.
- Brown wooden door frame in the Detectives Area (205/209) within the 2nd Floor.
- Brownish orange metal door in the Swearing In Room/Ms. Price's Office (216) within the 2nd Floor.
- Mauve metal radiator in the Homicide Evidence Room within the 2nd Floor.

It should be noted that all interior windows and window frames within the 2nd Floor were observed to contain lead-based paint.

3rd Floor

It should be noted that all interior windows and window frames within the 3rd Floor were observed to contain lead-based paint.

Exterior

- Yellow wooden window frames on the exterior of the University City Annex Building.
- Tan metal electrical conduits on the exterior of the University City Annex Building.
- Yellow wooden garage door frames on the exterior of the University City Annex Building.
- Yellow metal/concrete parking bollards on the exterior of the University City Annex Building.
- Cream wooden garage door frames on the exterior of the University City Annex Building.

It should be noted that all exterior windows and window frames (all floors) on the University City Annex Building were observed to contain lead-based paint.

Paint surfaces were tested for lead content using X-Ray Fluorescence (XRF). Testing was performed on representative surfaces of the survey area, which could be physically

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entered / accessed during the site visit. HUD, USEPA, and the Missouri DHSS specify a positive determination of lead paint when the lead content is equal to or greater than 1.0 milligrams of lead per square centimeter of painted surface (mg/cm²) when measured by X-Ray Fluorescence (XRF).

Please refer to Appendix B for the XRF data sheets and Figures 5 through 8 for the locations of lead-based paint components throughout the University City Annex Building.

4.3 LEAD-BASED PAINT CONCLUSIONS AND RECOMMENDATIONS

Based on the above sample results, there are several areas in the University City Annex Building that contain lead-based paints.

For renovation in areas containing lead-based paint, the Occupational Safety & Health Administration (OSHA) regulates workers exposure to lead concentrations based on the permissible exposure limit of 50 pg/m³. Therefore, in order to satisfy OSHA requirements, worker protection and air monitoring may be required for work activities that disturb paints that contain lead in any amount. In accordance with the OSHA Construction Standard for Lead (29 CFR **1926.62**), it is the contractors' responsibility to protect their workers when an employee may be **occupationally** exposed to lead.

In accordance with the State of Missouri's current lead regulations, Lead-Based Paint does not have to be removed prior to building demolition; however, a 5-Toxicity Characteristic Leaching Procedure (TCLP) sample may be required to show that debris can be disposed of as demolition waste.

Tables showing the XRF data results are included in Appendix B of this report. In addition, illustrations showing the locations of lead-based paint components throughout the building are shown on Figures 5 through 8.

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5.0 RADON SCREENING

PSI conducted short-term radon sampling within three (3) indoor areas of the University City Annex Building. Testing was conducted between 9:00am Monday, December 16, 2013 to 3:00pm Wednesday, December 18, 2013 for a total of 54 hours.

5.1 RADON SCREENING METHODOLOGY

The United States Environmental Protection Agency (USEPA) suggests that the lowest area of the building that is used on a regular basis be tested; therefore, the basement was selected for testing since the majority of the basement is finished and used by personnel on a daily basis.

PSI utilized laboratory-prepared short-term charcoal test kits to passively collect air samples during the test period. The kits are designed to be exposed from 48 to 96 hours (2 to 4 days) in closed building conditions. The test kits were deployed at designated locations in the building between two and six feet from the floor (normal breathing zone) and were not placed near exterior walls, windows, heating or cooling vents, and/or doorways (at least 3 feet away). Test areas included the EOC, the Bike Storage/Evidence Room, and the Pistol Range within the basement of the University City Annex Building. The sample devices were allowed to be exposed for approximately 54 hours in closed house conditions before they were collected. The sampling was conducted in accordance with generally accepted USEPA radon sampling protocols and analytical procedures.

Upon conclusion of the test period, air samples were sealed and shipped for analysis to Air Check, Inc. in Mills River, North Carolina.

5.2 RADON FINDINGS

The laboratory analytical report is attached in Appendix C. Sample results are reported in picocuries per liter (pCi/L) and are presented in the table below:

Sample Number	Sample Location	Results (pCi/L)	Duration (Hours)	Start Date	Start Time	End Date	End Time
4732515	Basement - EOC	<0.3	54	12/16/2013	9:00 AM	12/18/2013	3:00 PM
4732516	Basement - Bike Storage/Evidence Room	1.2	54	12/16/2013	9:00 AM	12/18/2013	3:00 PM
4732517	Basement - Pistol Range	0.9	54	12/16/2013	9:00 AM	12/18/2013	3:00 PM
USEPA Indoor Air Action Level for Radon = 4.0 pCi/L							

Results reported in picocuries per liter (pCi/L)

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5.3 RADON SCREENING CONCLUSIONS AND RECOMMENDATIONS

The analysis of the short term test air samples indicate the radon concentrations in the areas sampled in the University City Annex Building are below the United States Environmental Protection Agency (USEPA) indoor air action level of 4.0 pCi/L. Additional sampling (long-term testing) is not required and/or recommended at this time.

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6.0 LIMITED VISUAL MOLD EVALUATION

The subject site is the University City Annex Building located at 6801 Delmar Boulevard in University City, Missouri. PSI understands that the University City Annex Building is being evaluated for potential future renovation/demolition and an environmental hazard survey that includes a limited visual mold evaluation has been requested. Due to concerns of potential mold amplification and/or conditions that may increase the likelihood of future mold growth, PSI was contacted to perform a limited visual mold evaluation.

The purpose of the project was to evaluate the University City Annex Building for the presence of fungal (mold) amplification and for the potential for existing conditions present at the facility to contribute to fungal (mold) amplification. The evaluation was performed in order to gather information to support if additional mold sampling and/or indoor air quality (IAQ) evaluation services are needed.

6.1 LIMITED VISUAL MOLD EVALUATION METHODOLOGY

6.1.1 Scope of Services

PSI performed a walk-through evaluation of accessible areas within the University City Annex Building located at 6801 Delmar Boulevard in University City, Missouri. The general evaluation consisted of a visual walk-through assessment, moisture observations and measurements, and photographic documentation. Surface and airborne fungal samples were not part of this limited mold evaluation.

6.1.1.1 General Evaluation

PSI provided an Industrial Hygienist (IH), working under the direction of a PSI Principal Consultant to perform a non-intrusive walk-through evaluation of accessible areas at the subject site. The evaluation included visual observations of material conditions, building systems and property grounds. Where conditions warranted, materials were moved to aid in visual observation. The following elements were performed during the general evaluation.

Walk Through/Visual Evaluation

PSI performed a visual evaluation focusing on identification of fungi (mold) and water damaged building materials and other sources that may have a negative impact on the indoor environment.

Moisture Observations and Measurements

During the general evaluation, PSI attempted to visually identify stained building materials that included ceiling tiles, gypsum wallboard, **plaster**, carpeting, loose floor tiles, wooden materials, and other water damage evidence. Additionally, drains were observed for evidence of blockage. A Delmhorst 2100 resistance moisture meter was used to determine the moisture content of building materials observed

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within the subject property as being potentially damaged by water. Such materials included gypsum wallboard, **plaster** and wood. Collected data was used to determine its present condition and the extent of saturation of the building material.

Photographic Documentation

Photographic images were collected to document visual observations of the subject site at the time of the evaluation. Photographs of the site evaluation typically included images of observations such as damaged building materials, potential points of microbial growth, sources of moisture or water intrusion, suspect conditions of building systems, etc.

6.1.2 Authorization

Authorization to perform this work was given by University City personnel in a signed contract dated December 11, 2013. Mr. Kevin Roberts and Mr. Mead "Chuck" Dowling of PSI performed the visual evaluation on December 16th through December 18th, 2013.

6.2 LIMITED VISUAL MOLD EVALUATION OBSERVATIONS AND FINDINGS

Observations of water staining, suspect visible mold growth, conditions that may affect the likelihood of future mold growth, and conditions that may affect indoor air quality within the University City Annex Building are shown below. Figures 5 through 8 of this report illustrate the approximate locations of these water damaged materials and suspect visible mold areas. In addition, photos of select areas observed to contain suspect visible mold growth, water staining, and/or water damage throughout the facility are included in Appendix D of this report.

Basement

- Emergency Operations Center (EOC) - Water staining and previous water damage was observed on the east drywall wall in the computer room and on the floor and west drywall wall in the mechanical equipment room of the EOC.
- Machine Room (003) - Water staining and previous water damage was observed on the north drywall wall of the machine room within the basement.
- Existing Pipe Tunnel (B14) - Standing water was observed on the floor on the south end of the tunnel and water staining was observed on the brick/concrete walls within the tunnel.
- Bike Storage/Evidence Area (005/B11) - Water staining was observed on the west drywall wall and previous water damage was observed on the south concrete/brick wall within the bike storage/evidence area.

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- Fire Department Storage Room (B6) - Suspect visible mold was observed growing on the west concrete wall (on paint) within the fire department storage room.
- Fire Department Storage Area (B9) - Standing water was observed on the floor along the north wall (under HVAC unit) in the fire department storage area.

1st Floor

- Fire Chiefs Office in EOC - Suspect visible mold and water staining was observed on ceiling tiles within the fire chiefs office within the EOC.
- Mail Room/Print Shop (102) - Unusual odors were noted and water staining was observed on the south drywall wall (coming from ceiling) of the mail room/print shop. In addition, the faucet within the sink of the mail room was observed to be dripping constantly.
- Captain Jackson's Office within the EOC - Stagnant air and unusually dry air was noted within Captain Jackson's office during the evaluation. In addition, the air diffusers within the office were observed to be dusty.
- Hallway outside of Violations Bureau (101) - Water staining was observed on multiple ceiling tiles near the HVAC diffuser in the hallway outside of the violations bureau.
- Violations Bureau Office (103/129) - Water staining was observed on multiple ceiling tiles near the HVAC diffuser in the violations bureau office.
- Men's Restroom (107) - Water damage (peeling covebase) was observed on the east wall of the men's restroom.
- Women's Restroom (106) - Water staining was observed on multiple ceiling tiles in the women's restroom.
- Roll Call Area (118) - Water staining was observed on several ceiling tiles within the roll call area.
- Men's Locker Room (118) - Water staining was observed on multiple ceiling tiles within the men's locker room.
- Paper Storage Area (118) - Water staining was observed on the concrete ceiling (along cracks) within the paper storage area.

- Booking Hallway and Booking Room (104/113) - Water staining was observed on multiple ceiling tiles within the booking hallway and booking room.

2nd Floor

- Foyer Area outside the Fire Department (201) - Water staining and peeling paint was observed on the **plaster** ceiling within the foyer area outside the fire department. In addition, water saturated carpet was observed directly below this area. Water staining was observed on the ceiling outside the elevator.
- Fire Department Area (222) - Water staining was observed on multiple ceiling tiles within the shower room, a buildup of particulate dust was observed on the walls and ceilings near the HVAC system and diffusers within the main fire department area, water damage and water staining was observed on the east **plaster** walls (crumbling and efflorescence) and **plaster** wall columns (cracking) within the main fire department area, water damage and water staining was observed on the lower portions of the drywall walls of the shower within the restroom, and water staining was observed on the floor around the toilet in the restroom of the fire department area.
- Detective Offices (205/205, 207, 208, 209, 213) - Water staining was observed on several ceiling tiles throughout the detective offices (including questioning rooms) and on a column within the detective office closet.
- Detective Restrooms (212 and **213**) - Water damage (wood floor rotting around the toilets) was observed in **both** the men and women's restrooms of the detective office.
- Swearing In Room - Water damage (wood floor rotting around the drinking fountain) was observed in the swearing in room.
- Ms. Price's Office Area (215 and **216**) - Suspect visible mold and water staining was observed on the north brick wall (on paint) and cardboard boxes within Ms. Price's office. In addition, water saturated carpet and peeling paint (wet) was observed in this area. A musty odor was noted within Ms. Price's office.
- Main Evidence Room - Water damage and water staining was observed on the north brick wall and concrete ceiling of the main evidence room. In addition, peeling paint and efflorescence (calcium buildup) was observed.
- Homicide Evidence Room - Water staining was observed on ceiling tiles and around the windows along the east wall of the homicide evidence room.

3rd Floor

- Command Center (303) - Suspect visible mold was observed on the west **plaster** wall along the bookshelf of the command center. In addition, water staining was observed on multiple ceiling tiles within the command center.
- Foyer and Stairway (304) - Previous water damage was observed on ceiling and **plaster** wall over brick in the foyer stairwell area.
- D.A.R.E. Office (301) - A strong musty odor was noted upon entry into the D.A.R.E. office. In addition, severe water damage (crumbling and efflorescence) was observed on the east and west **plaster** walls and water staining was observed on several ceiling tiles within the D.A.R.E. office.
- Mechanical Room of the D.A.R.E. Office - Water damage (floor tile crumbling and wood rotting) and water staining was observed on the tile/wooden floor in the mechanical room of the D.A.R.E. office. In addition, efflorescence was observed on the **plaster** walls along the baseboards.

A Delmhorst Moisture Meter™ was used to collect measurements from accessible **plaster**, gypsum wallboard surfaces and wood surfaces within the affected areas. The meter was used to evaluate whether elevated moisture levels exist on the surfaces tested that may be conducive to fungal amplification. The Delmhorst 2100 is a "pin-type" meter that measures moisture content based on variances in resistivity. The meter is calibrated to measure a range of 6% to 40% moisture content using a wood scale, 0.2% to 50% using a gypsum scale and 0% to 100% using a reference hard surface scale, i.e. concrete. Using the meter, wood moisture content ranging from 6% to 15% is considered normal, greater than 15% to **17%** is borderline and greater than 17% is elevated. Regarding the gypsum materials, 0.2% to 0.5% is considered normal, greater than 0.5% to 1% is borderline and greater than 1% is elevated, Hard surface materials moisture content, such as concrete or **plaster**, 0% to 85% is considered normal, greater 85% to 95% is borderline and greater than 95% is considered elevated. It should be noted that many interior finish materials such as wood and gypsum readily absorb moisture from ambient air, often increasing measured moisture content into the measured borderline range. Therefore, PSI used background readings and exercised professional judgment in the interpretation of borderline levels.

Basement

- The water stained drywall tested within the basement ranged from 0.1% to 0.4%. This includes the south and east walls and the ceiling at various locations. As such, the drywall tested at the time of evaluation is considered as having normal moisture levels.
- It should be noted that standing water was observed in the existing tunnel and in the fire department storage area.

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1st Floor

- The water stained drywall tested within the 1st Floor ranged from 0.2% to 0.4%. As such, the drywall tested at the time of evaluation is considered as having normal moisture levels.
- The water stained **plaster** tested within the 1st Floor ranged from 62.6% to 81.9%. As such, the **plaster** tested at the time of the evaluation is considered as having normal moisture levels; however several areas were observed to be damaged by previous water incursions.

2nd Floor

- The water stained drywall tested within the 2nd Floor ranged from 0.2% to 0.3%. As such, the drywall tested at the time of evaluation is considered as having normal moisture levels.
- Wood tested within the 2nd Floor ranged from 11% to 14%. As such, the wood tested at the time of evaluation is considered as having normal moisture levels; however, the wood was observed to be damaged (and rotting) by previous water damage.
- The water stained **plaster** tested within the 2nd Floor ranged from 43.6% to 72.6%. As such, the **plaster** tested at the time of the evaluation is considered as having normal moisture levels; however several areas were observed to be damaged (efflorescence and crumbling) by previous water incursions.
- It should be noted that water saturated carpet was observed in the foyer/hallway area outside the fire department and in Ms. Price's office. In addition, visible water was observed draining down the interior side of the north brick wall in Ms. Price's office.

3rd Floor

- Wood tested within the 3rd Floor ranged from 9% to 13%. As such, the wood tested at the time of evaluation is considered as having normal moisture levels; however, the wood was observed to be damaged (and rotting) by previous water damage.
- The water stained **plaster** tested within the 2nd Floor ranged from 64.3% to 78.3%. As such, the **plaster** tested at the time of the evaluation is considered as having normal moisture levels; however several areas were observed to be damaged (efflorescence and crumbling) by previous water incursions.

6.3 LIMITED MOLD EVALUATION CONCLUSIONS AND RECOMMENDATIONS

Based on visual observations of suspect visible mold, buildup of particulates around air diffusers of the HVAC system, water staining of building materials, and water damage throughout the facility, PSI recommends that additional indoor air quality (IAQ) and/or mold sampling evaluations be performed (including the collection of fungal airborne samples) at the University City Annex Building located at 6801 Delmar Boulevard in University City, Missouri to determine the extent of the mold amplification (if any). Figures 5 through 8 of this report illustrate the locations of these water damaged materials and suspect visible mold areas. In addition, photos of select areas observed to contain suspect visible mold

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growth, water staining, and/or water damage throughout the facility are included in Appendix D of this report.

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7.0 CONTINUOUS SEWER GAS MONITORING

The purpose of this scope of work was to perform continuous sewer gas monitoring within the University City Annex Building located at 6801 Delmar Boulevard in University City, Missouri. PSI understands that sewer gas odors have been noted in a few locations of the basement of the facility. PSI performed sewer gas monitoring in one (1) area of concern (complaint area) and one (1) non-complaint area within the facility using equipment with continuous data logging capabilities. PSI provided a an industrial hygienist, under the guidance of a Registered Professional Industrial Hygienist (RPIH), and performed a general evaluation of existing conditions within the facility using RKL Eagle 2 multiple gas monitors with data logging capabilities. The testing was conducted within the existing pipe tunnel (a complaint area) and within the stairwell B-1 landing (non-complaint area), both areas within the basement of the facility.

7.1 SEWER GAS METHODOLOGY

Air sampling was conducted within the existing pipe tunnel (complaint area) and within stairwell B-1 landing (non-complaint area) for the basic 4-gas (sewer gas) parameters consisting of methane (CH₄), percent oxygen (% O₂), hydrogen sulfide (H₂S), and carbon monoxide (CO) using RKL Eagle 2 multiple gas monitors with data logging capabilities. This general evaluation of the sewer gas parameters was based on continuous 24-hour sampling for a period of 5 consecutive days.

7.1.1 Authorization

Authorization to perform this work was given by University City personnel in a signed contract dated December 11, 2013. Mr. Kevin Roberts, an Industrial Hygienist with PSI began the evaluation on December 16, 2013 and stopped the continuous sampling equipment on December 20, 2013.

7.2 SEWER GAS MONITORING OBSERVATIONS AND FINDINGS

Existing Pipe Tunnel- Complaint Area

Upon entry into the existing pipe tunnel, unusual odors were not noted; however, the tunnel was observed to be damp and elevated in temperature as compared to the rest of the facility. The tunnel consisted primarily of concrete block and brick walls with piping along the west wall. In addition, a sewer manhole/drain was observed near the northern end of the tunnel near the access door. One (1) sewer gas monitor with data logging capabilities was placed within the existing pipe tunnel.

Stairwell B-1 Landing ~ Non-Complaint Area

Upon entry into stairwell B-1, unusual odors were not noted. The stairwell landing consisted of a concrete floor and **plaster/concrete** walls with a drinking fountain at the bottom of the stairs. One (1) sewer gas monitor with data logging capabilities was placed within the stairwell B-1 landing. This stairwell landing was chosen as the non-

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complaint sample area since it was a heavy traffic area near the complaint area and since it was recommended by University City Annex personnel.

Sewer Gas Parameters

The sewer gas parameters were compared to Occupational Safety and Health Administration's (OSHA's) Permissible Exposure Limits (PELs) for time-weighted averages (TWA) and/or ceiling levels, the National Institute for Occupational Safety and Health's (NIOSH's) Recommended Exposure Limits (RELs) for ceiling levels, and the American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Values (TLVs) for TWA levels. One (1) monitor was placed within the existing pipe tunnel (complaint area) and one (1) monitor was placed within the stairwell B-1 landing (non-complaint area) of the basement of the facility.

Results can be referenced in the continuous sewer gas monitoring data reports which are included in Appendix E of this report. The table below summarizes the results on a daily basis:

Existing Pipe Tunnel - Complaint Area

Date	Methane (GH4)-	Oxygen - %	Hydrogen Sulfide (H2S) - PPM	Carbon Monoxide (GO) - PPM
12/16/2013	<20 PPM	Between 20.5% & 21.0%	0.0 PPM	<47 PPM
12/17/2013	NA	Between 20.9% & 21.0%	0.0 PPM	0.0 PPM
12/18/2013	<70 PPM	Between 20.9% & 21.0%	0.0 PPM	0.0 PPM
12/19/2013	<145 PPM	20.9%	0.0 PPM	0.0 PPM
12/20/2013	<200 PPM	20.9%	0.0 PPM	0.0 PPM
OSHA PEL	NA	Between 19.5% & 23.5%	20 PPM ¹	50 PPM ²
NIOSH REL	NA	Between 19.5% & 23.5%	10 PPM ¹	200 PPM ¹
ACGIH TLV	1,000 PPM ²	Between 19.5% & 23.5%	1 PPM ²	25 PPM ²

¹ Ceiling (Not to Exceed)

² 8-hour time-weighted average (TWA)

Concentrations listed on table are the maximum concentration observed for that day; therefore, are not TWA's

Data collected by using an RKI Eagle 2 meter with data logging - Serial Number E2A376

Started 12-16-2013 at 8:47 AM and ended 12-20-2013 at 10:33 AM

Methane levels collected within the existing pipe tunnel were below the recommended ACGIH TLVs of 1,000 parts per million (PPM) during an 8-hour TWA. It should be noted that OSHA and NIOSH do not recognize exposure limits of methane; however, OSHA and NIOSH recognize that environments consisting of methane concentrations of 50,000 PPM to 150,000 PPM (5% to 15% volume) are potentially explosive and environments consisting of methane concentrations of 500,000 PPM may cause asphyxiation. Oxygen levels within the existing pipe tunnel were within the OSHA's regulated levels and NIOSH's and ACGIH's recommended guidelines of 19.5% to

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23.5% oxygen. Hydrogen sulfide was not detected during the sampling period within the existing pipe tunnel; therefore, the results were below OSHA's PEL and NIOSH's and ACGIH's recommended guidelines. Carbon monoxide was detected on Monday, December 16, 2013 in the existing pipe tunnel; however, the results were below OSHA's PEL TWA of 50 PPM and below NIOSH's REL ceiling level of 200 PPM. Carbon monoxide was not detected during the rest of the sampling period. It should be noted that the sampling device was inadvertently unplugged and the unit was not in operation (lost power) between 12:21PM and 3:18PM on December 17, 2013. Based on the review of the data collected within the existing pipe tunnel during the sampling period, sewer gas parameters were below and/or within regulatory and recommended guidelines and the data did not show any consistency of parameter spikes on any given time of the day.

Stairwell B-1 Landing - Non-Complaint Area

Date	Methane (CH ₄) -	Oxygen - %	Hydrogen Sulfide (H ₂ S) - PPM	Carbon Monoxide (CO) - PPM
12/16/2013	≤15 PPM	20.9%	0.0 PPM	0.0 PPM
12/17/2013	≤10 PPM	20.9%	0.0 PPM	0.0 PPM
12/18/2013	≤25 PPM	20.9%	0.0 PPM	0.0 PPM
12/19/2013	≤45 PPM	20.9%	0.0 PPM	0.0 PPM
12/20/2013	≤30 PPM	20.9%	0.0 PPM	0.0 PPM
OSHA PEL	NA	Between 19.5% & 23.5%	20 PPM ¹	50 PPM ²
NIOSH REL	NA	Between 19.5% & 23.5%	10 PPM ¹	200 PPM ¹
ACGIH TLV	1,000 PPM ²	Between 19.5% & 23.5%	1 PPM ²	25 PPM ²

¹ Ceiling (Not to Exceed)

² 8-hour time-weighted average (TWA)

Concentrations listed on table are the maximum concentration observed for that day; therefore, are not TWA's. Data collected by using an RKI Eagle 2 meter with data logging - Serial Number E2B641. Started 12-16-2013 at 8:55 AM and ended 12-20-2013 at 10:30 AM.

Methane levels collected within the stairwell B-1 landing were below the recommended ACGIH TLVs of 1,000 parts per million (PPM) during an 8-hour TWA. Oxygen levels within the stairwell B-1 landing were within the OSHA's regulated levels and NIOSH's and ACGIH's recommended guidelines of 19.5% to 23.5% oxygen. Hydrogen sulfide and carbon monoxide were not detected during the sampling period within the stairwell B-1 landing; therefore, the results were below OSHA PEL's and NIOSH and ACGIH recommended guidelines. Based on the review of the data collected within the stairwell B-1 landing during the sampling period, sewer gas parameters were below and/or within regulatory and recommended guidelines and the data did not show any consistency of parameter spikes on any given time of the day.

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7.3 SEWER GAS MONITORING CONCLUSIONS AND RECOMMENDATIONS

Based on the continuous monitoring sample results collected between December 16, and December 20, 2013, methane, percent oxygen, hydrogen sulfide, and carbon monoxide were below and/or within regulatory and recommended guidelines and the data did not show any consistency of parameter spikes on any given time of the day. It should be noted that methane and carbon monoxide were detected within the existing pipe tunnel (complaint area) and methane was detected in the stairwell B-1 landing (non-complaint area); however, the results in both areas were below OSHA PEL's and recommended guideline levels. Although carbon monoxide was detected below the OSHA PEL within the existing pipe tunnel, it should be noted that carbon monoxide is an odorless gas that is toxic and has the ability to cause death by asphyxiation at high concentrations. Since carbon monoxide has the potential to accumulate in the existing pipe tunnel of the facility, PSI recommends that the University City Annex personnel install a carbon monoxide detector within the existing pipe tunnel to measure carbon monoxide levels over time and sound an alarm if dangerous levels accumulate giving personnel adequate warning to safely ventilate or evacuate the area (if need be).

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8.0 ENVIRONMENTAL COST ESTIMATES

PSI used recognized standard engineering principals in developing the unit cost budgetary estimate for removal of the listed environmental concerns. This estimate is for removal and disposal of the listed items and anticipates all work being performed at the same time.

Asbestos-containing Materials

12,935 sf of floor tile and/or mastic	\$	77,610.00
600 sf floor sheeting	\$	4,800.00
4,080 sf Ceiling Tile - 2' X 4' Lay-in	\$	8,160.00
10 sf of condensate tank insulation	\$	750.00
235 pipe fittings (<4" diameter)	\$	8,225.00
50 pipe fittings (4" - 8" diameter)	\$	1,750.00
300 lf of pipe insulation (<4" diameter)	\$	6,000.00
100 lf of pipe insulation (4" - 8" diameter)	\$	2,500.00
155 lf of Aircell Pipe Insulation (<4" diameter)	\$	3,100.00
45 Window Units and Clerestory	\$	18,250.00
30 lf of door caulk	\$	350.00
22 lf of Vibration Joint Cloth	\$	1,000.00
TOTAL ESTIMATED ASBESTOS ABATEMENT COSTS:	\$	132,495.00*

(* Does not include unquantified materials assumed to be in interior/exterior pipe chases that were inaccessible at time of survey).

Lead-Based Paint Materials

In accordance with the State of Missouri's current lead regulations, Lead-Based Paint does not have to be removed prior to building demolition.

5-Toxicity Characteristic Leaching Procedure (TCLP) samples \$ 750.00

(To show that debris can be disposed of as demolition waste)

Environmental Consulting Costs

Project Design, Technical Specifications, Pre-Construction	
Bid Meeting and Bidding Assistance	\$ 2,500.00
Project Oversight and Air Monitoring - 40 shifts @ \$395 each	\$ 15,800.00
Project Closeout Documentation	\$ 1,500.00
TOTAL ESTIMATED CONSULTING COSTS:	\$ 19,800.00
ESTIMATED REMEDIATION COSTS (CONTRACTOR & CONSULTANT):	\$153,045.00

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This is an estimate only, intended for use in general policy discussions regarding program development and planning. The figures are as of the date of the report and cover only the abatement contractor's fees. Not included are items such as: project management or indirect or hidden costs. Other variables included in an engineering cost estimate are the project schedule and phasing, size of the project, required demolition and other factors which can affect project cost. It is recognized that neither PSI nor the owner has control over the cost of labor, materials or equipment, market or negotiating conditions. Accordingly, PSI cannot and does not warrant or represent that bids or negotiated prices will not vary from the budgetary estimate prepared by PSI.

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9.0WARRANTY

Professional Service Industries, Inc. warrants that the findings contained herein have been prepared in general accordance with accepted professional practices as applied by similar professionals in the community at the time of its preparation. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.

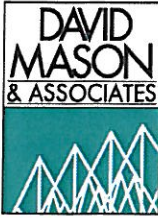
The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence, condition and hazard potential of accessible and/or exposed suspect asbestos-containing materials in the facility at the time of inspection. Test results are valid only for the material tested.

There is a distinct possibility that conditions may exist which could not be identified within the scope of study or which were not apparent during the site visit. This inspection covered only those areas, which were exposed and/or physically accessible to the inspector. The study is also limited to the information available from the client at the time it was conducted.

PSI did not provide any service to investigate or detect the presence of moisture, mold or other biological contaminants in or around any structure, or any service that was designed or intended to prevent or lower the risk of the occurrence of the amplification of the same. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of PSI's control, and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, PSI cannot and shall not be held responsible for the occurrence or recurrence of mold amplification.

No other warranties are implied or expressed.

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Engineering PM/CM
Architecture Planning
Surveying Environmental

Memorandum

To: John Kildea

From: Ronald L. Mackey

Subject: Structural Evaluation/Assessment of Existing U-City Police Annex

Date: 04-21-2015

Project: 2014299-00 Chiodini U-City Police Annex

Copies to: File

On Tuesday April 14, 2015 a visual inspection of the existing U-City Police Annex was performed as part of the evaluation and assessment to determine if the existing facility can be upgraded to an essential facility based on the current building codes, IBC 2012(Ord. No. 6928, 10-28-2013) and IEBC 2012(Ord. No. 6929, 10-28-2013) as adopted by the City of University City. It is my understanding that the existing building may qualify as a Historic Building. The existing plans were not available except for four (4) architectural plan sheets dated from 1972 thru 1976 involving interior room renovations and elevator upgrade or installation. A description of the building and a summary of the inspection and conclusions/recommendations are outlined below. A preliminary cost estimate was prepared based on upgrading the existing building to an essential facility.

Building Description

The existing building, which is about 100' x 105' in plan dimensions, is a two/three story structure with a basement and multi-wythe brick and stone veneer exterior walls above the basement. The date of construction could not be determined for the existing building but appears to have been constructed in the early 1900's as part of the Lewis Publishing Company facility which started construction in 1903 according to information obtained from University City's official website. The two story portion is about 70' x 105' and the three story portion is about 30' x 105' in plan dimensions with no separation joint. Based on a review of the available existing plans, the first floor level is about 9'-6" above the basement level, the second floor level is about 15'-0" above the first and the third floor/roof level is about 12'-0" above the second. The primary framing system at each level consist of reinforced concrete tapered slabs supported by concrete beams, columns and exterior masonry walls. Other interior areas are framed with wood. The foundation for the existing building could not be determined during the inspection but appears to be constructed of concrete continuous and spread footings for the interior of the structure and continuous stone foundations for the exterior masonry walls based on the available existing plans. The existing building is connected to City Hall with a one story masonry structure with a concrete pipe tunnel below grade.

The existing lateral load resisting system appears to be unreinforced masonry shear walls in combination with concrete moment frames with rigid diaphragms (concrete floor). Based on the year the building was constructed, the requirements for seismic resistance for buildings was not developed (early 1930's or 1940's) and wind was most likely the predominant lateral load used for design.

Summary of Inspection

The inspection of the building consisted of a visual inspection of the interior and exterior of the building including the basement and roof. It was raining the day before the inspection but cloudy with no rain during the inspection.

The basement floor and walls were inspected and appear to be in fair condition with signs of water infiltration on the floors and walls. Cracks were noticed on the floors and walls but did not appear to be structurally unsafe. Water puddles were noticed in several locations on the floor with water stains about two inches above the floor on some interior non-load bearing partition walls. The underside of the structural framing which supports the floor of the Firehouse was inspected and appears to be in fair condition except for signs of water infiltration on the floor and minor rust on the steel framing. The columns and foundation below the Firehouse appear to be in fair condition and no signs of settlement was noticed. The pipe tunnel connecting the existing building to City Hall was inspected and appears to be in poor condition due to excessive water infiltration on the walls which appear to be bulging outward in several locations. Water puddles were noticed in several locations on the floor of the tunnel.

The first floor and walls were inspected and appear to be in fair condition except in locations where water infiltration was noticed on the ceiling, walls and floors. In areas where the concrete slab was exposed, signs of water infiltration and minor cracks were noticed near interior and exterior masonry walls. Portions of the exterior masonry walls below windows or openings showed signs of deterioration which appears to be the result of the water infiltration. The interior concrete beams and columns that were exposed to view appear to be in fair condition.

The second floor and walls were inspected and appear to be in fair condition except in locations where water infiltration was noticed on the ceiling, walls and floors. Carpeted areas within corridors were damp in several locations. In areas with carpets and floors that appear to be wood framed, the floor was loose and sagging at the bearing locations where signs of water infiltration was noticed. In areas where the concrete slab was exposed, signs of water infiltration and minor cracks were noticed near exterior masonry walls. Significant cracks were noticed at the bottom of a concrete beam at the bearing location near an exterior wall but no cracks were noticed on the slab and beam interface above the crack. The cause of the crack could not be determined during the inspection and the area where the crack was noticed was not occupied. Mold growth was noticed in several unoccupied locations on the walls. Portions of the exterior masonry walls below windows or openings showed signs of deterioration which appears to be the result of the water infiltration.

The third floor and walls were inspected and appear to be in fair condition except in locations where water infiltration was noticed on the ceiling, walls and floors. Carpeted areas within corridors were damp in several locations. In areas with floors that appear to be wood framed, the floor was loose and sagging at the bearing locations where signs of water infiltration was noticed.

The roof of the two story portion, which is a gravel/asphalt roof, was inspected and appears to be in good condition. The parapets were inspected and appear to be in fair condition with mortar missing in several locations. No puddles were noticed on the roof during the inspection and the roof drains were open. The roof of the three story portion was not inspected.

Conclusions and Recommendations

Based on the visual inspection of the building, the overall condition of the building is poor due to the excessive amount of water infiltration noticed on the floors and walls at every level. The exterior face of the exterior walls appear to be in good condition based on a visual inspection but the amount of water infiltration on the interior would indicate that the current wall construction is not adequate in prevention of water infiltration. Based on conversations with occupants of the building during the inspection, it appears the water infiltration occurs during any rain event.

The existing building structural capacity is required to determine if the upgrade to an essential facility is possible and cannot be determined without additional inspections and core samples to determine material properties for analysis. Based on the year the structure was built and the amount of water infiltration, it is recommended that before any renovation for the building occurs, the exterior multi-wythe brick and stone veneer walls be removed and rebuilt to prevent water infiltration and continued deterioration of the connecting structural elements(walls, floors, beams, etc.). Although the building shows no direct signs of collapse, based on a visual inspection, the building structure is not adequate in its current condition to resist code determined seismic forces as an essential structure per IBC. Police and Fire Stations are designated as essential structures and the current construction of the existing building annex is not permitted except in regions with low seismic activity. Our location near the New Madrid fault puts the existing structure in the moderate seismic activity zone.

In determining if the existing building can be upgraded to an essential facility based on current adopted code requirements, the following must be considered:

- 1.) Service Life & Condition of Structure: The service life and condition of the structure is used to prorate the capacity of the structural system based on the age and condition of the structure. Since the existing building appears to have been in service for over 100 years and currently has significant water infiltration, the capacity of the new lateral load resisting (LLRS) system should be reduced to 50% of the capacity which means we would need to provide a LLRS that is at least double the requirements for a new building. Even with a LLRS system upgrade and water infiltration prevention, the anticipated life for the structure would be much less than a new facility due to the current age and properties of the existing structural elements.

- 2.) Geotechnical Seismic Values: Since this an existing structure and existing soil information is not available, we would need to use seismic values that are based on Site Class D. A site specific Geotechnical report would be required to determine the seismic forces for the existing structure and the connecting tunnels. Based on the existing construction which appears to use moment frames and unreinforced shear walls, the proposed lateral system for renovation would require a LLRS that is allowed for higher seismic design categories (SDC D or E).
- 3.) Lateral Load Resisting System: Special braced frame systems can be used assuming that the masonry shear walls and concrete moment frames are removed from the existing LLRS. The braced framed systems will be attached to the existing concrete beams, diaphragms and foundation. The masonry load bearing walls will need to be detached from the diaphragm and re-attached as veneer walls only. The existing concrete frames will be utilized for gravity loads and reinforced at the joints based on structural systems not part of the LLRS.
- 4.) Foundation System: The foundation of the existing building will require modifications to transfer the loads from the LLRS including any uplift forces from the braced frames. The foundations will require a soil bearing system capable of resisting lateral and uplift forces. Several soil borings will be required to determine a suitable foundation system. Foundation demolition will be required to upgrade existing foundations and install new foundations. Due to the space limitations within the existing structure, the preferred location for LLRS would be at the perimeter of the building.
- 5.) Ceiling-Mechanical-Plumbing-Electrical: The ceiling, HVAC ducts, pipes, units and electrical fixtures that are suspended from the floor and roof framing will have to be braced in order to comply with current seismic code requirements since several are suspended several feet from the floor above. Roof top units may require additional framing to resist earthquake loads. The framing members supporting the units may also have to be stiffened.

A preliminary cost estimate based on the above items was prepared. No seismic calculations were done to determine the LLRS. Braced systems for a similar building structure were used to determine a preliminary cost. A contingency of 30% was added to account for unknown conditions that may exist once demolition work is started. The preliminary estimated cost for upgrading the existing building to an essential facility based on current code requirements for structural work only is approximately \$2,400,000.

09533 FDID *	MO State *	09 15 Incident Date *	2015 Year	EH1 Station	15-0003813 Incident Number *	000 Exposure *	<input type="checkbox"/> Delete <input type="checkbox"/> Change <input type="checkbox"/> No Activity	NFIRS -1 Basic
B Location* <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Census Tract Module in Section B "Alternative Location Specification". Use only for Wildland fires.								
<input checked="" type="checkbox"/> Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions								
Cornell UNIVERSITY CITY MO 65130 State Zip Code								
Cross street or directions, as applicable								
C Incident Type * 311 Medical assist, assist EMS crew Incident type			E1 Date & Times Midnight is 0000 Check boxes if dates are the same as Alarm Date. Alarm * 09 15 2015 19:39:48 Month Day Year Hr Min Sec ALARM always required			E2 Shift & Alarms Local Option A DIST5 Shift or Alarms District		
D Aid Given or Received* 1 <input checked="" type="checkbox"/> Mutual aid received 2 <input type="checkbox"/> Automatic aid recvd. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given N <input type="checkbox"/> None Their FDID Their State Their Incident Number			E3 Special Studies Local Option Special Study Value					
F Actions Taken * 70 Assistance, Other Primary Action Taken (1) Additional Action Taken (2) Additional Action Taken (3)			G1 Resources * <input checked="" type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression 0001 0005 EMS Other <input type="checkbox"/> Check box if resource counts include aid received resources.			G2 Estimated Dollar Losses & Values LOST - Required for all fires if known. Optional for non fires. Property \$ 000,000 Contents \$ 000,000 PRE-INCIDENT VALUE: Optional Property \$ 000,000 Contents \$ 000,000		
Completed Modules <input type="checkbox"/> Fire-2 <input type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input checked="" type="checkbox"/> EMS-6 <input type="checkbox"/> HazMat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Arson-11			H1* Casualties Deaths Injuries Fire Service Civilian H2 Detector Required for Confined Fires. 1 <input type="checkbox"/> Detector alerted occupants 2 <input type="checkbox"/> Detector did not alert them U <input type="checkbox"/> Unknown			H3 Hazardous Materials Release N <input type="checkbox"/> None 1 <input type="checkbox"/> Natural Gas: slow leak, no evaluation or HazMat actions 2 <input type="checkbox"/> Propane gas: <21 lb. tank (as in home BQ grill) 3 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 4 <input type="checkbox"/> Kerosene: fuel burning equipment or portable storage 5 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable 6 <input type="checkbox"/> Household solvents: home/office spill, cleanup only 7 <input type="checkbox"/> Motor oil: from engine or portable container 8 <input type="checkbox"/> Paint: from paint cans totaling < 55 gallons 0 <input type="checkbox"/> Other: Special HazMat actions required or spill > 55gal.. Please complete the HazMat form		
J Property Use* Structures 131 <input type="checkbox"/> Church, place of worship 161 <input type="checkbox"/> Restaurant or cafeteria 162 <input type="checkbox"/> Bar/Tavern or nightclub 213 <input type="checkbox"/> Elementary school or kindergarten 215 <input type="checkbox"/> High school or junior high 241 <input type="checkbox"/> College, adult education 311 <input type="checkbox"/> Care facility for the aged 331 <input type="checkbox"/> Hospital Outside 124 <input type="checkbox"/> Playground or park 655 <input type="checkbox"/> Crops or orchard 669 <input type="checkbox"/> Forest (timberland) 807 <input type="checkbox"/> Outdoor storage area 919 <input type="checkbox"/> Dump or sanitary landfill 931 <input type="checkbox"/> Open land or field			I Mixed Use Property NN <input type="checkbox"/> Not Mixed 10 <input type="checkbox"/> Assembly use 20 <input type="checkbox"/> Education use 33 <input type="checkbox"/> Medical use 40 <input type="checkbox"/> Residential use 51 <input type="checkbox"/> Row of stores 53 <input type="checkbox"/> Enclosed mall 58 <input type="checkbox"/> Bus. & Residential 59 <input type="checkbox"/> Office use 60 <input type="checkbox"/> Industrial use 63 <input type="checkbox"/> Military use 65 <input type="checkbox"/> Farm use 00 <input type="checkbox"/> Other mixed use 341 <input type="checkbox"/> Clinic, clinic type infirmary 342 <input type="checkbox"/> Doctor/dentist office 361 <input type="checkbox"/> Prison or jail, not juvenile 419 <input checked="" type="checkbox"/> 1-or 2-family dwelling 429 <input type="checkbox"/> Multi-family dwelling 439 <input type="checkbox"/> Rooming/boarding house 449 <input type="checkbox"/> Commercial hotel or motel 459 <input type="checkbox"/> Residential, board and care 464 <input type="checkbox"/> Dormitory/barracks 519 <input type="checkbox"/> Food and beverage sales 936 <input type="checkbox"/> Vacant lot 938 <input type="checkbox"/> Graded/care for plot of land 946 <input type="checkbox"/> Lake, river, stream 951 <input type="checkbox"/> Railroad right of way 960 <input type="checkbox"/> Other street 961 <input type="checkbox"/> Highway/divided highway 962 <input type="checkbox"/> Residential street/driveway			539 <input type="checkbox"/> Household goods, sales, repairs 579 <input type="checkbox"/> Motor vehicle/boat sales/repair 571 <input type="checkbox"/> Gas or service station 599 <input type="checkbox"/> Business office 615 <input type="checkbox"/> Electric generating plant 629 <input type="checkbox"/> Laboratory/science lab 700 <input type="checkbox"/> Manufacturing plant 819 <input type="checkbox"/> Livestock/poultry storage (barn) 882 <input type="checkbox"/> Non-residential parking garage 891 <input type="checkbox"/> Warehouse 981 <input type="checkbox"/> Construction site 984 <input type="checkbox"/> Industrial plant yard Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use 419 1 or 2 family dwelling		

K1 Person/Entity Involved

Local Option

Business name (if applicable)

Area Code

Phone Number

☐ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

☐ More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary

K2 Owner

☐ Same as person involved? Then check this box and skip the rest of this section.

Local Option

Business name (if Applicable)

Area Code

Phone Number

☐ Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name

MI

Last Name

Suffix

Number

Prefix

Street or Highway

Street Type

Suffix

Post Office Box

Apt./Suite/Room

City

State

Zip Code

L Remarks

Local Option

INITIAL MEMO: poss heart attack

Dispatcher Memos:

[15-Sep-15 19:52:05] Gateway Ambulance notified by phone - (dispatched - no radio contact)
[15-Sep-15 19:56:18] gateway on scene

L Authorization

Officer in Charge ID

Signature

PCP

Position or rank

2624

Assignment

09

Month

Day

2015

Year

Check box if same as Officer in charge.

Member making report ID

Signature

PCP

Position or rank

2624

Assignment

09

Month

Day

2015

Year

09533

FDID

*

MO

State

*

9

15

2015

Incident Date

*

EH1

Station

15-0003813

Incident Number

*

000

Exposure

*

Complete
Narrative

Narrative:

INITIAL MEMO: poss heart attack

Dispatcher Memos:

[15-Sep-15 19:52:05] Gateway Ambulance notified by phone - (dispatched - no radio contact)
[15-Sep-15 19:56:18] gateway on scene

A		FDID * 09533		State * MO		Incident Date * 9/15/2015		Station * EH1		Incident Number * 15-0003813		Exposure * 000		<input type="checkbox"/> Delete <input type="checkbox"/> Change		NFIRS - Apparatus Resource	
B Apparatus or * Resource		Date and Times						Sent <input checked="" type="checkbox"/>	Number of * People	Use			Actions Take				
		Check if same as alarm date Month Day Year Hour Min								Check ONE box for each apparatus to indicate its main use at the incident.							
1	ID 2624 Type 101	Dispatch	<input checked="" type="checkbox"/>	9	15	2015	19:40	<input checked="" type="checkbox"/>	5	<input checked="" type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input checked="" type="checkbox"/>	9	15	2015	19:44										
		Clear	<input checked="" type="checkbox"/>	9	15	2015	20:00										
2	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
3	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
4	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
5	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
6	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
7	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
8	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														
9	ID Type	Dispatch	<input type="checkbox"/>					<input type="checkbox"/>		<input type="checkbox"/> Suppression	<input type="checkbox"/> EMS	<input type="checkbox"/> Other					
		Arrival	<input type="checkbox"/>														
		Clear	<input type="checkbox"/>														

Type of Apparatus or Resources

Ground Fire Suppression
 11 Engine
 12 Truck or aerial
 13 Quint
 14 Tanker & pumper combination
 16 Brush truck
 17 ARF (Aircraft Rescue and Firefighting)
 10 Ground fire suppression, other
 Heavy Ground Equipment
 21 Dozer or plow
 22 Tractor
 24 Tanker or tender
 20 Heavy equipment, other
 Aircraft
 41 Aircraft: fixed wing tanker
 42 Helitanker
 43 Helicopter
 40 Aircraft, other

Marine Equipment
 51 Fire boat with pump
 52 Boat, no pump
 50 Marine apparatus, other
 Support Equipment
 61 Breathing apparatus support
 62 Light and air unit
 60 Support apparatus, other
 Medical & Rescue
 71 Rescue unit
 72 Urban Search & rescue unit
 73 High angle rescue unit
 75 BLS unit
 76 ALS unit
 70 Medical and rescue unit, other

More Apparatus?
 Use Additional
 Sheets

Other
 91 Mobile command post
 92 Chief officer car
 93 HazMat unit
 94 Type 1 hand crew
 95 Type 2 hand crew
 99 Privately owned vehicle
 00 Other apparatus/resource
 NN None
 UU Undetermined

NFIRS-9 Revision 11/17/98

A		FDID 09533 *		State MO *		Incident Date 9/15/2015 *		Station EH1		Incident Number 15-0003813 *		Exposure 000 *		<input type="checkbox"/> Delete <input type="checkbox"/> Change		NFIRS - 10 Personnel	
----------	--	---------------------	--	-------------------	--	----------------------------------	--	--------------------	--	-------------------------------------	--	-----------------------	--	--	--	---------------------------------	--

B Apparatus or Resource <small>Use codes listed below</small>		Date and Times <small>Check if same as alarm date</small>				Sent	Number of People	Use <small>Check ONE box for each apparatus to indicate its main use at the incident.</small>	Actions Taken <small>List up to 4 actions for each apparatus and each personnel.</small>	
		Month	Day	Year	Hours/mins					
1	ID 2624 Type 101	Dispatch <input checked="" type="checkbox"/>	9	15	2015	19:40	Sent <input checked="" type="checkbox"/>	5	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
		Arrival <input checked="" type="checkbox"/>	9	15	2015	19:44	Sent <input checked="" type="checkbox"/>			<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
		Clear <input checked="" type="checkbox"/>	9	15	2015	20:00				<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
		PR	X				
		PCP	X				
		FFP	X				
		FFP	X				
		PM	X				

2	ID <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Sent <input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
	Type <input type="text"/>	Arrival <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
		Clear <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

3	ID <input type="text"/>	Dispatch <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Sent <input type="checkbox"/>	<input type="text"/>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
	Type <input type="text"/>	Arrival <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>
		Clear <input type="checkbox"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>				<div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 20px; display: inline-block;"></div>

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

09533 FDID *	MO State *	9 15 Incident Date *	2015 Year	EH1 Station	15-0003813 Incident Number *	000 Exposure *	Responding Personnel
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Staff ID\Staff Name	Unit	Activity	Position	Rank	PayScl	Hrs	HrsPd	Pts
				PR		0.34	0.34	1.00
				PCP		0.34	0.34	1.00
				FFP		0.34	0.34	1.00
				FFP		0.34	0.34	1.00
				PM		0.34	0.34	1.00

Total Participants: 5

Total Personnel Hours: 1.70

09533
FDIDMO
State9 15
Incident Date

2015

EH1
Station15-0003813
Incident Number000
ExposureResponding
Units/Personnel

Unit	Notify Time	Enroute Time	Arrival Time	Cleared Time
2624 2012 Pierce Velocity	19:40:24	19:43:47	19:44:24	20:00:46

Staff ID\Staff Name	Activity	Rank	Position	Role
	Medical At Scene	Probationar		
	Medical At Scene	Paramedic C		
	Medical At Scene	Firefighter		
t	Medical At Scene	Firefighter		
	Medical At Scene	Paramedic		

Unit Narrative

Upon arriving on scene Pt is found to be an alert 51 y/o AA male sitting up in a chair in the 2nd floor hallway. Pt c/o generalized ABD pain and weakness on set earlier today. Pt states he has not been able to keep anything down and has had continuous diarrhea and vomiting. Pt denies chest pain, SOB, H/A or dizziness. Pt ABCs equal, non labored with clear lungs. Pt is warm to touch. Pt does not have any obvious trauma noted. pt ABD is soft and non tender. Pt EXT PMS intact x4. 12 lead preformed on scene and is NSR, no ectopy noted. Pt V/S - BP 142/ 80, P80, sat's 97% @ RA, BS 240 ml/dl. Pt is able to ambulate down stairs to waiting ambulance. Pt care turned over to Gateway ambulance 871.

From: Lehman Walker <lwalker@ucitymo.org>

Subject: Audio

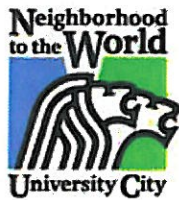
Date: September 17, 2015 12:16:46 PM CDT

To: "Paulette Carr (paulettexcarr@gmail.com)" <paulettexcarr@gmail.com>

Cc: Joyce Pumm <jpumm@ucitymo.org>, Arthur Sharpe <qforlifeasj@att.net>, "L. Michael Glickert" <lmlickert@yahoo.com>, Mayor Shelley Welsch <billandshelley@ucitymo.com>, Paulette Carr <paulette_carr@sbcglobal.net>, Rod Jennings <rjmiracle007@gmail.com>, Shelley Welsch <Mayor@ucitymo.org>, Stephen Kraft <kraftstephene@gmail.com>, Terry Crow <Terry@cttlaw.net>

Attached is the audio regarding the above that you requested.

The Fire Department Report will follow shortly.



Lehman Walker

City Manager

City of University City, 6801 Delmar Boulevard, University City, MO 63130

P: 314.505.8534 | F: 314.863.9146 | www.ucitymo.org



<74XX Cornell Sick Case - Castello calling Gateway on 9-15-15 at 741 pm.wav>