



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
August 3, 2015
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. June 22, 2015 Regular Session
2. July 13, 2015, Study Session
3. July 13, 2015, Regular Session

F. APPOINTMENTS

1. Scot Edison is nominated for reappointment to the Green Practices Commission by Councilmember Kraft.
2. Bob Wilcox is nominated for appointment to CALOP by Mayor Welsch.
3. Garry Aronberg and Gregory Pace nominated for reappointment to the Board of Appeals by Councilmember Carr

G. SWEARING IN

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval of bicycle facility improvement project award to Traffic Control Co. for total of \$122,123.93. The project is funded by a grant administered by East-West Gateway Council of Government which covers eight percent (80%) for the total of \$97,699.14 with City's match of twenty percent (20%) for \$24,424.79.
2. Approval to grant authority to the City Manager to sign contract with SWT Design to complete the design and construction engineering services for Heman Park – south draining improvement project not to exceed \$47,500.00.
3. Approval to award audit service contract to Schowalter & Jabouri for audit years of FY 2015 for \$41,500, FY 2016 for 42,700 and FY 2017 for \$43,900.
4. Approval to grant authority to the City Manager to enter into an agreement for emergency and non-emergency transportation services with Gateway.

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9267** – An ordinance amending schedule VI, Table VI-A – Stop Intersections, Chapter 300 Traffic Code, of the University City Municipal Code, to revise traffic regulation as provided herein.
2. **BILL 9268** – An ordinance amending Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning districts established pursuant to Section 400.070 thereof, and enacting in lieu thereof a new official zoning map, thereby amending said map so as to change the classification of properties located within the City Limits of University City at 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue from “SR” – Single Family Residential District to “PA” Public Activity District; and establishing permitted land uses and developments therein; containing a savings clause and providing a penalty.

M. NEW BUSINESS

RESOLUTIONS

1. **RESOLUTION 2015 – 18** A resolution for Flood Mitigation Assistance Grant voluntary buyout policy for FY2014, FMA/SRL buyout for three (3) properties in University City.
2. **RESOLUTION 2015 – 19** A resolution to adopt the St. Louis Regional All-Hazard Mitigation Plan 2015 – 2020.
3. **RESOLUTION 2015 – 20** – A resolution for Fiscal Year 2014 – 15 budget amendment #2

BILLS

4. **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 Forsyth Boulevard.

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
 - Status of Council Rule 24 requested by councilmembers Carr and Crow.

DISCUSSION & VOTE

P. COUNCIL COMMENTS

Q. ADJOURNMENT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
June 22, 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 Monday, June 22, 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 Michael Glickert
Councilmember Arthur Sharpe, Jr.

Also in attendance was the City Manager Lehman Walker.

C. APPROVAL OF AGENDA

Mr. Walker requested that Resolutions 2015-14 and 2015-15 be removed from the agenda.

Councilmember Glickert moved to approve the agenda as amended, was seconded by Councilmember Carr and the motion carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. June 8, 2015, Regular Session minutes were moved for approval by Councilmember Sharpe, seconded by Councilmember Jennings.

Councilmember Carr stated that portions of Ms. Adams' statement were excluded and other portions were transcribed as facts, rather than opinions. She asked Mr. Walker if he provided anyone with a copy of her deposition, including Ms. Adams. Mr. Walker said he had not. Councilmember Carr asked if Ms. Pumm or any agent of the City provided a copy of her deposition. Mr. Walker said to his knowledge no one had done so. She asked Mr. Walker to provide her with a copy of her deposition.

Councilmember Carr stated that she has no way to determine whether the excerpts incorporated into the body of the minutes are accurate since she was never provided with an opportunity to review her deposition prior to it being filed. She then moved to amend the June 8, 2015 minutes and provided a list of her requested changes, which are attached to these minutes. The motion was seconded by Councilmember Crow. Voice vote to amend the minutes as presented by Councilmember Carr carried by a majority with a Nay vote from Councilmember Glickert.

Councilmember Glickert moved to approve the minutes as amended and was seconded by Councilmember Jennings.

Councilmember Crow stated that his questions stated in the minutes have not been answered and he would like a response.

Councilmember Glickert's motion to approve carried unanimously.

F. APPOINTMENTS

G. SWEARING IN

1. Elaine Henton was sworn in to the Senior Commission in the City Clerk's office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Bobette Patton, 7901 Glenside Place, University City, MO

Ms. Patton stated that she would like to see Council take a stand on something other than the predictable amount of money expended for overtime pay to the City's firefighters and concern of use on social media. She noted that sometimes realities are different from a staffing model. Ms. Patton also noted that there should be wise use of what is said on social media.

Jen Stuhlman, 1499 Urbandale, Florissant, MO

Ms. Stuhlman informed Mayor Welsch that she had requested to speak during the Other Discussions/Business portion of the meeting. Mayor Welsch stated that citizens are not allowed to make comments during that portion of the agenda.

Ms. Stuhlman provided Ms. Pumm with informational packets for Council, the City Manager and the public record. She stated that on behalf of the Professional Firefighters of U City, Local 2665, she thanked Council and members of this community for their interest in the staffing issues. Ms. Stuhlman provided a brief overview of the information in the packet, since April 1, 2015, detailing her estimate of the number of mutual aid assists provided; the average number of overtime hours worked per shift; and the number of overtime hours that could not be covered. She then provided her explanation of what happened at Firehouse #1 on June 14.: Ms. Stuhlman stated that firefighters could not continue to provide the number of overtime hours needed and urged Council to provide the additional staffing resources as needed.

The full packet of information provided is included with these minutes.

Point of Information: Councilmember Carr asked the Mayor under what section Ms. Stuhlman had requested to speak. Mayor Welsch stated Council Reports and Business. Councilmember Carr questioned whether anyone had ever been allowed to speak during that section? Mayor Welsch stated that that portion of the agenda was strictly for Council business.

Catherine Lockett, 1009 Glenside Place, University City, MO

Ms. Lockett stated that her home sits at the bottom of a hill and the water drainage from the Nob Hill properties has exacerbated since the condos on 81st Street were constructed in 2005. The April rains have destroyed the hill, vegetation, her 8-foot fence, in-ground pool and ultimately broke through the retaining walls in front of her house and destroyed her basement. Ms. Lockett stated that neither U City nor MSD will build a drain above the hill and since she does not live in a flood plain she does not have flood insurance. Her only recourse is to ask the City for help.

Sarah Davoli, 7378 Milan Avenue, University City, MO

Ms. Davoli stated that Councilmember Carr does her research and informs all citizens of the good, the bad and the ugly with respect to U City. Ms. Davoli stated that good Councilmembers do not deserve the Mayor's bad attitude and the City Manager's ugly treatment. She presented a bucket of fingernail items for Councilmember Carr's pleasure.

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Liquor license for DePalm Tree Jamaican Restaurant, 8631 Olive, adding Sunday sales.

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

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9263** - An ordinance amending Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning districts established pursuant to Section 400.070 thereof, and enacting in lieu thereof a new official zoning map, thereby amending said map so as to change the classification of property that is located within the City limits of University City at 7511 Pershing Avenue from "SR" – Single Family Residential District to "MR" Medium Density Residential District; and establishing permitted land uses and developments therein; containing a savings clause and providing a penalty. Bill 9263 had its second and third reading.

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

Roll Call vote was:

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

NAYS:

Bill 9263 became Ordinance 6993.

2. **BILL 9264** – An ordinance amending Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning districts established pursuant to Section 400.070 thereof, and enacting in lieu thereof a new official zoning map, thereby amending said map the City limits of University City at 7505 Pershing Avenue and 415 N. Hanley Road from "SR" – Single Family Residential District to "MR" Medium Density Residential District; and establishing permitted land uses and developments therein; containing a savings clause and providing a penalty Bill 9264 was read for the second and third time.

Councilmember Carr moved to approved and was seconded by Councilmember Glickert.

Roll Call vote was:

AYES: Councilmember Carr, Crow, Glickert, Sharpe, Jennings, Kraft and Mayor Welsch

NAYS:

Councilmember Glickert stated that as the liaison to the Plan Commission, he has watched this bill come to fruition and would like to congratulate the City, as well as the members of the Plan

Commission for their insight to bring this proposal forward. He said that he has seen other structures developed by the Mehlman Brothers and looks forward to seeing this project upon its completion.

M. NEW BUSINESS

RESOLUTIONS

1. Resolution 2015 – 13 Requested by Councilmember Jennings and Mayor Welsch

A resolution on the elimination of all forms of discrimination against women. Introduced by Councilmember Sharpe and seconded by Councilmember Jennings.

Citizen's Comments

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen requested that the resolution be tabled until the language can be revised to ensure that it contains specific actionable solutions rather than symbolic procedures.

Council's Comments

Councilmember Crow questioned whether anyone had conducted research to determine if such a resolution already existed? He stated that while the resolution is admirable, the only thing it really does is encourage the City's Commission on Human Relations to follow the tenants of a Convention that was written 26 years ago. Councilmember Crow said the comments made towards fellow colleagues like "*Privileged White princess,*" and "*Your nails cut like claws,*" seem somewhat contradictory for someone who is attempting to bring forth an anti-discrimination proposal.

Councilmember Kraft stated that it is his belief that U City will be the second city in the State of Missouri to pass such a resolution. He stated that the resolution is symbolic and while another resolution could be passed with stronger symbolism, essentially all of them would be saying is that the viewpoints held by Phyllis Schlafly and her opposition to the equal rights amendment, does not represent the State of Missouri or University City.

Councilmember Carr questioned whether Councilmember Kraft was speaking on behalf of Councilmember Jennings and Mayor Welsch. Councilmember Kraft stated that was his own editorial comment and the reason this resolution is needed is because the Equal Rights Amendment was never passed. Councilmember Carr agreed that everyone has a degree of empathy and there is a need to start with little steps but you cannot rehabilitate yourself on the back of a resolution that has no teeth. She stated that she would like to work with Ms. McQueen and anyone else who was interested in creating a more substantive resolution for women.

Mayor Welsch stated that when the Human Rights Commission was reestablished, the City ensured that gender, sexual orientation, race and religious orientation were included. In fact, U City is very advanced in the way that it treats its employees, all our staff including women. She stated that last year she spoke at the United Nation sat an event related to this Convention, detailing what U City has done in this area. Mayor Welsch stated that while passing this resolution is symbolic, it is an important piece of symbolism. As Councilmember Kraft stated, Kansas City is the only other city in the State of Missouri that has passed a similar resolution. Mayor Welsch stated that there is a movement nationwide to get more cities to pass resolutions in support of this Convention in hopes that as the momentum builds and the Federal Government will look at it once again, and pass it on a national basis.

She stated that to the point about making the resolution stronger, since Council should not direct the work of the Human Relations Commission, she has asked them to look at this Convention and ensure that there are no loopholes in the City related to these protections,

and that nothing has been missed. She encouraged Councilmember Carr and others to draft a stronger resolution if they would like to do so in the future. The passage of this resolution tonight will put U City on the map and hopefully encourage other municipalities within the region to do the same.

Voice vote on Councilmember Sharpe's motion to approve carried unanimously.

2. **Resolution 2015 – 14** Requested by Councilmembers Sharpe, Glickert and Jennings. A resolution amending approved motion to changed seven million dollars (\$7,000,000) fund commitment. *(REMOVED)*
3. **Resolution 2015 – 15 –** A resolution approving the Committed Fund Reserves. *(REMOVED)*

BILLS

Introduced by Councilmember Glickert

3. **BILL 9265** – An ordinance amending schedule III, Table III-E of the traffic code, to revise traffic regulation as provided herein. Bill 9265 was read for the first time.

Introduced by Councilmember Sharpe

4. **BILL 9266** – An ordinance fixing the compensation to be paid to City Officials and employees as enumerated herein from and after its passage, and repealing ordinance No. 6988. Bill 9266 was read for the first time.

N. CITIZEN PARTICIPATION (continued if needed)

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
Mayor Welsch read the appointments that were needed.
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business
 - Fire Department staffing requested by Councilmembers Crow and Carr.

Mayor Welsch stated that she would like to remind all members of Council that the City of U City is currently being sued by the firefighters' union in three separate lawsuits. She stated that Mr. Becker regularly threatens additional lawsuits, and in a recent letter to the City's administration, he has threatened to sue the City over staffing of the Fire Department. Therefore she would like to go on record as stating that she does not believe this discussion should occur in a public forum, since the interest of U City, which each member of this Council has sworn to serve, could be threatened. She stated that every member of Council has adequate opportunity to speak with staff privately regarding any issues that are, or could be, topics of lawsuits against the City.

Councilmember Carr read Council's Oath of Office into the record and asked that it be attached to the minutes. She stated that her loyalty is to the Charter of U City and not to any one given person, and since everyone is concerned about what is perceived to be a crisis in public safety her belief is that it is appropriate to discuss these concerns publically.

Councilmember Carr distributed pages from the MAG Report and provided an overview of its contents.

- Page 20 of the MAG states, *"The MAG recommends the following staffing: after a one year trial with current staffing, but using part-time firefighters instead of overtime*

whenever possible, and paying for the upgrades with cash, not owed time." It then goes on to state that, *"The City has the correct staffing of 31 line employees, but suggests that after a one year trial the City puts certified part-time personnel in place as substitutes at a minimum, eight part-time positions for seven full-time positions."*

- Page 21 of the MAG states, *"This strategy," (part-time hiring strategy), "relies on the use of part-time firefighter paramedics and firefighters who have achieved the appropriate level of certifications to serve in these capacities".* It then goes on to state that, *"Assuming approximately 20,384 hours per year for the difference of the current 31 paramedic firefighter positions versus the recommended full-time 24 paramedic firefighter positions"*.

Councilmember Carr stated that the report suggests that the City substitute part-time for full-time, not reduce the number of positions. It presents a recommendation for how the City might address its overtime problem which was a direct result of the six suspensions. She also noted that she has yet to receive a communication about what happened at the Fire Department on June 14th.

Councilmember Carr asked Mr. Walker if he would provide her with the legal opinion on whether or not the City was in violation of the CBA, since her interpretation is that the Fire Department should have 44 to 45 paramedic/firefighter positions.

Councilmember Crow stated that it is clear that the events of June the 14th have created a concern for a number of citizens. At the June the 8th Council Meeting the City Manager brought the Fire Chief in to address public safety; his comments consisted of two sentences. He was not allowed to answer any questions and everyone was led to believe that everything was fine. Councilmember Crow noted that the issues are:

1. Why did the events that occurred on June 14th happen?
2. Why was there no response provided to Council and the media?
3. What city would really want to follow U City's lead when its fire station is shut down due to lack of staffing?

Councilmember Crow stated that Council's core function is to protect the public and not the City Manager. The City of Clayton provided mutual aid assists to U City 62 times during this time period and could say this is not a fair mutual aid bargain. He stated that the City, this Council and this administration have credibility, competency and PR problems. Therefore, he would join Councilmember Jennings in requesting that a full investigation of the events of June 14th and the management decisions that led up to the events be conducted by an independent agency and not someone hired by the City Manager.

Councilmember Kraft stated that the current 2015 budget indicates that staffing should be 45 paramedics/firefighters and the 2016 budgets calls for 39 staff members, including the Chief and Assistant Chief. He stated that this discussion is about who makes the management decisions related to the Fire Department, and whether they should continue to do things the same way just because it has always been done that way or start to explore more cost-efficient, effective options to arrive at a solution. Councilmember Kraft acknowledged that the City does have well trained firefighters who do an excellent job, so their input and experience are important. He said the Charter clearly states that U City's management team is responsible for making decisions based on their own knowledge, experience and the City's financial constraints. Recently the City augmented their knowledge by obtaining a management review from an outside consultant. These consultants have studied dozens of fire departments across the country and were able to provide this administration with a wider range of experience than is available from U City's firefighters and management team who have spent their working lives only in the St. Louis area.

Councilmember Kraft stated that currently there are some vacant positions within the department that have resulted in scheduling issues, and his understanding is that two of those

positions will be filled within the week. So while he does not expect operational problems once staffing is brought up to the budgeted levels, if that turns out not to be the case, then he would expect the City's management team to reevaluate the situation and make changes. U City is under financial stress and needs to adapt. Change can be difficult, but everyone needs to work together as this administration goes through this process.

Councilmember Carr stated that although the City Manager and his team manage the City, that management is based on the policies put forth by Council. Ultimately Council must decide whether residents are going to get the kind of public service they need. With regard to the 39 current positions, Councilmember Carr read an email from Chief Long to Jen Stuhlman, which she asked to be attached to the minutes. She stated that while the Fire Department may have these positions on the books, they are not being filled and that's what caused the circumstance where a Fire Station is closed down.

P. COUNCIL COMMENTS

Councilmember Carr stated that some allegations were made that her deposition was provided voluntarily. She noted that the front page of the Mayor's deposition reads exactly like the front page of her deposition; "*Taken on behalf of the Plaintiff*," which means that the Plaintiff requested that their depositions be taken and not that they were testifying on behalf of the Plaintiff.

Councilmember Crow thanked everyone for coming out to the meeting and the Director of Public Works for his time spent addressing residents' concerns regarding the work being performed on the sidewalk and ramps for Kingsbury, Maryland and West Moreland.

Councilmember Crow stated that while there may be some concerns related to social media, his belief is that the greatest concerns are based on why there is so much silence from the dais whenever the issues of public safety is brought up.

Councilmember Crow stated that one of his colleagues, through his Facebook postings, has brought race into the conversation. So the first question he would like to ask is what is meant by the term "*My people*"? As an elected official his assumption is that it should mean every resident of U City. He stated that his concern was about competency and agreed with Councilmember Kraft that the firefighters do not manage the Fire Department. That means that any questions about leadership, capacity, competence and history, would fall on the Fire Chief and City Manager.

Councilmember Crow stated that he never really understood the comment made by one of his colleagues that he should meet with the City Manager privately but he noted has done so in the past. Councilmember Crow referenced the City Manager's interview with Channel 4 which discussed the one-million dollar savings in the Fire Department, you have to ask yourself why he does not want to answer questions in public?

Councilmember Crow's response to the Facebook post, "*You should ask Councilmember Crow what he has done for you lately*," he stated;

- A proposal to save summer camp
- A proposal to maintain public safety at current staffing levels
- A proposal to allocate additional money to fix the streets
- Defeating Propositions S and P for \$25 million dollars

Councilmember Crow stated that while he appreciated the citizen's letter to the editor that suggests that Council have a dialogue about a five year plan. He said it is probably fair to say that this community is not concerned about a five year plan, rather they are concerned about public safety staffing levels.

Councilmember Crow stated that he appreciated his former colleague, Mary Schuman, taking the time to write such an eloquent letter to Council, but in his opinion, the reply she received was totally inappropriate and unprofessional. He urged everyone to keep holding
August 3, 2105

Council accountable because at some point in time they will have to address the fact that it might be time for a change of leadership.

Mayor Welsch asked that her colleagues not speak on her behalf without permission. She stated that she has never refused to be part of a deposition since she feels that being deposed is a part of the process.

She noted that Mr. Walker had spoken to the broadcast and radio media multiple times in last week in reference to the closure of a fire station.

Mayor Welsch made the following announcements:

- The Police Department Focus Group Meeting will be held tomorrow evening at 6 p.m. at the Heman Park Community Center.
- The Arts and Letters Commission will be sponsoring two concerts, one on Saturday from 3 p.m. to 8 p.m. at Heman Park, and the second next Monday at 6 p.m. in Heman Park.
- The next U City summer band concert series will be held tomorrow at 7 p.m. in the Loop.
- There will be an electronics recycling event on Saturday, starting at 9 a.m. at the Heman Park Community Center.
- City Hall and the Library will be closed on Friday, July 3rd.

Mayor Welsch stated that typically Council only conducts one meeting during the months of July and August, however it is understood that should a second meeting become necessary due to workload, Council would be agreeable to doing so. As such, she wished to put Council on notice that there is a possibility that a second meeting will be scheduled in July.

Q. ADJOURNMENT

Mayor Shelley Welsch adjourned the meeting at 7:45 p.m.

Respectfully submitted,

Joyce Pumm
City Clerk, MRCC/CMC

G. SWEARING IN

- 1. Elaine Henton to be sworn in to the Senior Commission at a later date.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams stated that on April 13th she submitted comments regarding the possibility that a breach of duty would occur if Councilmember Carr elected to testify and provide false information against the City. After obtaining a copy of a transcript, she now had proof that it happened.

Ms. Adams stated that Councilmember Carr's deposition was voluntary on her part and made false remarks against the City and its employees. Ms. Adams stated that she would be greatly disappointed if Council did not take any action. (1:05.85)

Ms. Adams read excerpts from the transcript of Ms. Carr's deposition into the record along with her own comments (1:53.57).

- Ms Adams stated that Page 3 indicates that Councilmember Carr's deposition was voluntary and not taken subject to a subpoena.
- Ms Adams stated that on Page 25; Councilmember Carr indicates that the City has had no new services since the Restructuring, which is untrue and said that was perjury
- Ms Adams stated that on Page 27; Councilmember Carr admits that she is not aware of any disparaging letters from Mr. Walker about Ms. Benford, but she would not be surprised if there were some such letters
- Ms Adams stated that Page 33; Councilmember Carr states, "Mr. Walker and I are not getting along. It's his choice. He is making it difficult for me to do my job. I'm not sure why we don't get along".
- Ms Adams stated that on Page 37; Councilmember Carr states, "I believe it is because I discovered that Mr. Walker was spending more money than he was allowed to spend".
- Ms. Adams stated that on Page 39; Councilmember Carr was asked "Have you ever felt the City violated Federal laws?" Her response was, "I definitely feel discriminated against as a woman. Councilmember Crow was told that if he ran for Mayor no Black person would vote for him because he was mean to Mr. Walker." Ms. Adams then stated that Ms. Carr then goes on to discuss an email sent by Lynn Ricci during the 2010 election campaign which was in no way evidence of any City discriminatory employment practices.
- Ms. Adams stated that on Page 42 reveals that Councilmember Carr voluntarily disclosed an anonymous letter that she received complaining of discrimination by Richard Wilson, and then testified, "I cannot talk to employees and I fear it would create a hostile environment if I pursued that"

Ms. Adams stated that the City Attorney was not present to make sure that elected officials would not commit perjury against the City.

Ms. Adams stated that because of her blatant disloyalty to the city that Ms. Adams could take Ms. Carr deposition and she will either be forced to tell the truth or suffer the consequences of further perjury. Ms. Adams asked that her written comments and excerpts of Councilmember's Carr deposition be attached to the minutes.

Dr. Angela Lumba, 6934 Kingsbury Boulevard, St. Louis, MO 63130

Dr. Lumba, a physician at the St. Louis Children's Hospital provided Council and the community with information about a trial being conducted on Status Epilepticus, a life-threatening condition in which the brain is in a state of persistent seizures. Informational brochures were made available for anyone interested in participating.

Kristine Hendrix, 105 Meyer Street, University City, MO

Paulette Carr 6/22/2015 3:47 PM
Deleted: ,

Paulette Carr 6/22/2015 3:50 PM
Deleted: wherein Councilmember Carr testified on behalf of Plaintiff Evelyn Shields-Benford against the City.

Paulette Carr 6/22/2015 3:50 PM
Deleted: "

Paulette Carr 6/22/2015 3:51 PM
Formatted: Indent: Left: 0.38", No bullets or numbering

Paulette Carr 6/22/2015 3:51 PM
Deleted: Restructuring.

Paulette Carr 6/22/2015 3:59 PM
Deleted: She

Paulette Carr 6/22/2015 3:47 PM
Deleted: Ms Adams stated that Councilmember Carr's deposition was voluntary on her part and made false remarks against the City and its employees. Ms. Adams stated that she would be greatly disappointed if Council did not take any action.

Council Comments

June 8, 2015

On April 13, I submitted comments regarding Paulette Carr's breach of her duty of office. I qualified my comments by stating, "If Paulette Carr testified...and gave false testimony against the City, that is cause for removal from Council". I now have proof that Ms. Carr did voluntarily testify and give false testimony against the City. Her testimony is a public document available to anyone who is willing to pay the Court Reporter for a copy. I will share my copy with anyone who requests it.

I have spoken to several Council Members regarding my request that the Council take legal action to have Ms. Carr removed from office. On the one hand, I respect that the members I spoke with believe that there is a greater duty to our City to avoid an impeachment trial which would take many months.

On the other hand, I will be greatly disappointed if this Council does not take some action. Each Council member has a duty to protect our City governance and should not ignore such a blatant breach of loyalty. At the very least, this Council should vote to censure any member of Council who blatantly violates his or her oath of office.

I have engaged in thorough legal research of this matter and I know that I, as a tax payer, have standing to file a lawsuit against Ms. Carr for this particular breach of duty. I want to remind the City Manager that Ms. Carr is not entitled to use the City Attorney for any advice or representation regarding her defense of such a lawsuit. She was most certainly not acting in her capacity as an elected official of this City when she voluntarily testified against the City in a suit that could have resulted in a One Million Dollar verdict.

As proof of my assertions, I hereby submit copies of the pertinent portions of her deposition: the cover page shows she testified "on behalf of Plaintiff";
page 3, the deposition was not taken subject to a subpoena, so it was voluntary;
page 25, reads there have been no new services since the re-structuring, which is not true;
page 27, she admits she is not aware of any disparaging letters from Mr. Walker about Ms. Benford, but "she would not be surprised";
page 33, Mr. Walker and I are not getting along. It's his choice...making it difficult to keep me from doing my job...not sure why we don't get along...

page 37, believe it is because I discovered that Mr. Walker was spending more than he was allowed to spend...

page 39, Question: have you ever felt the City violated Federal laws...?

Answer: I definitely feel discriminated against as a woman. Councilmember Crow was told that if he ran for mayor no black person would vote for him because he was mean to Mr. Walker. She then discussed an e-mail sent by Lynn Ricci during the 2010 election campaign which was in no way evidence of City discriminatory employment practices. But since she asserts that it is, then what about her e-mail that reveals her being complicit in that particular political tactic. Evidently she has forgotten that her e-mail is now a part of the public record.

Page 42, she voluntarily disclosed an anonymous letter she received complaining of discrimination by Richard Wilson, and then testified, "I cannot talk to employees and I fear it would create a hostile environment if I pursued that". This testimony clearly intended to persuade a jury or Judge to hold our City liable for at least One Million Dollars, if not more. Moreover, her testimony can now be used in subsequent lawsuits.

You may recall that a few years ago Ms. Carr sued our City and took the depositions of several elected officials and staff, but then dismissed her lawsuit before our lawyers could take her deposition. Recently, Ms. Carr made a public statement that the City Manager "threatened" to take her deposition. In fact, he simply pointed out that if there was a lawsuit, she would be subject to deposition. Why does she consider that a threat? Why is she afraid to answer questions under oath from a lawyer who is not friendly?

She seems to think this is a one-way street. Well, she is about to learn that it is not. Now, because of her blatant disloyalty to our City, I can take Ms. Carr's deposition and she will either be forced to tell the truth or suffer the consequences of further perjury.

Respectfully submitted,

Jan Adams, 7150 Cambridge

IN THE CIRCUIT COURT
FOR THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

EVELYN SHIELDS BENFORD,)	
)	
Plaintiff,)	
)	
vs.)	No. 13SL-CC03058
)	
CITY OF UNIVERSITY CITY, MO.,)	
LEHMAN WALKER, MAYOR)	
SHELLEY WELSCH,)	
)	
Defendants.)	

DEPOSITION OF PAULETTE CARR

Taken on behalf of Plaintiff
November 18, 2014

Susan L. Kramer, CCR
KRAMER REPORTING SERVICES
416 MARINA DRIVE; NO. 1403
MARTHASVILLE, MISSOURI 63357
OFFICE: (314) 269-7716

1 IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

2
3
4
5
6
7
8
9 PAULETTE CARR, MARK DONOHOE, TAMARA DONOHOE, STEVE
MCMAHON, AND TOM SULLIVAN

vs .

10 CITY OF UNIVERSITY CITY, MISSOURI
11 Cause No. 11SL-CC01263

12
13
14
15
16
17
18 DEPOSITION OF SHELLEY WELSCH
19 TAKEN ON BEHALF OF THE PLAINTIFFS
20 OCTOBER 7, 2 011
21
22
23
24
25

1 IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

2

3

4

5

6

7

8

PAULETTE CARR, MARK DONOHOE, TAMARA DONOHOE, STEVE
9 MCMAHON, AND TOM SULLIVAN

vs .

10 CITY OF UNIVERSITY CITY, MISSOURI

11 Cause No. 11SL-CC01263

12

13

14

15

16

17

18

DEPOSITION OF SHELLEY WELSCH
19 TAKEN ON BEHALF OF THE PLAINTIFFS
20 OCTOBER 7, 2 011

21

22

23

24

25

- 6 Captains
- 3 Battalion Chiefs
- 1 Assistant Chief
- 1 Fire Chief
- 1 Executive Secretary

36 Total

This level of regular, full-time staffing compares to the current 46 authorized positions.

The following assumptions are included as part of determining cost savings:

- Captain empty slots are filled with upgraded Firefighters.
- Part-time Firefighters are used to cover for upgraded Firefighters.
- As many as two (2) part-time-Firefighters may be used at one time.
- Unusual situations (e.g., multiple paid leaves on any one day, late notice of needed leave, etc.) will alter results.

Establishing a true minimum number of regular, full-time positions to provide shift services is a highly cost efficient approach to staffing within the Fire Department. This strategy relies on the use of part-time Firefighter/Paramedics or Firefighters who have achieved the appropriate level of certifications to serve in these capacities.

The market cost for part-time certified positions appears to be approximately \$17 per hour at this time. This compares to the actual average for current Paramedic/Firefighter positions within the Fire Department of \$21.31 per hour. The City would realize cost savings on base salary of \$4 for every hour worked. Assuming approximately 20,384 hours per year for the difference of the current 31 Paramedic/Firefighter positions versus the recommended 24 Paramedic/Firefighter positions, the cost savings in base pay alone would equate to approximately \$81,536.

In addition, Finance Department documents indicate an average of 40% costs in benefits. The use of part-time Paramedic/Firefighter certified personnel would preclude the cost of those benefits, resulting in an additional current annualized savings of \$32,614.

The total annualized savings for reducing the total number of regular, full-time Paramedic/Firefighter positions and using part-time certified personnel is therefore \$114,150.

There are currently three (3) Captain positions authorized on each shift resulting in Captains often functioning as Firefighters but being compensated as Captains. This staffing level for Captains appears to be a holdover from three stations within the City. Operationally, there is no compelling need for three (3) Captains on each shift within the rank structure.

RECOMMENDATION 9: *Limit the number of budgeted Captain positions to two (2) per shift or six (6) total, compared to the current nine (9) authorized Fire Captain positions.*

RECOMMENDATION 10: *Limit the number of budgeted Firefighter/Paramedic or Firefighter positions to 24, from the current 31 budgeted positions in this class, and use part-time Paramedic/Firefighters to achieve minimum staffing levels.*

RECOMMENDATION 11: *Limit the number of overall staffing level of regular, full-time positions to 36, compared to the current 46 authorized positions.*

MAG recommends the following staffing after a one year trial with current staffing but using Part Time Fire Fighters instead of overtime whenever possible & paying for upgrades with cash, NOT owed time:

EACH SHIFT FULL-TIME PERSONNEL (A, B, & C)

8 Paramedic-Firefighters (4 for Ambulances 4 for Engines)
2 Captains (1 per station)
1 Battalion Chief

TOTAL SHIFT FULL-TIME PERSONEL:

24 Paramedic-Firefighters
6 Captains
3 Battalion Chiefs

ADMINISTRATIVE PERSONNEL:

1 Fire Chief
1 Assistant Chief
1 Executive Secretary

GRAND TOTAL FULL-TIME FIRE DEPARTMENT PERSONNEL:

24 Paramedic-Firefighters



6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-9146

OATH OF OFFICE

MAYOR

State of Missouri)
County of St. Louis : ss
City of University City)

I, XXXX XXXX, do solemnly swear that I possess all of the qualifications and am not subject to any of the disqualifications named in the Charter for the office I am about to assume; that I will support the Constitution and the Laws of the United States and of the State of Missouri, and the Charter and Ordinances of University City; and that I will faithfully and conscientiously discharge the duties of the office I am about to assume with impartiality and justice.

Witness my hand this XX day of April, 20XX.

Xxxxx Xxxxx

Subscribed and sworn to before
me this XX day of April, 20XX.

Xxxxx Xxxxx
City Clerk

There are currently three (3) Captain positions authorized on each shift resulting in Captains often functioning as Firefighters but being compensated as Captains. This staffing level for Captains appears to be a holdover from three stations within the City. Operationally, there is no compelling need for three (3) Captains on each shift within the rank structure.

RECOMMENDATION 9: *Limit the number of budgeted Captain positions to two (2) per shift or six (6) total, compared to the current nine (9) authorized Fire Captain positions.*

RECOMMENDATION 10: *Limit the number of budgeted Firefighter/Paramedic or Firefighter positions to 24, from the current 31 budgeted positions in this class, and use part-time Paramedic/Firefighters to achieve minimum staffing levels.*

RECOMMENDATION 11: *Limit the number of overall staffing level of regular, full-time positions to 36, compared to the current 46 authorized positions.*

MAG recommends the following staffing after a one year trial with current staffing but using Part Time Fire Fighters instead of overtime whenever possible & paying for upgrades with cash, NOT owed time:

EACH SHIFT FULL-TIME PERSONNEL (A, B, & C)

8 Paramedic-Firefighters (4 for Ambulances 4 for Engines)
2 Captains (1 per station)
1 Battalion Chief

TOTAL SHIFT FULL-TIME PERSONEL:

24 Paramedic-Firefighters
6 Captains
3 Battalion Chiefs

ADMINISTRATIVE PERSONNEL:

1 Fire Chief
1 Assistant Chief
1 Executive Secretary

GRAND TOTAL FULL-TIME FIRE DEPARTMENT PERSONNEL:

24 Paramedic-Firefighters

**Fire Department Management
Review**



April 8, 2015

By:

**Management Advisory Group
International, Inc.**

*13580 Groupe Drive, Suite 200
Woodbridge, VA 22192
(703) 590-7250*



**MANAGEMENT
ADVISORY
GROUP
INTERNATIONAL,
INC.**

LOCAL GOVERNMENT CONSULTING

April 8, 2015

Mr. Lehman Walker, City Manager
City of University City
6801 Delmar Blvd.
University City, MO 63130
(314) 505-8534

Dear Mr. Walker:

Management Advisory Group International, Inc. (MAG) is pleased to present the enclosed report for a Fire Department Management Review.

We appreciate the excellent assistance and information provided by City staff members, particularly management staff of the Fire and Finance Departments.

On behalf of MAG, I can say that it has been a pleasure to serve the City.

Thank you very much for your consideration.

Sincerely,

Donald C. Long, Ph.D.
President
Management Advisory Group International, Inc.
13580 Groupe Drive, Suite 200
Woodbridge, VA 22192
(703) 590-7250

**Report for a
Fire Department Management Review**

TABLE OF CONTENTS

Title Page..... 1

Table of Contents..... 2

Letter of Transmittal..... 3

1.0 Introduction and Project Scope..... 1

2.0 Approach and Methodology..... 2

3.0 Services, Budget, Revenues and Expenses..... 6

4.0 Staff Scheduling..... 9

5.0 Lost Time..... 12

6.0 Staffing Levels..... 19

7.0 Organizational Structure..... 22

8.0 Additional Operational/Policy Recommendations..... 24

Implementation Chart:

1.0 Introduction and Project Scope

1.1 Introduction

MAG was expected to complete the following tasks and offer recommendations for improvement in the Fire Department:

- ✓ Review budget, revenues, and expenses to provide recommendation on cost effectiveness.
- ✓ Review current staffing schedule to determine a more cost efficient method of scheduling Fire Department staff.
- ✓ Provide recommendations to minimize employees excessive overtime and sick time.
- ✓ Determine number of employees required to successfully provide fire safety.
- ✓ Review the structure of the Fire Department to determine required levels of supervision and management.

At the beginning of the project, MAG worked with the City to develop an understanding of the background, goals, and expectations for the project. We initially discussed the City's needs, made scheduling arrangements, determined lines of communications, and finalized details for the project.

MAG conducted interviews with, and gathered information from, key personnel. The project team interviewed key stakeholders, including Fire Department officials, Finance management, as well as departmental staff at the stations.

1.2 Project Scope

The project was established as somewhat limited in scope, with a focus on the staffing, structure, and possible methods to ensure efficient spending to provide department services.

This project focus has been narrower than a comprehensive operations, management, and organizational study.

2.0 Approach and Methodology

2.1 Overall Approach

This type of study is best undertaken through a cooperative effort that includes extensive feedback and discussion of issues, cost factors, and desired outcomes. This is generally accomplished through structured personal interactions with key officials and personnel, and interested and informed parties.

Generally, the first portion of the study included a **documentation of the issues and existing operations**. This documentation provided a base of information upon which recommendations for action have been based. MAG met with appropriate individuals in a cooperative data gathering work effort.

The second major portion of the study included creation of a series of recommendations focusing on the **project goals** for the study. Recommendations are balanced between the desired level of services and the cost-effectiveness of delivering those services. MAG is sensitive to the demands of emergency services and the limitations of public funding for critical services.

The third major portion of the scope of work is the preparation of a **plan of action**. *This will include time lines for action, responsibility for ensuring that actions are taken, and any fiscal impact anticipated as a result of each component of the plan.*

Stakeholder Input. A study such as this requires quality information from officials, management, Department personnel, and concerned parties. Accordingly, our approach included in-depth interviews with key individuals in the City management, fire administration and Finance Department to obtain valuable information.

Practical Solutions. Our ultimate goal is to provide you with a series of recommendations that can be used now and in the future that will serve as a "road map" for the future. Thus, our approach has concentrated on developing recommendations that can be implemented.

2.2 Methodology for the Project

PHASE I: INITIATE PROJECT

TASK 1.0: INITIATE PROJECT

Objectives:

- Gain an *understanding* of the project's background, goals, and expectations.
- Identify, in greater detail, *specific objectives* for the review, and assess how well this initial work plan accomplishes those objectives.
- Establish a *mutually agreed-upon* project work plan, time line, deliverables, and monitoring procedures that will lead to the successful accomplishment of all project objectives.
- Collect and review existing operational data, information, agreements, *relevant* policies and procedures, and any prior studies, audits, or reports.

Activities:

1.1 Meet with management, project management, key staff and others to establish working relationships, make logistical arrangements, and determine communication lines.

1.2 Discuss the objectives of the project. Identify policy and issue concerns to be addressed during the review.

1.3 *Obtain pertinent reports and background materials* relevant to the review, such as:

- organization charts and historical staffing data and deployment data;
- descriptions of staffing and deployment in meeting service demands;
- location and description of facilities and equipment;
- demographic and other data related to community growth;
- capital and operational budgets;
- funding data.

1.4 Finalize the:

- data collection approach;
- interview plan and tentative schedule and interview guide.

Deliverable:

- Revised project work plan and time line as needed.

PHASE II: OBTAIN STAKEHOLDER INPUT

TASK 2.0: CONDUCT LEADERSHIP INTERVIEWS

Objectives:

- Identify expected service levels for services.
- Identify views of officials concerning the operations of the department services.

Activities:

- 2.1 Work with the Project Manager to finalize the interviewee list.
- 2.2 Draft a comprehensive interview plan.
- 2.3 Establish a final interview schedule that is convenient to all parties.
- 2.4 Conduct interviews as scheduled.

Deliverable:

- Feedback on interviews regarding expressed views towards existing programs, service levels, and perceived strengths and weaknesses, and related issues.

TASK 3.0: CAPTURE INPUT FROM OPERATIONAL PARTICIPANTS

Objectives:

- Identify concerns and satisfactions at the operating department/staff level.
- Identify strengths and weaknesses that may exist.

Activities:

- 3.1 Develop interview questions on staffing, operations, and services provided.
- 3.2 Conduct interviews with key participants.
- 3.3 Conduct interviews with a representative number of staff at the stations.
- 3.4 Capture critical data in reference to the key RFP issues.
- 3.5 Review feedback obtained from these interviews.

Deliverable:

- Findings to be used as part of the development of the draft and final reports.

PHASE III: PREPARE ANALYSES AND DEVELOP CORE STRATEGIES

TASK 4.0: EVALUATE AND PREPARE INITIAL RECOMMENDATIONS

Objectives:

- Build a series of recommendations focused on study objectives.

Activities:

5.1 Assess input in reference to best practices and desired outcomes.

5.2 Develop and provide recommendations on RFP noted issues.

5.3 Provide a *draft* report on the results of all previous tasks. The report contains:

- a statement of study objectives, scope, and methodology;
- specific report recommendations;
- a plan and time frame for implementation.

Deliverables:

- A draft report.

TASK 6.0: PREPARE A FINAL REPORT AND PLAN

Objective:

- A final plan that identifies action steps to achieve the recommended outcomes.

Activities:

6.1 Discuss draft report findings and recommendations.

6.2 Receive and review technical feedback on the draft report.

6.3 Make technical adjustments to the draft to produce a final report

Deliverable:

- A final report that recommends action steps needed, and any cost impact.

Deliverables:

- Final Report

3.0 Services, Budget, Staffing, and Expenses

3.1 Services

The University City Fire Department provides emergency services, emergency medical care, fire prevention guidance, and safety education. The Fire Department protects the citizens and property of University City against the hazards of fire, natural or man-made disasters, and provides Emergency Medical Services and transportation.

Under the statewide mutual aid agreement, the City operates as a mutual aid partner with all municipalities and/or fire districts in St. Louis County, St. Louis City, Franklin, and St. Charles County areas, as well as statewide if requested.

The Fire Department participates in numerous public relations events during the year including block parties, neighborhood watch programs, children's birthday parties and numerous other events in which the public meets the firefighters. In addition, the Fire Department has taught hundreds of school age children fire safety lessons.

The Fire Department conducts fire prevention activities throughout the year, in addition to the safety and fire prevention talks at each school during *Fire Prevention Week*. The Department has held fire safety and fire extinguisher classes for several businesses and multi-resident buildings in the City. The Fire Department also provides and installs smoke detectors and replacement batteries at no charge to any City resident in need.

The annual budget states that the Fire Department is in the second year of a three (3) year project to pre-plan all commercial, educational, and places of assembly for improving the firehouse database and to meet Insurance Services Office (ISO) criteria. These pre-plans are intended to improve efficiency of future commercial inspections and provide building and occupancy information in times of emergency operations.

Firefighting apparatus are dispatched on EMS alarms only if no EMS unit is available or if the call is determined to be a life threat by the dispatcher taking the call. Also, the Captain or Battalion Chief can also make the determination to send a fire unit if they deem it necessary.

The ladder is dispatched on structure fires if/when it is in service. Ambulances are dispatched on structure fires also.

3.2 Budget

The following represents budget expenditures over the last few years. Personnel Services expenses increased by approximately 6% from 2012 to 2015, while costs for commodities nearly doubled. Contractual Services costs remained steady, while Capital Outlay expenses were highly variable during the period.

**TABLE 3-1
BUDGET
EXPENDITURES**

	FY 2012 Actual	FY 2013 Actual	FY 2014 Original	FY 2014 Amended	FY 2014 Estimated	FY 2015 Budget
Personnel Services	3,568,866	3,570,726	3,846,000	3,846,000	3,842,800	3,791,200
Contractual Services	366,494	380,201	355,530	355,530	355,500	382,100
Commodities	115,413	157,108	180,400	180,400	176,800	219,300
Capital Outlay	6,750	4,931	256,700	256,700	256,700	85,000
Total	4,057,523	4,112,966	4,638,630	4,638,630	4,631,800	4,477,600

The FY 16 budget indicates the following totals:

- Personnel Services: \$3,588,000 (a decrease of 5% from 2015 budget)
- Contractual Services: \$ 460,600 (increase primarily due to fleet expenses)
- Commodities: \$ 226,875 (steady)
- Capital Outlay: \$ 28,000 (lower than 2015)
- Total: \$4,303,475 (a decrease of 3% from 2015 budget)

Of the Personnel Services total, most of the costs are due to salaries for full time positions. This line item (salaries – full time positions) shows a decrease of 7%, from \$3,023,300 in FY 15 to \$2,835,000 in FY 16.

3.3 Staffing Levels

The following table represents the authorized staffing levels for the last few years:

**TABLE 3-2
RECENT AUTHORIZED STAFFING LEVELS FOR THE FIRE DEPARTMENT**

Position Title	FY 2013 Authorized	FY 2014 Authorized	FY 2015 Authorized
Fire Chief	1	1	1
Assistant Fire Chief		1	1
Battalion Chief	3	3	3
Paramedic Fire Captain	9	9	9
Paramedic Firefighter	29	30	30
Firefighter	1	1	1
Executive Secretary	1	1	1
Total	44	46	46

3.4 Vehicles and Apparatus

The following *staffed companies are in daily service:*

- *Engines (pumpers) - 1*
- *Trucks (Ladders) - 1*
- *Ambulances - 2*

The Fire Department currently has 15 vehicles in service. The table below lists the category of the vehicle, the year of the vehicle, and the number of vehicles currently in service for each year.

<u>Category</u>	<u>Replacement Order Years</u>
City New Cab (2011)	1
City Medical Ambulance (2011)	1
City Battalion Truck (2011)	1
City Battalion (2008)	1
City Fire Rescue Battalion (2011)	1
International Order Ambulance (2011)	1
Manitowish Ambulance (2011)	1
Manitowish Fire Rescue Pumper (2011)	1
Manitowish Fire Rescue Pumper (2011)	1

4.0 Staff Scheduling

4.1 Scheduling of Shift Personnel

All shift employees listed below are on a 48 hour on, 96 hour off rotation. This work schedule is what is utilized in St. Louis County. Any modification to this rotation may affect the training and interaction of the University City Fire Department employees with those of other fire agencies in which automatic mutual currently exists.

- ✓ *Battalion Chiefs*
- ✓ *Captains*
- ✓ *Firefighter-Paramedics*
- ✓ *Firefighter*

A memo dated Feb. 27, 2014 from the Fire Chief to all UCFD employees essentially states that in order to reduce FLSA overtime, Fire Fighters, Paramedic Fire Fighter, and Fire Captains will receive four (4) paid-days off ("O" days) per year in addition to any other, sick, or compensatory time. Those personnel (Fire Fighters, Paramedic Fire Fighter, and Fire Captain) working the shift (A, B, or C) that have five (5) 48 day work cycles in a pay period will be required to take an "O" day some time during that pay period.

The memo goes on to state that "O" days "can be picked or they will be assigned depending on manpower or needs of the department." There are several concerns regarding "O" days:

- ✓ Interviews with staff indicate there may be some confusion on Battalion Chief participation in "O" days, although MAG has been advised during the study that Battalion Chiefs are included.
- ✓ UCFD staff advises that the "O" days are not evenly distributed because of the "manpower or needs of the department" caveat.
- ✓ Personnel get more or fewer paid "O" days as a result of being transferred from one shift to another.
- ✓ The order often leads to additional overtime being paid due to sick leave being used by another FIRE FIGHTER after the "O" day is assigned and the assignee cannot be contacted to retract the "O" day assignment.

RECOMMENDATION 1: *Further internal study should be made on the use of "O" days to determine their effectiveness in reducing FLSA overtime.*

4.2 Shift Schedules

The following is a copy of the schedule used for 2013 for shift personnel. While the 48/96 schedule is not the norm in most parts of the country, it is an established practice in the greater St. Louis area. To break from this practice in the region is not compelling in terms of potential benefit, and is therefore not recommended for change by MAG. This scheduling approach requires excellent lost time (sick, annual, personal) policies and effective lost time management, and a clear departmental/City understanding of FLSA requirements.

RECOMMENDATION 2: *Review the City's personnel policies and leave policies in the union agreement on a regular basis.*

RECOMMENDATION 3: *Ensure that the Finance Department and Fire Department management staff are in complete agreement on FLSA requirements and tracking of overtime due to FLSA.*

**TABLE 4-1
FIRE DEPARTMENT SHIFT SCHEDULE FOR 2013**

2013
48/96 Shift - A Crew /

<u>January</u>							<u>February</u>							<u>March</u>							<u>April</u>						
Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
				4	4	5			3	4		7	8	9			1	5	6							4	5
			10	11			10			11	11	15	16	1	11	12					11	11	16	17			
20	21	22	23				20	21	22	23				17	18				23		21	22	23				
27	28	29					27	28						24					29	30	28	29					

<u>May</u>							<u>June</u>							<u>July</u>							<u>August</u>						
Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
					4				2	3	4					1	2	3	4						1	2	3
5					10	11	9	10			14	15	8	9	10	11	12	13					8	9			
12	13	14	15	16	17		16	17	18	19	20	21	22	14	15	16	17	18	19	20	13	14	15	16	17	18	
19	20	21	22	23			23	24	25	26	27	28	21	22	23	24	25	26	27	20	21	22	23	24	25		
26	27	28	29										28							26	27				30		

<u>September</u>							<u>October</u>							<u>November</u>							<u>December</u>						
Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa	Su	M	T	W	T	F	Sa
1	2					7			1	2								1		1					6	7	
8					13	14	7	8			14	15				6	7			11	12	13					
15	16	17	18	19	20		13	14			18	19	11	12	13					18	19						
22	23	24	25	26			20				25	26	18	19						24	25						
29							27	28	29	30	31		24	25					30	30	31						

5.0 Lost Time Review

5.1 Memorandum of Agreement

The Memorandum of Agreement, dated August 2010, between the City of University City and Local 2665, International Association of Firefighters, in Article V, Section 2, specifies that the work cycle of uniformed Fire personnel below the rank of Battalion Chief shall be 28 days or 216 or 240 hours in a cycle. Hours worked in excess of these totals, when authorized in advance by the Fire Chief, are customarily paid at the rate of time and one-half (1-1/2) of base.

The Agreement further notes that compensatory time may be granted by the Fire Chief with accumulation not to exceed 480 hours. Hours worked, including vacation hours, between 212 and 240 hours, in any one cycle shall be compensated for, in addition to their regular rate, at one-half of that employee's regular hourly rate.

- *It is MAG's belief that Federal regulations relating to Firefighters assigned shift duty require that overtime payments be made for time worked greater than 212 hours in a 28 day payroll period. We therefore do not understand the statement referring to "216 and 240 hours in a cycle" requiring time and one-half compensation, or in the second paragraph, "212 or 240 hours" in any one cycle requiring compensation in addition to their regular rate, one-half of their regular rate.*

The Memorandum of Agreement notes that scheduled FLSA overtime will not be paid only in the event that an employee is absent during that same 28 day cycle due to usage of sick time or leave without pay. In addition, light duty hours worked due to an off duty injury will not qualify for scheduled FLSA overtime. Administrative leave pending investigation is not to apply toward hours worked for the overtime rate of pay at one and one-half of that employee's regular hourly rate. Paid sick leave and comp time is not to affect fire department employees' emergency and/or unscheduled overtime rate of pay at one and one-half of that employee's regular hourly rate.

- *MAG has concerns regarding the above paragraph where it indicates that "light duty" hours will NOT qualify for scheduled FLSA overtime. It is our understanding that any hours actually worked must be included in FLSA accounting of hours worked within a pay period. We also are concerned that a Firefighter assigned to working a 40 hour week while on "light duty" may not be eligible for the Firefighter exception and may be due overtime payments after 160 hours in the 28 day pay period.*

The hourly rate for full-time Firefighters, Paramedic Firefighters, and Paramedic Fire Captains who according to Section 2, have a work cycle of 28 days, are to have their hourly rate computed multiplying the monthly rate plus incentive pay by 12, dividing that product by 2,912.

RECOMMENDATION 4: *MAG suggests that FLSA requirements for light duty hours be reviewed with an attorney experienced in FLSA hour calculation as related to the special firefighter exception.*

5.2 Overtime Costs

The City's annual budget indicates that overtime costs for the Fire Department have exceeded \$100,000 for the last several years. In FY 2012, \$130,873 was spent on overtime. In FY 2013, \$128,610 was spent on overtime. An amount of \$120,000 was budgeted and estimated for 2014, although the actual amount was \$225,165, due to suspensions within the Department. The FY 2015 budget anticipates less to be spent on overtime, at \$94,000.

The following table from the FY 2015 budget indicates overtime costs, as part of Personnel Services.

**TABLE 5-1
RECENT OVERTIME COSTS IN THE FIRE DEPARTMENT**

	FY 2012 Actual	FY 2013 Actual	FY 2013 Original	FY 2014 Amended	FY 2014 Estimated	FY 2015 Budget	% over FY 2014
Personnel Services							
500 Salaries - Base Pay	1,871,184	1,867,900	1,867,900	1,867,900	1,867,900	1,867,900	0%
550 Overtime	130,873	128,610	120,000	225,165	120,000	94,000	42%
600 Workers Compensation	27,885	21,240	17,000	22,500	17,500	8,000	46%
620 Medical Services	122,505	111,805	103,000	103,000	103,000	103,000	0%
660 Social Security Contributions	30,000	28,700	28,000	28,000	28,000	28,000	0%
670 Health Insurance	28,000	28,500	28,000	28,000	28,000	28,000	0%
680 Medical Insurance	28,000	28,700	28,000	28,000	28,000	28,000	0%
690 Medical	3,000	3,200	3,000	3,000	3,000	3,000	0%
Sub-Total Personnel Services	1,665,866	1,576,720	1,946,000	1,946,000	1,942,900	1,791,200	11%
Total	4,057,533	4,112,966	4,619,630	4,638,600	4,631,800	4,277,600	13%

5.3 FLSA Overtime Pay

There appears to be some misunderstanding between the University City Fire Department (UCFD) Administration and the University City Finance Office regarding FLSA overtime.

- ✓ In the UCFD view, the uniformed personnel working more than 212 hours in a pay period (28 days) are awarded an additional sum equal to 50% of their salary for those hours over 212.
- ✓ The Finance Office views those hours over 212 in a pay period as overtime compensation at a 1.5 of their regular rate of pay.
- ✓ This difference in perspective apparently effects which budget fund the FLSA compensation is posted to, "Regular Salary" or "FLSA Overtime".
- ✓ If posted to "FLSA Overtime" the City does not contribute toward the UCFD's pension plan. If posted to the "Regular Salary" fund, the City does contribute to the pension fund.

RECOMMENDATION 5: *The City should obtain legal guidance on FLSA overtime issues, including advice on whether the basis for pension pay-outs is base pay or gross pay (including any overtime or bonuses earned).*

5.4 Policy on Acting in Higher Level Positions

Captains and Fire Fighters receive compensatory time when acting in upgraded positions (Firefighters as Captains, Captains as Battalion Chiefs, for 12 hours or more.

RECOMMENDATION 6: *Policy should change to providing immediate "bonus" for temporary "upgrades" to higher paid positions. This will avoid future overtime costs. The "acting" bonus should equate to less than the full cost of providing overtime compensation for personnel filling in for the party using "upgrade" compensatory time.*

RECOMMENDATION 7: *The City should track "sick leave" on the basis of cost as well as hours. The shift schedule of the Fire Department may make comparing hour for hour inappropriate. Using the various pay schedules in addition to "hours" might provide a clearer picture.*

5.5 Sick Leave

Article VI of the Memorandum of Agreement states that effective July 1, 1993, sick leave with pay shall be granted to all regular, full-time Firefighters, Paramedic Firefighters, and Paramedic Fire Captains at the rate of twelve (12) hours for each full calendar month of service. Sick leave will be granted in the case of actual sickness or disability of the Firefighter or Paramedic Firefighter.

While the Memorandum of Agreement states that unused sick leave may be accumulated to total not more than forty-two (42) working days or 1008 hours, Administrative Regulation No. 8, dated 2011, indicates that the full-time regular fire personnel working the average fifty-six (56)-hour workweek shall be allowed a total maximum accumulation of not more than fifty (50) working days.

The Department has indicated that sick leave is available to employees who are sick or must remain at home in order to care for an ill child. The employee must contact Fire Station #1 by 06:30 of the day being taken as "sick" and speak to an officer and provide information such as reason, location where the employee may be contacted during this time frame, and when the employee expects to return to duty. A doctor's letter must be presented to the Fire Chief for sick days off over two (2) days.

A summary of sick hours, by department, was provided to the study team. It indicates that the highest user of sick leave is the Fire Department, with 5,687 hours, or 37.44% of the City's total usage. The Fire Department, in 2014, used twice as much sick leave as did the Police Department employees, who used 2,806 hours.

During 2013, the Fire Department employees used 4,486 hours, or 29.98% of the total City hours used for sick leave. The table on the following page summarizes the use of sick hours in 2014.

**TABLE 5-2
2014 SICK HOURS USED IN THE CITY DEPARTMENTS**

	Hours	Amount	% of Total
Legislative	4	113	0.03%
Administration	40	2,550	0.26%
Human Resources	22	580	0.14%
Finance	300	6,383	1.97%
Municipal Court	255	5,079	1.68%
Police	2,806	77,806	18.47%
Fire	5,687	131,388	37.44%
Admin & Engineer	186	4,729	1.22%
Street	901	18,200	5.93%
Facility Maintenance	178	3,292	1.17%
Community Development	958	22,042	6.30%
Recreation	1,554	34,867	10.23%
Fleet	524	13,391	3.45%
Solid Waste	720	15,886	4.74%
Library	1,056	21,407	6.95%
	15,190	357,711	100.00%

It appears that UCFD personnel may be using sick leave for unauthorized/unintended (from the City's point of view) purposes.

RECOMMENDATION 8: *The City should investigate implementing a "personal time" paid leave in place of the various paid leaves now in use, and, implementing a system of pay for unused "personal time" (or currently sick leave).*

5.6 Vacation Leave

Administrative Regulation No. 9, dated October 1, 2014, establishes that Fire Department personnel who have not yet completed five (5) years of service and who work an average fifty-six (56) hour work week, shall compute vacation leave at seven-twelfths (7/12ths) of a 24-hour day a month or fourteen (14) hours of annual leave credit with no more than seven (7) working days per calendar year. Those employees of the Fire Department having completed five (5) years of service are to receive fifteen (15) hours of annual leave credit. Fire Department employees having completed ten (10) years of service are to receive eighteen (18) hours of annual leave credit; and those having completed twenty (20) years of service are to receive twenty-four (24) hours of annual leave credit for each full, complete month of service.

- (a) The time at which an employee is to take his/her vacation is to be determined by the supervising official with due regard for the wishes of the employee and particular regard for the needs of the service.
- (b) Vacation time is not permitted to accrue to an amount beyond that granted annually except under such unusual workload circumstances that it has been impossible for the employee to take his/her vacation and then only with the written request to the Human Resource Manager for the City Manager's approval. In no event shall vacation leave be permitted to accrue beyond that accumulated in a two-year period. Any vacation balances in excess of the allowed maximums shall be stricken from the record.

The Department has indicated to MAG that Fire crews are given the opportunity to choose vacation days according to seniority in October/November of the prior year. These vacation choices are made after all "O" days have been accounted for. These vacation choices may be one day or two consecutive days. Also allowed are the last day of one set of days and the first day of a second set of days. Employees may also "Pass" their selection opportunity. Any further vacation requests must be submitted to the Fire Chief's Office or the employee's Battalion Chief for approval.

The Department has further indicated that, assuming a crew is at full staff (14), two individuals are allowed to be scheduled off at one time, a third is allowed off, but must report to the station first. Two (2) may be prescheduled, and another one (1) once staffing is determined to not drop below the minimum of eleven (11).

Vacation days are accrued throughout the year and the amount earned is based on length of employment. Vacation is not to be taken unless it has already been accrued.

A full year of vacation time is allowed to be carried over into the following year, but must be utilized by the end of that year. A maximum of two years may be carried over with the permission of the City Manager per University City Administrative Regulations.

5.7 Shift Trade Policy

The Department indicated that a maximum of nine (9) shift trades are allowed per employee per year, with the exception of the Union Shop Steward or other Union Officers, who are allowed unlimited trades. Any trade must be taken in 12 hour increments (i.e. 12 of 24 hours).

In order to replace a Battalion Chief who is absent, a Captain is designated as the Acting Battalion Chief and receives four (4) hours of Compensatory Time for anything over 12 hours.

6.0 Staffing Levels

Article XIII of the Memorandum of Agreement, states that the City will strive to maintain a staffing of at least 15 personnel per crew. However in the event of a reduction in force, employees will be laid off by seniority regardless of job classification. Seniority is defined as length of continuous service from latest date of employment. No new employee is to be hired until the laid off employee has been given an opportunity to return to work.

Article XIV of the Memorandum of Agreement specifies **Management Rights**. The Union recognizes that any and all rights concerned with the management of the Fire Department and the direction of the working forces are exclusively that of the City except where expressly and specifically modified, limited and restricted by the provisions of the Memorandum. Such functions include, but are not limited to:

- the right to select and hire, to assign work to employees;
- promote to a better position;
- suspend, to demote, to discipline, to discharge for cause, to establish and maintain rules governing the employee's conduct and work;
- establish personal appearance standards;
- **determine the number of employees required in any function or on any job;**
- relieve employees from duty because of lack of work, or for other legitimate reasons, the right to set work schedule or to change schedules already set, the right to study, determine and regulate the methods, quantity, quality and type of work;
- **the right to control overtime and the necessity of employees working overtime;**
- the right to determine the number, location, and types of its facilities and operations;
- the right to determine the extent to which any operation or part or all of its operation or move the same, the right to change methods or procedures or to use any equipment; and,
- the right to change or introduce new or improved equipment, procedures, or facilities, and the right to determine the methods and means of operation.

The Department has indicated that the minimum staffing for companies is as follows:

- *Engines (pumpers) - 3*
- *Trucks (Ladders) - 3*
- *Ambulances -2*

There are currently three (3) Captain positions authorized on each shift resulting in Captains often functioning as Firefighters but being compensated as Captains. This staffing level for Captains appears to be a holdover from three stations within the City. Operationally, there is no compelling need for three (3) Captains on each shift within the rank structure.

RECOMMENDATION 9: Limit the number of budgeted Captain positions to two (2) per shift or six (6) total, compared to the current nine (9) authorized Fire Captain positions.

RECOMMENDATION 10: Limit the number of budgeted Firefighter/Paramedic or Firefighter positions to 24, from the current 31 budgeted positions in this class, and use part-time Paramedic/Firefighters to achieve minimum staffing levels.

RECOMMENDATION 11: Limit the number of overall staffing level of regular, full-time positions to 36, compared to the current 46 authorized positions.

MAG recommends the following staffing (after a one year trial with current staffing but using Part Time Fire Fighters instead of overtime whenever possible & paying for upgrades with cash, NOT owed time:

EACH SHIFT FULL-TIME PERSONNEL (A, B, & C)

8 Paramedic-Firefighters (4 for Ambulances 4 for Engines)
2 Captains (1 per station)
1 Battalion Chief

TOTAL SHIFT FULL-TIME PERSONEL:

24 Paramedic-Firefighters
6 Captains
3 Battalion Chiefs

ADMINISTRATIVE PERSONNEL:

1 Fire Chief
1 Assistant Chief
1 Executive Secretary

GRAND TOTAL FULL-TIME FIRE DEPARTMENT PERSONNEL:

24 Paramedic-Firefighters

6 Captains
3 Battalion Chiefs
1 Assistant Chief
1 Fire Chief
1 Executive Secretary

36 Total

This level of regular, full-time staffing compares to the current 46 authorized positions.

The following assumptions are included as part of determining cost savings:

- Captain empty slots are filled with upgraded Firefighters.
- Part-time Firefighters are used to cover for upgraded Firefighters.
- As many as two (2) part-time-Firefighters may be used at one time.
- Unusual situations (e.g., multiple paid leaves on any one day, late notice of needed leave, etc.) will alter results.

Establishing a true minimum number of regular, full-time positions to provide shift services is a highly cost efficient approach to staffing within the Fire Department. This strategy relies on the use of part-time Firefighter/Paramedics or Firefighters who have achieved the appropriate level of certifications to serve in these capacities.

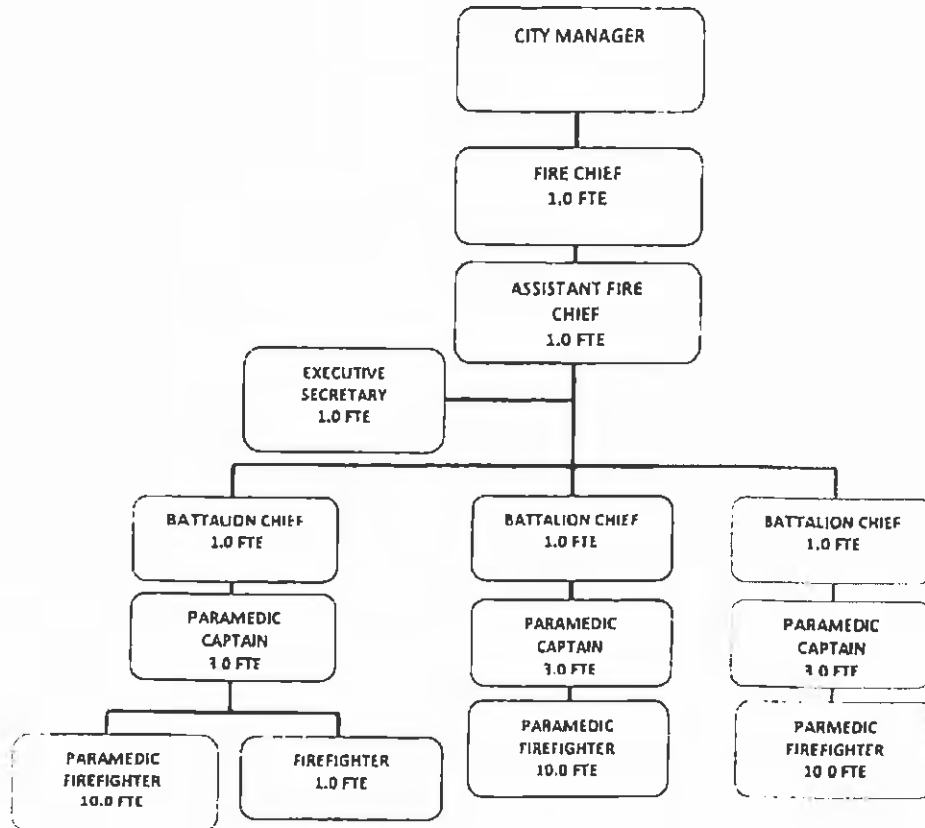
The market cost for part-time certified positions appears to be approximately \$17 per hour at this time. This compares to the actual average for current Paramedic/Firefighter positions within the Fire Department of \$21.31 per hour. The City would realize cost savings on base salary of \$4 for every hour worked. Assuming approximately 20,384 hours per year for the difference of the current 31 Paramedic/Firefighter positions versus the recommended 24 Paramedic/Firefighter positions, the cost savings in base pay alone would equate to approximately \$81,536.

In addition, Finance Department documents indicate an average of 40% costs in benefits. The use of part-time Paramedic/Firefighter certified personnel would preclude the cost of those benefits, resulting in an additional current annualized savings of \$32,614.

The total annualized savings for reducing the total number of regular, full-time Paramedic/Firefighter positions and using part-time certified personnel is therefore \$114,150.

7.0 Organizational Structure

The current structure, below, indicates a total of 46 full time positions. MAG endorses the current organizational structure itself as appropriate for the organization and the services provided. The number of full-time positions required to maintain service levels is limited to 36 overall, supplemented by part-time certified personnel.



The number of positions assigned within the Department is, however, recommended for change in the following levels:

- Current Captain positions: 9 Recommended Captain positions: 6
- Current Paramedic FF's/FF: 31 Recommended Paramedic FF's/FF: 24

During the project, the rank structure was reviewed for appropriateness. The position of Assistant Fire Chief was considered, as well as the Captain, Paramedic/Firefighter and

Firefighter positions.

The duties of the Assistant Fire Chief position includes:

- Fire Marshal (Coordination)
- Training Coordinator
- National Fire Incident Reporting System Oversight
- Fire Investigator

The Assistant Fire Chief position is a full-time job and should not be deleted or used to fill for Battalion Chief leaves on a regular basis. The Assistant Fire Chief could fill in during regular working hours on an irregular basis when he/the Chief believes he can postpone (not ignore) his regular duties.

RECOMMENDATION 12: *Maintain the position of Assistant Fire Chief.*

8.0 Additional Operational and Policy Recommendations

8.1 Quints

The utilization of Quint apparatus would significantly enhance the level of service delivered to the City with no increase in staffing.

RECOMMENDATION 13: *Consider the purchase of smaller, less expensive, more maneuverable, (than current Truck) quint apparatus for each station as soon as fiscally feasible.*

8.2 Dispatch

All UCFD personnel interviewed agreed that current dispatching practices are inhibiting the UCFD's efforts to deliver effective, efficient, fire protection and emergency medical services.

RECOMMENDATION 14: *Effort and funding should be provided to establish emergency medical dispatch services through Dispatcher training and installation of EMS dispatch software.*

RECOMMENDATION 15: *Appoint a joint committee to improve dispatch services for the UCFD.*

8.3 Shift Trading

Captains and Fire Fighters are currently allowed to trade shifts with each other. Further, Captains are on the same call-back list for overtime as Fire Fighters. This can result in situations where Captains are working as Fire Fighters but receiving Captains compensation and in other cases a company running without a regular Captain.

RECOMMENDATION 16: *A policy should be implemented requiring rank for rank trades and overtime hiring.*

8.4 Vacation Policy

RECOMMENDATION 17: *Vacation selections for Captains and Fire Fighters should be separated so that only a single Captain per shift is allowed on vacation at the same time. This will provide a larger pool of Captains to fill for vacationing Captains.*

8.5 Saint Louis County Fire Standards Commission

It appears that the Saint Louis County Fire Standards Commission may be unreasonably requiring SLCFSC Academy attendance when an experienced Firefighter is hired by UCFD.

RECOMMENDATION 18: *The UC City Attorney should determine the authority of the SLCFSC to require such training.*

8.6 Paramedic Hiring

Currently the UCFD hires only certified Paramedics as Fire Fighters resulting in as many as two Paramedics being on duty for both ambulances and fire fighting companies at the same time. This is in excess of the National practice which typically requires a single paramedic on the scene to practice paramedic procedures. This may result in some senior Paramedic Captains and Fire Fighters having far fewer opportunities to practice their skills that would be desirable. This can be mediated by a Department policy requiring every Paramedic-Firefighter to serve on the ambulance not less than 24 hours in a pay period to qualify for the Paramedic bonus. This should be certified by the Battalion Chiefs.

Although there is a cost associated with hiring only Firefighters with Paramedic licensing/certification, with a small department such as the University City Fire Department, it seems operationally reasonable to continue the practice. To do otherwise would greatly complicate certain operational issues, e.g., shift trading; overtime hiring, trading personnel assignments between Engine/Truck and Ambulance for short periods when a station experiences unusually heavy EMS demand. This flexibility seems particularly desirable when an agency uses the 48 hour shift pattern.

RECOMMENDATION 19: *Establish Paramedic bonus as eight (8) Paramedic-Firefighters, two (2) Captains and one (1) Battalion Chief per shift*

UNIVERSITY CITY, MO FIRE DEPARTMENT REVIEW					
Rec. #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
1	Further internal study should be made on the use of "O" days to determine their effectiveness in reducing FLSA overtime	Fire Chief, Finance Director, City Manager	Dec. 2015	Scheduling efficiency and potential reduction of overtime costs	TBD
2	Review the City's personnel policies and leave policies in the union agreement on a regular basis	Fire Chief, City Attorney, City Manager	Ongoing	Internal consistency of City and union agreement policies	Undetermined
3	Ensure that the Finance Department and Fire Department management staff are in complete agreement on FLSA requirements and tracking of overtime due to FLSA.	Fire Chief, Finance Director, City Manager	Ongoing	Insure proper allocation of overtime costs	Control of overtime costs

UNIVERSITY CITY, MO FIRE DEPARTMENT REVIEW					
Rec. #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
4	Review FLSA requirements for light duty hours with an attorney experienced in FLSA hour calculation as related to the special firefighter exception	Fire Chief, City Attorney, City Manager	Ongoing	Reduce possibility of negative legal action and possible reduction of overtime costs.	Possible cost avoidance for legal costs/fees
5	Obtain legal guidance on FLSA overtime issues, including advice on whether the basis for pension payouts is base pay or gross pay (including any overtime or bonuses earned).	Fire Chief, City Attorney, City Manager	Dec 2015	Reduce possibility of negative legal action	Detour possible legal costs.
6	Change policy to providing immediate "bonus" for temporary "upgrades" to higher paid positions. The "acting" bonus should equate to less than the full cost of providing overtime compensation for personnel filling in for the party using "upgrade" compensatory time	Fire Chief, City Attorney, City Manager	July 2015	Avoid future overtime costs	TBD

UNIVERSITY CITY, MO FIRE DEPARTMENT REVIEW					
Rec #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
7	Track "sick leave" on the basis of cost as well as hours. The shift schedule of the Fire Department may make comparing hour for hour inappropriate	Finance Director	July 2015	Improved accuracy in comparison of sick leave costs.	None.
8	Investigate implementing a "personal time" paid leave in place of the various paid leaves now in use, and, implementing a system of pay for unused "personal time" (or currently sick leave)	Finance Director, City Manager	Dec 2015	Potential reduction of lost time and personnel costs	TBD
9	Limit the number of budgeted Captain positions to two (2) per shift or six (6) total, compared to the current nine (9) authorized Fire Captain positions	City Council, City Manager	FY 2016 budget	Reduction of three (3) Fire Captain positions Appropriate rank structure	\$228,717 annualized base salary plus average 40% benefits of \$91,486, for an annualized total of \$320,203 in annual savings or cost avoidance. This savings is minimized by the cost to cover lost time for Captain slots of \$50,359 Net annual savings: \$269,844

**UNIVERSITY CITY, MO
FIRE DEPARTMENT REVIEW**

Rec. #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
10	Limit the number of budgeted Firefighter/Paramedic or Firefighter positions to 24, from the current 31 budgeted positions in this class, and use part-time Paramedic/Firefighters to achieve minimum staffing levels	City Council, City Manager	FY 2016 budget	Reduction of seven (7) regular, full-time positions. Staffing strategy utilizes a combination of full-time and part-time certified personnel. Retains level of services in the community.	Annualized total of \$114,150 in annual savings or cost avoidance
11	Limit the number of overall staffing level of regular, full-time positions to 36, compared to the current 46 authorized positions	City Council, City Manager	FY 2016 budget	Reduction of seven (7) regular, full-time positions. Staffing strategy utilizes a combination of full-time and part-time certified personnel. Retains level of services in the community	Savings captured in recommendations 9 and 10
12	Maintain the position of Assistant Fire Chief	City Council, City Manager	Ongoing	Continues current attention to critical tasks.	None.

UNIVERSITY CITY, MO FIRE DEPARTMENT REVIEW					
Rec #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
13	Consider the purchase of smaller, less expensive, more maneuverable, (than current Truck) quint apparatus for each station	Fire Chief, City Council, City Manager	When fiscally feasible.	Provide UCFD with more appropriate apparatus resulting in more effective fire and life safety and reduction in maintenance costs for existing inefficient, high maintenance apparatus	Significant investment in new apparatus, reduced maintenance costs.
14	Provide effort and funding to establish emergency medical dispatch services through Dispatcher training and installation of EMS dispatch software	Fire Chief, Police Chief, City Council, City Manager	FY 2016	Significant improvement in the level of emergency medical services provided UC citizens	Minimal costs.
15	Appoint a joint committee to improve dispatch services for the UCFD	City Manager	FY 2016	Significant improvement in the level of emergency medical and fire protection services provided UC citizens	Possible minimal overtime costs for selected personnel.

UNIVERSITY CITY, MO FIRE DEPARTMENT REVIEW					
Rec. #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
16	Implement a policy requiring rank for rank trades and overtime hiring.	Fire Chief, City Manager	FY 2016	More efficient and effective fire and life safety services.	Possible reduction in overtime costs
17	Vacation selections for Captains and Firefighters should be separated so that only a single Captain per shift is allowed on vacation at the same time.	Fire Chief, City Manager	FY 2016	More efficient and effective fire and life safety services.	Possible reduction in overtime costs
18	The UC City Attorney should determine the authority of the Saint Louis County Fire Standards Commission to require such training	City Attorney, City Manager	FY 2015	Reduce recruitment and hiring costs for new Paramedic-Firefighters	TBD

**UNIVERSITY CITY, MO
FIRE DEPARTMENT REVIEW**

Rec #	Action Step	Responsibility	Estimated Completion	Impact	Projected Savings or (Costs)
19	Establish Paramedic bonus as eight (8) Paramedic Firefighters , two (2) Captains and one (1) Battalion Chief per shift	Fire Chief, City Manager	FY 2016	Reduce personnel costs	TBD

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN:

**THE CITY OF UNIVERSITY CITY,
MISSOURI 63130**

AND

**THE UNIVERSITY CITY FIRE
DEPARTMENT SHOP,
I.A.F.F. LOCAL 2665**

EFFECTIVE DATE:

MARCH 1ST, 2015

To

MARCH 1ST, 2018

City: _____ Date: _____ Union: _____ Date: _____

1

April 13, 2015

K-8-2

August 3, 2105

E-1-54

ARTICLE	NAME	Page
	PREAMBLE	3
1	LABOR AND MANAGEMENT RELATIONS	
1.01	Recognition	4
1.02	Discrimination	4
1.03	Union Business	4
1.04	Payroll Deduction of Union Dues	5
1.05	Bulletin Boards	5
1.06	Department Advisory Committee	5
1.07	Union Representation	5
1.08	Display of Union Insignia	6
1.09	Management Rights	6
1.10.	Appendices and Amendments	6
2	WORKING CONDITIONS	
2.01	Prevailing Rights	7
2.02	Hours of Duty	7
2.03	Personnel Reduction	8
2.04	Seniority Assignment	8
2.05	Grievance Procedure	9
2.06	Shift Exchange	9
2.07	Weather Rules	9
2.08	Health and Wellness	9
2.09	Overtime	9
2.10.	Training	10
2.11	Uniform Policy/Clothing Allowance/PPE	10-11
2.12	Disciplinary Proceedings	11
2.13	Civil Service and Administrative Regulations	11
2.14	Operation Bulletins	11
2.15	Hiring and Promotions	12
3	COMPENSATION	
3.01	Wage and Compensation and Longevity Progression	13-14
3.02	Paid Holidays	15
3.03	Special Time-Off Provision	15
3.04	Health, Dental, Vision, Life and Disability Insurance	15-16
3.05	Pension and Retirement	16
3.06	Injured or Disabled While On or Off Duty	17
4	TIME OFF	
4.01	Daylight Saving Agreement	18
4.02	Sick Leave	18
4.03	Military, Court, Jury Duty, and Funeral Leave	18-19
4.04	Vacation	20
4.05	Maternity and Disability Leave	20-21
4.06	Emergency Leave	21
5	CONDITIONS OF THE AGREEMENT	
5.01	Savings Provision	22
5.02	Binding on Successors	22
5.03	Period of the Agreement and Approval of Agreement	22-23
	Exhibit A- Examples of Significance	24
	Exhibit B- Referenced Operational Bulletins, SOP's, and SOG's	25

City: _____ Date: _____ Union: _____ Date: _____

2

April 13, 2015

K-8-3

August 3, 2105

E-1-55

PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as CBA with the City of University City, hereinafter referred to as the Employer, and Local 2665, International Association of Firefighters, hereafter known as the Union, is as follows:

It is the purpose of this CBA to achieve and maintain harmonious relations between the Employer and Employees and their Union; to reflect our discussion of equitable and peaceful adjustment of differences that may arise, wages, hours, and other conditions of employment for the members of the Union employed by the Employer.

The parties agree the CBA is binding on the City and Union.

The fire department provides our residents the highest quality paramedic and fire services. The City will therefore continue to provide highly competitive compensation and benefits commensurate with our financial and budgetary resources.

This CBA embodies the full extent of the agreement and the discussions between the City of University City (Employer), and Local Union 2665, IAFF (Union).

City: _____ Date: _____ Union: _____ Date: _____ 3

April 13, 2015

K-8-4

August 3, 2105

E-1-56

ARTICLE 1—LABOR AND MANAGEMENT RELATIONS

Section 1.01

Recognition

CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes Professional Fire Fighters of Eastern Missouri, Local 2665, IAFF, AFL-CIO, CLC as the exclusive bargaining representative in the unit found appropriate for the purposes of collective bargaining as follows:

Bargaining Unit: For an appropriate unit consisting of full-time employees of the City's Fire Department holding the rank of Firefighter, Paramedic Firefighter or Paramedic Firefighter Captain, as provided by the State Board of Mediation on June 4, 1981.

SECTION 1.02

Discrimination and Diversity

The City agrees that there shall be no discrimination, by the City, UCFD Management team or their delegates, against any employee for his or her activity on behalf of, or membership in the Union.

The City and the Union agree that there will be no discrimination against any employee because of race, color, age, religion, disability, handicap, gender, or sexual orientation as outlined in state and federal law.

The City and the Union agree that an objective of the UCFD should be to promote diversity in the fire service.

SECTION 1.03

Union Business

Any Firefighter, Paramedic Firefighter, or Paramedic Fire Captain from the U.C.F.D. who is elected or appointed to the IAFF or Local 2665 Executive Office (President, Vice President, Secretary, Treasurer, Sergeant at Arms or other offices) or who is elected as Shop Steward of the UCFD Shop of Local 2665, may be granted time off, at no cost to the City, to perform Local 2665 Union business, provided the Firefighter, Paramedic Firefighter, Paramedic Fire Captain, has the written permission of the Fire Chief or Battalion Chief, and no equipment is taken out of service. Union Time off may be granted as unpaid leave at the Union Officer's discretion, or the Officer may opt to utilized earned leave for Union Business Time Off, said time off will only be granted in accordance with SOP VAC-1 (2/25/2015).

Any officer of the Union shall also be allowed to trade time with other members of the department if needed to conduct Union business. These trades will not be counted toward the yearly maximum trades allowed as defined by SOP AB-5 (2/25/2015).

All equipment shall be allowed to move to the same Engine House to conduct Union Shop Meetings six Weekend mornings per year and at such other times when agreed to by the Fire Chief and the Union. Such permission shall not be withheld arbitrarily.

City: _____ Date: _____ Union: _____ Date: _____

4

April 13, 2015

K-8-5

August 3, 2105

E-1-57

SECTION 1.04
PAYROLL DEDUCTION OF UNION DUES

Upon authorization by the employee, the City will withhold from any Union members paycheck, an amount set by Local 2665; for (1) IAFF dues and (2) Shop or "Commissary Dues". A monthly check in the amount of such withholding shall be issued by the City payable to the Union and/or a designated representative of the Bargaining Unit and transmitted to the representative of the Union and the Shop. The City shall not be held liable, nor contribute to said dues; and should an employee no longer want such a deduction taken from his/her paycheck, the City will no longer make any payroll deductions for that employee for Union dues.

SECTION 1.05
BULLETIN BOARDS

The City shall furnish a bulletin board and provide space for it in designated locations in each firehouse for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. The City has the right to remove any material that contravenes A.R. 4, Work Rule Group II, #10.

SECTION 1.06
DEPARTMENT ADVISORY COMMITTEE

There shall be a Department Advisory Committee consisting of three Union representatives, selected by its members, and three Administration representatives. The Committee will meet upon mutually agreeable dates and at least semi-annually unless mutually agreed to by both parties that fewer or more meetings are preferable with a recognized goal of meeting at least semi-annually. Additional meetings shall take place at the request of either party and require the agreement of the majority of committee members to schedule additional meetings. Such meetings shall be limited to:

1. Discussion of the general administration of this Agreement;
2. A sharing of general information of interest to either party;
3. Items concerning health and safety issues and departmental morale;
4. Proposed changes to SOPs, OBs, etc. that are specifically referenced in this Agreement and referenced in Exhibit B. Any changes during the terms of this Agreement must be mutually agreed to by the Union and the City and will be memorialized in compliance with Section 1.10 of this Agreement.

These meetings shall not be utilized to modify this agreement, other than that outlined in section 4. of the above, or to resolve grievances.

Section 1.07
UNION REPRESENTATION

Employees will have Union representation at any investigative meeting when such meeting may be reasonably likely to lead to disciplinary action against such employee and may be selected internally, or may be assigned and or consist of an Officer of a Local 2665 Executive Board. The employee may elect to have the Union representative participate at anytime during the proceedings. When representation is invoked the employee will be given no longer than 3 calendar days to arrange for the presence of a Union Representative, it is further agreed that the Employee and City understand that this does not negate the employee's responsibility to participate in the investigative process during the disciplinary proceedings

City: _____ Date: _____ Union: _____ Date: _____ 5

Section 1.08
DISPLAY OF UNION INSIGNIA

All I.A.F.F. insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional fire fighters. It is understood that only active members of the I.A.F.F. will be authorized to place any logos on their uniform, and there will be no expectation that non-members, such as chief officers, place this insignia on their uniforms or vehicles.

Section 1.09
MANAGEMENT RIGHTS

The Union recognizes that any and all rights concerned with the management of the Fire Department and the direction of the working forces are exclusively that of the City except where expressly and specifically modified, limited and restricted by the provisions of this CBA. Such functions include, but are not limited to, the right to select and hire, to assign work to employees, to promote to a better position, to suspend, to demote, to discipline, to discharge for showing of just cause and due process as defined in Rule XIII of the Civil Service Rules, to establish and maintain rules governing employee's conduct and work, to establish personal appearance standards, to determine the number of employees required in any function or on any job, to relieve employees from duty because of lack of work, or for other legitimate reasons, the right to set work schedules or to change schedules already set, the right to control overtime and the necessity of employees working overtime, the right to determine the number, location, and types of its facilities and operations, the right to determine the extent to which any operation or part or all of its operation or move the same, the right to change methods or procedures or to use any equipment, the right to change or introduce new or improved equipment, procedures, or facilities and the right to determine the methods and means of operation.

Section 1.10
Appendices and Amendment

All appendices and amendments to this Memorandum, if any, shall be numbered or lettered, dated and signed by the responsible parties and shall be subject to all provisions of this Memorandum.

City: _____ Date: _____ Union: _____ Date: _____ 6

April 13, 2015

K-8-7

August 3, 2105

E-1-59

ARTICLE 2—WORKING CONDITIONS

SECTION 2.01
PREVAILING RIGHTS

No right privilege, working condition, rule or regulation shall be changed for arbitrary or retaliatory reasons. It is further agreed that all Department Operational Bulletins, Policies, Procedures, Rules and Regulations referenced in the agreement shall be identified by date and remain in full force and effect as written and enforced throughout the duration of the Agreement, unless such a change is required by law.

While it is impossible to define and codify every possible right currently afforded to employees, a partial list that shall serve as a framework and definition of those issues covered by this section can be found in Exhibit A of this document. An additional list of all referenced Department rules; regulations, policies, procedures, guidelines and bulletins referenced in the Agreement shall be listed by Title and Date and can be found in Exhibit B.

SECTION 2.02
HOURS OF DUTY

The hours of duty for each employee shall begin at 07:00 a.m. and continue until 07:00 a.m. of the following day (24 hours). Each shift shall be on duty forty-eight (48) hours, constituting two (2) separate days. All employees shall report to work at 07:00 a.m. in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three-(3) crew forty-eight (48) hour shift schedule. The shift rotation is as follows: A/A, B/B, C/C.

The City agrees to allow ninety (90) minutes during the shift for the employees to participate in physical fitness activities, as well as the hours of 11:00 a.m. –12:30 p.m. to be considered mealtime in which employees may prepare and consume meals. In the event this meal time is interrupted due to emergency responses, the interrupted time will be made up upon arrival back to the fire station, after any necessary preparations for the next call have been completed (i.e. filling of air bottles, equipment maintenance/repairs, restocking of supplies, etc.).

Non-emergency operations such as, but not limited to, inspections, apparatus and equipment maintenance, fire and EMS training, fire hose and fire hydrant testing, and facilities cleaning and maintenance shall be completed as needed to ensure those duties required of the employees to provide the services to the community are completed.

The City reserves the right to schedule fire department employee training and community relations on an as-needed basis in order to meet the necessities of the department and the citizens in which the department serves.

As outlined in budget FY2015, any firefighter paramedic hired to fill the 40th or 41st firefighter/medic position may be assigned to a float shift as outlined in SOP PER-5 Float Position (02/25/15). The least senior member of the department will fill this position/scheduled.

City: _____ Date: _____ Union: _____ Date: _____

7

April 13, 2015

K-8-8

August 3, 2105

E-1-60

SECTION 2.03
REDUCTION IN FORCE

The City will maintain a staffing of at least 11 personnel per crew on duty each day. However in the event of a reduction in force, front-line employees assigned to a shift will be laid off by seniority regardless of job classification. Specifically exempted from this provision shall be 40-hour administrative employees, specifically the Fire Chief and Assistant Chief. Seniority is defined as length of continuous service from latest date of employment. No new employee shall be hired until the laid off employee has been given an opportunity to return to work.

An employee's seniority shall terminate when that employee:

1. Is terminated for cause, quits, or resigns;
2. Fails to report for work at termination of authorized leave of absence without just cause
3. Has been laid off and upon recall fails to return to work within 14 days after written notice of recall has been received by said employee;
4. Is laid off for 24 continuous months;
5. Is absent from work on unpaid leave of absence for reason of illness or injury in accordance with Pension Ordinance provisions and Pension Board actions and decisions.

Nothing in this section of the Agreement shall restrict the Fire Department from terminating the seniority of an employee when the employee has been dismissed for just cause. An employee re-employed after termination of seniority, caused by the foregoing reasons, shall be considered a new employee.

SECTION 2.04
SENIORITY ASSIGNMENT, PERSONNEL TRANSFERS, & AMBULANCE STAFFING

Section 1 – Seniority Assignment:

The City agrees that seniority will be a primary determining factor when considering shift, engine house and apparatus assignments for Paramedic Firefighters and Paramedic Captains. Seniority shall also be the primary determining factor when assigning an employee that is working overtime. The city also agrees that no loss in pay shall occur due to any personnel transfers.

Section 2—Personnel Transfers

Employees may request crew assignments between September 1st and October 15th as defined in SOP VAC-1 (02/25/2015), Seniority by position in the department, date of hire/promotion will be evened over the crews and used in determining crew assignment requests. In the event said request is not granted by the City, the employee is entitled to an explanation as to the reasons for the denial.

The city shall have the right to change permanent shift assignments to meet the operational needs of the Fire Department. In the event that such changes are necessary, all reasonable efforts will be made to not disrupt scheduled vacation of the affected employees or to limit their ability to properly select vacation time for the coming year.

Section 3—Ambulance Staffing

Ambulance Staffing shall be assigned as outlined in SOP-AM-1 (2/25/2015) and SOP-A-1 Apparatus Staffing (2/25/2015).

City: _____ Date: _____ Union: _____ Date: _____

8

April 13, 2015

K-8-9

August 3, 2105

E-1-61

SECTION 2.05
GRIEVANCE PROCEDURE

A grievance is a difference between the Union or an individual employee member of Local 2665 and the City regarding the interpretation and/or application of the CBA or regarding disciplinary action taken by the Department or City against an employee member or members. The procedural steps for the handling of grievances by the Department Supervisors, the Fire Chief and the employees shall conform in the substance of Rule XIII of the Civil Service Rules of University City as is effective and in place upon the memorialization of this Agreement. The City agrees that written correspondence received by the Union or its Members shall be responded to by the City within 14 business days of receipt of said written correspondence regarding the initiation of Civil Service Rule XIII.

If an employee or the Union is still dissatisfied with the decision of the City following the above adhered to guidelines, then said employee or Union may seek judicial review as permitted by law.

SECTION 2.06
SHIFT EXCHANGE

Employees may exchange their duty hours with another employee for that assignment in compliance with SOP AB-5 (2/25/2015). Prior approval for all exchanges must be obtained by employees' Battalion Chief, Acting Battalion Chief, or Chief's office if Battalion Chiefs are unavailable. All shift exchanges shall comply with FLSA guidelines, and the City shall not be held responsible for adjudicating issues that arise from the exchange of shifts.

Employees working shift exchange shall be covered by Worker's Compensation.

It shall be the responsibility of the employee entering into the agreement to work for the scheduled employee to arrive on time for the scheduled shift. In the event that the exchanging employee (defined as employee who has agreed to cover the shift) is unable to fulfill his obligation to the scheduled employee, the exchanging employee shall be responsible to locate another individual to work. If the employee is unable to do so, the exchanging employee will be assessed the total loss of scheduled hours in sick time, vacation time, comp time, or personal time.

SECTION 2.07
WEATHER RULES

SOP S-3 (2/25/2015) is effective and in place upon the memorialization of this Agreement and will be followed regarding work activity during severe weather.

SECTION 2.08
HEALTH & WELLNESS

The City agrees to maintain, repair, replace and upgrade physical fitness equipment in the firehouses

The City agrees to allocate 90 minutes during the workday for the employees to participate in physical fitness activities. The Union agrees to support the concept of obtaining and maintaining a high level of personal fitness and will encourage members to take full advantage of this 90-minute allocation from the workday.

SECTION 2.09
OVERTIME

City: _____ Date: _____ Union: _____ Date: _____ 9

Standard Operating Procedures will spell out emergency and non-emergency call back procedures with input from Captains as outlined below - The Union and City agree that SOP OT-1 (2/25/2015) will remain in effect and unchanged as it is written during the duration of this CBA.

SECTION 2.10

TRAINING

ADVANCED TRAINING AND PROFESSIONAL DEVELOPMENT

All Members of the department shall be permitted time off to attend courses and tests required by the State of Missouri for re-certification of EMT-P license, including CEU, meetings and testing required for licensing and fire or medical related classes, subject to the following conditions:

- Request for such time shall be submitted to the City at the earliest possible time but in no case less than two weeks before the time requested, unless above minimum staffing;
- As of 08/01/14 each employee shall be permitted up to 150 hours every three years for fire or medical education leave;
- As of 08/01/14 each employee shall be granted time off up to the same 150 hours every three years for fire or medical education leave;
- Course work must be approved by the Fire Chief as required in past practices. Good faith and reasonable efforts should be made to avoid more than two employees on leave during the same day and return to work promptly;
- Nothing herein requires the Department to call in personnel on an overtime basis nor is any type of compensation time or trading time prohibited. Use of this personal medical training leave will not affect FLSA overtime. Administrative Regulation #37 provides to Firefighters and Paramedic Firefighters procedures for direct cost reimbursement for off duty night courses, correspondence courses, or courses taken for re-certification of EMT-P license. The department will be notified in the event changes are made in this regulation.

SECTION 2.11

UNIFORM POLICY

Section 1 – Definition

SOP U-1 (2/25/2015) is effective and in place upon the memorialization of this Agreement. The Union and City agree that SOP U-1 will remain in effect and unchanged as it is written throughout the duration of this CBA

Section 2 – Issuance

From and after December 1st 2015, each regular full-time Firefighter, Paramedic Firefighter, and Paramedic Fire Captain employed at least twelve (12) months with the U.C.F.D. shall receive an additional \$600.00 in a separate and untaxed check during the first 2 weeks of December. It is agreed that this reimbursement shall apply to the prior year's Uniform expenses. Such amount shall represent payment by the City to each Firefighter, Paramedic Firefighter and Paramedic Fire Captain for the purchase, maintenance and cleaning of uniforms, with the exception of Personal Protective Equipment and Gear ("turn-out gear").

Receipts totaling \$600 from a vendor(s) of the employees choosing must be provided to the Fire Chief's Office by each Firefighter, Paramedic Firefighter or Paramedic Fire Captain by November 30 of the following year. The Union agrees that each Firefighter, Paramedic Firefighter or Paramedic Fire Captain turning in receipts totaling less than \$600 shall have their upcoming years' uniform allowance reduced by the amount not spent the previous year. The Union agrees the City is not responsible for reimbursing employees for amounts spent in excess of \$600.00/year.

City: _____ Date: _____ Union: _____ Date: _____ 10

The City will continue to purchase and provide all provisions for the health and safety of the employees including devices and other equipment for the benefit of the employee. Firefighting gloves, pants, coats, hoods, helmets and boots in accordance with NFPA and OSHA standards, also known as "turn-out gear" or "personal protective equipment and gear", are included in these items and devices.

Uniform Guidelines:

1. Personnel, while in public events, shall wear the same type of uniform at the same time;
2. Personnel performing fire prevention duties, appearing for court or representing UCFD at any official function shall wear a Class "B" uniform;
3. Personnel while on duty and attending funerals, formal public events, or ceremonies shall wear their Class "A" uniform;
4. Uniforms are to be worn only during on-duty working hours or while officially representing UCFD during off-duty hours, such off-duty representation will only be permitted with the written request and or approval of the Fire Chiefs Office;
5. All uniforms shall conform to the standards established in this Agreement and in SOP U-1

SECTION 2.12

DISCIPLINE and DISCHARGE PROCEDURES

It is agreed that the City has the right to discipline or discharge an employee but upon a showing a just cause, after notice and opportunity for a hearing. The City's final decision shall be made available to the effected employee and the employees chosen Union Representative within seventy-two (72) hours pursuant to Section 610.012(3) of Revised Statutes of Missouri.

Discipline and Discharge must be found upon a showing of just cause, the Members of the Bargaining Unit are entitled to Due Process as outlined in Rule XIII of the Civil Service Rules. The term "Discipline" includes, formal written reprimands, suspensions without pay, reductions in rank and or compensation, and dismissals. Upon notice of any of the above outline disciplinary notifications all Members of the Bargaining Unit shall have the right to file a grievance in accordance with Section 2.05 of the Agreement.

SECTION 2.13

CIVIL SERVICE AND ADMINISTRATIVE REGULATIONS

Civil Service Rules and Administrative Regulations will be made available electronically and should be kept current at each Fire Captain Work Station. All Fire Department Members shall be notified electronically of any changes or amendments to the Civil Service Rules and Administrative Regulations. The City and the Union agree that should any amendments made to the above contradict any provisions of the Agreement that the Agreement shall supersede any changes and remain in effect until such dates as defined in the terms of this Agreement.

Civil Service Rules and Administrative Regulations will be made available electronically and should be kept current at each Fire Captain Work Station.

SECTION 2.14

STANDARD OPERATING GUIDELINES (SOG), STANDARD OPERATING PROCEDURES (SOP), and OPERATION BULLETINS (OB)

SOGs, SOPs and/or Operational Bulletins will be distributed to all personnel in accordance with established procedures. It is further agreed that all OBs, SOPs, SOG, policies, rules, regulations and guidelines

City: _____ Date: _____ Union: _____ Date: _____ 11

referenced in this-Agreement shall be titled with date and remain in effect and unchanged throughout the duration of this Agreement unless mutually agreed to during Department Advisory Meetings. The City agrees to notify the department of any changes to the SOGs, SOPs and/or Operational Bulletins.

SECTION 2.15
PROMOTIONS AND HIRING

Eligibility to participate in a promotion process will require Missouri State Certified Firefighter I & II, and a State Paramedic License and shall be determined by the following years of service with the UCFD-

1. Medical Officer – Four (4) years service with UCFD, and a minimum of 5 years as a licensed paramedic
2. Captain – Three (3) years service with UCFD.
3. Battalion Chief – Two (2) years service as a Captain with UCFD

Minimum credentials for new hires shall be:

1. 21 years old;
2. High School diploma;
3. Valid driver's license;
4. Certified Missouri EMT-P license;
5. Current provider certification in ACLS, PALS, and BTLs or PHTLS;
6. Missouri State Certified Firefighter I & II

Any revisions to the above credentials and eligibility shall require majority vote of the DAC.

City: _____ Date: _____ Union: _____ Date: _____

12

April 13, 2015

K-8-13

August 3, 2105

E-1-65

ARTICLE 3—COMPENSATION

SECTION 3.01

WAGE, COMPENSATION AND LONGEVITY PROGRESSION

Section 1 – Salary Schedule

Firefighters, Paramedic Firefighters and Paramedic Fire Captains, hereinafter designated, shall receive as compensation for their services in accordance with the Civil Service Rules and Pay Grade Schedule A, included herein. The City will provide the below increase retroactively to August 1, 2014.

MONTHLY PAY STEP SCHEDULE FY2015 (2% COLA Increase)

<i>Pay Range Code</i>	<i>Title of Class</i>	<i>Step B</i>	<i>Step C</i>	<i>Step D</i>	<i>Step E</i>	<i>Step F</i>	<i>Step G</i>
11A	Firefighters	4061	4286	4445	4562	4690	4800
11M	Paramedic Firefighters	4573	4818	4986	5105	5238	5355
16M	Paramedic Fire Captain	5569	5878	6085	6240	6410	6520

Section 2 – Future Years Salary

For fiscal years 2016 and 2017, employees shall receive an across-the-board increase, if any that is equivalent to the average percentage increase received by all City employees in the classified service who are not covered by this Agreement. Each employee shall be paid according to the applicable grid based upon their years of service. Should both the City and Union agree to continue under the current terms of this agreement beyond March 2018 or if neither party has requested to reopen this Contract it is agreed that the City and the Union, upon request of either party shall meet prior to March 1 of each year beginning FY 2018 to exclusively discuss the next years fiscal budget for the purposes of collectively bargaining the salaries contained herein, denoted in Section 3.01 sub-section 1. Such requests shall be submitted no later than 90 days prior to March 1st.

Section 3 – FLSA

According to FLSA Guidelines, all non-exempt members of the fire department will receive overtime at the rate of time and one-half for any hours worked or earned time used over 2,756 per year, leaving 156 hours to be paid at time and one-half.

During each 28-day cycle, one crew will work ten 24-hour shifts for a total of 240 hours (or 120 hours every 14 days) and the other two crews will work nine 24 hour shifts for a total of 216 hours (or 108 hours every 14 days). Any non-exempt member will be paid at one and one-half times their normal hourly rate for any hours worked or earned time used over 212 hours in a 28-day cycle. If a member is working a ten-day cycle and is on-duty for all ten shifts, he/she will have worked the entire 240 hours, thus giving him/her 28 hours of additional pay at one-half times his/her normal hourly rate per FLSA guidelines.

During each 28-day cycle, two crews will be working nine 24-hour shifts for a total of 216 hours, which per FLSA guidelines, equates to four hours of additional pay at one-half times his/her normal hourly rate for
City: _____ Date: _____ Union: _____ Date: _____ 13

that cycle. The members working this cycle will be eligible for this four-hour of additional pay. Each member regularly scheduled for 240 hours during a 28 day cycle will be paid 24 hours of regular pay during 240 hour cycles defined as "O" Days, "O" days will be scheduled each previous calendar year in October in conjunction with annual vacation picks, selections for O-days will be determined by seniority in accordance with SOP VAC-I, pre-scheduled "O" days will not adversely effect an employees ability to schedule time off in accordance with SOP VAC-I (2/25/2015).

It is agreed that FLSA overtime will not be paid if the employee is not physically present at the workplace, including when absent for injury, sick leave, comp time, trade time, "O" days, union/fire department business, FMLA leave, jury duty, education leave, funeral leave, or academy leave. or vacation. In addition, light duty hours worked due to an off duty injury will not qualify for FLSA overtime. Administrative leave pending investigation will not apply toward hours worked for the overtime rate of pay at one and one-half of that employee's regular hourly rate. It is further agreed that any paid leave will not affect fire department employees' emergency and/or unscheduled rate of pay at one and one-half of that employee's regular hourly rate.

It is further agreed that all FLSA or emergency/unscheduled overtime, at the employee's request may be compensated in the form of comp time, such request must be submitted in writing to the fire chiefs office and shall remain in effect until a written request is submitted to alter the previous request.

Section 4—Longevity

From and after June 28, 2006, initially payable July 14, 2006, Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall receive compensation for seven (7) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eighth (8th) year through the tenth (10th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$77
11M	Paramedic Firefighters	\$77
16M	Paramedic Fire Captains	\$86

From and after June 28, 2006, initially payable July 14, 2006, Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall receive compensation for ten (10) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eleventh (11th) year through the twentieth (20th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$133
11M	Paramedic Firefighters	\$133
16M	Paramedic Fire Captains	\$133

The following is only for Firefighters, Paramedic Fire Fighters, and Paramedic Fire Captains who will be receiving 20 years longevity pay on August 1st, 2013. They shall continue their pay status but no new awards shall be made after that date. From and after August 1st, 2013, initially payable August 1st, 2013, Firefighters, Paramedic Fire Fighters, and Paramedic Fire Captains shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the twenty-first (21st) year.

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$168
11M	Paramedic Firefighters	\$168
16M	Paramedic Fire Captains	\$168

City: _____ Date: _____ Union: _____ Date: _____ 14

For the purpose of calculating consecutive service in this section, time served in the classifications of Firefighter, Paramedic Firefighter, and Paramedic Fire Captain is combined for the same person.

Section 5—Pay Cycles

From and after July 1, 1985, the hourly rate for full-time Firefighters, Paramedic Firefighters, and Paramedic Fire Captains who according to Section 2, have a work cycle of 28 days, shall have their hourly rate computed multiplying the monthly rate plus incentive pay by 12, dividing that product by 2,912.

SECTION 3.02
Holiday Pay

From and after July 1, 2013, each regular full-time Firefighter, Paramedic Firefighter, and Paramedic Fire Captain employed at least twelve (12) months with the U.C.F.D. shall receive twenty-four (24) hours of annual Holiday Time Off for the following recognized holidays; this time will be awarded to all employees during the first pay cycle in January for the previous year's holidays, this time off will be used in accordance with the proposed vacation policy and "holiday time off" may not be carried over from year to year, nor will it be reimbursed upon termination of employment with the city.

- | | |
|--------------------|--------------------------|
| 1. New Year's Day | 6. Veteran's Day |
| 2. President's Day | 7. Thanksgiving Day |
| 3. MLK Day | 8. Christmas Day (12/25) |
| 4. Memorial Day | 9. July Fourth |
| 5. Labor Day | |

SECTION 3.03
SPECIAL TIME-OFF PROVISION

When a Paramedic Firefighter acts as a Paramedic Fire Captain, or if a Paramedic Fire Captain acts as Battalion Chief, for twelve (12) or more hours on a scheduled shift day as listed on the daily roster, that employee will receive four (4) hours of time off to be redeemed at a later date. This time off will be designated separately from compensatory time accumulated in lieu of overtime, and may only be used when staffing is adequate and at the Fire Chief's discretion. This provision shall take place effective September 2005.

SECTION 3.04
HEALTH, DENTAL, VISION, LIFE AND DISABILITY INSURANCE

Section 1—Health, Dental, and Vision Insurance

The City shall provide health insurance to its employees. The City intends to pay a minimum of 75% for individual employee coverage and 65% for family coverage; however, the Union recognizes this is contingent upon factors that may be out of its control. The Union agrees that the employee will be responsible for the remaining percentage of the cost of said premiums. The Union recognizes that the City is a member of the Municipal Consortium self-insurance pool, which provides for a broker to negotiate competitive pricing and coverage's for its members.

City: _____ Date: _____ Union: _____ Date: _____ 15

The City shall provide the opportunity for employees to participate in dental and vision insurance at its group rate; however, employees are responsible for 100% of the premiums.

Section 2—Life Insurance

The City's intends to maintain group life insurance coverage at one hundred thousand dollars (\$100,000). Employees may elect, through payroll deduction, to purchase an additional amount of life insurance coverage. The Union recognizes, however that Group Life insurance is provided for and paid by pension plans and not from the City's general operational revenue and that all plans must be approved by the Pension Board.

Section 3—Long Term Disability Insurance

The City shall provide Long Term Disability Insurance to employees with the intention of providing a monthly benefit of 66.67% of the first \$9,000 of monthly pre-disability earnings, reduced by deductible income (i.e., work earnings, workers' compensation, state disability, etc.), with a maximum benefit of \$6,000/month and a minimum benefit of \$100/month or 15% of the maximum monthly benefit, whichever is greater.

The intended terms of this coverage shall be as follows:

- Benefits are payable after a waiting period of 90 days;
- The maximum benefit period is based on the employee's age (i.e., age 62 benefits will be 3 years, 6 months; age 65 benefits will be 2 years).
- Benefits shall include an Own Occupation provision that covers employees for a minimum of 24 months before reverting to Any Occupation

The Union recognizes these terms are contingent upon factors that may be out of the City's control. The Union recognizes that Long Term Disability Insurance is provided for and paid by pension plans and not from the City's general operational revenue and that all plans must be approved by the Pension Board.

SECTION 3.05
PENSION AND RETIREMENT

The city shall responsibly maintain, fund and manage a uniformed pension plan through the recommendations of a board composed of but not limited to employees, University City residents and pension and investments professional consults. The City agrees to a minimum of one Union representative on that board at all times to be chosen by members of UCFD.

The city shall make available to its members the option of participating in a 457 plan with pre-tax deductions made by the city to be transferred to the appropriate accounts in accordance with state and federal law.

The City agrees to provide an annual statement that provides information regarding individual pension status. The city shall also make available regularly scheduled pension education seminars for the purposes of responsible retirement planning and to ensure a full and comprehensive understanding of the University City Uniformed Pension Plan.

City: _____ Date: _____ Union: _____ Date: _____ 16

April 13, 2015

K-8-17

August 3, 2105

E-1-69

SECTION 3.06
INJURED OR DISABLED WHILE ON OR OFF DUTY

Any employee with the City who is injured and disabled while on duty shall be paid by the City his regular wage until such time that he is determined to be fit to return to full duty by the employee's personal physician and a physician of the City's choice or for eighteen months, whichever is sooner. It will be the responsibility of the employee to notify the City the employee is fit for duty. The City may require the employee to be examined by a physician of the City's choice to verify the employee's fitness for duty, whether employee is injured while on or off duty. All other benefits, such as sick leave, vacation leave, longevity pay, scheduled salary increases, and clothing allowance, shall continue to accrue during this leave. Health and life insurance premiums outlined in this Agreement will continue to be paid by the City. Should the City endeavor to require the employee to perform "light duty" functions, said light duty shall only be scheduled during that employee's normally fire department scheduled duty days.

Any employee who is injured or infirmed and disabled while off duty shall be permitted to use all his accrued earned leave while he recuperates. The employer shall hold the employee's position with the department for a minimum of 6 months from the date the employee files for long term disability. Should the employee be unable to return to full duty at that time, the employer has the right to fill the vacated position and the employee shall be placed at the top of any future hiring lists provided that he remains qualified for the position and is determined to be fit for duty by the employees treating physician. Upon reinstatement the employee shall return to the department with equal or comparable seniority as it pertains to the departmental seniority

City: _____ Date: _____ Union: _____ Date: _____ 17

April 13, 2015

K-8-18

August 3, 2105

E-1-70

ARTICLE 4—EARNED TIME OFF

SECTION 4.01 DAYLIGHT SAVING AGREEMENT

Local Union 2665 and the City of University City agree that "Spring forward" and "Fall back" days even out over time; therefore, it is agreed that both parties would benefit from a break-even status. No salary benefit will be paid or reduced from employees.

SECTION 4.02 SICK LEAVE

Effective July 1, 1993, sick leave with pay shall be granted to all regular full-time Firefighters, Paramedic Firefighters, and Paramedic Fire Captains at the rate of twelve (12) hours for each full calendar month of service. Sick leave will be granted in the case of actual sickness or disability of the Firefighter or Paramedic Firefighter. Unused sick leave may be accumulated to total not more than forty-two (42) working days or 1008 hours. The City agrees to increase the permitted accumulated total if an increase is provided to other City employees.

It is further agreed that sick leave will be used in accordance with SOP AB-3 Sick Leave Use (2/25/15)

From and after August 1, 2014, all full-time Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall have their annual hours of sick time accrual computed by dividing annual hours by 26 pay cycles a calendar year and dispersed evenly on each check as outlined below;

Amount of Earned Leave per Check evened out over 26 payperiods	
Annual Sick Accrual	Each Pay Check
Member Sick Leave (6 days - 144 hours)	5.5385 hours

SECTION 4.03 MILITARY, COURT, JURY DUTY & FUNERAL LEAVE

Section 1 – Military Leave

Any member that is activated for Military orders (temporary or long term activations) will be guaranteed re-employment with the Department and the Department will abide by federal law and all other applicable regulations as it relates to employment rights.

Any Union member that is currently under contract with the United States Military Reserve or National Guard, and required to attend monthly "drill weekends," shall be granted leave for that purpose not to exceed fifteen (15) days per year. Fifteen (15) days per year for an employee shall be fifteen 8 hour days totaling 120 hours. The member must provide documentation of participation in scheduled drills to receive this compensation.

Any member activated for military service for a period that exceed ten (10) calendar days and whose pay and allotment from the military is less than that of their pay earned from the City, shall be compensated for the difference. Any member wishing to use this benefit must provide a copy of the pay and allotment statement from D.F.A.S. (Defense Finance and Accounting Service), which must be accompanied by a copy of the orders.

City: _____ Date: _____ Union: _____ Date: _____ 18

Section 2 – Jury Duty and Court Appearances

If an employee is called for jury duty on a day the employee is scheduled to work the employee must contact his or her Battalion Chief or Acting Battalion Chief promptly after receiving notification to appear, and present the jury summons. The employee should also notify his or her Battalion Chief or Acting Battalion Chief of selection to serve on a jury as soon as possible. In addition, proof of service must be submitted to the Battalion Chief or Acting Battalion Chief when the period of jury duty is completed. If an employee is released from jury duty at or before noon, the employee is expected to report to work for the remainder of the day.

Employees shall receive the difference between the employee's regular pay (without consideration for overtime) and jury service pay, for the days the employee was scheduled to work but instead served on jury duty. To receive these wages, an employee must submit to payroll as part of the employee's time report a copy of the check they received for jury service for days for which they are paid by the City. All City benefits and accruals shall remain in effect throughout an employee's required jury service.

If employees require any other time off to appear in Court for personal matters, such as for personal lawsuits, traffic violations, arrests and non-work-related accidents, they shall not be paid for that time away from work. Employees must use available Vacation for those situations, with appropriate authorization for their Battalion Chief or Acting Battalion Chief.

Section 3 – Funeral Leave

In the event of a death in the immediate family of an employee, the employee will be granted up to two (2) work days (maximum of 48 hours) and up to four (4) work days (maximum 96 hours) if it is the death of a spouse or child off with pay as funeral leave. The family members constituting "immediate family" in this paragraph are:

1. Spouse or domestic partner;
2. Child(ren) or stepchild(ren);
3. Sibling or step-sibling of an employee or the employee's spouse or domestic partner;
4. Parent or step-parent of an employee or Parent or step-parent of the employee's spouse or domestic partner;
5. Grandparent of employee or the employee's spouse or domestic partner; and
6. Grandchild(ren) of an employee or the employee's spouse or domestic partner.

Should the death of an immediate family member require the employee to travel beyond 300 miles, the department director is authorized to grant the employee an additional day of funeral leave. Upon request, the employee should provide the City with proof of need by presenting a death notice or other evidence deemed sufficient by the City.

In the event of the death of non-immediate family members of the employee or the employee's spouse or domestic partner, the employee may use accumulated earned leave time or the employee may request unpaid leave in such incidences.

City: _____ Date: _____ Union: _____ Date: _____ 19

**SECTION 4.04
VACATION**

UCFD shift employees employed shall be entitled to vacation as per the following schedule:

<u>Length of Service</u>	<u>Vacation Days Earned</u>
0 to 5 years	7 days (168 hours)
6 to 10 years	7.5 days (180 hours)
11-20 years	9 days (216 hours)
20+ years	12 days (288 hours)

Shift employees shall select vacation time and those selections shall be during the months of October, November and December of the current year in accordance with SOP VAC-1 as it is written at the time of this agreement. Vacation, Comp-Time and Holiday-Time may be scheduled in advance or utilized in lieu of vacation hours in accordance with SOP-VAC-1 (2/25/2015).

From and after August 1, 2014, all full-time Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall have their annual hours of vacation accrual computed by dividing annual hours by 26 pay cycles a calendar year and dispersed evenly on each check as outlined below:

Amount of Earned Leave per Check evened out over 26 payperiods		
Annual Vacation Accrual	Each Pay Check	
1-5 years (7 days - 168 hours)	6.4615384/pay period	
6-10 years (7.5 days - 180 hours)	9.9230769/pay period	
11-20 years (9 days - 216 hours)	8.3076923/pay period	
20+ years (12 days - 288 hours)	11.076923/pay period	

**SECTION 4.05
MATERNITY, DISABILITY LEAVE, OFF DUTY EXTENDED INJURY OR ILLNESS,
& FMLA**

Subsection 1 – Leave with Pay

Sick leave shall be accumulated at twelve (12) hours per month, totaling one hundred and forty-four (144) hours per year. Accrued sick time may be used due to actual sickness or disability of the employee or sickness of an immediate family member, which necessitates the employee's absence from employment. Immediate family member shall include the employee's spouse, domestic partner and/or dependents residing within the employee's household. Unused sick leave may be accumulated to total not more than forty-two (42) working days or 1008 hours.

A duty-related illness or injury shall not be charged against the employee's accumulated sick leave balance.

The employee's Battalion Chief or Acting Battalion chief may direct an employee who appears ill to leave work to protect the health of others; provided however that this employee may return to work if his or her doctor certifies that he is not ill. If the employee has worked at least one-half (12 hours) of his scheduled shift, the employee will not be charged for sick leave for the remaining shift hours (up to 12 hours) if the employee is sent home. If the Battalion Chief sends an employee home, a physician's note will only be required to return to full duty if more than 24 hours of sick leave is used from the time the employee was sent home.

City: _____ Date: _____ Union: _____ Date: _____ 20

Subsection 2 – Maternity Leave

After a female employee has learned of her pregnancy she must meet with her physician to determine the best course of action for fetal protection. Notification of pregnancy will be done at the discretion of the employee, however such notification must be submitted in writing. FML shall be granted, in accordance with State and Federal provisions. Upon request by the employee for FML, the employee must complete and present leave of absence and FMLA paperwork within thirty (30) days of taking leave. Employee must have been employed with the City for at least twelve (12) months and worked at least 1,250 hours during the twelve-month period preceding the FMLA leave request. FML will run concurrently with sick leave, vacation, personal or other paid leave accumulated by the employee. The City will continue paying the same portion of the health insurance premiums while employee is on paid leave and FMLA.

Any female member who upon advice from her physician may not safely perform all of the normal duties of her job during pregnancy will be temporarily assigned to non-hazardous duties for the protection of the unborn fetus. The member shall remain assigned to a non-hazardous duty or another similar assignment for the duration of the pregnancy or until a physician's statement is provided indicating non-hazardous duty is no longer required.

Subsection 3 – FMLA Leave

FML shall be granted, in accordance with State and Federal provisions. Upon request by the employee for FML, the employee must complete and present leave of absence and FMLA paperwork within thirty (30) days of taking leave. FML may be taken for non-duty related illness or injury, the birth or adoption of a child, the need to care for a family member with a serious health condition, a qualifying military exigency or to care for a family member injured while on active duty.

Employee must have been employed with the City for at least twelve (12) months and worked at least 1,250 hours during the twelve-month period preceding the FMLA leave request. FML will run concurrently with sick leave, vacation, personal or other paid leave accumulated by employee. Should an unplanned FML leave have an adverse effect on a vacation previously scheduled by employee, the City will not withhold permission arbitrarily to take said vacation without pay. The City may request verification of the adverse effect, however. The City will continue paying the same portion of the health insurance premiums while employee is on paid leave and FMLA.

The City's FMLA Policy, as found in the Administrative Regulations and the Employee Handbook and as modified from time to time, governs the terms and conditions of all City employees' FMLA leave.

SECTION 4.06
EMERGENCY LEAVE

In the event a physician or hospitalization is required for a member of the employee's immediate family (to be limited to Grandparents, Parents, Children, Spouse, and Domestic Partner) or other emergency at home, when approved by the on-duty officer in charge, emergency leave with pay may be taken. Under emergency circumstances, the Firefighter, Paramedic Firefighter or Paramedic Fire Captain may be allowed to leave his/her station without waiting for a relief person. Such paid leave shall be charged back against sick leave. If the employee does not have the needed accrued sick leave then, at the sole discretion of the employee, accrued comp time, or annual leave will be charged as appropriate. Should the employee elect not to utilize earned leave as previously defined the emergency leave will be charged as unpaid leave.

City: _____ Date: _____ Union: _____ Date: _____ 21

ARTICLE 5—CONDITIONS OF THE AGREEMENT

SECTION 5.01

SAVINGS PROVISION

If any provision of this Agreement or the application of such provision should be rendered or declared invalid by any court action or by reason of any existing subsequently enacted legislation, or the Charter of the City, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event that the General Assembly of the State of Missouri adopts and passes any law pertaining to a change in the University City's Fire Department workweek, then the provisions herein pertaining thereto shall be renegotiated by both parties.

SECTION 5.02

BINDING ON SUCCESSORS

This Collective Bargaining Agreement shall be binding upon successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either part hereto, or by any change geographically or otherwise in the location or place of business of either party.

SECTION 5.03

PERIOD AND APPROVAL OF THE AGREEMENT

This Collective Bargaining Agreement is entered into on the _____ day of _____, 2015, the parties hereto and this Agreement shall be effective as of the _____ day of _____, 2015, and shall remain in full force and effect until the 30th day of March 2018.

It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing at least one hundred and eighty (180) days prior to the annual anniversary date that it desires to modify the Agreement. In the event that such notices are given, negotiations shall begin within thirty (30) days.

Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Said negotiations shall take place on a bi-weekly basis unless otherwise mutually agreed upon. The parties shall endeavor to conclude negotiations before the end date of the term of the Agreement. Negotiations shall be considered concluded either by reaching agreement on a new contract or, with both parties making a last, best and final proposal. Should the party's last, best and final proposals not result in an agreement, impasse shall be declared.

With the approval of both parties, negotiations may proceed beyond the end date of the term of the Agreement with the existing Agreement automatically renewing itself each month until the parties either reach agreement on a new contract or declare impasse.

Should a new agreement not be reached in a timeframe that allows economic items to be factored into the City's annual budget process, the City shall, at a minimum, afford the Union the opportunity to accept any economic enhancements extended to other City employees while negotiations on all other issues continue. The offering or acceptance of said enhancements, as an individual action unaccompanied by other actions, shall not be construed by either party as either a termination of bargaining, or bargaining in bad faith. However, further negotiations on economic enhancements/salary will cease upon the Union's acceptance of economic enhancement extended to other City employees.

City: _____ Date: _____ Union: _____ Date: _____ 22

Should impasse be declared, the parties may choose one of the following options:

1. Fold all tentatively agreed to items into the current Agreement, declare that to be the successor Agreement, and conclude negotiations until the following anniversary date;
2. Declare that the current Agreement shall remain in effect until the following anniversary date, at which time negotiations may recommence should either party give notice to that effect;
3. Agree to a mutually determined period of time during which both parties will honor the terms of the current Agreement, and reflect on the negotiations thus far with particular focus on the other party's last, best, and final proposal with the expressed intent to reconvene at a mutually agreeable time in an effort to reach an accord.

Should the parties not elect one of the aforementioned three options, or determine a mutually agreeable alternative, this Agreement may be declared to be no longer binding by either party.

Date: _____, 2015

By: _____

Lehman Walker, City Manager – City of University City, MO 63130

Date: _____, 2015

By: _____

Jen Stuhlman, Shop Steward - University City Fire Dept. IAFF Local 2665

Date: _____, 2015

By: _____

Adam Long, Fire Chief – City of University City, MO 63130

Date: _____, 2015

By: _____

Kurt Becker, District Vice-President – IAFF Local 2665

Date: _____, 2015

By: _____

Cindy Ormsby, City Attorney – City of University City, MO 63130

Date: _____, 2015

By: _____

Jeff Proctor, Business Manager – IAFF Local 2665

City: _____ Date: _____ Union: _____ Date: _____

23

April 13, 2015

K-8-24

August 3, 2105

E-1-76

EXHIBIT A
EXAMPLES OF SIGNIFICANCE & PREVAILING RIGHTS

Past practice with respect to employee privileges are mutually acknowledged and set out below. Such privileges are permitted so long as the City operates on a 24-hour or greater shift basis. Any change in such schedule may result in a change of such privileges by the City.

1. Employees may use telephones for personal calls.
2. The City shall furnish stoves, refrigerators, barbecue equipment, microwave ovens, tables, chairs, pots, pans, forks, knives, spoons, cups, can-openers, toasters, coffee pots, dishtowels, clocks, ashtrays and air-conditioning equipment in the Fire Houses of University City.
3. The City shall provide furnishings for all living and sleeping areas.
4. Employees may be permitted to use Fire Department vehicles as designated by the employee's supervisor to do daily shopping within University City.
5. The employees may have the right to do minor repairs and wash and wax their personal vehicles during non-work time or with the permission of their superior.
6. Employees may sit at random places around the firehouse after normal working hours provided that they are in proximity to respond rapidly in the event of an emergency.
7. Employees may exchange work according to the rules of the Department and with the consent of their supervisors and the Fire Chief.
8. The employees may use the restrooms and the City shall furnish all restroom supplies.
9. The City will provide suitable non-designated parking spaces for employees
10. The City will supply heating and cooling equipment for each Engine House.
11. The City may supply reasonable amounts of office supplies to employees to be used exclusively for official business.
12. Employees may work on individual interests, including study or exercise in non-work area and during non-work times.
13. Employees may sleep according to Fire Department rules.
14. Employees may use recreational facilities and televisions in non-public areas during non-work time, such as during meals.
15. Employees may eat meals and prepare them when it does not interfere with Fire Department emergencies.
16. The City will provide training TV/DVD equipment for each engine house. The City shall provide training TV/DVD equipment at each engine house.
17. City shall furnish all flashlights, batteries and bulbs. All the above items shall be replaced as needed to except in cases of negligence or deliberate destruction.
18. Employer shall not cause a loss of regular pay due to a transfer required by the Employer for any reason including promotion

City: _____ Date: _____ Union: _____ Date: _____ 24

April 13, 2015

K-8-25

August 3, 2105

E-1-77

EXHIBIT B
Standard Operating Procedures (SOP's)

1. SOP A-1 Apparatus Staffing (02/25/2015)
2. SOP AB-3 Sick Leave Use (02/25/2015)
3. SOP AB-5 Trade Time (02/25/2015)
4. SOP AM-1 Firefighter/Paramedic Ambulance Rotation Assignment (02/25/2015)
5. SOP OT-1 Overtime (02/25/2015)
6. SOP PER-5 Float Position (02/25/2015)
7. SOP S-1 Personal Protective Equipment (02/25/2015)
8. SOP S-3 Extreme Weather (02/25/2015)
9. SOP U-1 Uniforms (02/25/2015)
10. SOP VAC-1 Annual Leave / Vacation Use and Scheduling (02/25/2015)

|

City: _____ Date: _____ Union: _____ Date: _____ 25

April 13, 2015

K-8-26

August 3, 2105

E-1-78



SOP A-1
Fire Department
863 Westgate Ave., University City, Missouri 63130. Phone: (314) 862-6767
Fax: (314) 863-5615



Standard Operating Procedure

A-1
February 25, 2015

Apparatus Staffing

PURPOSE:

To provide direction regarding apparatus staffing/personnel assignments on a daily basis in order to provide the best staffing scenario to be utilized with the current department staffing levels.

SCOPE:

All fire department personnel.

OBJECTIVE:

An important goal of the University City Fire Department is to provide the safest possible apparatus staffing scenario with the current department staffing levels to provide the greatest good for the city.

REFERENCE:

University City Fire Department Operational Bulletin AM-1 (FIREFIGHTER PARAMEDIC AMBULANCE ASSIGNMENT)

University City Fire Department Operational Bulletin HP-3 (PERSONNEL/VEHICLE ASSIGNMENTS)

PROCEDURES:

1) Implementation

- A) The Officer in Charge is responsible for the compliance of this SOP. These assignments are determined by the daily staffing level and the apparatus in service;
- B) If staffing falls below eleven (11) and is unable to be filled, the Fire Chief and Asst. Fire Chief shall be notified;

SOP A-1

- C) When crew staffing is at 15, and one fire unit is out of service, a third ambulance (2697) will be placed into service as a third emergency response ambulance;
 - 1) dispatch will be notified by the Officer in Charge that 2697 is in service
 - 2) this unit will be staffed with the next two lowest seniority Paramedic Firefighters
- D) Once all three crews have been raised to permanent full staffing level of 15 (expected July 2015); the minimum staffing will then become twelve (12);

II) Fire Scene Response

- A) The first arriving EMS unit will first provide medical attention to any individual on the scene requiring immediate treatment;
- B) If no injuries/illnesses are in need of attention, the first arriving ambulance will then be assigned to pumper or ladder truck crew to assist in the performance of primary search and rescue, fire suppression, or as directed by the Incident Commander (IC);
- C) The second arriving ambulance will establish a rehabilitation area (REHAB) and monitor on-scene personnel during the course of the event, or as directed by the IC;

III) Firefighter Paramedic Ambulance Assignment

- A) As of June 12, 2014, The University City Fire Department has a normal staffing of 31 Paramedic Firefighters, 1 Firefighter, 9 Captains, and 3 Battalion Chiefs: 6 normally assigned as Driver/Engineers and 26 Paramedic Firefighters;
- B) The best effort will be made to assign Paramedic Firefighters evenly by seniority to crews;
- C) Based on the presumption of 24 Firefighter/Paramedic, assignment guideline will be as listed below:
 - 1) new Firefighter/Paramedics will start at the bottom of the seniority list with the lowest number
 - 2) the most senior will have the highest number

D) Example:

- 1. *NEWEST PARAMEDIC*
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8. *MOST SENIOR PARAMEDIC*

SOP A-1

IV) Apparatus Staffing Assignments

15 Personnel on Duty

Engine House 1

2615	1 Captain/Acting Captain, 3 Privates	4
2614	1 Captain/Acting Captain, 2 Privates	3
2617	2 Paramedic/Firefighters	2
2603	1 Battalion Chief/Acting Battalion Chief	1

Engine House 2

2624	1 Captain/Acting Captain, 2 Privates	3
2627	2 Paramedic/Firefighters	<u>2</u>
		15

14 Personnel on Duty

Engine House 1

2615	1 Captain/Acting Captain, 2 Privates	3
2614	1 Captain/Acting Captain, 2 Privates	3
2617	2 Paramedic/Firefighters	2
2603	1 Battalion Chief/Acting Battalion Chief	1

Engine House 2

2624	1 Captain/Acting Captain, 2 Privates	3
2627	2 Paramedic/Firefighters	<u>2</u>
		14

13 Personnel on Duty

Engine House 1

2615	1 Captain/Acting Captain, 3 Privates	4
2617	2 Paramedic/Firefighters	2
2603	1 Battalion Chief/Acting Battalion Chief	1

Engine House 2

2624	1 Captain/Acting Captain, 3 Privates	4
2627	2 Paramedic/Firefighters	<u>2</u>
		13

SOP A-1

12 Personnel on Duty

Engine House 1

2615	1 Captain/Acting Captain, 3 Privates	4
2617	2 Firefighter/Paramedics	2
2603	1 Battalion Chief/Acting Battalion Chief	1

Engine House 2

2624	1 Captain/Acting Captain, 2 Privates	3
2627	2 Paramedic/Firefighters	<u>2</u>
		12

11 Personnel on Duty

Engine House 1


2615	1 Captain/Acting Captain, 2 Privates	3
2617	2 Paramedic/Firefighters	2
2603	1 Battalion Chief/Acting Battalion Chief	1


Engine House 2

2624	1 Captain/Acting Captain, 2 Privates	3
2627	2 Paramedic/Firefighters	<u>2</u>
		11

Approved By:

Prepared By:


Adam Long, Fire Chief
February 25, 2015


David J. Crismon, Asst. Fire Chief
February 25, 2015

UNIVERSITY CITY COUNCIL
STUDY SESSION
5th Floor of City Hall
6801 Delmar Blvd
July 13, 2015
5:30 p.m.

The City Council Study Session was held in the Council Chamber, 5th floor of City Hall, on Monday, July 13, 2015. Mayor Shelley Welsch called the meeting to order at 5:31 p.m. In addition to the Mayor the following members of the Council were present:

Councilmember Paulette Carr
Councilmember Arthur Sharpe, Jr.
Councilmember Rod Jennings
Councilmember Michael Glickert
Councilmember Terry Crow
Councilmember Stephen Kraft Arrived 5:45

Also in attendance were the Acting City Manager Police Chief Charles Adams and Finance Director Tina Charumilind.

Mayor Welsch called the meeting to order at 5:31 p.m. She asked if there were any changes to the upcoming meeting's agenda.

Councilmember Crow asked to add a third reappointment to the Library Board, Rosalind Turner.

Mayor Welsch turned the meeting over to Councilmember Glickert, Sharpe and Jennings.

Councilmember Glickert stated that on June 8th, a majority of Council accepted the motion to amend a resolution that committed \$7 million dollars in the Fund Reserve for a new police station. This amendment removed the \$7 from the community reserves to allow Council to receive additional information and to have a study session to discuss the police facility. The request for additional information was for clarification of auditing terminology provided by the Director of Finance.

Councilmember Sharpe noted that the \$7 million dollars has already been committed and are recommitting the funds to the various areas listed.

Councilmember Jennings stated that setting money aside is like protecting money so it will be available when needed to build a needed new police station.

Councilmember Sharpe noted that even though he is asking that money be set aside, Council will have meetings for public input on a new police or renovated station.

Councilmember Crow stated he did not recall Council committing \$7 million dollars for a police station.

Mayor Welsch stated that under the City's accrual method of accounting, once a cost is knowable and measureable, that money can be assigned. Mr. Walker assigned the funds in

previous years after he received an estimate for the renovation or construction of a new building.

Finance Director Tina Charumilind noted that in the Capital Improvement Plans starting in FY 2014, the \$1.4 million dollars had been allocated for five years for a total of \$7 million dollars. Ms. Charumilind noted this was accepted when Council adopted the budget that includes Capital Improvement Plan.

Councilmember Crow stated that the City has streets that need work but the majority of Council wants to set aside money to build a new police station. He noted that Council is being asked to set aside money for something they don't know when, where or how much it will cost.

Mayor Welsch noted that a more recent estimate for a new police station was between \$15 and \$25 million dollars. She noted it was appropriate to set aside the funds knowing that it will cost at least \$7 million dollars.

Councilmember Crow stated that there will be a wave of concern of whether the City needs a new police station or making what the existing station work. He noted that allocating \$7 million dollars for a new police station instead of putting money into the City's streets did not fit with the reality of what was proposed in the spring.

Councilmember Sharpe stated that the Council's tour of the police station showed the deplorable condition is of the present station. He noted that at this point a new police station is a priority.

Councilmember Jennings stated that there are two separate issues, the streets and a need for a new police station. He compared setting aside money for a police station is like setting aside money ahead of time for your child's education, even though you do not know where your child will go to school, how much it will cost or when the funds will be needed.

Councilmember Carr spoke on assigned balances, referencing auditor's CAFR report. "Assigned Fund balances include contractual obligations encumbrances and amounts accounted for in non-major special revenue" and noted \$7 million dollars for a new police station would be considered major. Councilmember Carr agreed that the police station condition is unacceptable and something needed to be done. She was okay with the five year plan but was uncomfortable with a large portion of the reserves being tied up. Councilmember Carr stated that if there is a bond issue for this, she would work for it and she guaranteed that it would go over better than the last bond campaign. She said this resolution is a commitment to tie up funds so no other options would be available.

Mayor Welsch stated that committing funds for a new police station is not a pay back as some members of Council have alleged. The City Council has many areas to consider: police department, fire department, pension plans, and streets. She noted that it is Council's responsibility to make sure the emergency personnel are properly housed. To put money aside is responsible budgeting.

Ms. Charumilind explained that a Committed Fund balance needs to be done before fiscal year end. She proposed that \$7 million dollars be set aside as it is probable and measureable.

Councilmember Carr asked why Ms. Charumilind did not set aside money for streets. Ms. Charumilind said the conditions of the City streets would require more money than what could be found in reserves.

Councilmember Kraft agreed that citizens need to be informed on any proposed tax increase. He stated that something needs to be done with the police station, as it is bad. Councilmember Kraft said he did not see any rush in setting aside money at this time. He noted the City's pension plan for its employees are in need of additional funding and that issue needs to be studied.

Mayor Welsch stated that no money is being assigned or spent; money is just being set aside.

Councilmember Sharpe stated that streets and police station are separate entities. Council had toured the police station prior to discussion on how to best fix streets. He noted the City's police need to be working in a suitable surrounding and needs to be done as soon as possible.

Councilmember Crow questioned why his packet included everything about the pension plan but was not mentioned in the resolution.

Councilmember Glickert noted that there also was an attachment from the Public Works department on funds that have been spent on streets. He noted the pension plan information was attached to note the importance of the pension fund funding. Streets were also included but are also not part of the resolution.

Councilmember Crow noted he supported every bond issue except one but it could be two if they get off on the wrong foot. Councilmember Crow said money was put in the pension plan last year because the Pension Board asked Council to increase its funding. He asked how many communities of similar size to University City are funded at the City's level, above or below. Councilmember Crow questioned Ms. Charumilind stating that the City can set aside the money because it is big and the number is known but you can't set aside money for streets because the number is too big. He asked where the just right number is. Councilmember Crow asked Ms. Charumilind for the City's present reserve total. Ms. Charumilind stated that at the end of Fiscal Year 2014, the City had \$16 million in reserves. She noted that a couple million dollars of this reserve was used for pension funding and the uncommitted funds of \$461,000 and the \$39,000 would also need to come out of the \$16 million dollar Fund Balance. Fiscal Year 2015 Revenues have been lower than projected and additional expenditures as approved by Council will also have an effect on the \$16 million dollar Fund Balance. Ms. Charumilind projected the 2015 Fund Balance to be approximately \$12 million dollars. Councilmember Crow pointed out that the resolution being proposed called for committing 80 to 90 percent of the reserves.

Councilmember Carr stated that the \$461,000, the \$250,000 and the \$39,000 have been committed and do not need to be recommitted. Ms. Charumilind stated that in consulting with the auditor, the \$250,000 and the \$90,000 had been committed through resolutions. The \$461,000 was uncommitted as the resolution then stated to set aside the money not commit the money. Councilmember Carr stated that the \$90,000 was assigned in a previous budget but not committed and would like to know when it was committed. She noted the only item that is being committed with this resolution is the \$7 million dollars for the fire station.

Councilmember Crow questioned the difference between “set aside” and “committed”.

Councilmember Carr questioned the terminology use in Resolution 2015 – 17 stating “That this resolution shall be in full force and effect from the date of its passage, adoption, and approval by the Mayor”, when previous resolutions did not say by approval of the Mayor.

Mayor Welsch noted that City Attorney Ms. Forster wrote the resolution and turned it over to Councilmember Glickert and stated there would be no problem with amending that.

Mr. Glickert stated he would amend that statement during the upcoming Council meeting.

Mayor Welsch asked to be on record as saying comments that have been made that Council has not set aside money for streets are utterly incorrect. A detail of the money spent on streets since 2011 has been supplied in Council’s packet. She stated that the present Council took \$5 million dollars out of the reserves for streets so the constant repetition that Council is not putting aside money to fix streets is absolutely untrue and asked that this be in the minutes.

Councilmember Carr stated that no one has said Council has not put money aside for the streets. She was speaking on the \$20 million proposed bond issue that failed and then Council allocates only \$140,000 for streets in FY16 budget. Ms. Carr noted that in 2011 and 2012 money for streets was removed from the budget and put into reserves, therefore this money should now be used for streets. Councilmember Carr asked that this be in the minutes of the Mayor’s editorial lambasting her for asking for \$800,000 out of reserves for street work.

Mayor Welsch in moving to adjourn the meeting told those in attendance that the amount of money actually spent on streets is detailed in the note from the Public Works Director Rich Wilson;. That note is in the study session packet.

Meeting was adjourned at 5:22 p.m.

Joyce Pumm, City Clerk, MRCC/CMC

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
July 13, 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 Monday, July 13, 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 Michael Glickert
Councilmember Arthur Sharpe, Jr.

Also in attendance was Acting City Manager, Police Chief Charles Adams.

C. APPROVAL OF AGENDA

Councilmember Crow asked that the agenda be amended to include the reappointment of Rosalyn Turner along with Luise Hoffman and Deborah Arbogast to the Library Board. His motion was seconded by Councilmember Kraft.

Point of Order: Councilmember Carr stated that Resolution 2015-17 had been removed from the agenda by motion of Councilmember Glickert at the June 8, 2015 meeting. Councilmember Carr had copies of Council Rules distributed to Council and requested that Resolution 2015-17 be removed from agenda pursuant to Rule 24; *"An Ordinance or Resolution will be placed on the Agenda at the request of two members. Any Resolution that has been finally disposed of at a meeting may not be brought back or renewed at a subsequent meeting for twelve months, and any Resolution that is the same or essentially the same, will be considered out of order during that time period"*.

Councilmember Kraft suggested that Councilmember Carr's Point of Order be made at the appropriate time in the agenda. Councilmember Carr stated that the Point of Order related to her objection to Resolution 2015-17 being on the agenda.

Mayor Welsch noted that the City Attorney did review this and did not agree with Councilmember Carr's interpretation of this resolution.

Voice vote on Councilmember Crow's reappointments to the Library Board carried unanimously.

Mayor Welsch asked if there was a second to Councilmember Carr's motion. Councilmember Crow seconded the motion, and noted that his understanding was that she had asked for a Point of Order, which should be ruled on by the Chair. He then questioned how some members of Council had been made privy to the City Attorney's opinion, and other members had not. Mayor Welsch stated that any member of Council who has a question or would like additional information about an item contained in the packet is encouraged to contact staff.

Councilmember Carr made a request to see a copy of the City Attorney's opinion. She then noted for the record that she had been told that she must go through the City Manager to request information.

Mayor Welsch stated that she would not accept the Point of Order and that Resolution 2015-17 should remain on the agenda.

Councilmembers Carr and Crow requested an appeal from the ruling of the Chair.

Mayor Welsch then asked Ms. Pumm to conduct a poll of Council; a vote of Aye indicates support for the Mayor's recommendation.

Roll Call vote on the Mayor's ruling of Councilmember Carr's Point of Order was:

AYES: Councilmembers Kraft, Glickert, Sharpe, Jennings and Mayor Welsch

NAYS: Councilmembers Carr and Crow

Voice vote to approve the agenda as amended carried by a majority, with a Nay vote by Councilmembers Carr and Crow.

C. PROCLAMATIONS

D. APPROVAL OF MINUTES

1. June 22, 2015, Regular Session minutes were moved by Councilmember Sharpe, seconded by Councilmember Jennings.

Councilmember Carr asked Ms. Pumm when she would be completing the amendments to the June 8, 2015 minutes that she had submitted. Ms. Pumm informed Councilmember Carr that she had already completed the amendments, which are designated in italics. Councilmember Carr stated that she had also requested that specific language be stricken from the minutes. Ms. Pumm stated that she was only aware of Councilmember Carr's amendments requesting that additions be made to the minutes. Councilmember Carr stated that she would like the minutes to be honored as voted on by Council.

Councilmember Carr stated that she had listened to the audio numerous times, noting conversations that had been taken out of the minutes, and portions that needed to be moved to a different location. Ms. Pumm advised Councilmember Carr that she had also listened to the audio and determined that some of her requests were not accurate.

Mayor Welsch suggested that a member of Council make a motion to delay consideration of the minutes until the next meeting so that these issues could be resolved. Councilmember Jennings made a motion to delay consideration of the minutes until the next meeting and was seconded by Councilmember Sharpe.

Councilmember Kraft called for the question.

Point of Order: Councilmember Glickert stated that the motion to delay needed to come from a member of Council. Mayor Welsch stated that Councilmember Jennings made the motion and Councilmember Sharpe had made the second.

Voice vote on the motion to delay consideration of the June 22, 2015 minutes until the next Council meeting carried by a majority, with a Nay vote from Councilmember Carr.

E. APPOINTMENTS

1. Luise Hoffman, Rosalyn Turner and Deborah Arbogast were nominated for reappointment to the Library Commission by Councilmember Crow, seconded by Councilmember Glickert and the motion carried unanimously.

F. SWEARING IN

G. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams stated that she wished to make several corrections to the statements and amendments to Council minutes made by Paulette Carr during the June 22nd Council meeting.

- Ms. Carr said that she has never seen her deposition and that she has not verified it. Paulette Carr's time to review and/or object to her transcript has now passed.

Point of Order: Councilmember Crow stated that on numerous occasions the Mayor has asked that citizens refer to members of Council by their title and Ms. Adams has been allowed to disregard that request for six months. Therefore he would ask that Ms. Adams be instructed to adhere to this rule.

Mayor Welsch stated that while she has encouraged members of the public to address members of Council by their title, Council cannot impose such a rule on members of the public.

Ms. Adams stated that she is expressing her right of free speech and is not required to follow the same protocol as a member of Council. She then resumed making her initial comments.

- Ms. Carr purported to quote Ms. Adam's statements from the official audio of the June 8th meeting and provided the time in which it could be heard on the audio recording. Ms. Adams stated the times provided by Ms. Carr are totally inaccurate. She also noted that Ms. Carr misquoted some of her statements when amending the June 8, 2015 minutes. Ms. Adams requested that any vote to approve future amendments submitted by Ms. Carr be postponed until they have been verified by the City Clerk.
- Ms. Carr read from the Oath of Office and stated, "*My loyalty is to the Charter; to the laws of U City, and not to any one given person*". Yet the State of Missouri imposes duties on all elected officials, therefore Ms. Carr's oath is to uphold the laws of the State of Missouri and those laws mandate her duties.

Neal Gilb, 940 Charter Commons Drive, St. Louis, MO

Mr. Gilb, Government Affairs Manager for Charter Communications, provided a brief overview of the Charter's footprint in the community in light of the recent TOD Broadband Collaborative Study; their fiber feasibility and connectivity along the Olive Boulevard corridor; and the many options that Charter can provide to both commercial and residential customers. Mr. Gilb stated that he would be available after the meeting to answer any questions.

Joe Adams, 924 Wild Cherry, St. Louis, MO

Missouri State Representative Adams invited everyone to come out and learn about everything that is going on In Jefferson City by attending the two town hall meetings he will be hosting the last week of July.

- July 27th at the Community Center located on Pennsylvania from 6:30 p.m. to 8 p.m.
- July 30th in the City of Pagedale, from 6:30 p.m. to 8 p.m.

Leif Johnson, 836 Barkley Square, University City, MO

Mr. Johnson expressed his opposition to reductions in the recreational budgets for Centennial Commons, aquatic programs and the Community Center. He then asked Council to eliminate portions of the recreation management policies that discriminate against those who cannot pay. Mr. Johnson full comments can be viewed at the end of these minutes.

H. PUBLIC HEARINGS

1. Zoning Map amendment. Changing classification of 1052, 1056, 1060, 1064, 1068, 1072 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue from "SR" Single Family Residential District to "PA" Public Activity District.

Mayor Welsch opened the public hearing at 7:08 p.m.

Citizen's Comments

Arthur Carter, 1127 Birch Lane, University City, MO

Mr. Carter stated that since there is already an agenda to construct more buildings, which will necessitate the need for additional concrete at the Northwest Plaza site and increase the flow of water into the flood zone that affects the area at Midland and Olive, he would highly suggest that the City enlarge the water retention capabilities in the 1100 block of Wilson and surrounding areas.

Mr. Carter stated that new sewers had been installed two years ago which slightly improved the flow of storm water, but heavy rains still cause the sewers to back up and run across Wilson, up to Birch Lane. Mr. Carter stated that he is all for improving the appearance of this area, but does not believe that the utilization of this land as a green space is going to solve the problems encountered by residents located within the floodplain.

Carol Mitchell, 7330 Olive, University City, MO

Pastor Carol Mitchell stated that although she would concur with the comments made by Mr. Carter, as the owner of a church and daycare located in the Wilson area it would be fantastic to walk out of their backyard and into a revitalized area along Wilson Avenue.

Hearing no other requests to speak Mayor Welsch closed the public hearing at 7:13 p.m.

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Lewis Park – Phase 1 Improvements – Change Order 1 in the amount of \$30,221.40.

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

2. Edward Byrne Memorial Justice Assistance Grant application.

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

3. Liquor License for Meshuggah, 6269 Delmar Blvd., to include Sunday sales.

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

4. Liquor License for Private Kitchen, 8106 Olive Blvd.

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

5. Website redesign and development to be awarded to CivicPlus for a total cost of \$25,300.

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

Councilmember Glickert asked if Council was being asked to approve \$25,300 for the first year and \$9100 for each year thereafter.

Finance Director, Tina Charumilind stated that Councilmember Glickert was correct, in that the \$9100 annual cost referred to maintenance agreement during the second and third years of the contract which included an update of the city's website every four years...

Councilmember Crow questioned whether this item had already been included in the budget, and if so, under what line item? Ms. Charumilind stated it was included in the IT Department's budget under Technology Services.

Councilmember Jennings questioned whether the \$9100 was for the second or and third years? Ms. Charumilind stated that was correct.

Councilmember Crow asked if Council was only being asked to approve the first year, which is \$25,300? Ms. Charumilind stated that that was correct.

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

6. Network Disaster Recovery for offsite data recovery to be awarded to Alliance Technology for \$66,497.

Councilmember Glickert moved to approve, was seconded by Councilmember Jennings and the motion carried unanimously.

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9265** – An ordinance amending Schedule III, Table III-E of the traffic code, to revise traffic regulation as provided herein. Bill 9265 was read for the second and third time.

Councilmember Glickert moved to approve Bill 9265, and was seconded by Councilmember Sharpe.

Roll Call vote was:

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

NAYS:

BILL 9265 carried unanimously and became Ordinance Number 6993.

2. **BILL 9266** – An ordinance fixing the compensation to be paid to City Officials and employees as enumerated herein from and after its passage, and repealing Ordinance No. 6988. Bill 9266 was read for the second and third time.

Councilmember Glickert moved to approve Bill 9266 and was seconded by Councilmember Sharpe.

Councilmember Carr asked Ms. Charumilind if she knew why paramedic firefighters and paramedic firefighter captains had been excluded from the list of employees. Ms. Charumilind stated that they were included in the ordinance. Councilmember Carr stated that she would like to be provided with a copy of the last ordinance in which the City specifically delineated that paramedics be included among the list of employees, because right now they are not included. Ms. Charumilind stated that they were separated by grade levels, so sections 11(a), 11(m) and 16(m) would represent the grades for firefighters and paramedic firefighters.

(The meeting was recessed at 7:15 p.m. for a medical emergency.)

Mayor Welsch reconvened the meeting at 7:36 p.m.

Councilmember Carr asked why they were not listed in Schedule B. Ms. Charumilind stated that they could be added in the future. Councilmember Carr questioned whether she could make an amendment to include this class of employee in Schedule B?

Mayor Welsch stated that Council is working to pass the ordinance tonight, and wondered whether the employees could just be added to Schedule B? Ms. Charumilind stated that they could. Mayor Welsch stated that she would confer with the City Manager to see if this constituted a substantial change, requiring another vote or whether the employees could be added after the ordinance was passed. Ms. Charumilind stated that since the firefighters/paramedics were included in the ordinance but not detailed in Schedule B, the addition would be informational only.

Roll Call vote was:

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

NAYS:

BILL 9266 carried unanimously and became Ordinance Number 6994.

M. NEW BUSINESS

RESOLUTIONS

- 1. RESOLUTION 2015 - 16** A resolution for commercial recycling and waste reduction grant. Introduced by Councilmember Glickert and seconded by Councilmember Jennings.

Roll Call vote was:

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

NAYS:

- 2. RESOLUTION - 2015 – 17** A resolution directing funds from the City of University City's Unassigned Fund Balance within the General Fund to the Committed Fund Balance. Requested by Councilmember Glickert, Sharpe and Jennings. Introduced by Councilmember Sharpe, seconded by Councilmember Glickert.

Councilmember Carr stated that by not taking this resolution off the table tonight, it has nullified Council Rule 24. She reminded Council that Councilmember Glickert was the one who had asked that public input be ascertained before these funds were set aside.

Councilmember Kraft stated that this is a different resolution generated by the fact that these funds were misplaced in the budget, so that portion of the resolution is necessary bookkeeping that needs to be addressed for clarity. However since he does believe that it would be premature to set the funds aside for the police station, he would like to make the following motion; that the resolution be kept intact and that the \$7 million dollars be removed, with the understanding that Council will discuss how it should be designated at a future time.

Councilmember Crow second Councilmember's Kraft motion. He stated that he also believed that Rule 24 has been violated and appreciated Councilmember Kraft's motion to remove the \$7 million dollars out of the resolution. He stated that he does not believe it would be appropriate to commit 90 percent of the City's cash reserves for the police station at this time.

Councilmember Jennings stated that a resolution had been removed from a previous agenda and was never considered. He stated that the City's Police Department is one of the first municipalities to be internationally accredited. They have been recognized by the U.S. Justice Department for their work, and they are one of the finest departments St. Louis County. Councilmember Jennings stated the City's police deserve a decent work environment and that the City needs to start preparing to build a facility that is worthy of the service they provide to this community. He noted that the public would be engaged in this process at the appropriate time.

Councilmember Crow stated that the impetus behind the construction of a new Fire Station was the Obama stimulus funds. He stated that there seems to be a wide disparity amongst Council and staff as to how much money is in the reserves, therefore until this process is thoroughly thought out, the

issue should not even have been brought up.

Councilmember Jennings stated that in his opinion, it is simply being a good steward to start setting aside money for this project. If there is wide disparity about the numbers, then why not just ask staff to give Council the answer?

Councilmember Carr stated that she would respectfully disagree with Councilmember Jennings' statement that this resolution had not been disposed of, and would like to mention that a large portion of the City's reserves was obtained by a settlement with AT&T. She stated that there is no lack of commitment by this Council, but to sequester this money at this point in time, without a definite plan or public engagement, would demonstrate a lack of fiduciary responsibility.

Councilmember Kraft informed Councilmember Carr that roughly only \$2.4 million dollars in reserves was derived from the various cell phone settlements. He stated that he would agree that the bond issue was not handled very well. If this City is going to ask citizens for more taxes, their input should be encouraged. He would also agree that a better facility for the Police Department is absolutely necessary, but he is not sure whether this issue fits 100 percent in the same category as the bond issues. Councilmember Kraft stated that there should be some public engagement, but there is a need to do the simple accounting first and look at the City's fiscal needs before committing the \$7 million dollars.

Last year the City found out that it needed to spend an extra \$2 million dollars to get two pension plans up to the 80 percent threshold. Today they are sitting at about 79.5 and 80.3 percent, so his guess is that once the Pension Board looks at the numbers the City will have to come up with another couple of million dollars within the next six months.

Mayor Welsch called for a roll call vote on Councilmember Kraft's motion to remove the \$7 million dollars from Resolution 2015-17; a yes vote is for removal; a no vote is for retention.

Roll Call vote was:

AYES: Councilmembers Kraft, Carr and Crow.

NAYS: Councilmembers Glickert, Sharpe, Jennings and Mayor Welsch.

Citizen's Comments

Rick Salamon, 8342 Delcrest, University City, MO

Mr. Salamon stated that a budget is a working document. It can be changed from meeting to meeting and items can be moved whether committed or non-committed. So if there is going to be a work session held concerning auditing questions, then the auditor should be present.

He stated that whether to set the money aside or not, is really putting the cart before the horse since there are so many questions that need to be resolved first as need, where to build or renovate, how much will it cost and how will the City pay for it.

Jeff Cooper, 7187 Washington Avenue, University City, MO

Mr. Cooper concurred with Mr. Salamon's comments and stated that he does not feel as though his voice is being heard.

Council's Comments

Councilmember Glickert made a motion that Resolution 2015-17 be amended to read, *"This Resolution shall be in full force and effect from the date of its passage, adoption and signed by the Mayor,"* thereby striking the words, *"and approval by the Mayor"*. The motion was seconded by Councilmember Sharpe.

Voice vote on Councilmember Glickert's motion to amend carried unanimously.

Councilmember Crow thanked Mr. Salamon and Mr. Cooper for their comments. He stated that no member of the public had come here tonight to say this resolution was a good idea, so he would suggest that Council acknowledge that they want to be engaged.

Councilmember Kraft made a motion that Resolution 2015-17 be postponed to a date certain; the second meeting in September and was seconded by Councilmember Carr.

Mayor Welsch called for a roll call vote on the motion to postpone; a yes vote would delay consideration, a no vote would keep the Resolution on the agenda.

Roll Call vote was:

AYES: Councilmembers Kraft, Carr and Crow.

NAYS: Councilmembers Sharpe, Jennings, Glickert and Mayor Welsch.

Councilmember Carr stated that Councilmember Glickert has been steadfast in terms of protecting this resolution, asking that the funds be moved back into the unassigned balance until Council and this administration has had an opportunity to elicit public engagement. She stated that she would hope that Councilmember Glickert would take some time to think about how this change in course will play out later on, because people do not have short memories.

Councilmember Jennings stated that in his opinion the set aside equates to engagement and public participation equates to completion. He stated that Council is not voting to spend \$7 million dollars, they are making a commitment to the officers and residents of U City.

Councilmember Jennings stated that everyone has an opinion and when members of this Council disagree with that opinion no one should be attacked because of their differences. So to say that certain members of Council don't care about residents simply because we disagree, is not accurate.

Councilmember Jennings stated that he wanted to go on record acknowledging that the bond issue was rushed, but it was what the majority of Council believed to be a good plan. The opposition worked hard to defeat it and they won, end of story. There is no retribution or revenge, it's just politics. Councilmember Jennings stated that certain members of Council communicate with one another, ask questions and try to negotiate, and he would encourage every member of Council to do the same.

Councilmember Crow stated that the fact that his colleague believes that the bond issue was a good plan, should tell you something. He stated that he has never attacked anyone, but believes that there have been inappropriate comments made.

Point of Order: Councilmember Carr stated that the screaming panic button utilized by Councilmember Jennings was inappropriate. Mayor Welsch stated that her hope is that he did not push it intentionally.

Councilmember Kraft stated that the City has set aside three-quarters of a million dollars for a flood buyout, but there is no plan for that, so setting aside money for something that does not exist is hardly unprecedented. But in the spirit of cooperation, he would like to make a motion to postpone this resolution until the first meeting in September to allow Council an opportunity to sit down and talk and was seconded by Councilmember Carr. Councilmember Kraft stated that his intent was to ask for a postponement until the first meeting in October.

Mayor Welsch stated that she thinks putting aside this money shows the City's commitment to the Police Department, and she believes that is important. She stated that in 2012 staff asked an architectural firm to provide rough estimates of what it would cost to renovate the current police station or to build a new facility. As a member of Council she has known since 2012 where those estimates stood and no checks have been written.

Mayor Welsch stated that there was a public meeting held in March or April at the Heman Park Community Center and approximately 120 residents were in attendance. Her belief is that it is the

responsibility of Council and staff to make decisions on whether or not a new facility needs to be built or renovated. She stated that this City has hired qualified staff to provide professional opinions. So they will render their opinions to Council; Council will do more work; at some point public meetings will be conducted, and Council and this administration will make the decision to renovate or build a new facility. Mayor Welsch stated that she strongly agreed with Councilmembers Glickert, Sharpe and Jennings that it is appropriate to put aside the money now to show Council's commitment and the commitment of this community to the police Department.

Councilmember Crow thanked Councilmember Kraft for his motion, but for the Mayor to say that the four members who voted to commit the funds are committed to the Police Department and those who voted against it are not, is the height of hyperbole.

Councilmember Jennings called for the question.

Mayor Welsch called for a roll call vote on the motion to postpone the resolution until the first meeting in October; a yes vote would delay consideration, a no vote would keep the Resolution on the agenda.

Roll Call vote was:

AYES: Councilmembers Kraft, Carr and Crow.

NAYS: Councilmembers Sharpe, Jennings, Glickert and Mayor Welsch.

Councilmember Jennings stated that no one is saying that Councilmembers Carr and Crow don't support the police because they voted not to allocate the money, so he is just amazed at how they exert so much effort to get people riled up because other members of Council have a difference of opinion.

Councilmember Carr stated that she and Councilmember Crow actually talk to their constituents and listen to what they have to say. So if they are standing up and coming to these meetings, it's because they know that the majority of Council has taken away their voice.

Mayor Welsch called for a roll call vote on the original motion to approve Resolution 2015-17; a yes vote supports the Resolution, a no vote does not support.

Roll Call vote was:

AYES: Councilmembers Sharpe, Jennings, Glickert and Mayor Welsch.

NAYS: Councilmembers Kraft, Carr and Crow.

BILLS

Introduced by Councilmember Glickert

- 3. BILL 9267** An ordinance amending schedule VI, Table VI-A – Stop Intersections, Chapter 300 Traffic Code, of the University City Municipal Code, to revise traffic regulation as provided herein. Bill 9267 was read for the first time.

Introduced by Councilmember Jennings

- 4. BILL 9268** – An ordinance amending Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning districts established pursuant to Section 400.070 thereof, and enacting in lieu thereof a new official zoning map, thereby amending said map so as to change the classification of properties located within the City Limits of University City at 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue from “SR” – Single Family Residential District to “PA” Public Activity District; and establishing permitted land uses and developments therein; containing a savings clause and providing a penalty. Bill 9268 was read for the first time.

N. CITIZEN PARTICIPATION (continued if needed)

Elizabeth Norton, 734 Trinity, University City, MO

Ms. Norton stated that she cannot stand coming to these meetings and listening to the mind reading skills of Councilmembers Carr and Crow. She stated that out of 100 of her friends in the 2nd Ward she does not know a single person that has spoken to either one of them. So simply because they have 35 people show applaud at these meetings does not mean they know anything about the public.

Ms. Norton expressed numerous protests regarding the inappropriate and unprofessional actions demonstrated by both these members of Council and concluded by stating that she would rather hear one minute of honesty from Councilmember Jennings, than any amount of dishonest eloquence or pontification by Councilmembers Carr and Crow.

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen agreed that there was a public meeting about the police station, which was an overview of the consultant's initial report. However at the end of that meeting residents were informed that there would be another public meeting once the final report was completed, and that has never taken place. She stated that she is very much in support of a new police station since she knows on a firsthand basis how horrible it is.

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed

Mayor Welsch reported the appointments that were needed

2. Council liaison reports on Boards and Commissions

Councilmember Kraft stated that the Green Practices Committee is working on two programs.

1. The Pace Program. This program offers loans for the implementation of energy savings projects for residential, commercial and governmental agencies. The loan amount is added to an individual's tax bill and paid along with their annual taxes. The program offers three separate plans.
2. Yard Waste Stickers. GPC is working on a program that would eliminate these stickers. The idea is to get people to recycle and mulch as much as possible.

Point of Order: Councilmember Carr stated that in response to the Mayor's statement at the last meeting that, "*Portions of the agenda were strictly for Council business,*" she would like the record to reflect that there were twelve meetings from July 9, 2012 through May 26, 2014 where citizen's comments were made during Council business. So there is a precedent for such comments and Council should allow residents to engage with them during this portion of the agenda.

3. Boards, Commissions and Task Force minutes

4. Other Discussions/Business

- ✓ Change August 10, 2015, Council meeting date to August 3, 2015. Requested by Mayor Welsch and Councilmember Sharpe.

CONSENSUS

Mayor Welsch stated that she and Councilmember Sharpe would like to ask Council's consideration of their request to move the August 10th meeting to Monday, August 3rd. Consensus was reached. The next Council meeting will be on August 3rd ..

P. COUNCIL COMMENTS

Councilmember Crow commended Chief Adams for his leadership during tonight's meeting and thanked Mr. Gilb for the interesting information he provided.

Councilmember Crow stated that he and Councilmember Kraft had received a letter from John Rava, a citizen in the 1st Ward, about the ADA ramps on Maryland and hoped that his letter can be provided to every member of Council.

Councilmember Crow stated that Councilmember Jennings alluded to an independent investigation of the Fire Department surrounding the incidents of June 14th, which the Mayor

claimed in her newsletter was a planned action that should cause all members of Council to be concerned. The Mayor also states, "Disgracefully, two members of Council shared a picture of this unauthorized notice, a picture which was taken by one of those members before the Fire Chief even knew it had been posted". He stated that if anyone could prove that any photo he has taken was shared with the public, they should let him know.

Councilmember Crow stated that when 200 people show up at a meeting and it is suggested that he and not thinking it is because these residents are engaged and suggested that Councilmember Carr have gotten them all riled up, not that these people are engaged. He stated that it was his belief is that the vote taken tonight will get them reengaged.

Councilmember Carr stated that she would also like to thank Mr. Glib for his presentation, since she does not believe Council was aware that this is a gigabyte city. She requests a copy of the broadband study recently done by the City.

Councilmember Carr stated that there is a plan for the money that has been set aside for flooding. The Army Corps of Engineers are engaged and they have requested that Congressman Clay seek out remediation monies for buyouts and/or elevations. She stated that she also attempted to develop a Storm Water Master Plan, which Council neglected.

Councilmember Carr asked Chief Adams if it would be possible for him to make a presentation to Council with respect to his department's action plan associated with accreditation. Chief Adams stated that the new law that was passed provided for a six year window in which to achieve. He noted that the department had been accredited from 1995 to 2008. Councilmember Carr thanked Councilmember Kraft for trying to inject common sense into the issues surrounding Resolution 2015-17.

Councilmember Jennings thanked Mr. Gilb for attending tonight's meeting. He stated that he wanted everyone to know that while he respects every member of this Council, this is a democracy so there will be disagreements. Councilmember Jennings stated that a smart minority would try to leverage and negotiate to get the things they wanted done, rather than denigrating everything that others are trying to do. He noted a Council whose members spoke to each other could be a viable and progressive Council that tries to make the right decisions.

Mayor Welsch made the following announcements:

- There will be another Starlight Concert this Saturday in Heman Park
- Health Protection and Education Services will conduct a free health screening this Saturday morning at the U City Public Library.
- The National Night Out and the Back to School Rally will be held on Tuesday, August 4th, from 5 p.m. to 8 p.m. at Brittany Woods Middle School

Mayor Welsch stated that she does not recall any member of Council making a request to consider again a matter that had been removed from the agenda.

She stated that she would like to go on record as saying that the City Manager, Lehman Walker, also contributed to the increase in the City's reserves by saving money through a very difficult reorganization. So our reserves should not be solely attributed to the monies received from the AT&T settlement.

Mayor Welsch reminded everyone that the next Council meeting would be held on Monday, August 3, 2015.

Q. ADJOURNMENT

Mayor Shelley Welsch adjourned the meeting at 8:51 p.m.

Respectfully submitted,
Joyce

Pumm,

City

Clerk,

MRCC/CMC

Council Comments

July 13, 2015

I rise to correct the record that Paulette Carr made at the Council meeting of June 22. With all of Paulette's rhetoric about how our minutes are our history, by her amendments she is attempting to re-write history as she wishes it were.

First, Paulette said that she had never seen her deposition and that she has not verified it. Given that I have a copy and I offered it to her, that is hard to believe. Regardless, she clearly does not understand her duty as a witness in a court of law. She is not allowed to demand to read the transcript before signing it, but then refuse to read the transcript. That farce would allow her to change her testimony at any time. The Court imposes a time limit and then deems the witness has waived her right to object. Paulette's time has passed.

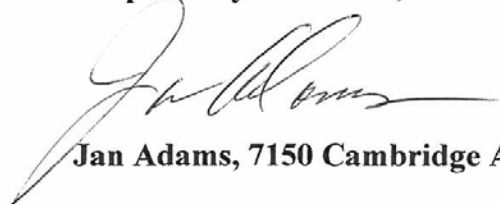
Second, when Paulette moved to amend the minutes she purported to quote my statements from the official audio of the June 8 meeting. But the citations she provided to my comments were "1 minute 6 seconds" and "5 minutes 48 seconds". As you all know, I did not speak in the first minute of the Council meeting. I began speaking at 6 minutes 23 seconds. So she must either be making personal recordings or relying on the recording that Jeff Hales makes, which of course may be edited. More importantly, she did not quote me accurately. What I actually said is, "who would have thought we would have to pay our City Attorney to be sure that our own City elected officials would not commit perjury against our City". Official audio @ 10 minutes 50 seconds. In the future, when Paulette submits amendments to the minutes, I ask this Council to postpone any vote to approve her amendments until there is a verification by the City Clerk, or, simply allow her to make her proposed amendments part of the record and I will correct as needed.

My third correction is the most important: Paulette read from the Oath of Office that each of you took and then she said, “my loyalty is to the Charter, to the laws of University City and not to any one given person”. Audio @ 42 minutes. **WRONG! AGAIN!** The State of Missouri imposes duties on all elected officials in an effort to protect all tax payers. Paulette’s oath is to uphold the laws of the State of Missouri and those laws mandate her duties. So, I am not wrong when I say Paulette has violated her Oath of Office.

Finally, when Paulette claims that she has no duty to any one individual she is wrong about that too. As I stated in my initial comments on June 8, my standing to sue Paulette Carr is based on the fact that I am a taxpayer. I believe there are approximately 18,000 tax payers here, each of whom has the same right that I have. YOU, each Council member, has the same right that I have. Any tax payer in UCity can file his or her own suit against Paulette for her breach of duty, or can join in my suit.

So, if this Council does not have enough votes to conduct an impeachment trial, any one of you can simply file your own lawsuit. This remedy is certainly more civil than what Paulette Carr and Terry Crow sought when they called for the recall of Council Member Kraft. They used lies and hyperbolic rhetoric to enrage several hundred people to attend a meeting in this chamber, which then resulted in chaos and the assault and battery of Mr. Kraft’s family members. I intend to be more civil - and any one of you can join me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jan Adams', with a long horizontal flourish extending to the right.

Jan Adams, 7150 Cambridge Ave.

July 13, 2015

From: Elizabeth Norton, 734 Trinity Avenue

Please include the following comments I made at the City Council meeting on Monday, July 13, 2015, in the minutes.

Thank you.

I have come here tonight to comment on something I read in the minutes of the last Council meeting.

I am not here to praise or to criticize Council member Jennings' response to your former colleague, Council member Crow. I simply want my response to the words you used to characterize Council member Jennings' response in the public record.

You described Council member Jennings' response as inappropriate and unprofessional. I think that you regard yourself as appropriate and professional.

One only needs to look at me to conclude that I am not an expert on the thoughts or expression of any black person. I speak in a manner that is generally acceptable in white settings with white people. I think I am quite knowledgeable about and in some ways a virtual expert on white voices.

Often, white people speak eloquently while also dissembling. White people can be eloquent while only revealing what will support their agendas. White people can be very condescending while waxing poetic.

Speaking eloquently, according to a large number white people is a thing to be admired.

The problem with admiring eloquence alone is that there is no concern for the truth.

In fact, a synonym for eloquent is silver-tongued—and that, simply put, means “able to speak in a way that makes other people do or believe what you want them to do or believe”.

Words related to 'eloquent' include affected, grandiloquent, grandiose, pompous, pretentious, aristocratic, academic and literary.

My guess is that most of those words originated in what is now known as Europe and have been used by white people for centuries.

Now, to criticize Mr. Jennings description of Council member Carr is like the pot calling the kettle black, to use a homely expression, as you often do, Council member Crow.. Haven't you used or tacitly approved of the characterization of all of your colleagues, save Council member Carr, as 'The Gang of Five'. I think you might want to reconsider the appropriateness of your criticizing Council member Jennings.

At the end of the day, as you might say, Council member Crow, I would rather have 1 minute of honesty from Council member Jennings than any amount dishonest eloquence and pontification.

July 13,, 2015

I am Leif Johnson. I live at 836 Barkley Square. My phone is: 725-5429

I am here tonight to oppose all reductions in the recreation budgets for the Commons, the Aquatic Programs and the Community Center. I am also here to ask the City Council to eliminate the portions of the recreational management policies that discriminate against those of us unable to pay.

I applaud the Mayor for her resolution to bar discrimination against women. Was this directed towards any member of the Council? Perhaps you Dr. Kraft?; perhaps you Mr. Sharpe? This I can't believe, he appears to me a very courteous gentleman. Ms. Carr? Seems unlikely.

Like most people, I wholeheartedly agree that women should not be discriminated against. That's just un-American. Now, I think that Motherhood has been overlooked. I think the Mayor should introduce a resolution against discrimination against Motherhood. I would expect such a resolution at the next Council meeting.

Of course, you all believe that all groups should be covered by an anti-discrimination ban. Of course, I agree too. Therefore there should be an anti-discrimination resolution barring discrimination against whites. I was in a high school which had only three white employees. I was treated fairly, but there should be a resolution that bars any discrimination against whites in the City of University City, because we cannot know what may happen. Legally, we must keep our options open. I trust, of course, that there is an antidiscrimination ordinance protecting gays, lesbians, bi-sexuals, and transgender persons.

Now, on May 21, the City Manager provided, as justification for the recreation budget cuts, an addendum to his budget amendment which read, "Attachment A, University City Parks, Recreation and Forestry, Management Policies and Procedures, Fees and Charges, Number 001, Approved by City Council, Effective Date: February 15, 2004, Revised April 21, 2008."

Since when do we have a "Don't pay, don't play" policy in U. City? Since when do we use higher fees to "encourage particular behaviors"? Since when do we believe that recreational facilities should be 100% self-supporting? Since when do we believe that residents "should pay in proportion to the benefits they receive?"

These recreational services are *services*, dedicated to all our residents, without favor, and without discrimination based on income or "desirability." I am asking the City Council to remove the following offensive paragraphs from our parks and recreation "Management Policies".

(Page 1) "**V. POLICY**

(A) **Basis for fees and charges:** In general, those who benefit from the goods or services provided should pay in proportion to the benefits they receive. The fundamental basis for fees and charges decision making is a determination of who benefit from the service."

(Page 2)

"(E.) **Social Implications:** It may be desirable to use the fees & charges system to encourage particular behaviors which enhance the recreational experiences for all users; e.g. alter demand patterns, encourage reasonable uses of staff time, or alter behaviors which disturb other participants." (keep out poor and 'undesirables'?)

To clarify “alter demand patterns”, we have on Page 3,
“PROGRAM AND SERVICE COST ALLOCATIONS”:

“2. **Recreation Programs:** “Recreation programs; including leisure education, special events, fitness, and athletic programs will, when considered in there [sic] entirety, generate 100% of direct, indirect and overhead costs. Some programs may generate less than 100% as long as other programs generate over 100% and make up the overall difference in a fiscal year.

“3. **Day Camps:** In general. Day camps will generate enough revenues to cover 100% of direct, indirect and overhead costs.”

Items 4 through 7, Community Center, Aquatics, Centennial Commons and Golf are mandated to raise fees to cover 50% to 100% of costs.

We do not pay taxes in proportion to our use of municipal services. The Commons, Aquatics and Summer camp are services that should be available to all residents, not depending on their incomes, frequency of use, number of users, or behavior. The theory of taxation is that everyone pays taxes whether he or she uses any particular public service or not. Those taxes are spent in areas of need. These recreational facilities are, in our opinion, tax monies spent on filling very needed services. It's tax money very well spent.

City government is not a business. City government's role is to provide services to all of its citizens regardless of their income status, just as much as it does not discriminate on the basis of race, creed, religion, gender, or sexual orientation..

Therefore, I expect the Mayor to ask for a resolution banning discrimination at University City recreational facilities on the basis of income. Therefore she will :

- (1) Restore the cuts in the recreational budgets—all of them.
- (2) Eliminate the discriminatory paragraphs from the parks and recreation “Management Policies and Procedures”.

(I request that the City Clerk report my entire statement in the minutes of this meeting.)

Rule 19 Except as provided in the Sunshine Law or as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each 'aye' and 'nay' vote to the name of the individual Councilmember.

Section IV
RIGHTS TO THE FLOOR

Rule 20

Any member of the public may speak at a Council Regular Session at the times listed in Rule 10 and Rule 14, under the following conditions:

- 1) Speakers must fill out a written form, available at the entrance, and place the completed form in the respective inbox for either "agenda" or "non-agenda" items.
- 2) The Mayor will call speakers to the microphone at the appropriate time.
- 3) A member of the audience may also be called to the microphone to answer specific questions at the discretion of the Council. A City employee should be called forward only if the City Manager requests the Mayor to do so.
- 4) All speakers must give their name and address.
- 5) All speeches are limited to five (5) minutes or less.
- 6) When warranted the City Manager will send a letter, e-mail or place a phone call to the speaker in answer to his/her comments.

Rule 21

All special committees shall be proposed by the Mayor or any two members of Council and approved by a majority of Council.

Rule 22

By consent of a majority of the Council, a special committee may be appointed at any time to hold public hearings for the Council upon any matter pending before it.

Section VI
CITY OFFICERS

Rule 23

The City Manager shall attend all meetings of the Council unless excused by the Council. The City Manager shall keep the Council fully advised of the financial condition and needs of the City. The City Manager shall make recommendations to the Council and may take part in discussions on all matters concerning the welfare of the City, but shall have no vote in the meetings of the governing board.



Rule 24

In advance of each meeting of the Council, the City Manager shall prepare an agenda of matters, including ordinances and resolutions, to be presented to the Council at each such meeting. Members of the Council desiring reports or a discussion upon any matter involving the administrative offices of the City shall notify the City Manager in time to include such matter upon the agenda. An ordinance or resolution will be placed on the agenda at the request of two members. Any resolution that has

been finally disposed of at a meeting may not be brought back or renewed at a subsequent meeting for 12 months and any resolution that is the same or essentially the same will be considered out of order during that time period. The agenda should be received at least ten days before the meeting. Copies of the agenda shall be accessible at City Hall, in the Library and on the website as soon as possible in advance of each Council meeting and e-mailed or hand-delivered to all members of Council.

Section VII
COUNCIL OFFICERS

Rule 25

The City Clerk shall be ex-officio clerk of the Council and shall perform such duties as may be provided by the Charter or by job description. The City Clerk shall keep a journal of the proceedings of the Council including the kind of meeting, date, time and place, presence of participants. The body of the minutes should identify all speakers, including an abstract or text of each address, and include motions made, any amendments thereto, points of order, dispositions of these matters, and the time of adjournment. The format of the journal can only be changed by a vote of the majority of the Council. The minutes of the meetings shall be transcribed within a reasonable period after each meeting. The Clerk shall furnish each Councilmember with a copy of the minutes of the preceding meeting.

Rule 26

The City Clerk is responsible for preparing and maintaining the final agenda which includes Proclamations, Minutes, Appointments, Swearing In, Public Hearings, Consent Agenda, City Manager's Report, Unfinished Business and New Business which was previously approved by the City Manager.

Rule 27

The City Clerk shall post copies of notices of all Council meetings on the City Council's bulletin board on the lower level of City Hall, at the University City Library and on the City's website and alternate locations as Council deems appropriate.

Section VIII
NON-PARTISAN COUNCIL

Rule 28

Members of the City Council serve in a non-partisan capacity.

Rule 29

Mayoral and Councilmember elections are non-partisan.

Rule 30

When members of the Council engage in partisan political endorsements and activities, they should make it as clear as possible that they are acting as individuals, in a non-City official capacity and do not represent the Council or City. City letterhead and logos are to be used only for official City business and are not to be used in



Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: Bicycle Facilities Improvements Project – Construction award to Traffic Control Company

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Bicycle Facilities Improvements Project "Bicycle Facilities Improvements on Canton Ave, Jackson Ave, and Old Bonhomme Rd". The proposed work includes: Striping removal and pavement striping and signage for on street bicycle facilities on Canton Ave, Jackson Ave, and Old Bonhome Rd.

This project was advertised on June 18, 2015 in the St. Louis American and on the Missouri Department of Transportation's website on June 22, 2015. On July 15, 2015 the City opened bids for the above referenced project and received and reviewed two (2) bids. The contract is proposed to be awarded to the lowest responsible bidder, subject to MoDOT concurrence and confirmation by the City Council. A 5% security bid bond was submitted from both companies. The lowest bidder is Traffic Control Company. The bid amount is \$122,123.93. The bid results are as follows:

Contractor	Bid Amount
Traffic Control Company	\$122,123.93
Tramar Contracting, Inc.	\$155,866.05

This Project is funded by a grant administered by East-West Gateway Council of Governments to cover eighty percent (80%) or \$97,699.14. The City's match is twenty percent (20%) or \$24,424.79. The City has budgeted a total of \$162,900.00 for both the construction and the construction inspection of this project.

The Disadvantage Business Enterprise participation requirement for this project is ten percent (10%). The firm committed to achieve 11% and has been submitted for approval to the MoDOT's External Civil Rights. Traffic Control Company is a company with great experience in striping and signing projects, and has great reputation in the St. Louis region.

RECOMMENDATION:

Staff recommends that the contract be awarded to Traffic Control Company in the amount of \$122,123.93.

Federal Project No. STP-5402(609)

City of University City, MO
6801 Delmar Blvd
University City, MO 63130

REQUEST FOR BID

BID OF

MoDOT Vendor Number 0012075

Bidder Name STF LLC. DBA: Traffic Control Company

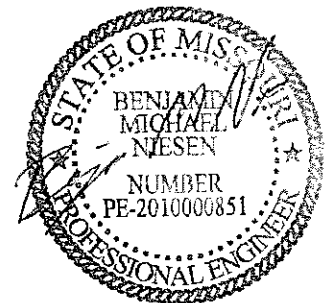
Bidder Address 601 8th Street Valley Park, Missouri 63088

FOR
CONSTRUCTING

**Bicycle Facilities Improvements on
Canton Ave, Jackson Ave, and Old Bonhomme Rd
University City, Missouri**

Prepared by:
Grove Design Group LLC
3145A South Grand Blvd
St. Louis, MO 63118

**Issued for Construction
April 21, 2014**



NOTICE TO CONTRACTORS

Sealed bids, addressed to City of University City, 6801 Delmar Boulevard, University City, Missouri 63130 for the proposed work will be received by the City of University City until 10:00 A.M. (prevailing local time) on Wednesday, July 15, 2015, at the office of the Administration Services Department, 1st Floor, 6801 Delmar Boulevard, University City, Missouri 63130, and at that time will be publicly opened. Bids should be delivered to:

Administration Services Department, 1st Floor
6801 Delmar Boulevard
University City, Missouri 63130.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Striping removal and pavement striping and signage for on street bicycle facilities on Canton Ave, Jackson Ave, and Old Bonhomme Rd.

Resident Notification - The Contractor shall be responsible for prior notification of residents for no parking on streets during operations. As part of this notice, the Contractor shall inform the residents that the Contractor should be made aware of any private underground utilities that the resident may have near the sidewalk and street. These utilities include underground dog fences and irrigation systems. The contractor shall provide all material, labor, equipment, and services necessary to install no parking signs. Temporary "NO PARKING" signs on stakes noting the time of construction activity shall be provided and installed at the curb, forty-eight (48) hours in advance of work. The contractor shall maintain all no parking signs in good legible condition and shall replace all damaged and vandalized signs immediately. The contractor will be responsible for any resigning necessary due to weather and other scheduling changes. Signs shall be removed and disposed of by the Contractor at the end of the operation on that street. No additional compensation will be allowed for delays or inconvenience when parked vehicles are encountered. The City will provide the contractor with a copy of an acceptable no parking sign for his use.

Cell Phone - Cell phone shall be provided to the superintendent on the job. Providing cell phone to superintendent shall be considered as incidental to the cost place in bid in the contract for the purpose of communication between superintendent and the city.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2011," and "Missouri Standard Plans for Highway Construction, 2009", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

- General Provisions & Supplemental Specifications
- Supplemental Plans to October 2009 Missouri Std. Plans For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of University City", and the term "Engineer" is a reference to the Engineer of Record from Grove Design Group L.L.C.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 30

CITY OF UNIVERSITY CITY, MISSOURI

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$700

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty by a Cashier's Check on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and surety company and payable to the City of University City, Missouri in the amount of not less than five percent (5%) of the Base Bid. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
 Cashier's Check

If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish a performance bond as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

The City will have the right to retain the Bid Bond of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) a period of sixty (60) days has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Bond of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 22", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquck.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Staple addenda to the bid in the appropriate part of the bid.

CITY OF UNIVERSITY CITY, MISSOURI

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

STF LLC. DBA: Traffic Control Company, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual partnership joint venture
 corporation, incorporated under laws of state of _____.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name
Traffic Control Company

Executed by bidder this 14 day of July 2015.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Bobby Penick Jr / Estimator
Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

CITY OF UNIVERSITY CITY, MISSOURI

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the contractor must perform project work with its own organization equal to and not less than 5 percent (5%) of the total contract cost. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION:** The City of University City, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the City of University City Department of Public Works by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is (314) 862-0694 and the email address for submittal is mfuhler@ucitymo.org. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
1. Tape 4 LLC 4 Arundel Place St. Louis, MO 63044	7-14	\$22,743.00	60%	\$13,645.80	11%
		Total		Total	Total
2.					
		Total		Total	Total
3.					
		Total		Total	Total
4.					
		Total		Total	Total
Total DBE Participation		\$22,743.00		\$13,645.80	11%

** Cannot exceed contract amount for given item of work.

CITY OF UNIVERSITY CITY, MISSOURI

DBE Submittal

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services Trucks are leased from non-DBE source				Only Include Fees for Trucking Services	
Brokered Services				Only Include Fees for Brokered Services	
Totals (Page 1)		\$22,743.00		\$13,645.80	11%
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation		\$22,743.00		\$13,645.80	11%

** Cannot exceed contract amount for given item of work.

Company: STF, LLC DBA Traffic Control Company Date: 7/17/2015
 By:  Title: 7-17-15

CITY OF UNIVERSITY CITY, MISSOURI

ITEMIZED BID FORM

BID TIME: 10:00 A.M. (Prevailing local time)

BID DATE: Wednesday, ~~August 20, 2014~~ ^{At}

July 15, 2015

TO: THE CITY OF UNIVERSITY CITY

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda _____ through _____, for the Bicycle Facilities Improvements Project, STP-5402(609), City Project No. 1091, being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment, and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

<u>BASE BID</u>						
LINE NO.	BID ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
SIGNALS, LIGHTING, SIGNING, AND STRIPING ITEMS						
1	202-99.02	Removal of Existing Signs	25	EA	\$10.00	\$250.00
2	616-10.05	Construction Signs	120	SF	\$1.00	\$120.00
3	616-10.22	Channelizer (Cones)	75	EA	\$1.00	\$75.00
4	616-99.99	Relocating and Maintaining Temporary Traffic Control Devices JSP-J	1	LS	\$500.00	\$500.00
5	618-10.00	Mobilization	1	LS	\$7,000.00	\$7,000.00
6	620-70.01	Pavement Marking Removal	13,567	LF	\$1.15	\$15,602.05
7	620-70.91	Type A Epoxy Pavement Marking, 4" Solid White	1,310	LF	\$1.35	\$1,768.50
8	620-70.92	Type A Epoxy Pavement Marking, 4" Solid Yellow	12,799	LF	\$1.35	\$17,278.65
9	620-70.94	Type A Epoxy Pavement Marking, 8" Solid Yellow	475	LF	\$4.75	\$2,256.25
10	620-70.95	Type A Epoxy Pavement Marking, 12" White	606	LF	\$7.15	\$4,332.90
11	620-70.96	Type A Epoxy Pavement Marking, 24" White	684	LF	\$15.50	\$10,602.00
12	620-70.97	Type A Epoxy Pavement Marking, 24" White, Yield Line Triangles	29	EA	\$70.00	\$2,030.00
13	620-70.98	Type A Epoxy Pavement Marking, Comb. Straight-Left/Right Arrow	4	EA	\$400.00	\$1,600.00
14	620-70.99	Type A Epoxy Pavement Marking, Shared Use Symbol	137	EA	\$250.00	\$34,250.00
15	903-12.50A	U-Channel Post, 3 lb	660	LF	\$3.16	\$2,085.60
16	903-12.70A	Perforated Square Steel Tube Post, 2 In. 12 Gauge	40	LF	\$4.83	\$193.20
17	903-12.71	Perforated Square Steel Tube Post Anchor, 12 Gauge	16	LF	\$4.83	\$77.28
18	903-50.04	Type SHR2L-1 Sign	157	SF	\$52.50	\$8,242.50
19	903-50.65	Type SHR2L-3 Sign	264	SF	\$52.50	\$13,860.00
TOTAL, BASE BID						\$122,123.93

WRITTEN TOTAL, BASE BID: one hundred twenty two thousand one hundred twenty three and ninety three cents

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, STF, LLC dba Traffic Control
Company hereinafter called
the Principal, as Principal, and the Granite Re, Inc.

of 14001 Quailbrook Dr. Oklahoma City, OK 73134,
a corporation duly organized under the laws of the State of Oklahoma,
hereinafter called the Surety, are held and firmly bound unto City of University City

hereinafter called the Obligee, in the sum of Five Percent Amount Bid
dollars

(\$ 5% Amount Bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Remove and Replace Epoxy
Striping; STP-5402(609)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter
into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds
as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond
or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract
with another party to perform the work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

CITY OF UNIVERSITY CITY, MISSOURI

SIGNED AND SEALED this 15th day of July, A.D., 20 15.

In the presence of:

Kerrie Thomash
WITNESS

Marci Little
WITNESS Marci Little

STF, LLC dba Traffic Control Company

[Signature] (SEAL)
PRINCIPAL
Estimator
TITLE

Granite Re, Inc.
SURETY (SEAL)
[Signature] Attorney-in-Fact
TITLE Steve G. McQuiggan

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; VENESSA VAN SCHALKWYK its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

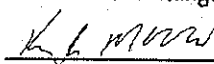
CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEVE G. MCQUIGGAN; VENESSA VAN SCHALKWYK may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





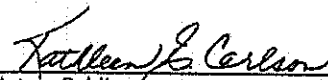
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Kathleen E. Carlson
Notary Public

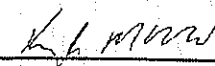
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 15th day of July, 2013.





Kyle P. McDonald, Secretary/Treasurer

State of *Illinois*
County of *Madison*

On this 15th day of July, 2015 before me, Holly V Johnson, a Notary Public within and for the above mentioned county, personally appeared *Steve G. McQuiggan*, to me personally known, whom being by me duly sworn he is an *Attorney-In-Fact* of:

AMCO Insurance Company
American Contractors Indemnity Company
American Safety Casualty Insurance Company
Bond Safeguard Insurance Company
Contractors Bonding and Insurance Company
Fidelity and Deposit Company of Maryland
First National Insurance Company of America
Granite Re, Inc.
Hartford Casualty Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Plaza Insurance Company
Star Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western Surety Company
West American Insurance Company
Westchester Fire Insurance Company
Western Surety Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said *Steve G. McQuiggan*, acknowledged the said instrument to be the free act and deed of the said corporation.

By: *Holly Vanessa Johnson*
Notary Public

Official Seal
Holly V Johnson
Notary Public, State of Illinois
My Commission Expires **January 30, 2017**

CITY OF UNIVERSITY CITY, MISSOURI

The City of University City, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF Missouri,

COUNTY OF St Louis,

Bobby Penick Jr, being first duly sworn, deposes and says that he is Estimator * (sole owner, partner, president, secretary, etc.) of Traffic Control Company, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or an one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Estimator
(Title)

SIGNED: *Bobby Penick Jr*

Subscribed and sworn to before me this 14th day of July, 2015.

Seal of Notary



KERRIE L. THOMASON
My Commission Expires
October 6, 2015
Warren County
Commission #11250978

Kerrie L. Thomason
Notary Public

CITY OF UNIVERSITY CITY, MISSOURI

AFFIDAVIT OF WORK AUTHORIZATION

Comes now (Bobby Penick Jr) as (Estimator) first being duly sworn, on my oath,
Name Office Held
affirm (STF LLC.) is enrolled and will continue to participate in a federal work
Company Name
authorization program in respect to employees that will work in connection with the contracted services
related to (STP-5402(609) / Bicycle Facilities Improvement) for the duration of the contract, if awarded in accordance with
Bid Number/Project Name
RSMo Chapter 285.530 (2). I also affirm that (STF LLC.) does not and will not
Company Name
knowingly employ a person who is an unauthorized alien in connection with the contracted services
related to (STP-5402(609) / Bicycle Facilities Improvement) for the duration of the contract, if awarded.
Bid Number/Project Name

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Bobby Penick Jr Bobby Penick Jr
Signature (person with authority) Printed Name

Estimator 7/14/15
Title Date

Subscribed and sworn to before me this 14th (day) of July, 2015 (month, year). I am
commissioned as a notary public within the County of University City, State of Missouri, and my
commission expires on 10/6/15 (date).

Kerrie L. Thomason 7/14/2015
Signature of notary Date



KERRIE L. THOMASON
My Commission Expires
October 6, 2015
Warren County
Commission #11250978

CITY OF UNIVERSITY CITY, MISSOURI

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

The City of University City, Missouri requests this information from any bidder AND its subcontractors to whom the City may make an award of the Contract.

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: STF LLC. DBA: Traffic Control Company
Address of Bidder: Valley Park Missouri 63088 636-225-7800
City State Zip Phone

For contracts over \$50,000.00 with ten (10) or more workers on the Project;

The above named bidder proposes to use 4 minorities and/or females for this project which will be 40 % of the total work force.

For contracts over \$100,000.00 with two (2) or more subcontractors on the Project;**

1. Name of Subcontractor: _____
Address of Subcontractor: _____
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor _____
- _____% of the total contract dollar amount allocated to this subcontractor

2. Name of Subcontractor: _____
Address of Subcontractor: _____
City State Zip Phone

- Number of minorities and/or females employed by this subcontractor _____
- _____% of the total contract dollar amount allocated to this subcontractor

Signed: [Signature]
(Title) Estimator

Subscribed and sworn to before me this 14th day of July, 2015.

[Signature]
Notary Public



KERRIE L. THOMASON
My Commission Expires
October 6, 2015
Warren County
Commission #11250978

**Use additional sheets if required.



Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: Heman Park – South Drainage Improvements - Design

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: In 2014, the City completed a master plan for Heman Park. The Heman Park Master Plan was adopted by City Council on October 27, 2014. This plan called for many improvements to the park, including improvements to the River des Peres and the South Drainage Area.

In FY 2015, City staff applied for a grant through the Department of Conservation to complete a pilot project on the South Drainage Area. This project would lay back the banks of a section of the drainage area. The grant funding amount was for \$50,000 and the City indicated that \$40,000 would be spent as match. Unfortunately, the City did not receive the grant. City staff was told that the project submitted was much smaller than others, so the other applicants were selected.

With the \$40,000 budgeted for improvements to the River des Peres in FY 15 and an additional \$80,000 in the current budget, City staff anticipates moving forward with the design of the pilot project area. Staff contacted SWT Design requesting a proposal to complete design and construction engineering services for the Heman Park - South Drainage Improvements Project. This project would lay back the banks of the South Drainage area beginning at the mouth of the River des Peres back approximately 100 feet to the west. The proposal received from SWT Design provides a maximum compensation of \$47,500.00. The City will be responsible for the full balance of the design and construction engineering services. This contract will be paid with budgeted funds from account number 14-40-90_8010.

RECOMMENDATION: Based on the above information, it is recommended that the City Council gives authority to the City Manager to contract with SWT Design to complete the design and construction engineering services for the Heman Park – South Drainage Improvements Project.

ATTACHMENT: SWT Design Proposal for Professional Design Services



Proposal for Professional Design Services

July 13, 2015

TO: Megan Fuhler | Project Manager II
COMPANY NAME: Department of Public Works and Parks
ADDRESS 1: 6801 Delmar Blvd
ADDRESS 2: University City, MO 63130
PHONE NUMBER: 314.505.8560

FROM: Jay Wohlschlaeger
PROJECT: Heman Park – South Drainage Improvements
PROJECT NUMBER: 20122.02

Dear Mrs. Fuhler:

Thank you for giving SWT Design, Inc. the opportunity to submit this proposal for professional design services regarding site improvements for Heman Park. Upon your signature hereto, this letter shall act as a contract for professional landscape architectural services (“Agreement”) between SWT Design, Inc., hereinafter referred to as SWT, and University City Department of Public Works and Parks hereinafter referred to as Client, for the following scope of services as outlined herein.

Article 1: Scope of Work

The following is our proposed scope of work and approach for the production of implementation documents and permitting for the South Drainage Improvements:

Task 1 - Schematic Design Phase

Schematic Design phase requirements include the refinement and definition of site plan components and materials to be used based on the master plan concept approved October 2014.

This task includes:

- a) Project kick-off meeting with Client and Design Team to review project schedule, project goals, and coordination of base information and Client coordination for permitting applications.
- b) SWT will conduct a visual survey of the South Drainage project area with client provided survey (see attached area of work). Tree of significance will be identified by the SWT arborist in order to prepare recommendations for tree protection. Trees of significance will be identified on planting plans and preservation recommendations will be documented.
- c) Prepare coordinated Schematic Design drawings to include:
 - Site Layout
 - Site Hydrology
 - Trees & Vegetation
 - Materials Selection
 - Bank stabilization & Enhancement Concepts
 - Channel Improvements

- d) After schematic design review with Client, if needed, implement the necessary design changes to maintain the project character.

Products of Task 1

- Schematic Site Plan Documents
- Project Schedule
- Define Construction Budget

Task 1 Meetings

- One (1) Kickoff/Site Walk Meeting
- One (1) Concept Review Meeting

Task 2 - Design Development Phase

Design Development requirements include the development of drawings and documents that further define the schematic drawings and fix and describe the size and character of the entire project. This phase will also include permit submittals, documentation, and cost opinion. Design Development documents will be based on approved Schematic Design documents and budget.

Design Development tasks include:

- a) Prepare coordinated Design Development documents to include:
 - Demolition and General Conditions
 - Site Layout – site grading, boulder placement, landscape zones, etc.
 - Site Hydrology – channel flow geometry, channel sections, structures, etc.
 - Trees & Vegetation
 - Materials Selection
 - University City Self Performed Scope of Work
- b) Prepare hydrologic data including delineation of watershed, develop flow rates, and prepare HEC-RAS model of the proposed channel.
- c) Identify self-performed work by City of University City for delineation and inclusion in cost opinion.
- d) Initiate permitting process. Anticipated permitting submittals include, but are not limited to:
 - US Army Corps of Engineers (USACE) 404
 - Missouri Department of Natural Resources (MDNR) 401
 - FEMA No-Rise
 - St. Louis County Land Disturbance
 - MSD
 - City of University City
- e) Review Design Development documents and coordinate permit submittals with Client. If needed, implement the necessary design changes to the documents to maintain the project character and budget.
- c) Produce order-of-magnitude cost opinion. If needed, revise concept plan to meet budget requirements.

Products of Task 2

- Design Development Documents (including outline specifications)
- Permit submittal documentation
- Order-of-Magnitude Cost Opinion

Task 2 Meetings

- One (1) Permitting and Design Development Progress Meeting
- One (1) Design Development & Costing Review Meeting

Task 3 - Construction Documents Phase

The construction document phase requirements include the development of documents, reflecting approved Design Development drawings and budget that will provide written and graphic information necessary to construct the project. Final permit submittals and responses to permit review comments will also occur in this phase.

Construction Document phase tasks include:

- a) Prepare construction drawings and specifications of the approved Design Development landscape architecture. Construction Documents will include elements as outlined in Task 2.a. SWT to coordinate design elements with Client and design team members.
- b) Document the workmanship and materials to be used for the construction of site work components and minimize the effects of construction related activities.
- c) Review Order-of-Magnitude Cost Opinion with Client. Implement the necessary design changes in the hardscape and landscape documents to maintain the project cost budget.
- d) Prepare SWPPP plan based on final design and submit.
- e) Prepare final permit submittals and revisions based on review agency comments. Coordination of permit approvals necessary to proceed with project bidding and construction.

Products of Task 3

- Construction Documents (drawings and specifications) bid package
- Final permit submittals and approvals

Task 3 Meetings

- Two (2) Progress Review (50% and 75%) Meetings with Client
- One (1) Order-of-Magnitude Cost Estimate Meeting
- One (1) (95%) Project Review Meeting with Client
- 100% Bid Set Review (SWT to submit digital copy for owner review)

Task 4 - Bidding and Award Phase

The Bidding and Award Phase requirements include assisting Client in receiving complete and accurate bids from contractors. This phase tasks include:

- a) Assist Client with distribution of bid package (no print sets by SWT. Issue digital PDF)
- b) Attend Pre-bid Meeting.
- c) Assist Client staff in responding to bidders' questions, bid analysis and recommendations to Client regarding award of contract.
- d) Assist Client staff during the evaluation of construction bids.
- e) Attend pre-construction meeting.

Task 4 Meetings

- Attend Pre-bid Meeting
- Bid Opening/Bid Review

Task 5 - Construction Administration Phase

Task 5a.1 As part of the Basic Design Services, SWT shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed upon in writing by the Client and SWT, in order to observe the progress and quality of the work ("Work") completed by the contractor or contractors for this Project. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Work, but rather are to allow SWT, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Construction Documents.

Based on this general observation, SWT shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

SWT shall not supervise, direct, or have control over the Work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Construction Documents.

SWT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. SWT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform Work in accordance with the Construction Documents or any applicable laws, codes, rules, or regulations.

Task 5a.2: Conduct pre-construction meeting with the selected Contractor prior to beginning of construction. Meeting intended to review project schedule, submittal process, Client requirements, etc.

Task 5a.3: SWT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods,

coordination of the Work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. SWT's review shall be conducted with reasonable promptness, while allowing sufficient time in SWT's judgment to permit adequate review and SWT shall report to the Client as soon as possible any deficiencies it discovers in such review. Review of a specific item shall not indicate that SWT has reviewed the entire assembly of which the item is a component. SWT shall not be responsible for any deviations from the Construction Documents not brought to the attention of SWT in writing by the Contractor. SWT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Task 5a.4: Review of mock-up of materials for approval regarding workmanship and quality.

Task 5a.5: SWT shall assist Client with coordination of surfacing installation.

Task 5a.6: SWT shall maintain throughout the term of the Project copies of all shop drawings, mock-ups, and revised Construction Documents.

Task 5a.7: Provide field review of site construction, answer questions, and respond to Requests for Information (RFI), attend construction meetings, and prepare punch lists and final closeout.

Task 5a.8: SWT shall review Contractor's payment requests to confirm invoiced work has been completed or purchased. Following review, SWT will notify contractor of required changes or submit approved pay application to Client for payment.

Meetings for Task 5:

- Pre-construction Kick-off Meeting with Selected Contractor
- On-site Observation Meetings (as needed, not to exceed 4)
- One (1) Punch List Site Visit
- One (1) Final Punch List Meeting with Client.

Article 2: Work Not Included in Basic Services

- a) Soils/Geotechnical Investigations
- b) Environmental Impact Statements
- c) Production of As-Built Drawings
- d) Project Survey and Base Mapping
- e) Planning and Zoning / Agency Exhibits
- f) 3-dimensional graphics / models
- g) Signage
- h) Fountains
- i) Resident meetings or presentations

Article 3: Standards

- a) SWT agrees to provide its professional services in accordance to the standards of its profession. SWT agrees to put forth its best efforts to comply with codes, laws and regulations in effect.

Article 4: Extent of Site and Landscape Work

The scope of services specified above will be completed within the site boundaries shown below. His boundary extends 30' beyond the southern top of bank, north to the edge of pavement of the existing basketball courts and shall include the existing bridge:



Article 5: Compensation and Payments

Base Design and Permitting Services

- a) SWT agrees to perform the services outlined in this Agreement for a lump sum fee of **\$47,500.00** not including expenses.
- Schematic Design Phase \$ 5,750.00
 - Design Development Design Phase \$ 13,800.00
 - Construction Document Phase \$ 16,850.00
 - Bidding and Award Phase \$ 3,600.00
 - Construction Administration Phase \$ 7,500.00
- Total Design and Permitting Fee: \$47,500.00**

Supporting Services

The items listed below are services that may be necessary to prepare construction or permitting documents. These services can be contracted by SWT or Client if needed. The costs identified below are maximum anticipated costs for the services. SWT will not proceed with this work without first informing Client in writing that these services are needed, and receiving approval of a scope of services from the Client.

- a) **Geotechnical Report** - Prepare Geotechnical report as necessary to determine soil conditions and slope stability.
- Geotechnical Report - \$5,000.00

This fee will be billed on no more than once every 30 days, and invoice will be based on a percent complete at the time of billing.

- b) Direct expenses, i.e., report materials, personal car mileage, long-distance phone, computer printing, photo copies, photography, blueprinting, delivery service, etc., are not included in the above fees, and will be billed to the Client at cost. Personal car mileage will be billed at the prevailing rate established by the IRS. If sub-consultants are needed for additional work items, they will be mutually agreed upon by SWT and the Client. Billing for SWT fees and reimbursable expenses will be submitted monthly. Payment is due within 30 days from date of invoice. **Our Reimbursable Expense Estimate is \$1,500.00.**
- c) Additional Services will be billed on an hourly basis. See Attachment A for rates.

Article 6: Project Schedule

Project schedule will be defined with SWT Design & Client:

Article 7: Client's Responsibilities

- a) Client agrees to provide SWT with all necessary approved information, surveys, reports and professional recommendations requested by SWT to provide its professional services. SWT may reasonably rely on the accuracy and completeness of these items, however, SWT shall review such information in its capacity as an Client prior to such reliance and shall provide prompt written notice to the Client if SWT discovers as a result of its review or subsequently becomes aware of any errors, omissions or inconsistencies in such services or information.
- b) Client agrees to advise SWT of any known or suspected contaminants at the Project site. Client shall be solely responsible for all subsurface soil conditions unless otherwise agreed to in writing. However, if SWT is informed of the presence of such material by the Contractor or any other person or entity, SWT shall promptly notify the Client of same. Nothing in this paragraph is a waiver of that obligation or of any liability of Client arising from its negligence or willful misconduct in failing to inform the Client of the presence of such materials of which the SWT has been so informed.
- c) Client will be responsible for all necessary permits from authorities having jurisdiction over the Project.
- d) Client agrees to provide the items described in Article 7a and to render decisions in a timely manner so as not to delay the orderly and sequential progress of SWT's services.

Article 8: Cost Opinions

- a) As the Landscape Architect, SWT, has no control over construction methodologies, costs or Contractor's prices, any construction cost opinions are made on the basis of SWT's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that Contractor's proposals, bids or costs will not vary from its estimates.

Article 9: Termination

- a) Client may terminate this Agreement upon seven days written notice.
- b) If terminated, Client agrees to pay SWT for all Basic and Additional Services rendered and authorized Reimbursable Direct Expenses incurred up to the date of termination.
- c) Subject to Article 5 hereof, upon not less than seven days' written notice, SWT may suspend the performance of its services if Client fails to pay SWT in full for services rendered or expenses incurred. SWT shall have no liability because of such suspension of service or termination due to nonpayment.

Article 10: Dispute Resolution

- a) Client and SWT agree to mediate claims or disputes arising out of or relation to this Agreement as a condition precedent to litigation provided a demand for mediation shall be made within a reasonable time after a claim or dispute arises. The parties agree to participate in mediation in good faith. The mediation shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or any other mediation service acceptable to the parties. Mediation fees shall be shared equally. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article 11: Ownership and Use of Documents

- a) Plans, Drawings, Schedules and other documents, including those in electronic form, prepared by SWT or SWT's consultants, if any, are Instruments of Service. Nevertheless, upon execution of this Agreement, SWT grants to the Client a nonexclusive license to use and reproduce SWT's Instruments of Service prepared under this Agreement for the purposes of constructing, using and maintaining the Project, including any additions thereto or extensions thereof; provided that the Client shall comply with all obligations, including payment of all sums when due, under this Agreement. Client shall not use such Instruments of Services for any unrelated project nor make modifications to documents without SWT's written authorization. If this Agreement terminates for any reason prior to the completion of the Project, the Client shall have the right to authorize similarly credentialed design professionals to reproduce, and where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purpose of completing, using and maintaining the Project. Should any of the Instruments of Service be used by any party subsequent to termination of this Agreement, which are incomplete or unfinished, or which are subsequently materially changed, corrected or amended, SWT disclaims any warranty, representation or standard concerning such Instruments of Service, and any subsequent use of incomplete or unfinished or materially changed Instruments of Service is at the risk of Client, and for which SWT assumes no responsibility. Upon the earlier termination of this Agreement, and upon payment for all services performed by SWT as provided by this Agreement, SWT shall deliver to the Client reproductions of all Instruments of Service for the Project which are then in progress and which have not been previously delivered to the Client. If a dispute exists between the Client and SWT regarding any amount claimed due to SWT, SWT shall deliver to the Client the documents referenced above, and upon resolution of such dispute, Client shall promptly pay SWT the amount determined due to SWT, if any.
- b) SWT reserves the right to include representations of the Project in its promotional and professional materials.

Article 12: Governing Law

- a) This Agreement is governed by the law of the State of Missouri.

Article 13: Entire Agreement and Severability

- a) This Agreement is the entire and integrated agreement between the Client and SWT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and SWT.
- b) In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

Article 14: Miscellaneous

- a) Neither party can assign this Agreement without the other party's written permission.
- b) SWT's designated and authorized representative is Jim Wolterman, Co-Founding Principal of SWT Design. SWT shall not replace such representative throughout the term of this Project unless such personnel leaves the employ of SWT or is otherwise unable to perform the services required hereunder. In the event the Client agrees to the replacement of such personnel, or such personnel leave the employ of SWT or are otherwise unable to perform the services required, SWT shall propose substitute personnel with substantially similar qualifications and experience within fourteen (14) days. Such personnel shall be subject to the Client's approval. In the event the Client does not approve such substitute personnel, Client may terminate this Agreement.

Article 15: Indemnification

- a) SWT agrees to indemnify, defend and hold Client harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injury or death, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except where such damages or losses are found by a court or forum of competent jurisdiction to be caused solely by Client's negligent errors or omissions.
- b) To the extent the above described damages or losses are found to be caused solely by Client's negligent errors or omissions, Client agrees to indemnify SWT for such damages and losses.

Article 16: Attorneys' Fees

- a) Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable

sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

Article 17: Waivers of Consequential Damages and Subrogation

- a) Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor SWT nor their respective officers, directors, trustees, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and SWT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- b) In addition, the Client and SWT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.
- c) SWT shall provide and maintain throughout the term of the Agreement the insurance coverage set forth on Attachment B attached hereto to this Agreement and incorporated herein. SWT represents that in determining its compensation for services rendered hereunder, it has had the opportunity to incorporate the costs of such insurance coverage in its fee.

Article 18: No Third Party Beneficiaries

- a) Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except SWT and the Client.

If the foregoing meets with your approval, please indicate this approval by signing the appropriate line below and returning one original for our files. If this agreement is not accepted within 30 days, the offer to perform the described services is withdrawn and shall be null and void.

Sincerely,



Jay Wohlschlaeger, PLA, ASLA
Partner

Accepted:

Signature

Date

Title

Attachment A: Hourly Rate Schedule

SWT Design

Co-Founding Partner	\$165.00
Partner	\$145.00
Sr. Associate	\$105.00
Sr. Designer I	\$120.00
Sr. Designer II	\$105.00
Associate	\$90.00
Staff	\$75.00
Staff II	\$75.00
Administrative	\$65.00

Intuition and Logic

Principal	\$150.00
Project Manager	\$125.00
Engineer	\$95.00
Engineer in Training.....	\$75.00
Administration.....	\$45.00

Attachment B: Insurance Coverage

Upon request and receipt of written acceptance of this contract, SWT will contact their insurance providers and authorize that Certificates of Insurance be sent to:

Megan Fuhler
Project Manager II
Department of Public Works and Parks
6801 Delmar Blvd
University City, MO 63130

RE: Site Improvements – Heman Park – South Drainage, University City, MO

Regarding the proposed project verifying the following coverages:

- General Liability
 - Occurrence \$1,000,000
 - Aggregate \$2,000,000

- Umbrella Liability
 - Occurrence \$2,000,000
 - Aggregate \$2,000,000

- Workers Compensation \$500,000

- Professional Liability
 - Each Claim \$2,000,000
 - Aggregate \$2,000,000

Certificates of Insurance shall be provided upon request within two (2) weeks of acceptance of this contract



Council Agenda Item Cover

MEETING DATE: August 3, 2015
AGENDA ITEM TITLE: Audit Services Contract
AGENDA SECTION: City Manager Report
CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The City used the auditing services of Rubin Brown LLP for FY 2014. The Firm signed a three year contract (FY 2014, FY 2015 and FY 2016) with the City. The estimated cost for the three years was \$40,500, \$41,700 and \$42,900, respectively. At the completion of the FY 2014 audit, the City paid Rubin Brown a total of \$56,500 which represents \$16,000 over the contracted amount. The additional costs were billed due to the additional hours of work that were underestimated by the auditors. Rubin Brown LLP and the City agree that the relationship of independent auditing firm and client should be ended.

Normally the City would put this service up for bid, however due to the extensive changes involved in implementing the “Payroll/Time Attendance” software; we recommended using a firm that is more familiar with the City’s financial system, policies and procedures. We contacted Schowalter & Jabouri, who have provided this service to the City for the past three years, FY 2011, FY 2012 and FY 2013. Their experience and expertise are best shown by the previous year’s audit records.

Schowalter & Jabouri have submitted a proposal for auditing services for the next three years through June 30, 2017. The estimated cost per year is:

FY 2015	\$41,500
FY 2016	\$42,700
FY 2017	\$43,900

RECOMMENDATION: Staff recommends approving a 3-year auditing services contract with Schowalter & Jabouri, P. C. for the audit years of FY 2015, FY 2016 and FY 2017, for \$41,500, \$42,700 and \$43,900, respectively.

ATTACHMENT: Rubin Brown LLP Disengagement Letter
Schowalter & Jabouri, P.C. Auditing Services Proposal



RubinBrown LLP
Certified Public Accountants
& Business Consultants

One North Brentwood
Saint Louis, MO 63105

T 314 290 3300
F 314 290 3400

W rubinbrown.com
E info@rubinbrown.com

May 28, 2015

Ms. Tina Charumilind, Director of Finance
City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63130

Dear Ms. Charumilind:

As we discussed yesterday, after long and careful consideration, we have decided that after providing auditing services to the City of University City (the City) related to the fiscal year ended June 30, 2014, we must end our relationship with you as your independent auditing firm effective immediately. The audit services for the fiscal year ended June 30, 2014 have been fully completed.

We would like to bring to your attention the following items coming due for the City over the next year:

1. The City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015 must be filed for continuing disclosure purposes within 180 days after the end of the fiscal year (December 27, 2015).
2. The City's CAFR for the fiscal year ended June 30, 2015 must be submitted to the Government Finance Officers Association (GFOA) by December 31, 2015 in order to merit consideration for the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
3. The City's single audit report for the fiscal year ended June 30, 2015 must be issued and submitted online to the federal audit clearinghouse by March 31, 2016.

We would like to thank you for your business this past year, and we will be available to meet with the successor auditors, once they have been appointed, as they conduct their procedures in preparation for the fiscal year 2015 audit.

Sincerely,

RubinBrown LLP

A handwritten signature in black ink that reads "Ted Williamson".

Ted Williamson, CPA
Partner



RubinBrown LLP
Certified Public Accountants
& Business Consultants

One North Brentwood
Saint Louis, MO 63105

T 314 290 3300
F 314 290 3400

W rubinbrown.com
E info@rubinbrown.com

May 28, 2015

Ms. Tina Charumilind, Director of Finance
City of University City, Missouri
6801 Delmar Boulevard
University City, Missouri 63130

Dear Ms. Charumilind:

As we discussed yesterday, after long and careful consideration, we have decided that after providing auditing services to the City of University City (the City) related to the fiscal year ended June 30, 2014, we must end our relationship with you as your independent auditing firm effective immediately. The audit services for the fiscal year ended June 30, 2014 have been fully completed.

We would like to bring to your attention the following items coming due for the City over the next year:

1. The City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ended June 30, 2015 must be filed for continuing disclosure purposes within 180 days after the end of the fiscal year (December 27, 2015).
2. The City's CAFR for the fiscal year ended June 30, 2015 must be submitted to the Government Finance Officers Association (GFOA) by December 31, 2015 in order to merit consideration for the GFOA's Certificate of Achievement for Excellence in Financial Reporting.
3. The City's single audit report for the fiscal year ended June 30, 2015 must be issued and submitted online to the federal audit clearinghouse by March 31, 2016.

We would like to thank you for your business this past year, and we will be available to meet with the successor auditors, once they have been appointed, as they conduct their procedures in preparation for the fiscal year 2015 audit.

Sincerely,

RubinBrown LLP

A handwritten signature in black ink that reads "Ted Williamson".

Ted Williamson, CPA
Partner



SCHOWALTER & JABOURI, P.C.

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

11878 GRAVOIS ROAD
ST. LOUIS, MISSOURI 63127
(314) 849-4999
FAX (314) 849-3486

FINANCIAL SERVICES
COMPUTER SOLUTIONS
ADMINISTRATIVE OFFICES

11777 GRAVOIS ROAD
ST. LOUIS, MISSOURI 63127
(314) 842-2929
FAX (314) 842-3483

July 6, 2015

Mr. Lehman Walker, City Manager
Ms. Tina Charumilind, Director of Finance
City of University City
6801 Delmar Blvd.
University City, Missouri 63130

Dear Mr. Walker and Ms. Charumilind:

Thank you for meeting with us on June 23, 2015. We appreciate the confidence you have shown in us by considering to have Schowalter & Jabouri, P.C. perform the audit of your CAFR for the year ended June 30, 2015. We conducted the audit for the years ended June 30, 2011, 2012 and 2013. We were disappointed when another firm was selected for 2014. We sincerely appreciated our relationship with the City and considered you a very important client to us. We are excited about the possibility of working with you and your staff again.

Therefore, for your consideration, I have prepared this letter as a proposal for auditing services for three years through June 30, 2017. We propose to conduct the audit of the CAFR and if required, an A-133 audit at the cost per year as follows:

<u>June 30.</u>	<u>Audit of CAFR</u>	<u>A-133 Audit</u>	<u>Total</u>
2015	\$41,500	Included	\$41,500
2016	\$42,700	Included	\$42,700
2017	\$43,900	Included	\$43,900

These proposed fees take into consideration the additional time required regarding the implementation of new GASB Statements, particularly GASB No. 68 which will require significant changes to the financial statements and increased audit procedures. In addition, we plan to have substantially the same team as before assigned to this engagement and we will complete the audit and issuance of the CAFR by the due date (assuming traditional assistance and cooperation from your staff). Please note that proposed fee for each year is less than the amount proposed by the predecessor auditor.

MEMBERS

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS • MISSOURI SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS
AND GOVERNMENTAL AUDIT QUALITY CENTER • AICPA EMPLOYEE BENEFIT PLAN AUDIT QUALITY CENTER

SCHOWALTER & JABOURI, P.C. IS A MEMBER OF NEXIA INTERNATIONAL, A WORLDWIDE NETWORK OF INDEPENDENT ACCOUNTING AND CONSULTING FIRMS

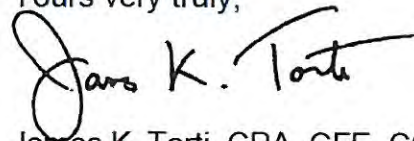
August 3, 2015

K-3-4

Page two
City of University City
July 6, 2015

Thank you for giving us the opportunity to present this information and should you have any questions, please feel free to call me. We have adjusted our schedule so that we can begin some planning procedures immediately upon approval by the City Council.

Yours very truly,

A handwritten signature in black ink that reads "James K. Torti". The signature is written in a cursive style with a large, looping initial "J".

James K. Torti, CPA, CFE, CGMA
Shareholder

JKT/va



Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: Outsourcing Emergency and Non-Emergency Ambulance Transportation Services

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

In July, 2014 the City solicited proposals via a RFP for Emergency and Non-Emergency Ambulance Transportation Services.

Two submissions were received, (Abbott and Gateway). A study session was held with City Council in September 2014. Over the past several months, staff has reviewed the submissions and negotiated with both Abbott and Gateway. Staff has concluded that Gateway will provide the most efficient and effective service to University City residents.

The advantages and benefits of outsourcing emergency and non-emergency services are:

1. The qualifications of the paramedics to provide ambulance services are the same for Gateway and University City.
2. The cost savings for the City and its' residents will exceed \$500,000 annually (in staff and vehicles) following a full year of implementation of the agreement.
3. Overtime for U City Firefighters will be eliminated for the most part (currently about \$200,000 per year).
4. No U City firefighters will lose their jobs.
5. U City will continue to dispatch a fire truck when life is threatened which will bring 3 or 4 additional paramedics to the scene.
6. The City will no longer be responsible for billing which will allow the Finance Department staff to attend to other duties. There are uncollected accounts for approximately \$800,000.
7. Response time for ambulance service will be decreased. Gateway paramedics will already be stationed in their vehicles to be dispatched immediately. U City staff will have to get to their vehicles to leave the firehouse.

8. The U City fire chief will be involved in the selection of Gateway staff to serve in the City.
9. Gateway will provide continuous ambulance service (at the present time if U City's two ambulances are in service, the City must rely on mutual aid).
10. There is provision to terminate the contract for non-performance.

For the reasons cited above, service to residents will be improved by outsourcing emergency and non-emergency ambulance transportation services.

The city attorney has reviewed the agreement.

RECOMMENDATION: Staff recommends that Council authorize the City Manager to enter into the attached agreement for emergency and non-emergency ambulance transportation services.

ATTACHMENTS:

Agreement for Emergency and Non-Emergency Ambulance Transportation Services
Request for Proposals – Emergency Medical Services
Financial Information – Ambulance Services



AGREEMENT FOR EMERGENCY AND NON-EMERGENCY
AMBULANCE TRANSPORTATION SERVICES

This Agreement for Emergency and Non-Emergency Ambulance Transportation Services ("Agreement") is made and entered into by and between Gateway Ambulance, LLC ("Gateway") and the City of University City, Missouri ("Customer"), a municipality/political subdivision of Missouri, effective Sunday 8/30/15 (or sooner).

RECITALS:

- A. Gateway is a provider of certain emergency and non-emergency ambulance transportation, treatment, and related services.
- B. Customer desires to contract with Gateway to provide emergency and non-emergency ambulance transportation, treatment, and related services to those who reside, work, shop, visit, or otherwise find themselves within the borders of University City.
- C. Gateway desires to provide Customer with such services and has the necessary equipment, training, expertise, professional certifications, and licenses to do so.
- D. Service area is the City of University City. Response times are based on actual city limits.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Services. Gateway agrees to provide Customer, on an exclusive basis, with EMS transportation, treatment, and related services in accordance with the description and definitions the parties have mutually agreed upon and detailed in Exhibit A and in accordance with the terms and conditions set forth in this Agreement. These Services shall be rendered by Gateway to all areas located inside the Service Area of the Customer, which is the geographic area of the City of University City.
2. Certifications and Licenses. Each party shall maintain all certifications and licenses as required by all Applicable Law as defined herein to perform its obligations hereunder.

3. Qualifications to Participate in Federal and State Healthcare Programs. Both parties represent and warrant that (a) neither it nor any employee, agent, or independent contractor provided under this Agreement is excluded from participation under any Federal Health Care Program for the provision of items or services for which payment may be made under a Federal Health Care Program; (b) neither it, nor any employee, agent, or independent contractor provided under this Agreement has been convicted of a felony relating to health care fraud as defined under 42 U.S.C. § 1320a-7(a)(3); and (c) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7(c) has occurred or is pending or threatened against either party or to its knowledge against any employee, agent, or independent contractor engaged to provide items or services under this Agreement (collectively “Exclusions / Adverse Actions”). During the term of this Agreement, each party agrees to notify the other party in writing of any Exclusions / Adverse Actions within ten (10) days of learning of any such Exclusions / Adverse Actions and provide the basis of the Exclusions / Adverse Actions. Each party acknowledges that the exclusion of any employee, agent, or independent contractor from participation in the Federal Health Care Programs shall result in his or her immediate removal from the performance of duties and responsibilities for the other party under the terms of this Agreement. Each party acknowledges and agrees that any Exclusions / Adverse Actions of it or against it or any employee, agent, or independent contractor, utilized directly or indirectly, in the performance of this Agreement may serve as the basis of an immediate termination of this Agreement by the other party. For the purposes of this Agreement, a “Federal Health Care Program” shall mean any plan or program providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or in part, by the United States Government (other than the Federal Employees Health Benefits Program), or any State health care program and shall include, by way of example, the Medicare and Medicaid programs.
4. Insurance. Gateway has comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance each in the face amount of at least \$1 million per person/\$2 million per occurrence and workers’ compensation insurance in the statutory required amounts. Gateway will maintain insurance for the life of the Agreement.
5. Patient Records and Information. Gateway and Customer agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended (“HIPAA”), in the event either party receives patient records or information (Protected Health Information as defined by HIPAA).
6. Ownership of Records and Confidential Information. In addition to protected health information, as defined in 45 C.F.R § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (“Protected Health Information”), during the course of performing this Agreement, each party may from time to time receive confidential information about the other, including but not limited to information about the other party’s customers, patients, practices, procedures, strategies, organization, financial, and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled, or otherwise related to Gateway’s performance of services hereunder are and shall be the property of Gateway. Gateway’s copyrighted materials and procedures shall be and remain the sole property of Gateway. If a party is served with a subpoena or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after the receipt) notify the supplying party and shall cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.

7. Availability of Information. During the term of this Agreement and pursuant to any record retention law or regulation the parties are subject to, each party shall make available upon written request of the other, to the Secretary of the Department of Health and Human Services, or to the Comptroller General of the United States, or of any duly authorized representatives of any government agency, this Agreement and the books, documents, and records of the party that are necessary to certify the nature and extent of the costs of this Agreement and/or compliance with the law.

8. Warranties and Representations.

a. Gateway warrants and represents (i) that it shall perform its services in accordance with industry standards; (ii) that to the best of its knowledge, all goods and services reflected in its billing have been furnished to such patient; and (iii) it shall perform all its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all applicable Law, including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. § § 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. § § 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § § 1320d through d-8, as amended. Customer acknowledges that it has received copies of Gateway's Code of Ethics and Business Conduct and Gateway's Anti-Kickback Policy.

b. Each party represents and warrants to the other that (i) it has the right to enter into this Agreement, to grant the rights granted in this Agreement and to perform fully all of the services and obligations contemplated by this Agreement; (ii) all necessary laws, consents, resolutions, and corporate/political actions have duly authorized the execution and performance of this Agreement, and this Agreement constitutes a valid and enforceable obligation of each of the parties; (iii) the person entering into this agreement is authorized to sign this Agreement on behalf of the party; and (iv) the parties have reviewed this Agreement with their respective legal counsel to the party's satisfaction or voluntarily waived their right to do so. The parties acknowledge that the Health Insurance Portability and Accountability Act of 1996 (collectively "HIPAA") apply to the activities described in this Agreement, and that Gateway is a "covered entity" as that term is used in HIPAA. In that regard, the parties acknowledge and warrant to each other that their respective activities undertaken pursuant to this Agreement shall conform to HIPAA no later than the effective date of such requirement.

c. Customer warrants and represents that (i) all information supplied to Gateway shall be true, accurate, and complete, and in the event that such information or representation(s) made herein become inaccurate or incomplete, Customer will promptly notify Gateway in writing of such occurrence; and, (ii) it shall perform all of its obligations and maintain all records and patient information used for the performance of services under this Agreement in compliance with all Applicable Law, including but not limited to the Fair Debt Collection Practices Act, 15 U.S.C. § § 1601 *et seq.*, as amended, any applicable state Consumer Protection laws, as amended, the Bankruptcy Code, 11 U.S.C. § § 101 *et seq.*, as amended, and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § § 1320d through d-8, as amended.

9. Data Collection and Reporting Required. Gateway's data collection and reporting systems shall meet mutually agreed upon reasonable standards. Gateway will provide Customer monthly response reports no later than the 10th day of the following month. These reports will identify the date and time record of each assignment, their location, whether a patient is transported, and if so, the hospital destination. A statistical summary will provide the 90th percentile response

time, the percentage of non-transport, and the incidence of concurrent University City 911 calls. Gateway agrees to meet with the representative of Customer on a regular basis, at mutually acceptable times, to review policies, procedures, and quality issues.

10. Third Party or Patient Payment. Gateway reserves the right to bill Medicare, Medicaid, third party payers, or the patient, including any co-payments or deductibles, at its full general public rates and charges for Services (see Exhibit B for current rates).
11. Rate Adjustments. Gateway may adjust Gateway's rates and charges for Services from time to time.
12. Fair Market Value. This Agreement has been negotiated at arm's length and in good faith by the parties. Nothing contained in this Agreement, including any compensation paid or payable, is intended or shall be construed: (i) to require, influence, or otherwise induce or solicit either party regarding referrals of business or patients, or the recommended ordering of any items or services of any kind whatsoever to the other party or any of its affiliates, or to any other person or otherwise generate business between the parties to be reimbursed in whole or in part by a Federal Health Care Program, or (ii) to interfere with a patient's right to choose his or her own health care provider.
13. Indemnification. Neither party agrees to indemnify or hold harmless the other party. However, to the extent provided by law, each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result from or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party, its employees or representatives, in the performance or omission of any act of responsibility of that party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. This provision shall survive the termination of this Agreement.
14. Term of Agreement and Renewal Provisions. This Agreement shall commence on the Effective Date of this Agreement and continue for a period of 5 years. Thereafter, the Agreement shall automatically renew for periods of one (1) year unless either party provides the other party with sixty (60) days' written notice of its intent to not renew the term. Gateway may terminate this Agreement at any time upon sixty (60) days' written notice to Customer.
15. Termination for Default. Customer may terminate this Agreement upon a default of Gateway. A 'default' is a material breach of the service requirements of this Agreement. Customer must provide written notice of such default to Gateway and if Gateway does not cure such default in 60 days or raise reasonable contractual, legal, or equitable defenses to such default the Agreement may be terminated.
16. Regulatory Changes. Gateway reserves the right to modify this Agreement upon Sixty (60) days' written notice to Customer in the event any Applicable Law, government policy, or program change is passed or adopted affecting Gateway's rates, provisions of services, and/or obligations.
17. Compliance With Anti-Kickback Statute. Each party shall comply with the Federal Health Care Programs' Anti-Kickback Statute (42 U.S.C. § 1320a-7b) and any applicable regulations promulgated thereunder. The parties further recognize that this Agreement shall be subject to the amendments of the Anti-Kickback Statute or any of its applicable regulations. In the event August 3, 2015 the provisions of the Anti-Kickback Statute or its regulations invalidate, or are

otherwise inconsistent with the terms of this Agreement, or would cause one or both parties to be in violation of the law, the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the Statute and its applicable regulations.

18. Compliance With Applicable Law. Both parties agree to be in full compliance with all Applicable Law and shall immediately notify the non-breaching party in the event it has failed to comply with this section. In such an event, the non-breaching party may terminate this Agreement by providing sixty (60) days' written notice.
19. Exclusion of Certain Damages. Notwithstanding any provision in this Agreement to the contrary, in no event shall either party and its affiliates or any of their respective officers, directors, members, shareholders, employees, agents, or subcontractors be liable to the other party or any third party for lost profits, special, consequential, incidental, or punitive damages, regardless of the basis of the claim, whether in contract, tort, strict liability, or other legal or equitable theory, whether or not the party has been advised of the possibility of such damages.
20. Independent Contractor. Gateway is an independent contractor and nothing in this Agreement shall be construed as creating an employment relationship, agency, partnership, or joint venture between the parties. Each party shall control and direct the methods by which it performs its responsibilities hereunder. Except as provided herein, neither party is authorized to act on behalf of the other in any other matter whatsoever. In the event of medical necessity, Customer personnel may be requested to assist Gateway in the continued medical care medically necessary for the care of the patient by accompanying the patient during Gateway transportation. Under no circumstances shall Customer's employee be considered an employee of Gateway.
21. Waivers. The failure by either party to insist on strict performance by the other party of any provision of this Agreement shall not be a waiver of any subsequent breach of default of any provision of this Agreement.
22. Governing Law. This Agreement shall be subject to and governed according to the laws of the State of Missouri, regardless of whether either party is or may become resident of another state. The parties agree that the venue and jurisdiction shall be exclusively in the State and Federal Courts located in the County of Saint Louis in the State of Missouri.
23. Compliance With Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Agreement shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. § 1320a-7b), as amended.
24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns, or other legal representatives.
25. Assignment. Neither party may assign its rights or obligations under this Agreement to a third party without the prior written consent of the other party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void. This Agreement shall be binding upon and for the sole benefit of the parties hereto and their respective successors and permitted assigns.
26. Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect August 3, 2015, so would clearly violate the present legal and valid intention of the parties hereto. K-4-7

27. Survival. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination.
28. Force Majeure. Either party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond its control and without fault, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, terrorism, explosion, or inability due to any of the aforementioned causes to obtain labor, materials, roadways, or facilities. In addition to the above, Gateway shall be excused for failures and delays in performance of its obligations under this Agreement due to adverse weather conditions, natural physical barriers, such as mountains, hills, or washes, traffic conditions, natural disasters, and/or other limitations of access to the person requiring Services. Such conditions may impede, effect, or block Gateway's efforts to provide Services and/or ability to utilize some or all of its Services' equipment. Nevertheless, each party shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed and shall notify the other party of the problem.
29. Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and deposited with the United States Postal Service, postage pre-paid, registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service, addressed as follows:

To Gateway :

Gateway Ambulance
 1530 Fairview Ave
 St. Louis, MO 63132
 Attn: Director

To Customer:

City of University City
 6801 Delmar Blvd
 University City, MO 63130
 Attn: City Manager

Either party may change the notification addresses listed above with proper written notice.

30. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter thereof and supersedes any previous agreements or understandings, whether oral or written.
31. Amendments. Any amendments to this Agreement shall be effective only if in writing and signed by authorized representatives of both parties.
32. Execution by Facsimile; Delivery of Original Signed Agreement. This Agreement may be executed by facsimile, and shall be deemed effectively executed upon the receipt by both parties of the last page of this Agreement duly executed by the other party. Each party to this Agreement agrees to deliver two original, inked and signed Agreements within two days of faxing the executed last page thereof.
33. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
34. No Third Party Beneficiary. Neither party intends in any manner whatsoever to create an interest or beneficiary in a third party.

35. Exhibits. All Exhibits referenced herein are incorporated into this Agreement in their entirety. "Agreement" when used throughout this Agreement shall include all referenced Exhibits.
36. IP and Publicity Provision. Nothing in this Agreement is intended to grant a license or any rights of any nature whatsoever to Gateway's intellectual property. Customer shall not use any trademarks, service marks, visual product representations, trade names, logos, or other commercial or product designations of Gateway, or disclose without Gateway's express prior written consent. Customer shall not identify or make reference to Gateway in any communication, advertising, and/or other promotional modality, regardless of its form, without explicit prior written consent from Gateway.
37. FCC Compliance. Gateway acknowledges that the FCC license is held by Customer and that any shared transmitter use under this Agreement and pursuant to Section 90.179 of the FCC's Rules shall be subject to Customer's control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives on the day and year first above written.

"Gateway"

"Customer"

Name / Title

Name / Title

EXHIBIT A

Description of Responsibilities includes, but is not limited to:

1. Customer will direct all University City PSAP E911 EMS calls to Gateway as well as any non-emergency medical requests Customer receives.
2. Gateway will dedicate two (2) type III KKKKA1822 compliant advanced life support (ALS) ambulances within the corporate boundaries of the Customer on a 24/7 basis to be used exclusively at Customer's direction and dispatch ("U City 1 and 2").
3. Gateway will staff each ambulance (provisioned under this agreement) with one (1) emergency medical technician (EMT) and one (1) emergency medical technician – paramedic (EMT-P).
4. Gateway will assume sole responsibility for managing day-to-day operations in support of Customer's E911 EMS service, including field operations, billing, collections, purchasing, facility and equipment maintenance, hiring, firing, and training of field personnel, and other operational functions.
5. Customer will provide no financial subsidy to Gateway pursuant to the provision of service as outlined in this agreement.
6. Service shall be provided in accordance with prevailing industry standards of quality and care applicable to medical transportation services. Gateway will meet or exceed the most recent National Fire Protection Association (NFPA) response time standards for ALS resource response as outlined in NFPA 1710. In addition, Gateway will meet or exceed an average response time of 4 minutes 30 seconds within three (3) months of the effective date of this Agreement and each month thereafter.
7. The 12.5 hour deployment times and staging points within University City will be reviewed for response time effectiveness and actual demand experience every three (3) months following the execution of this Agreement, or more frequently if needed, and adjusted as necessary.
8. Gateway will deploy additional ambulances on an as needed basis to Customer during times of high demand, mass casualty incidents, or disaster response. An additional Gateway ambulance will be deployed as needed to maintain at least one ALS ambulance within the boundary of University City when U City 1 and 2 are already running calls.
9. Gateway will deploy additional ambulances on an as needed basis pursuant to any mutual aid commitments of the Customer.

10. Gateway will utilize portable P25 800 MHz radios for purposes of direct communication of Gateway ambulances (provisioned under this agreement) with the Customer's PSAP.
11. Gateway shifts for U City coverage will be filled according to existing shift bidding process. Customer may sit on Gateway's EMS personnel selection board when considering candidates for ambulance crews providing service under this agreement. Gateway will make every effort to keep the same personnel on the ambulances provisioned per this agreement.
12. Customer may request removal and replacement of an ambulance crew member who exhibits behavior that reflects negatively on the Customer. Gateway will make every effort to comply.
13. Gateway Paramedics and Emergency Medical Technicians will maintain proper licensing by the Missouri Department of Health & Senior Services/Bureau of Emergency Medical Services.
14. Gateway Paramedics and Emergency Medical Technicians will complete annual skill proficiency testing by St. Louis University Hospital physicians as well as monthly audit/review and didactic training.
15. Customer reserves the right to deploy (in addition to the Gateway deployed ambulance) its own Paramedics (usually an engine company) when a call is found to be life threatening. Customer Paramedics will assume command/control when on site. However, should patient require transport, Gateway protocols will be in effect once patient is loaded into ambulance, continuing through completion of transport.
16. Gateway will allow Customer Paramedics to "ride along" on hospital runs.
17. Customer will determine best posting of Gateway ambulances provided under this agreement. Three positions will be determined. An east/west dual posting for a two (2) ambulance configuration and a central posting for a single ambulance configuration. See Exhibit C for the locations of the east/west and central postings within the City of University City.
18. Gateway, when in a two (2) ambulance configuration as provided under this agreement and one (1) ambulance leaves its posting (for dispatch, vehicle maintenance, lunch, fueling, shift change, etc.), will roll the second ambulance to the central posting.
19. Customer provided supplies, when treating a patient that will be billed by Gateway, will be replaced by Gateway when possible.

Exhibit B



Gateway Ambulance Service LLC

EMS Billing
Procedures & Rates

Gateway Ambulance Service LLC has established the following rates for various ambulance service charges. At any time, in accordance with the Service Agreement, Gateway Ambulance Service LLC may modify these rates and/or billing procedures, with proper notice.

Additional instructions regarding billing procedures and rates are located near the end of this document.

Gateway Ambulance Service LLC's current rate schedule (the "Chargemaster") begins on the next page.



Gateway Ambulance Service LLC

EMS Billing
Procedures & Rates

Chargemaster Item	Rate	Medicaid	Medicare
ALS Emergency Mileage	15.00	15.00	15.00
ALS Non-Emergency Mileage	15.00	15.00	15.00
ALS1 Emergency Base Rate	869.00	869.00	869.00
ALS1 Non-Emergency Base Rate	742.00	742.00	742.00
ALS2 Base Rate	950.00	950.00	950.00
Adenosine 6mg	79.28	*	*
Albuterol Sulf 3mL	4.84	*	*
Amiodarone 50mg	34.93	*	*
Aspirin 81mg	3.84	*	*
BLS Emergency Base Rate	700.00	700.00	700.00
BLS Emergency Mileage	15.00	15.00	15.00
BLS Non-Emergency Base Rate	510.00	510.00	510.00
BLS Non-Emergency Mileage	15.00	15.00	15.00
Bandage Triangular	4.89	4.89	*
CCollar	45.19	*	*
CCollar Infant	32.31	*	*
Cold Pack	7.08	7.08	*
DEFIBRILLATION	307.02	*	*
DUO NEB	42.41	*	*
Dextrose 25%	16.24	*	*
Dextrose 50%	14.88	*	*
Diphenhydramine	10.27	*	*
EKG	85.07	*	*
EPIPEN Adult	257.21	*	*
EPIPEN Pediatric	234.37	*	*
Epinephrine	14.31	*	*
Flight Crew Only	150.00	*	*
GLUC TEST STRIP	59.74	*	*
GLUCOSE BOOST	12.17	*	*
Gauze 4x4	2.97	*	*
Glucagon 1mg	266.28	*	*
Head Immobilizer	33.03	*	*
Hydromorphone, 2mg	52.99	*	*
IMMOB ADULT	71.02	*	*
IMMOB INFANT	55.02	*	*
IMMOB PED	68.02	*	*
INTUBATION	276.92	*	*
IV ADMIN	158.74	*	*
Lidocaine 2%	14.51	*	*
Morphine 10mg	55.49	*	*
NON COVERED MILES	15.00	15.00	15.00
Naloxone 2mg	48.08	*	*
Nitrostat 0.4mg	4.79	*	*
OB Kit	38.51	*	*
OXYGEN	35.00	35.00	*
Ondansetron 2mg	4.92	*	*
Phenergen	14.57	*	*
Restraint Strap	25.83	*	*
SCT Emergency Base Rate	1098.00	1098.00	1098.00
SUCTIONING	48.52	*	*
Sodium Bicarb	15.85	*	*



Gateway Ambulance Service LLC

**EMS Billing
Procedures & Rates**

Chargemaster Item	Rate	Medicaid	Medicare
Solution NaCl 500mL	8.70	*	*
Splint Wire Ladder	37.32	*	*
Sterile Water 500mL	11.97	*	*
Syringe Atropine	17.19	*	*
Syringe Naloxone	48.08	*	*
Syringe and Needle	3.27	*	*
Thiamine 100mg	47.90	*	*
Vasopressin	17.95	*	*

* indicates that charges are waived.

Medicaid patients are only billed the indicated charges.

Only one base rate charge shall be applied to each account.

Base rate and mileage charges shall be applied in accordance with guidelines established by the Center for Medicare & Medicaid Services.

Gateway Ambulance Service LLC instructs its billing agent(s) to assign/adjust off all amounts as permitted or required by Federal and State law and applicable payment policy.

The BLS Emergency Base Rate and supplies used shall be applied to all accounts where the patient has been determined as deceased on Scene after the dispatch but before the patient has been loaded onboard the ambulance. No mileage will be charged in that case. If the patient is determined as deceased after pickup but prior to arrival at the receiving facility, the medically necessary level of service will be billed. In that case, it would be at least ALS-1 Emergency if a paramedic assessment was performed, or other ALS interventions where provided. Loaded mileage may also be billed in accordance with Federal and State law and applicable payment policy.

Unless determined Dead on Scene, patients that are not transported by ambulance are not billed.

Supply and procedure charges should be billed for attempted procedures (IV, intubation, bone needles), even if the attempt is not successful, unless otherwise prohibited or excluded by the Chargemaster.

EXHIBIT C

Ambulance posting locations:

West Posting – Ruth Park Golf Course Parking Lot:



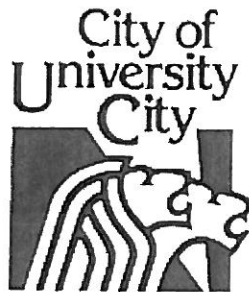
Central Posting – Herman Park (Midland at Shaftsbury Parking Lot):



East Posting – Parking Lot Behind Cicero's



City of University City
Request for Proposals
Emergency Medical Services



Start of Service Delivery To Be Determined by Contract Negotiations

Submission Due Date: August 15, 2014
10:00 a.m.

RFP Contact
Lehman Walker, City Manager
City of University City
6801 Delmar Blvd.
University City, MO 63130
Phone: (314) 505-8534
Email: lwalker@ucitymo.org

REQUEST FOR PROPOSAL EMERGENCY MEDICAL SERVICES

Section I - Introduction

General Information:

The City of University City (the 'City') is soliciting Proposals from experienced and qualified Emergency Medical Service (EMS) providers (the 'Providers') for the provision of exclusive E911 initiated Advanced Life Support (ALS) ground ambulance EMS in the City.

Providers are encouraged to use creativity and innovation in their proposals while also documenting the processes and methodology envisioned to meet the service parameters outlined in this RFP.

The City considers this as more of a partnership than an outsourced service. If, and only if, a Proposal is found to be mutually beneficial and acceptable to the City and the Provider will the City enter into contract negotiations with that Provider. When encountering the phrase "to be determined" in this document, assume that the City and the Provider will discuss the reference extensively before entering into a contract.

The City's fiscal year runs July 1 to June 30.

The start date for EMS is to be set by mutual agreement between the City and the Provider and is anticipated to begin in January 2015.

This RFP does not commit the City to award a contract nor to pay costs incurred by the Provider in the preparation of a Proposal responding to this request.

The City asks that all interested Providers send a short email to Lehman Walker, City Manager, (lwalker@ucitymo.org) declaring that interest.

All questions about this RFP shall be submitted by email to the City Manager. These questions along with the responses will be shared with all interested Providers.

Proposals shall be electronically submitted with a subject line of "EMS Proposal" to:

Lehman Walker, City Manager
lwalker@ucitymo.org
6801 Delmar Blvd
University City, MO 63130
314.505.8534

Proposals are due by 10:00 a.m. on Friday, August 15, 2014. Proposals received after the submission deadline will not be accepted. Fax proposals will not be accepted.

City Background:

The City is an inner ring suburb on the western boundary of the City of St. Louis, MO. The City is considered a residential community with a diverse racial and religious population. There are approximately 35,400 residents (2010 U.S. Census) and 18,000 housing units in the City. The area of the City is approximately six (6) square miles.

The City has three major east/west thoroughfares: Olive, Delmar, and Forest Park. North/south vehicular traffic is served by I-170, North & South, Hanley, Midland, Big Bend, Kingsland, Pennsylvania, and Skinker (just east of our city limits).

The City has a small manufacturing base mostly related to construction materials.

Major employers include: The Gatesworth, Wiese Planning & Engineering, Winco Window, Warrior Building Products, Schnuck's, Walgreens, and the restaurants in the Loop.

The City shares essentially the same boundary as the School District of University City which maintains 7 schools (PreK to 12) with an enrollment of over 3,200 students.

The City is home to numerous residential care and skilled nursing facilities. The largest facilities are: Gatesworth Community (residential care), McKnight Place Extended Care (skilled nursing), McKnight Place Assisted Living (residential care), and Ackert Park (skilled nursing).

Section II – Dispatch Information

Dispatch:

The City's police department hosts a primary PSAP (public service answering point) at 6801 Delmar to which all land lines within City boundaries are directed when dialing 911. Also, all cell towers within City boundaries direct 911 traffic to the City PSAP. Dispatch software is provided by Huber and Associates.

In the event that EMS is outsourced, we anticipate the dispatch process to stay essentially as it exists today. The City's dispatchers will continue to coordinate first responder movements. When an ambulance is required, the City dispatcher will contact the Provider to fulfill that request. In life threatening situations (breathing issues, lack of pulse, etc.) the City will dispatch a fire apparatus in addition to an ambulance as is current protocol.

Call Volume and Type:

During Fiscal Year 2013 the City handled 3,880 of 911 EMS calls. Of those calls 2,595 resulted in transports. The remaining calls breakdown as follows:

- Non-transport - 647
- Treat/non-transport - 48
- Private ambulance - 1
- Private vehicle - 13
- Unfounded patient - 576

Approximately 900 of these calls also included a fire apparatus dispatch.

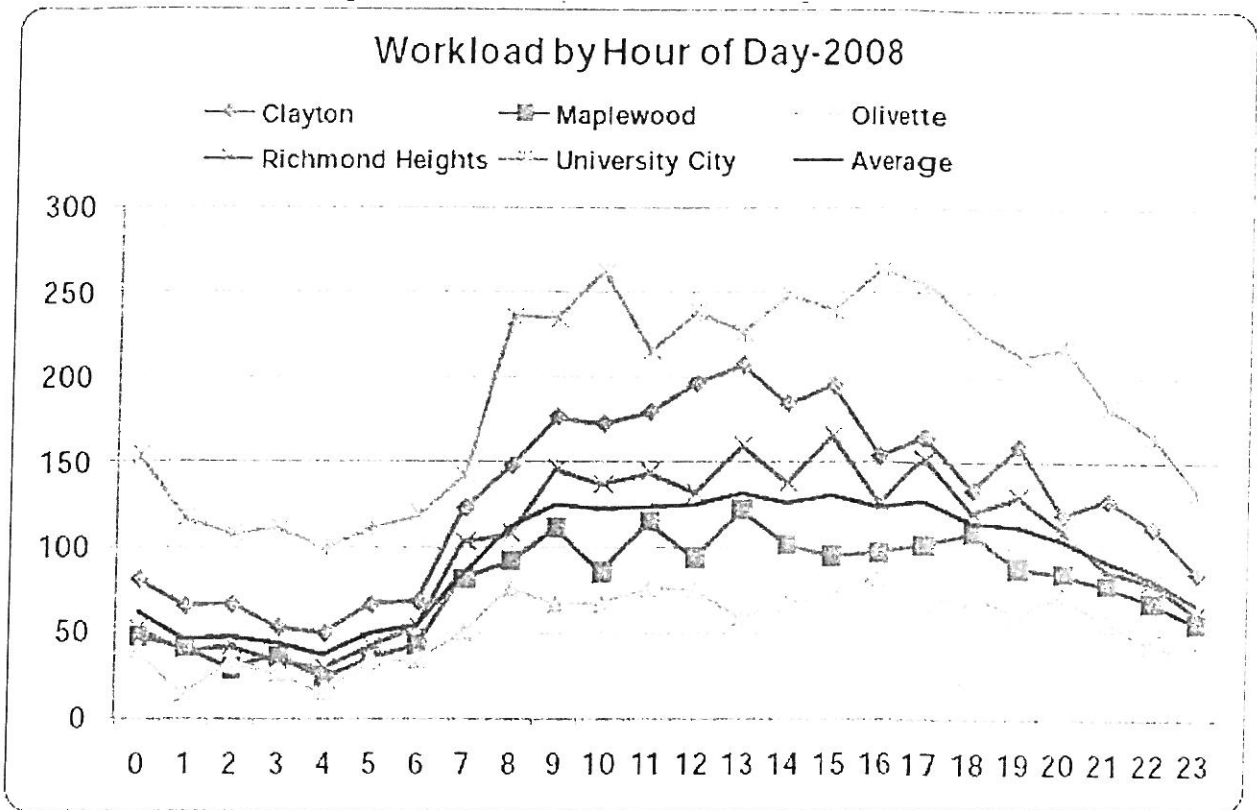
FY 2012 Ambulance Calls – 4,214

FY 2011 Ambulance Calls – 4,145

This information is not to be construed as anything other than historical. The City cannot guarantee call volumes.

Call Distribution:

The following graph was pulled from a 2009 fire study commissioned by the City. It is of all department calls, fire plus EMS, but should give a general idea of work load spread.



Section III – Financial Information

Billing and Collections:

The current City ordinance concerning ambulance billing:

Section 2.68.020 - Fees for use of city ambulance service.

Any person using the facilities of the city ambulance shall be charged the amount of six hundred sixty dollars (\$660.00) for each such use. In addition to such base fee, there shall be a fee of eight dollars and forty cents (\$8.40) per mile for each transport to a hospital. When a city paramedic provides treatment to a person but the city ambulance does not transport the person, the fee shall be one hundred sixteen dollars (\$116.00). In the event a city ambulance responds to a mutual aid reciprocal jurisdiction, the city may charge such fees that such jurisdiction charges.

(Ord. 6659 § 1, 2006)

To be determined how this will be affected by outsourcing.

Last four years of City net ambulance revenue:

FY 2010 - \$730,000

FY 2011 - \$613,000

FY 2012 - \$930,000

FY 2013 - \$718,000

Note: These are cash basis numbers less refunds for duplicate payments and the 7% fee due our billing provider, Mediclaims.

Provider will assume all billing and collections under outsourced EMS. It is the City's goal for no additional subsidies to be required.

Financial Stability:

Any Provider that partners with the City must be on firm financial footing. You may address this in your proposal or wait until further due diligence is required.

Section IV – Service Delivery Information

Mutual Aid:

The City provides ambulance assistance to neighboring communities on the order of 20-40 times annually. To be determined how this may continue under outsourced EMS.

Ambulances:

Each ambulance must be ALS (advanced life support) equipped. Each ambulance must have been manufactured to meet or exceed KKK1822 standards and must be of chassis type I or type III (type I preferred). Each ambulance shall include the ability to communicate at all times with the City's dispatch center.

Staffing:

Each ambulance will be staffed with a minimum of two (2) licensed EMT's, with at least one EMT licensed in the State of Missouri as an Emergency Medical Technician - Paramedic (EMT-P).

Response:

Ambulance response must be equal to or less than seven (7) minutes at the 90th percentile for all In-City calls (calculated monthly). Response begins when Provider is fully notified by City dispatch of the call details. It is preferred that two (2) in service ambulances are stationed in the City 24x7. At this time we cannot offer our engine houses as basing locations.

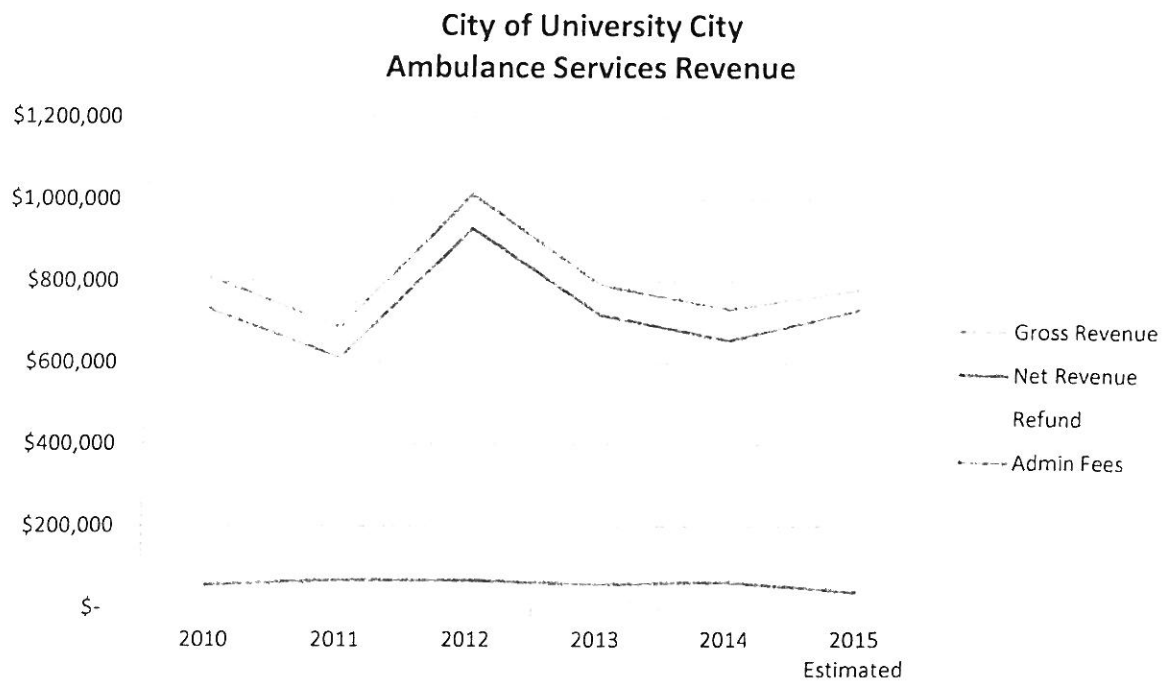
Experience:

Provider must assure the City that it possesses the qualifications to ably provide EMS. Our citizens are accustomed to a high level of service and professionalism and will accept no degradation of EMS. Please make the case that you can meet or exceed these expectations.

Special Events:

If the sponsor of a special event wants a dedicated standby ambulance at the event, the Provider may enter into a separate agreement with the sponsor for the provision and payment of such services. Nothing herein shall excuse the Provider from satisfying its obligation to the City.

City of University City				
Ambulance Services				
FY	Gross Revenue	Refund	Admin Fees	Net Revenue
2010	\$ 808,816	\$ 22,071	\$ 56,340	\$ 730,405
2011	687,322	5,993	68,510	612,819
2012	1,012,322	13,877	68,812	929,633
2013	791,335	14,463	59,057	717,815
2014	732,230	11,416	64,963	655,851
2015 Estimated	780,000	10,000	40,000	730,000



Firefighter salary and benefits

Base salary		\$	70,000
Medicare	1.45%		1,015
Medical Ins.			6,145
Workers Comp.	5.80%		4,000
Life insurance	.18/1,000		200
Disability	.47/100		300
Pension Contribution	16.10%		11,270
		\$	<u>92,930</u>
12 firefighters		\$	<u><u>1,115,160</u></u>

Equipments - Fire Department

Stretchers (3)		\$	41,820.00
Ambulance (2)			408,150.00
Ambulance (reserve)			204,000.00
Turn out gear (12)			28,600.00
Uniforms (12)			4,050.00
SCBA gear (12)			82,550.00
Boots & Gloves (12)			3,200.00
Helmets (12)			4,100.00
Gentec (computer laptop-2)			10,200.00
Radios			300.00
medical Supplies			55,000.00
Harzardous Waste pick up			8,200.00
Mobile phones			1,800.00
Codered programming			4,300.00
		\$	<u><u>856,270.00</u></u>



Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: Stop for Pedestrians - The Lofts of Washington University

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed the request from Andrew McCready to install a "Stop Here for Pedestrians" sign on the alley located behind 6241/6263 Delmar Blvd building at the pedestrian walkway recently built at The Lofts of Washington University in St. Louis.

Due to the increased amount of pedestrian and bicycle traffic using the walkway connecting Enright and Delmar and the increased amount of complaints from pedestrians, regarding vehicular traffic not yielding to pedestrians and bicycles on walkway, the stop for pedestrians sign is recommended to be installed as requested. See attached Staff Report.

At the April 2015 Traffic Commission meeting, the Traffic Commissioners reviewed the request to create the new location as a stop for pedestrians and recommended approval by the City Council.

RECOMMENDATION:

Staff recommends approval of this request; amending the University City Traffic Code, Schedule VI, Vehicles required to Stop.

ATTACHMENTS:

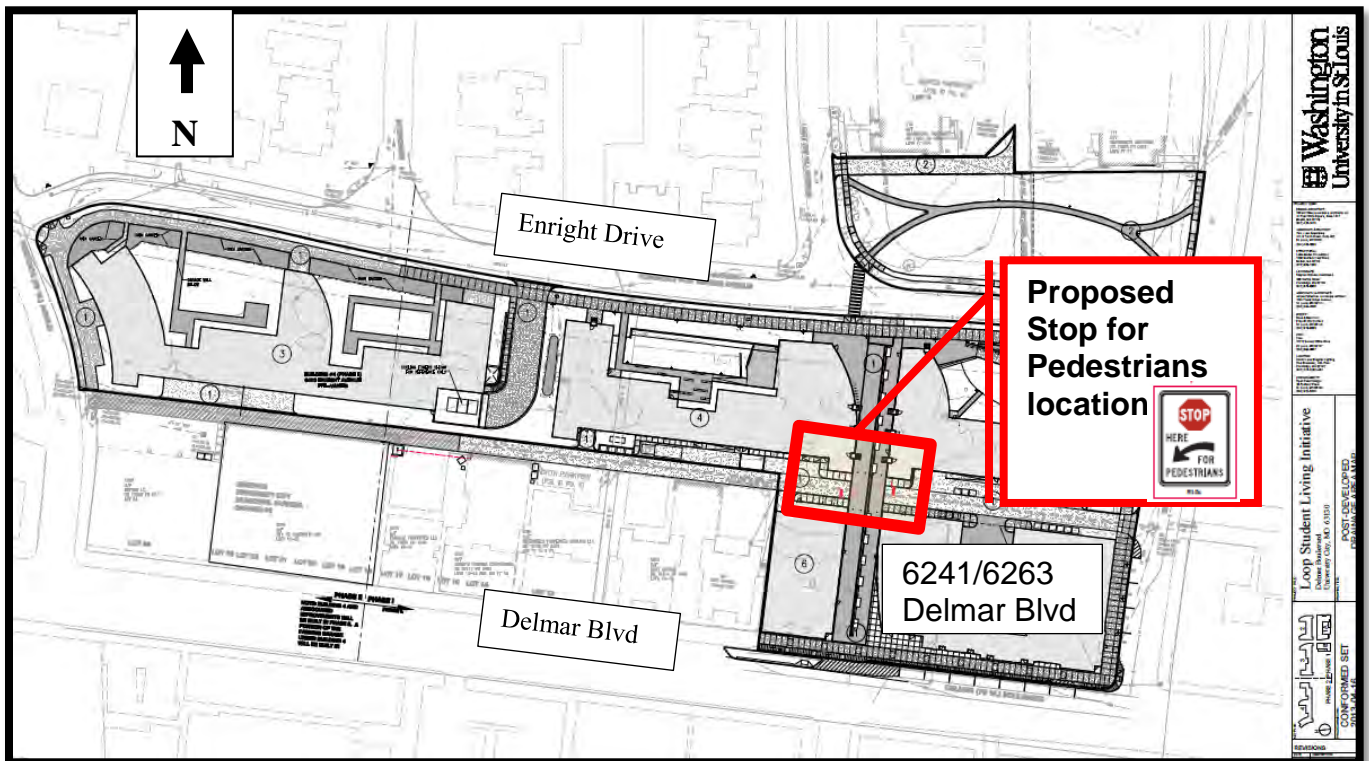
- Staff Report
- Bill amending the Schedule VI of the Traffic Code.
- Draft Traffic Commission minutes April 8, 2015.

STAFF REPORT

MEETING DATE: April 8, 2015
APPLICANT: Andrew McCready – Washington University in St. Louis
Location: Alley behind 6241/6263 Delmar Blvd building
Request: Approve a “Stop Here for Pedestrians” sign on the alley at the pedestrian walkway
Attachments: Traffic Request Form

Existing Conditions:

6241/6263 Delmar Blvd – Washington University in St. Louis - Site Plan



6241/6263 Delmar Blvd – Washington University in St. Louis – Proposed Stop for Pedestrian



Currently there are “Yield to Pedestrian” signs at this location. These signs were installed when the phase 1 of the project was completed.

Facts:

- Increased amount of pedestrian and bicycle traffic using the walkway connecting Enright and Delmar
- Increased amount of complaints from pedestrians, regarding vehicular traffic not yielding to pedestrians and bicycles on walkway

The safety concerns have increased as more pedestrians are walking on the area and will continue to increase with nicer weather.

Request:

Approve a “Stop Here for Pedestrians” sign on the alley at the pedestrian walkway.

Conclusion/Recommendation:

Based on the facts listed above, it is recommended to install the Stop for Pedestrians at the proposed location. The University City Traffic Code, Schedule VI, Vehicles required to Stop will need to change.



Traffic Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

CITY OF UNIVERSITY CITY MINUTES OF THE TRAFFIC COMMISSION April 8, 2015

At the Traffic Commission meeting of University City held in the Heman Park Community Center, on Wednesday, April 8, 2015, Chairwoman Carol Wofsey called the meeting to order at 6:30 p.m. In addition to Chairwoman Wofsey, the following members of the commission were present:

- Curtis Tunstall
- Robert Warbin
- Jeff Hales
- Jackie Womack
- Eva Creer
- Mark Barnes

Also in attendance:

- Councilmember Stephen Kraft
- City Engineer, Sinan Alpaslan P.E.
- Police Department Representative P.O. Shaun Margul
- Public Works and Parks Liaison, Angelica Gutierrez

1. Approval of Agenda

Mr. Hales moved to approve the meeting agenda. The motion was seconded by Mr. Barnes and unanimously approved.

2. Approval of Minutes

Mr. Warbin moved to postpone the approval of the February 2015 minutes to next meeting, seconded by Mr. Barnes and unanimously approved.

3. Agenda items

A. 7300 block of Forsyth Boulevard parking regulations

Ms. Gutierrez presented the request from residents of the south side of the 7300 block of Forsyth Blvd. to review parking restrictions along this block of Forsyth Blvd. The recent changes were explained along the 7000, 7100 and 7200 blocks of Forsyth Blvd such as residential parking permits implemented on the north side, and removal of peak hour restriction on the south side. The zoning along Forsyth Blvd. corridor within University City is different in nature, varying from Institutional, single home, multi-unit residential and limited commercial.

Hal Colton and Jim Marchbank, both Presidents from the Condominium Associations from 7310 and 7320 Forsyth Blvd respectively, presented the safety issues they experience



Traffic Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

while exiting their parking garage. Pictures were presented to illustrate the sightline obstructions.

The opinion of the majority of the property owners of both condominiums was unanimous, to implement a parking restriction on each side of the driveways, for a distance of 60 feet or 3 parking spaces. The first preference is to have the parking restriction for 15-minutes and the second preference was to restrict parking at all times.

The first preference is to have a 15-minute parking to allow the delivery trucks to park or any other short term parking need.

Police Officer Margul explained that enforcement is more effective for parking restrictions at all times, instead of 15-minute restrictions.

Mr. Barnes moved to request a petition (or two) from the affected properties (7310, 7318, 7320 Forsyth Blvd) to restrict parking for 15-minute OR to restrict parking at all times. Mr. Tunstall seconded the motioned and votes were:

AYES: Mr. Wabin, Ms. Creer, Mr. Womack, Mr. Tunstall

NAYS: Mr. Barnes, Mr. Hales, Ms. Wofsey.

Motion passed.

Requestors were instructed to solicit responses to their petition and submit it to City Staff.

B. The Lofts proposed Stop for Pedestrians Sign

Ms. Gutierrez presented the request from Andrew McCready to install a "Stop Here for Pedestrians" sign on the alley located behind 6241/6263 Delmar Blvd building at the pedestrian walkway recently built at The Lofts of Washington University in St. Louis. City Staff recommended approval of the request.

Ms. Cheryl Adelstein said that The Lofts was a very successful project. The crossing is used by walkers as well as bicyclist and WUSTL is in the process of developing an Enright connector to Ackert Walkway for cyclists.

Mr. Hales moved to approve the installation of the Signs as requested. The motion was seconded by Mr. Barnes and unanimously approved.

C. Gateway Bike Plan

A presentation was provided to the Commission to learn about The Gateway Bike Plan. This plan is a result of a collaborative effort between the Great Rivers Greenway District, Missouri Department of Transportation, East-West Gateway Council of Governments,



Traffic Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

Metro, numerous municipalities, St. Louis and St. Charles counties, City of St. Louis and Trailnet.

The Plan provides both a coordinated vision for accommodating and encouraging bicycling as a viable transportation mode, and practical action strategies for how to achieve this vision over the next 20 years. By working as a unified region across political boundaries, citizens will have access to one of the larger bicycle networks in the United States. The Plan includes detailed maps as well as strategic actions to achieve the recommended facilities along with education, enforcement and encouragement programs.

The Gateway Bike Plan is available online at <http://stlbikeplan.com/plan-documents>.

4. Council Liaison Report

None

5. Miscellaneous Business

None

6. Adjournment.

The meeting was adjourned at 7:45 pm

Minutes prepared by Angelica Gutierrez, Public Works and Parks Department

INTRODUCED BY:

DATE: July 13, 2015

BILL NO. 9267

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE VI, TABLE VI-A – STOP INTERSECTIONS, CHAPTER 300 TRAFFIC CODE, OF THE UNIVERSITY CITY MUNICIPAL CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.

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

Section 1. Schedule VI, Table VI-A. Schools and Playgrounds Designated of Chapter 300 of the Traffic Code, 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 300 of the University City Municipal Code is hereby amended to add a new location where the City has designated as a stop intersection, to be added to the Traffic Code – Schedule VII, Table VII-A, as follows:

Schedule VI: Vehicles Required to Stop

Table VI-A. School and Playground Stops Designated.

Intersection or Street Crossing

Alley behind 6241/6263 Delmar Blvd at the raised pedestrian walkway (Mews).

* * *

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: August 3, 2015

AGENDA ITEM TITLE: Map Amendment – rezone 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue from “SR” – Single Family Residential District to “PA” – Public Activity District

AGENDA SECTION: Unfinished Business

COUNCIL ACTION: Passage of Ordinance required for Approval

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Both the Park Commission and the Plan Commission recommended approval of the proposed Map Amendment at their May 19 and May 27, 2015 meetings respectively. This agenda item requires a public hearing at the City Council level and consideration for the passage of an ordinance. The first reading and public hearing should take place on July 13, 2015. The second and third readings and passage of the ordinance could occur at the subsequent August 10, 2015 meeting.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report and Park Commission 5/19/2015 meeting minutes excerpt
3. Draft Ordinance and Exhibits

RECOMMENDATION: Approval

ATTACHMENT 1:
Transmittal letter from Plan Commission



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

July 1, 2015

Ms. Joyce Pumm, City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Map Amendment – 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080,
1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126,
1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue

Dear Ms. Pumm,

At its regular meeting on May 27, 2015 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, University City, Missouri, 63130, the City Plan Commission considered the proposal to rezone the above-referenced properties on Wilson Avenue from “SR” – Single Family Residential District to “PA” – Public Activity District.

By a vote of 6 to 0, the Plan Commission recommended approval of said Map Amendment to the University City Official Zoning Map.

Sincerely,

A handwritten signature in black ink that reads "Linda Locke". The signature is written in a cursive, flowing style.

Linda Locke, Chairperson
University City Plan Commission

ATTACHMENT 2:
Staff Report and Park Commission 5/19/2015
meeting minutes excerpt



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

STAFF REPORT

MEETING DATE: May 27, 2015

FILE NUMBER: PC 15-06

COUNCIL DISTRICT: 2

Applicant: City of University City

Location: 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue

Proposal: Zoning Map Amendment (rezoning) from "SR" – Single Family Residential District to "PA" – Public Activity District

Existing Land Use: Vacant except for one single-family dwelling

Proposed Land Use: Public park space / trail

Surrounding Zoning and Land Use

North: GC-General Commercial District	Commercial
East: SR-Single Family Residential District	River Des Peres / Single-family residential
South: PA-Public Activity District	High School
West: SR-Single Family Residential District	Single-family residential

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

ATTACHMENTS

- A. Departmental Comments
- B. Maps

Existing Property and Background

The subject property consists of a band of 28 contiguous parcels approximately 4.16 acres in total area, located on the east side of Wilson Avenue, south of Olive Boulevard and north of Shaftesbury Avenue. There is an existing single-family dwelling at 1052 Wilson Avenue, the southernmost parcel.

The subject parcels are all in the FEMA 100-year flood plain of the River Des Peres. A majority of the parcels are also in the floodway. With the exception of two parcels (1052 and 1138 Wilson Avenue), the properties were acquired by the City of University City and single-family dwellings were demolished through a federal flood buyout program as a result of the severe

flood in 2008. As conditioned by the federal grant, the properties must remain green space in perpetuity and park/trail is permitted. The properties are planned to be incorporated into a trail from Heman Park to Groby Road as part of the Centennial Greenway system being developed by Great Rivers Greenway. To bring this planned land use into conformity with the City's Zoning Code, the Department of Community Development is proposing that the buyout properties and the two other parcels be rezoned from the current "SR" – Single Family Residential District to "PA" – Public Activity District.

The owner of the property at 1052 Wilson Ave. opted out of the federal buyout program and a single-family dwelling continues to occupy the site. This property is included should the owner be willing to sell or convert the property someday for green space/trail use.

The vacant, tax delinquent property at 1138 Wilson Ave. is not owned by the City, but is included in the proposal due to its location in the middle of the proposed rezoning and its flood plain/floodway status. The former dwelling was demolished through a property abatement process.

As required in the Municipal Code, this rezoning proposal was considered by the Park Commission at their May 19, 2015 meeting at which time the Park Commission unanimously recommended approval.

Analysis

At issue is the appropriateness of changing the zoning of the subject property from "SR" – Single Family Residential District to "PA" – Public Activity District.

The proposed land use map in the 2005 Comprehensive Plan Update depicts the properties as single-family residential. However, this was prepared prior to the federal flood buyout program was utilized for the majority of these properties. Based on the planned use for trail purposes and their location in the floodplain and floodway, it is staff's opinion that the "SR" District is no longer appropriate for all these properties.

The purpose of the "PA" – Public Activity District is to accommodate "uses which have a distinctly public character and to encourage the retention of certain properties in a relatively undeveloped state, such as public recreation uses." It is staff's opinion that the "PA" District is an appropriate zoning classification for all these properties given its current flood plain/floodway status and the planned land use as a permitted use in the "PA" District.

If this rezoning proposal is approved, the dwelling at 1052 Wilson Avenue may remain as a permitted use in the "PA" – Public Activity District, subject to the floodplain and "SR" – Single Family Residential District regulations.

Conclusion/Recommendation

Based on the preceding considerations, staff is of the opinion that the proposed rezoning is appropriate and reasonable and would not create a detrimental impact on the surrounding area. Thus, staff recommends approval of the Zoning Map Amendment from "SR" – Single Family Residential District to "PA" – Public Activity District.



Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

May 22, 2015

Department of Community Development
6801 Delmar Boulevard
University City, MO 63130

Attn: Mr. Zach Greatens, Planner

RE: Wilson Avenue Rezoning

Dear Mr. Greatens;

We have reviewed the request to rezone the properties as shown on the Wilson Avenue map from SR – Single Family Residential District to PA – Public Activity District and have no major comments and strongly support the change. The Park Commission has also voted to support the change.

Sincerely,

A handwritten signature in black ink that reads "Richard L. Wilson". The signature is written in a cursive, slightly slanted style.

Richard L. Wilson PE
Director



UNIVERSITY CITY POLICE DEPARTMENT
6801 DELMAR BLVD.
UNIVERSITY CITY, MISSOURI 63130



May 22, 2015

To: Zachariah Greatens

Reference: 28 parcels on Wilson Avenue.

The proposal is to rezone the properties from SR – Single Family Residential District to PA – Public Activity District. These are the properties that were part of the flood buyout. The proposed use of the property is park / trail use.

The Police Department understands that the land is vacant and a useful purpose is being sought. There are certain considerations that we would like to be considered:

1. Since this is residential area with limited traffic there should be proper lighting for any trail or park to provide added security. The park should not have any obstructions such as landscaping or hills to hamper visibility from passerby such as police patrols.
2. With this being so close to the high school, the natural usage by students going to and from school should be taken into consideration.
3. Residential impact should be solicited from the remaining household in the immediate area adjacent to this project.

Charles Adams
Chief of Police



Fire Department

863 Westgate Ave., University City, Missouri 63130, Phone: (314) 505-8591, Fax: (314) 863-5615

May 22, 2015

Zach Greatens
Department of Community Development
6801 Delmar Blvd.
St. Louis, MO. 63130

The University City Fire Department has no questions or concerns regarding the proposed rezoning of the properties located on Wilson Ave.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Adam Long". The signature is written in a cursive style with a long, sweeping tail on the "g".

Adam Long
Fire Chief
University City Fire Department

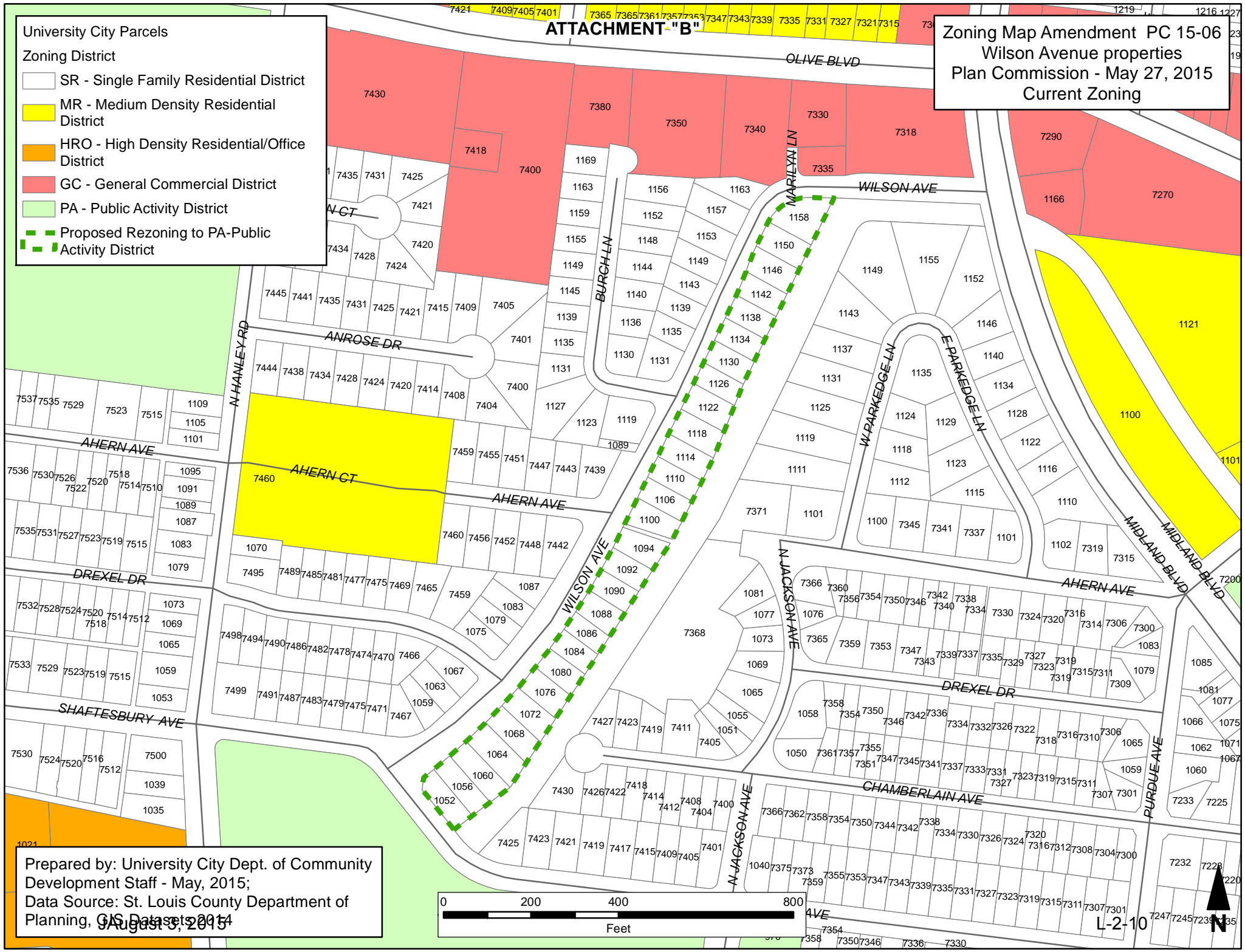
ATTACHMENT "B"

Zoning Map Amendment PC 15-06
Wilson Avenue properties
Plan Commission - May 27, 2015
Current Zoning

University City Parcels

Zoning District

- SR - Single Family Residential District
- MR - Medium Density Residential District
- HRO - High Density Residential/Office District
- GC - General Commercial District
- PA - Public Activity District
- Proposed Rezoning to PA-Public Activity District



Prepared by: University City Dept. of Community Development Staff - May, 2015;
 Data Source: St. Louis County Department of Planning, GIS Data, 2014

L-2-10

Zoning Map Amendment PC 15-06

Wilson Avenue

Plan Commission - May 27, 2015

Existing Conditions

NOT TO SCALE

Commercial



Multi - Family Residential

Single - Family Residential

Single - Family Residential

Single - Family Residential

High School

Subject Property

Source: St. Louis County Property Viewer -maps.stlouisco.com/propertyview/
Aerial Photography - 2014

MINUTES OF THE PARK COMMISSION
Centennial Commons, 7210 Olive Boulevard
Tuesday, May 19, 2015

President Ed Mass called the meeting to order at 6:35 pm. Members present were:

William Field
Steve Goldstein
Kathy Standley
Luther Baker
Nancy McClain
Kimberly Jones

Megan Fuhler II, Project Manager & Park Commission Liaison
Lynda Euell-Taylor, Deputy Director of Recreation
Richard Wilson, Director of Public Works and Parks
Ewald Winker, Park Operations Superintendent
Steven Kraft, City Council Liaison

Deposition of Minutes from April 21, 2015

Mr. Goldstein asked for one (1) change to be made to the minutes as drafted. This change was to the time that the lights currently stay on at the Golf Course Driving range. The drafted minutes showed 10:00 pm, when the lights actually turn off at 9:30 pm. The minutes will be revised to show 9:30 instead of 10:00 pm. Mr. Goldstein moved to approve the minutes of the April 21, 2015 Park Commission meeting with the changed discussed, Mr. Field seconded – vote taken, all approved.

Citizens' Comments

None

Wilson Avenue Buyout Area Rezoning

Raymond Lai, Deputy Director of Community Development indicated that Community Development was seeking a recommendation from the Park Commission to rezone the Southeast side of the 1000 and 1100 blocks of Wilson. These 28 properties are currently zoned "SR"- Single Family Residential District. 26 of the properties were acquired by the City using federal funds due to their location in the floodway and history of flooding. Community Development is proposing that the entire area be rezoned as "PA"- Public Activity District. Mr. Goldstein asked questions regarding the two homes that are not owned by the City, particularly the property that still had an occupied residential home. Mr. Lai indicated that the dwelling may remain as a permitted use, whether in the "SR" or "PA" District, subject to the floodplain regulations. Commissioners and City staff discussed the proposed projects for the area and the benefits of the rezoning. Mr. Mass moved to recommend rezoning of the Wilson properties to "PA" District, Ms. Standley seconded – vote taken, all approved.

Department Reports

Public Works and Parks Operations – Mr. Winker discussed projects that he and his crews have been working on this past month:

Parks Crews

- Mowing number one activity – perfect growing conditions
- Full spring mode, readying the pool for opening, providing assistance for several special events (Memorial Day Run, Fair U. City, School picnics, etc.), leaving little time for new projects
- Found out on Tuesday, May 19 that the motors on the baby pool pumps needed replaced; otherwise the main pool looks great

Forestry Crews

- Hazard tree removals, pruning and planting continue

**ATTACHMENT 3:
Draft Ordinance and Exhibits**

INTRODUCED BY: _____

DATE: July 13, 2015

BILL NO. **9268**

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI, RELATING TO ZONING DISTRICTS ESTABLISHED PURSUANT TO SECTION 400.070 THEREOF, AND ENACTING IN LIEU THEREOF A NEW OFFICIAL ZONING MAP, THEREBY AMENDING SAID MAP SO AS TO CHANGE THE CLASSIFICATION OF PROPERTIES LOCATED WITHIN THE CITY LIMITS OF UNIVERSITY CITY AT 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, AND 1158 WILSON AVENUE FROM “SR” – SINGLE FAMILY RESIDENTIAL DISTRICT TO “PA” PUBLIC ACTIVITY DISTRICT; AND ESTABLISHING PERMITTED LAND USES AND DEVELOPMENTS THEREIN; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

WHEREAS, Chapter 400 of the University City Municipal Code divides the City into several zoning districts, and regulates the character of buildings which may be erected in each of said districts, and the uses to which the buildings and premises located therein may be put; and

WHEREAS, both the Park Commission and the City Plan Commission examined a request for an amendment of the Official Zoning Map of the City to change the classification of properties located within the city limits of University City at 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue from Single Family Residential District (“SR”) to Public Activity District (“PA”); and

WHEREAS, both the Park Commission and the City Plan Commission, in their meetings at the Heman Park Community Center, 975 Pennsylvania Avenue, University City, Missouri, 63130 on May 19 and May 27, 2015 respectively, considered said request for map amendment and recommended to the City Council that it be enacted into an ordinance; and

WHEREAS, due notice of a public hearing to be held by the City Council in the City Council Chambers at City Hall at 6:30 p.m., on July 13, 2015, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on June 26, 2015; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all suggestions or objections concerning said amendment of the Official Zoning Map of the City were duly heard and considered by the City Council.

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

Section 1. Chapter 400 of the University City Municipal Code, relating to zoning, is hereby amended by repealing the Official Zoning Map illustrating the zoning districts established pursuant to Section 400.070 thereof, and enacting in lieu thereof a new Official Zoning Map, thereby amending the Official Zoning Map so as to change the classification of properties located within the city limits of University City at 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue from Single Family Residential District (“SR”) to Public Activity District (“PA”).

Section 2. Said properties at 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue, totaling 4.2 acres, are more fully described with legal descriptions, attached hereto, marked Exhibit “A” and made a part hereof.

The above described tracts having St. Louis County locator numbers of:

1052 Wilson Avenue	17J130070
1056 Wilson Avenue	17J130092
1060 Wilson Avenue	17J130124
1064 Wilson Avenue	17J130180
1068 Wilson Avenue	17J130191
1072 Wilson Avenue	17J130212
1076 Wilson Avenue	17J130311
1080 Wilson Avenue	17J130377
1084 Wilson Avenue	17J141014
1086 Wilson Avenue	17J141070
1088 Wilson Avenue	17J141157
1090 Wilson Avenue	17J141256
1092 Wilson Avenue	17J141300
1094 Wilson Avenue	17J141311
1100 Wilson Avenue	17J141399
1106 Wilson Avenue	17J141432
1110 Wilson Avenue	17J141465
1114 Wilson Avenue	17J141511
1118 Wilson Avenue	17J141542
1122 Wilson Avenue	17J141612
1126 Wilson Avenue	17J420029
1130 Wilson Avenue	17J420063
1134 Wilson Avenue	17J420106
1138 Wilson Avenue	17J420140
1142 Wilson Avenue	17J420184
1146 Wilson Avenue	17J420227
1150 Wilson Avenue	17J420283
1158 Wilson Avenue	17J420326

Section 3. The new Official Zoning Map of the City is attached hereto, marked Exhibit "B", and incorporated herein by this reference thereto.

Section 4. This ordinance shall not be construed so as to relieve any person, firm or corporation from any penalty incurred by the violation of Chapter 400, nor bar the prosecution of any such violation.

Section 5. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be subject to the penalties provided in Chapter 400, Article 9, Division 5 of the University City Municipal Code.

Section 6. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this _____ day of _____, 2015.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

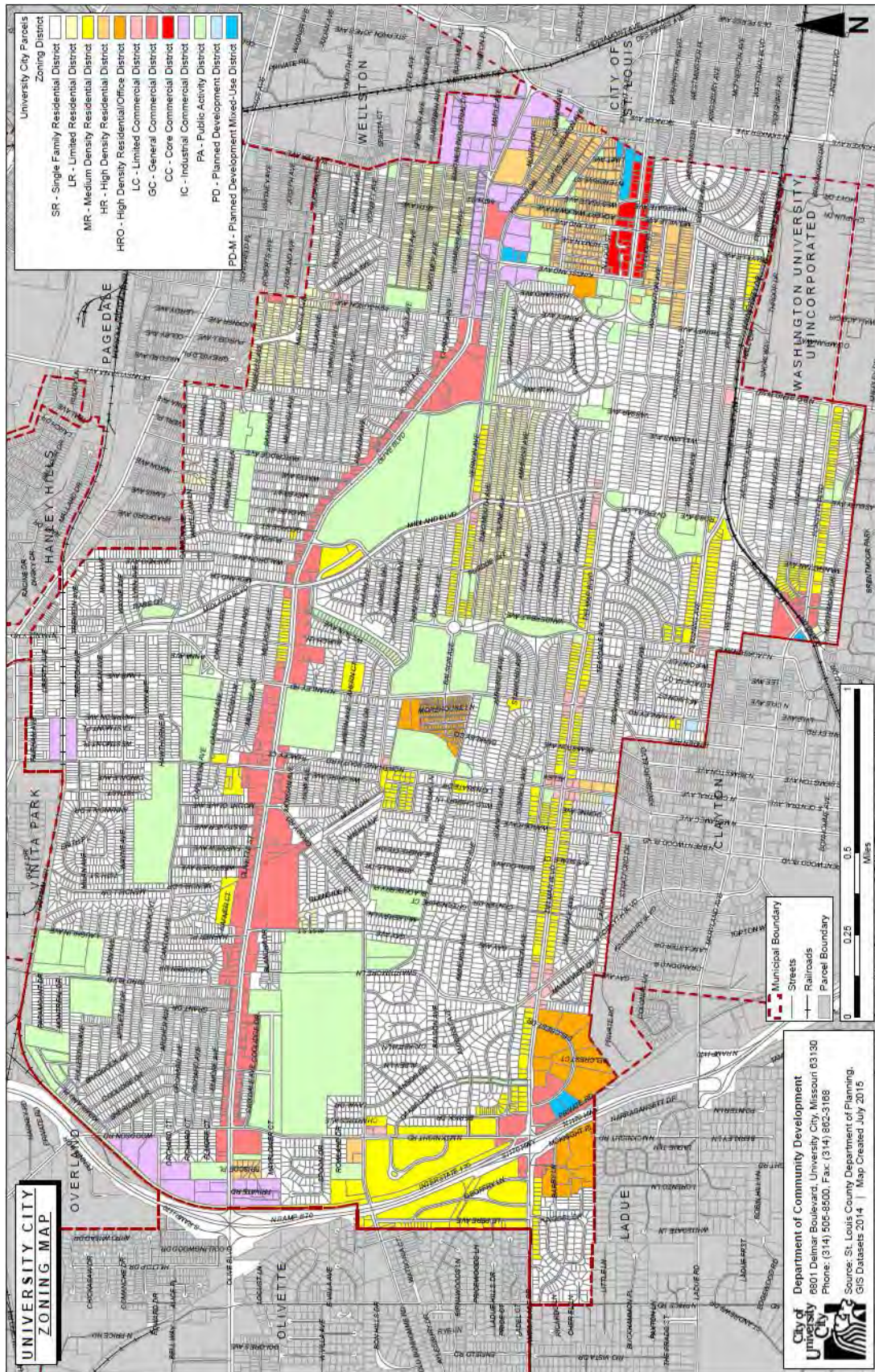
CITY ATTORNEY

EXHIBIT A – LEGAL DESCRIPTION FOR REZONING – 1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, 1086, 1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, AND 1158 WILSON AVENUE

1052, 1056, 1060, 1064, 1068, 1072, 1076, 1080, 1084, and 1086 Wilson Avenue – Part of Lot 22 of Central Suburbs, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 7, Page 23 of the St. Louis County Records.

1088, 1090, 1092, 1094, 1100, 1106, 1110, 1114, 1118, 1122, 1126, 1130, 1134, 1138, 1142, 1146, 1150, and 1158 Wilson Avenue – Lots 1 through 17A of Wilson Square Subdivision Amended Plat, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 61, Page 44 of the St. Louis County Records.

EXHIBIT B



Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: Flood Mitigation Assistance Grant – Voluntary Buyout

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: The City of University City received grant funds through the Department of Homeland Security and Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance (FMA) Program for the acquisition and demolition of three (3) severe repetitive loss (SRL) residential properties located on Wilson Avenue. Specifically, \$486,017.60 in Federal funds is granted for the completion of the FY 2014 FMA/SRL Voluntary Flood Buyout Project, which is 100% of the project cost estimate. The City is not responsible for any funding on this project unless the project exceeds the award amount. The City has executed FEMA's Flood Mitigation Assistance Program Funding Approval and Grant Agreement forms. The City has agreed to accept responsibility for adherence to all grant requirements.

The City is required as part of the Flood Mitigation Assistance Program to adopt a Voluntary Flood Buyout Policy, in order to proceed with the buyout process. The City's FY 2014 FMA/SRL Voluntary Flood Buyout Policy is attached in Exhibit A. A Resolution adopting the FY 2014 FMA/SRL Buyout Policy is also attached.

RECOMMENDATION: It is recommended that the City Council adopts the Resolution establishing a Voluntary Buyout Policy for the FY 2014 FMA/SRL Buyout.

ATTACHMENTS:

- A Resolution Establishing a Voluntary Flood Buyout Policy for the FY 2014 FMA/SRL Buyout
- Exhibit A: FY 2014 FMA/SRL Voluntary Flood Buyout Policy

City of University City Voluntary Buyout Policy

The City of University City Council hereby adopts the City of University City Voluntary Flood Buyout Policy as follows:

Priorities of Buyout Program

1. Residential properties on the original application will be prioritized based on the Benefit Cost Ratio. Those with a higher value will be given first priority:
 1. 1139 Wilson Avenue – Benefit Cost Analysis 1.98
 2. 1135 Wilson Avenue – Benefit Cost Analysis 1.74
 3. 1143 Wilson Avenue – Benefit Cost Analysis 1.51
2. Residential properties added to the buyout will be given consideration based on:
 1. Frequency of inundation;
 2. Proximity to the creek; and
 3. Elevation

Open Space Assurance Statement

1. The City of University City, through adoption of this Policy does hereby provide the necessary assurance that all property acquired through the Hazard Mitigation Grant Program will be deed restricted, dedicated and maintained in perpetuity for uses outlined below in 44 CFR 206.434(e).

2. (e) *Property acquisitions and relocation requirements.* Property acquisitions and relocation projects for open space proposed for funding pursuant to a major disaster declared on or after December 3, 2007 must be implemented in accordance with part 80 of this chapter. For major disasters declared before December 3, 2007, a project involving property acquisition or the relocation of structures and individuals is eligible for assistance only if the applicant enters into an agreement with the FEMA Regional Administrator that provides assurances that:

(1) The following restrictive covenants shall be conveyed in the deed to any property acquired, accepted, or from which structures are removed (hereafter called in section (d) the property): (i) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and (ii) No new structure(s) will be built on the property except as indicated below:

(A) A public facility that is open on all sides and functionally related to a designated open space or recreational use;

(B) A rest room; or

(C) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Administrator approves in writing before the construction of the structure begins.

(iii) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any Federal entity or source, and no Federal entity or source will provide such assistance.

(2) In general, allowable open space, recreational, and wetland management uses include parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except where

adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles which are easily movable (except mobile homes), unimproved, previous parking lots, and buffer zones.

(3) Any structures built on the property according to paragraph (d)(1) of this section, shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

General Eligibility Requirements

In general, to be eligible to participate in the City of University City flood buyout program, all conditions listed below must be met:

1. Property must be listed in the original buyout application submitted to the Federal Emergency Management Agency.
2. The property must be a **primary residential** home (no vacation homes, clubhouses or businesses).

General Buyout Policy

1. A residential buyout package must encompass no more than one (1) acre or less. Any survey fees will be paid for by the City with grant funds.
2. Garages and outbuildings must be located on the same property and be considered as a part of the residential package.
3. The City will conduct a title search to determine the rightful owner(s) of the property prior to making an offer to buy. The cost for the title search will be paid for by the City with grant funds.
4. If a title search is not conclusive regarding true ownership, it will be the sole responsibility of the reported property owner to prove ownership. The City will not pay for any legal costs necessary to prove ownership or provide clear title.
5. The title to the property must be clear of all liens before the city will take title to the property. If the lien amounts cannot be satisfied prior to the closing, all lien amounts due will be deducted from the buyout proceeds at the time of closing. If clear title cannot be provided by the property owner, the property will be withdrawn from the project.
6. All properties will be appraised by a State of Missouri board certified, licensed appraiser. This process is outlined in more detail on page 3. The cost for the appraisal will be paid for with grant funds.
7. All property owners must sign a statement recognizing that this program is voluntary and therefore are not entitled to any relocation assistance under the Uniform Relocation Assistance Act. By signing the statement, the property owners also indicate their understanding that the City will not invoke any power of eminent domain to take the property as part of the grant program, if the property owner chooses to withdraw from the project.

8. Property owners will be given two (2) weeks from the date of offer to decide if they will accept or reject the City's offer to purchase.
9. Property owners will be required to vacate the premises entirely prior to closing. All personal property remaining on or in the structure(s) will be considered public property after closing.
10. Property owners are not allowed to remove structural items from the home or any outbuildings after the appraisal is completed. If a property owner wishes to remove an item that would normally remain in a real estate transaction (for example, light fixtures, windows, doors, hot water heaters, furnace etc.) the appraisal must be reduced by the current market value of the removed item.
11. Once a property has been acquired by the City, any items within the structure must be disposed of in a public manner. The City may choose to remove usable items and store them until a public auction can be held or bids received by all interested citizens. **Or, salvage rights may be granted to the demolition contractor, in which case, citizens then would contact the demolition contractor if interested in select items.** Any Program Income generated by the project will be documented.
12. Current property owners are responsible for the property taxes on the structure from the first of the year through the date of the closing on a pro-rated basis.
13. Demolition costs and liability expenses for the buyout structure will be the responsibility of the City upon transfer of title. Until the title is transferred, the property owner remains solely responsible for the property.
14. No structure may be demolished until the Missouri State Office of Historic Preservation and the Federal Emergency Management Agency have determined that the property is not historically significant or that historically significant properties have been recorded and documented sufficiently to enable the city to demolish the structure.
15. The Date of Negotiations for the City of University City is the day the City provides written notification to potential buyout participants that grant funding **has been provided** to the City for a voluntary buyout program.

Fair Market Value Determination

1. All offers to property owners will be based on the current fair market value established by a State of Missouri board certified, licensed appraiser minus any Duplication of Benefits.
2. The City, in compliance with local procurement procedures, will hire a State of Missouri board certified, licensed appraiser to complete the appraisals. The cost for the appraisal will be paid for by the grant funds.
3. The City's grant administrator will coordinate when the property will be appraised with each owner. The City encourages each property owner to be present during the site

inspection by the appraiser to aid the appraiser in properly identifying property boundary lines and outbuildings etc.

4. If the property owner has an appraisal that was completed within the last twelve (12) months by a State of Missouri board certified, licensed appraiser, he/she may submit that appraisal to the City for review. (NOTE: property owners are not required to submit the appraisal.) If the City determines that the appraisal was completed in accordance with the City's buyout program guidelines, this appraisal may be used to establish the fair market value of the property. The City will not reimburse property owners for appraisal costs they incurred when this appraisal was completed.
5. The appraisal completed by the City is the official fair market value. If a property owner is in disagreement with the value indicated, he/she may hire a State of Missouri board certified, licensed appraiser, at his/her own expense, and provide an original appraisal to the City for review. The City will then forward both the City of University City and owner appraisal to the Missouri State Emergency Management Agency (SEMA). The State's independent licensed appraiser will review both appraisals and determine the final fair market value. The State's decision is final.
6. All property appraisals will be completed with the following special buyout provisions:
 - The current appraisal must clearly indicate the value of the entire buyout package **and**
 - 1) the value of the residential structure only
 - 2) the value of the underlying real property and outbuildings only
 - Appraisals will be based on comparable sales for properties located in a flood hazard area. If properties **not** located in a flood hazard area are used as comparable sales, a location adjustment must be reflected in the appraisal.
 - Property previously purchased by the City of University City as part of the flood buyout program may not be used as comparable sales for other buyout appraisals.
 - Rental property will be appraised on the sales comparison approach. In no event may rental property be acquired based on a market value established through the rental income approach.
7. All property appraisals (whether completed by the City's appraiser or submitted by a property owner) will be forwarded to the Missouri State Emergency Management Agency prior to an offer being made.

Duplication of Benefits (DOBs)

Financial payments paid to homeowners for structural repairs to the flooded property will be deducted from the current appraisal if not used for the intended purpose. Each property owner participating in a FEMA flood buyout **must sign an affidavit** disclosing any benefits received from **any sources** in conjunction with the event leading to the buyout project.

Some examples when a DOB may occur include the following:

1. The property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of whether such benefits were sought or received. This is because payment of full current fair market value (FMV) compensates the owner for the loss of value that has occurred;
2. Legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them;
3. Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any other source. Any buyout-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

Property owners who have an SBA loan will have to repay the loan or roll it over to a new property at closing as part of the settlement. Note, premiums paid for up to five years prior to the disaster event to the National Flood Insurance Program as reported by FEMA will be reimbursed where applicable.

When property owners retain receipts for any repairs made, the property owner may submit them through the City to SEMA. SEMA then submits the receipts to FEMA for review and approval to offset some or all of the DOBs. **(Note: Receipts must be from bonafide businesses recognized by local governments. The labor of property owners, friends, family, or volunteers for clean up and repair is not eligible to offset the DOBs.)**

If a property owner carried insurance through the National Flood Insurance Program (NFIP) at the time of the event, a payment equal to the amount paid for insurance premiums for up to five years prior to the event will be refunded to the policy holder as part of the Duplication of Benefits calculation.

Buyout Categories

The appraised value of a property and the occupancy status (owner occupied or renter occupied) will determine what type of buyout offer a participant will receive. The criteria for each type of offer is as follows:

General Buyout

Criteria:

1. Home and underlying real property is owned by the same owner

2. Property is occupied by the owner of the property (at time of event) or a tenant/renter*

A property and property owner meeting the criteria listed above will be acquired at the current fair market value established by a qualified appraisal less any Duplication of Benefits.

Example: Property currently appraised at \$40,000
Duplication of Benefits total \$5,000
Property owner will be offered \$35,000

*tenant may qualify for a tenant relocation assistance grant minus any Duplication of Benefits; (see page 8)

Land Plus Owner Relocation Payment

Criteria:

1. Home and underlying real property is owned by the same owner as a primary residence
2. Property is occupied by the owner of the property (i.e., owner-occupied)
3. Meet all requirements as outlined below per the *Hazard Mitigation Assistance Unified Guidance*

For a property owner to receive a supplemental payment for Owner Relocation, the City must demonstrate that all of the following circumstances exist:

- Decent, safe, and sanitary housing of comparable size and capacity is not available in non-hazard prone sites within the community at the anticipated acquisition price of the property being vacated; and/or
- The project would otherwise have a disproportionately high adverse effect on low-income or minority populations because project participants within those populations would not be able to secure comparable decent, safe, and sanitary housing; and
- Funds cannot be secured from other more appropriate sources, such as housing agencies or voluntary groups.

Relocation Assistance Categories

Based on the buyout categories listed above, two (2) types of “relocation” payments may be available:

1. Replacement Housing Payment a.k.a. Owner Relocation (maximum \$31,000)
2. Renter Relocation Assistance payment (maximum \$7,200 plus moving costs)

Replacement Housing (aka Owner Relocation) Payment

1. Maximum owner relocation payment a buyout participant may receive is \$31,000.
2. Individuals and families entitled to a replacement housing payment are those that:
 1. Own and occupy the dwelling participating in the buyout program as a primary residence, and
 2. Owned and occupied the dwelling participating during the incident period for the disaster, and
 3. Meets all other requirements as listed under the *Buyout Categories* section of this

document:

- The property owner must purchase a replacement dwelling outside the Special Flood Hazard Area. Rental, lease, or other occupancy of a replacement dwelling does not qualify for a replacement housing payment.
- The replacement housing payment is determined by the purchase price of the replacement dwelling minus the Fair Market Value of the flood damaged dwelling.
- It is the responsibility of the homeowner to locate a new replacement home and provide all required documentation to the City's grant administrator.
- Mobile homes are eligible replacement dwelling units provided that the mobile home has been purchased and transported to a dwelling site outside the Special Flood Hazard Area prior to any replacement housing payment being made.
- The City will not make a replacement housing payment until the buyout site is vacated and the new dwelling purchased and occupied. The City's grant administrator will coordinate property closings to ensure that the property owner is provided with the replacement housing payment in the most expedient manner possible.
- The owner may choose between a straight buyout **or** a replacement housing payment offer, whichever creates a better financial assistance payment to the property owner.

Example:

Fair Market Value of Replacement Home	\$35,000
Fair Market Value of Flood-Damaged Home	\$21,000
Cost of new home:	\$35,000
Less: value of flood-damaged home:	<u>(\$21,000)</u>
Replacement Housing Payment:	\$14,000 CANNOT EXCEED \$31,000
Homeowner receives	\$21,000
Plus:	<u>\$14,000</u>
Total Buyout Offer:	<u>\$35,000*</u>

***This amount is subject to a deduction for Duplication of Benefits as outlined previously in this document, if applicable.**

Renter Relocation Assistance Payment

1. Due to the involuntary nature of the impact of a buyout project on tenants/renters, they **MAY** be eligible for relocation assistance should a property they reside in be acquired by the City through the flood buyout program.
2. The maximum renter relocation assistance grant may not exceed \$7,200 plus the cost to move personal property located inside the property based on a standard table of costs.
3. It is the responsibility of the property owner or renter to contact the City to determine if a renter is eligible for a grant.

4. A *Relocation Assistance to Tenants/Renters Worksheet* must be completed and certain documentation provided by the renter/landlord to determine the level of assistance, if any.
5. The payment for moving personal property consists of household furniture and is determined by pre-established government charts based on the number of furnished rooms in the property.
6. No renter relocation assistance payment will be provided until the property in the buyout program has been acquired with completed closing procedures.
7. If a tenant/renter has received funds from other primary funding sources (FEMA, other grants, and/or funds from any other sources) such as insurance and other funds to address the same purpose or loss, Duplication of Benefits may apply. This includes any funds received by the tenant/renter provided through the FEMA disaster assistance programs including temporary housing and rental assistance. Any acquisition-related assistance provided to tenants/renters must be reduced accordingly. Tenant/renter-related Duplication of Benefits deductions do not affect amounts available to the property owner.
8. Tenants/renters must also certify that they are a U.S. citizen or are lawfully present in the United States to be considered eligible for this assistance.

Environmental Considerations

Participants in the buyout program must sign a Sales Contract plus all Exhibits (A, B, and C) which, by signing, represents and warrants to the City that:

1. There are no abandoned wells, agricultural drainage wells, solid waste disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the property;
2. There is and has been no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the property;
3. At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the property;
4. There has never been any solid waste disposal site or underground storage tank located in, on or about the property, nor has there been any release from any underground storage tank on real property contiguous to the property which has resulted in any hazardous substance coming in contact with the property;
5. The seller has not received any directive, citation, notice, letter or other communication, whether written or oral, from the Environmental Protection Agency, the Missouri Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the property, or any violation of any Environmental laws; and
6. To the best of property owner's knowledge, neither the property nor any real property contiguous to the property nor any predecessors in title to the property are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under Environmental Laws.

Special Considerations

Any scenarios that have not been covered by the approved City of University City Buyout Policy will be reviewed by an advisory council consisting of representatives from SEMA and the City of City Council. In the event of disputes, differences of interpretation, or disagreements over these guidelines, the decision of the City, acting by and through the City Council shall be final and in all cases shall be the determining factor, after consultation with the State of Missouri.

Approved and read by the City Council on _____.

Mayor
City of University City

RESOLUTION 2015 - 18
RESOLUTION ESTABLISHING A VOLUNTARY FLOOD BUYOUT POLICY
FOR THE CITY OF UNIVERSITY CITY, MISSOURI
FY 2014 FMA/SRL VOLUNTARY FLOOD BUYOUT PROJECT

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

Section 1. The Federal Emergency Management Agency (FEMA) has approved grant funding through the Flood Mitigation Assistance (FMA) Program for the acquisition and demolition of three (3) flood-prone residential properties located on Wilson Avenue. Specifically, \$486,017.60 in Federal funds is granted for the completion of the FY 2014 FMA/SRL Voluntary Flood Buyout Project (the "2014 FMA/SRL Project"). The City has executed FEMA's Flood Mitigation Assistance Program Funding Approval and Grant Agreement forms. The City has agreed to accept responsibility for adherence to all grant requirements.

Section 2. The City is required by FEMA to adopt a Voluntary Flood Buyout Policy. The City's FY 2014 FMA/SRL Voluntary Flood Buyout Policy (the "2014 FMA/SRL Policy") is hereby approved in substantially the form attached hereto as **Exhibit A**.

Section 3. Representatives of the City are hereby authorized to use such policies in connection with the acquisition and demolition of the residential properties on Wilson Avenue.

Section 4. The City does hereby provide the necessary assurance that restrictive covenants shall be conveyed in the deed to any property the City acquires through FEMA's Flood Mitigation Assistance Program, as follows: 1) The property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; 2) No new structure(s) will be built on the property, except as approved under Title 44 of the Code of Federal Regulations, Section 206.434(d) (44CFR206.434(d)); and, 3) After completion of the project, no application for additional disaster assistance will be made for any purpose with respect to the property to any federal entity or source, and no federal entity or source will provide such assistance.

Section 5. Only properties meeting the following requirements are eligible to participate in the Wilson Buyout Project: 1) The property must be listed in the original buyout application submitted to FEMA or later officially amended to the buyout by both the Missouri State Emergency Management Agency (SEMA) and FEMA, and 2) The property must be a primary residential home. Vacation homes, clubhouses or businesses are not eligible for acquisition under this buyout program.

Section 6. As required by SEMA, any changes and additions to the 2014 FMA/SRL Policy will be reviewed by an advisory committee consisting of representatives from SEMA and the City Council. In the event of disputes, differences of interpretation, or disagreements over the guidelines, the decision of the City, acting by and through the City Council, shall be final and in all cases shall be the determining factor, after consultation with SEMA.

Section 7. The Mayor, the City Manager and other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the 2014 FMA/SRL Project.

Section 8. This Resolution shall be in full force and effect from and after its passage by the City Council and signed by the Mayor.

Passed by the City Council and APPROVED by the Mayor of the City of University City, Missouri on the 3rd day of August, 2015.

(SEAL)

Mayor

ATTEST:

City Clerk

Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: St. Louis Regional All-Hazard Mitigation Plan 2015-2020

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED?: No

BACKGROUND: In order to be eligible for mitigation project grant funding through the Federal Emergency Management Agency (FEMA), the City must adopt a Hazard Mitigation Plan pursuant to the requirements of 44 CFR Par 201 – Mitigation Planning and the Local Multi-Hazard Mitigation Planning Guidance. The adopted plan must be updated every five years to comply with Federal rules.

In 2004 and again in 2009, the East-West Gateway Council of Governments (EWG), with collaboration from five Missouri counties, developed the All-Hazard Mitigation plan for the St. Louis, Missouri Metropolitan Region. This plan covers five Missouri counties and the 135 municipalities and 50 school districts, which are located within those counties. The plan is designed to help protect public safety and prevent loss of life or injury in the event of a natural disaster, as well as reduces risk to existing and future development and to prevent damage to each community's unique economic, cultural and environmental assets. It will also help to improve the operational effectiveness of local governments and school districts following any natural disaster, by providing recommendations for advance preparation.

Recently the East-West Gateway Council of Governments updated and submitted the St. Louis Regional All-Hazard Mitigation Plan 2015-2020. Since the City of University City is one of the municipalities covered by the St. Louis Regional All-Hazard Mitigation Plan, the City is able to adopt the EWG plan instead of creating its own plan. The adoption of this plan will allow City staff to move forward with the application for a Flood Mitigation Assistance Grant through FEMA that must be submitted by the end of August 2015.

RECOMMENDATION: It is recommended that the City Council passes the Resolution adopting the St. Louis Regional All-Hazard Mitigation Plan 2015-2020.

ATTACHMENTS:

- A Resolution Adopting the St. Louis Regional All-Hazard Mitigation Plan 2015-2020 (Updated 2015)

Due to the length of the St. Louis Regional All-Hazard Mitigation Plan 2015-2020 (295 pages without the appendices), the plan has not been attached, but can be accessed using the link below:

<http://www.ewgateway.org/download/AllHazMit/>

RESOLUTION 2015 - 19

**A RESOLUTION OF THE CITY OF UNIVERSITY CITY
ADOPTING THE ST. LOUIS REGIONAL ALL-HAZARD
MITIGATION PLAN 2015-2020 (UPDATED 2015)**

WHEREAS, the *City of University City* recognizes the threat that natural hazards pose to people and property within the City of University City.

WHEREAS, the *City of University City* has participated in the preparation of a multi-hazard mitigation plan, hereby known as the *St. Louis Regional All-Hazard Mitigation Plan 2015-2020* (hereafter referred to as the *Plan*) in accordance with the Disaster Mitigation Act of 2000.

WHEREAS, the *Plan* identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the *City of University City* from the impacts of future hazards and disasters.

WHEREAS, the *City of University City* recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, the *City of University City* will endeavor to integrate the *Plan* into the comprehensive planning process.

WHEREAS, adoption by the *City of University City* demonstrates their commitment to hazard mitigation and achieving the goals outlined in the *Plan*.

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

The *City of University City* hereby adopts the *St. Louis Regional All-Hazard Mitigation Plan 2015-2020* in accordance with the Disaster Mitigation Act of 2000.

This Resolution shall be in full force and effect from and after its passage by the City Council and signature by the Mayor.

Adopted this 3rd day of August, 2015.

(SEAL)

Mayor

ATTEST:

City Clerk



Council Agenda Item Cover

MEETING DATE: August 3, 2015

AGENDA ITEM TITLE: Resolution for Fiscal Year 2014-2015- Budget Amendment # 2

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No, needs to be approved by end of August and this is the only meeting scheduled in August.

BACKGROUND REVIEW: Attached is the final budget amendment for fiscal year 2015. This amendment incorporates the adjustment of expenditures between divisions and departments that have significant variances to the adopted budget and previously approved transfers from the fund reserve for all funds including \$400,000 from the General Fund.

General Fund

1) General Administration

The professional services fees have increased as a result of having the Lions Gate restoration work completed. A transfer of \$30,000 from Salaries – Part-time and Temporary help is needed to cover this overage.

2) Police

A transfer of \$127,300 from Salaries - Full-time to cover over time, Part-time employees and related benefits.

3) Fire

A transfer of \$128,000 from Salaries - Full-time and Part-time to cover over time.

4) Public Works and Parks

Project 1213-Sidewalk and Curb Replacement was approved by City Council on May 26, 2015. The budget for sidewalk-curb replacement for FY 2015 had already been spent making timely repairs on severely deteriorated/damaged sidewalks. The transfer of \$400,000 from General Fund reserve is needed.

Other Funds

5) Sewer Lateral Fund

The sewer lateral repair expenses exceeded the original budget. To cover the current cost of the sewer lateral projects that are already contracted or approved, and to avoid any interruption of program services needed by the residents and per the County tax regulations, a transfer of \$100,000 from the fund reserve is requested.

6) Economic Development Sales Tax

Increase sales tax revenue by \$30,000, due to the sales tax received thru July 2015 was higher than the budget.

The effect on the General Fund from these amendments is as follows:

Original Adopted Budget Surplus	\$ 60,000
Use of General Fund Reserve - Cost Study	(126,015)
Use of General Fund Reserve - Millar Park	(200,000)
Use of General Fund - Additional Contribution	
- Non-Uniformed	(1,010,003)
- Police & Fire	(659,437)
Balance after Budget Amendments # 1	(1,935,455)
Use of General Fund Reserve - Sidewalk and Curb Replacement	(400,000)
Balance after Budget Amendments # 2	<u>\$ (2,335,455)</u>

The changes in budget amendment # 2 will reduce the General Fund unassigned fund reserve by \$400,000 while the changes in the Sewer Lateral Fund will also reduce the fund reserve by \$100,000. Economic Development Sales Tax will have an increase of \$30,000 to the fund reserve.

The resolution for approval of the amendment is attached, as well as details of the budget amendment. The details of budget transfers for the amounts up to \$25,000 that were delegated to the City Manager are also attached for information only.

RECOMMENDATION: Approval

Resolution 2015 - 20

**A RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 (FY15)
BUDGET – AMENDMENT # 2 AND APPROPRIATING SAID AMOUNTS**

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2014, was approved by the City Council and circumstances now warrant amendment to that original budget.

BE IT FURTHER RESOLVED, that in accordance with the City Charter, the several amounts stated in the budget amendment as presented, are herewith appropriated to the several objects and purposes named.

Adopted this 3rd day of August, 2015

Mayor

Attest:

City Clerk

Certified to be Correct as to Form:

City Attorney

FY 15 Budget Amendment # 2
To be Approved by the City Council
August 3, 2015

GENERAL FUND				
<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) General Administration				
6010	Professional Services	30,000		Lions Gate Restoration
5001	Salaries-Part-time		(30,000)	
2) Police				
5340	Salaries - Part-time	22,000		Increase Part-time dispatcher
5380	Overtime	35,000		Increase overtime
5420	Workers Comp.	4,300		Workers Comp.
5460	Medical Insurance	35,000		Increase benefit
5740	Pension Contribution	31,000		Increase benefit
5001	Salaries-Full-time		(127,300)	
3) Fire				
5380	Overtime	128,000		Overtime
5340	Salaries-Part-time		(7,000)	
5001	Salaries-Full-time		(121,000)	
4) Public Works and Parks				
8060	Curb, Sidewalks & Alleys	400,000		Sidewalk and Curb Replacement Project
Total Increase in Expenditures		685,300	(285,300)	
TOTAL GENERAL FUND				
REDUCTION IN FUND BALANCE			(\$400,000)	
SEWER LATERAL FUND				
<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
7) Public Works				
6450	Sewer Lateral Expense	\$100,000		Increase number of repairing project
TOTAL SEWER LATERAL FUND			(\$100,000)	
REDUCTION IN FUND BALANCE				
ECONOMIC DEVELOPMENT SALES TAX				
<u>Account</u>		<u>Revenue Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
8) Sale Tax Revenue				
		\$30,000		Actual Sales tax as of July 2015 was higher than anticipated amount.
TOTAL ECONOMIC DEVELOPMENT SALES TAX FUND			\$ 30,000	
INCREASE IN FUND BALANCE				

FY 15 Budget Amendment # 2
To be Delegated to City Manager
August 3, 2015

GENERAL FUND				
<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) Legislation				
6720	Election Costs	10,000		Additional cost for GO Bonds
6010	Professional Services		(10,000)	voting
2) General Administration				
6090	Postage	3,000		Extra postages for mailing GO Bonds
6070	Temporary Labor		(3,000)	education
7850	Awards & Gifts	3,500		Appreciation dinner for Boards and
7090	Office & Computer Equip.		(3,500)	Commissions
3) Human Resources				
5001	Salaries Full-time	1,000		
5340	Salaries Part-time		(1,000)	
6050	Maintenance Contract	1,200		Out source Benefit Administration
6010	Professional Services		(1,200)	
4) Finance				
5340	Salaries Part-time	8,000		Temporary part-time needed during vacancy
5001	Salaries Full-time		(8,000)	of Admin. Asst. position
6001	Auditing Services	5,300		Additional extra hours for Auditors
6010	Professional Services		(5,300)	auditing FY 2014
7001	Office Supplies	4,000		Increase demand from other depts.
7650	Parking Meter Parts		(4,000)	
6170	Insurance Liability	3,400		Was not originally budgeted
6610	Staff Training		(3,400)	
5) Information Technology				
5420	Workers Comp.	2,000		Workers comp. was not budgeted
5001	Salaries Full-time		(2,000)	adding new position 2nd half
5460	Medical Insurance	8,000		Adjusting benefits for new position
5660	Social Security	2,200		
5900	Medicare	600		
6560	Technical Services		(10,800)	Reclassify budget
6010	Professional Services	12,000		
6050	Maintenance Contracts	6,000		
8180	Office Furniture and Equipment		(18,000)	Reclassify budget
6400	Office Equipment Maintenance	2,800		
6320	Internet Service		(2,800)	Reclassify budget
7001	Office Supplies	1,300		
7090	Office & Computer Equip.		(1,300)	Reclassify budget
6) Court				
6170	Insurance - Liability	3,000		Was not originally budgeted
7090	Office & Computer Equipment	3,600		
6010	Professional Service		(6,600)	

Council Agenda Item Cover

MEETING DATE: August 3, 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, Purdue Ave, Jackson Ave and Old Bonhomme Rd



STREETS MAP
 Department of Public Works and Parks
 City Hall, 6801 Delmar Blvd.
 University City, MO 63130
 Tel. 314-505-9560



August 3, 2015

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

		Page
I.	General	1
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
V.	Statements and Payrolls	5
VI.	Record of Materials, Supplies, and Labor	5
VII.	Subletting or Assigning the Contract	5
VIII.	Safety: Accident Prevention	6
IX.	False Statements Concerning Highway Projects	6
X.	Implementation of Clean Air Act and Federal Water Pollution Control Act	6
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 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:: August 3, 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 Forsyth Boulevard.

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

CALOP Commission Meeting Minutes
Thursday, June 25, 2015
University City, U City Library, Room #2
6:00 PM

Members in Attendance: David Stokes, Dennis Riggs, Patricia McQueen, Claire Linzee, Beth Norton, and Edward Luby

Members Excused:

Members Absent: Councilmember Terry Crow

Others in Attendance: Keith Cole

Call to Order

The meeting was called to order by Ms. McQueen, acting Chairperson for the meeting, at 6:05pm.

Approval of Agenda

A motion was made to approve the agenda by Ms. Linzee and seconded by Mr. Stokes with the change to move the Treasurer's Report to Section IV, Agenda Items to Section V, and to table the By-Laws to the next meeting. The motion carried unanimously.

Approval of Minutes

A motion was made to approve the April 23, 2015, minutes by Mr. Stokes and seconded by Ms. Linzee. The motion carried unanimously.

Treasurer's Report

Mr. Cole reported as of May 31, 2015, the current year to date expenses and ending fund balance. A motion was made by Mr. Luby and seconded by Mr. Stokes to approve the Treasurer's Report. The motion carried unanimously.

A motion was made to move the remaining project balance from project, "CALOP School Project," in the amount of \$887.79 back to the fund balance, by Mr. Stokes and seconded by Mr. Luby. The motion carried unanimously.

A motion was made to move the remaining project balance from project, "There's No Place Like It," in the amount of \$5,825.00 back to the fund balance, by Mr. Stokes and seconded by Ms. Linzee. The motion carried unanimously.

Agenda Items

Discussion of topic was how to proceed with CALOP. The proposal from the Mayor, Councilmember Jennings, and Mr. Riggs was discussed further on the possibilities of how to get this proposal up and running. The proposal consists of creating a University City Training Center.

It was decided to draft a Request for Proposal (RFP), which would outline the specifics on how to run / operate a Training Center. Mr. Stokes and Mr. Riggs volunteered

themselves to help write the RFP, and then to bring back a draft copy for review at the next month's meeting.

Ms. McQueen handed out copies of a CALOP Grant Reserves Scenario and CALOP Grant Judging Criteria Checklist.

Besides the Media Training Center proposal, there are four additional proposed projects that have been brought before CALOP. It was proposed to meet at 5:30pm, July 23, 2015, to meet and discuss these proposals. Before the meeting, it was recommended for everyone to complete the CALOP Grant Judging Criteria Checklist and requested amount to give. Everyone was in agreement to meet at 5:30pm to discuss the proposals.

Also, during this time, the possibility of creating Sub-Committees may be discussed.

Next Meeting Date (Tentative)

The next meeting is scheduled for July 23, 2015, at 6:00 pm. Location is U City Library – Room 2.

Adjournment

A motion was made to adjourn the meeting at 7:21pm. The motion carried unanimously.

**Historic Preservation Commission
March 19, 2015 Meeting Minutes
(approved 5-21-2015)**

The Historic Preservation Commission held a meeting in the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on Thursday, March 19, 2015. The meeting commenced at 6:30 pm.

1. Roll Call

Voting Members Present

Donna Marin, Chairperson
Esley Hamilton, Vice-Chairperson
Richard Wesenberg
James Guest
Bill Chilton
Mark Critchfield
Mary Pat Gallagher

Voting Members Absent

None

Non-Voting Members Present

Rod Jennings, Council Liaison

Staff Present

Zach Greatens, Planner

2. Approval of Minutes

2.a. November 20, 2014 Historic Preservation Commission meeting minutes

A motion was made by Mr. Hamilton to approve the November 20, 2014 meeting minutes as written. The motion was seconded by Mr. Guest and carried unanimously.

3. Old Business – None

4. New Business – None

5. Other Business

5.a. Discussion – Proposed replacement of light fixtures for pedestrian lights in Civic Complex Historic District (Local Designation and National Register of Historic Places) *INFORMATIONAL ONLY – NO VOTE REQUESTED.*

Mr. Greatens briefly provided background information and explained that the agenda item was being presented for informational purposes only since it was not a project that required a recommendation from the Historic Preservation Commission per the District Standards.

Ms. Jenny Wendt with the Department of Public Works and Parks explained the details of the proposal. She stated that the existing pedestrian light fixtures in the Civic Plaza along Delmar Boulevard and Trinity Avenue were in need of replacement due to the age of the fixtures, low

light output, and high maintenance cost. The proposed fixture would be more consistent with the 1985 Civic Plaza Master Plan than the current fixtures. The proposed fixtures would also be more energy efficient and provide better lighting.

Questions, Comments, and Discussion:

- Commission members asked about the timeframe of the project and discussed some of the fixture details as well as other similar examples in the area.

Ms. Wendt stated that the proposed time frame for the project to move forward was eight to ten weeks.

5.b. Public Comments

5.c. Election of Officers – Nomination and Election of Chairperson and Vice-Chairperson

A motion was made by Mr. Hamilton to nominate Ms. Marin as Chairperson. The motion was seconded by Mr. Guest and carried unanimously. Ms. Marin was elected to serve as Chairperson.

A motion was made by Mr. Wesenberg to nominate Mr. Hamilton as Vice-Chairperson. The motion was seconded by Mr. Chilton and carried unanimously. Mr. Hamilton was elected to serve as Vice-Chairperson.

6. Reports

6.a. Council Liaison Report

Mr. Jennings had no update.

6.b. Department Report: Update from staff

Staff had no update.

7. Adjournment

The meeting adjourned at 7:05 pm.

RULES OF ORDER AND PROCEDURE
OF THE COUNCIL OF UNIVERSITY CITY

Approved July 14, 2014

Section I

MISSOURI LAW AND THE CHARTER

Rule 1

Rules of the Council must conform to the provisions of Missouri State Law. Specifically, the Council must act in accord with the Sunshine Law and its rules for public and private meetings and adequate notice of meetings, which generally refers to Missouri Open Meetings and Records Act as found in Sections 610.010 through 610.035 of the Revised Missouri Statutes. The Sunshine Law pertains to e-mail messages that re-transmitted among the members of public governmental bodies. Any member of a public body that transmits an e-mail to at least three other members of the body so that when counting the sender, a majority of members are copied, a copy of the e-mail or the member forwarding the business related e-mail to additional member(s), which would constitute the majority, shall be sent to either the custodian of records, or the members' public office computer. Any such message, subject to the exceptions of Section 610.021, shall be considered a public record upon receipt by the custodian or at the public member's computer.

Rule 2

Rules of the Council must conform to the provisions of the Charter of University City, Missouri. Specifically, the Mayor and Councilmembers must act in accord with Article II of the Charter.

Section II

MEETINGS

Rule 3

The Council shall meet in Regular Session in the Council Chambers on the fifth floor of City Hall or other posted location on at least one and usually two Monday nights of every month at 6:30 p.m. The Council may, by motion, dispense with any regular meeting, but at least one meeting must be held in each month. A schedule of regular meetings will be determined during the preceding year by the City Council and printed in the City Calendar City website and on the City marquee. A majority of the Councilmembers elected (or appointed) shall constitute a quorum to do business, but a smaller number may adjourn such meetings. If Councilmembers know in advance they cannot attend a specific Council meeting, they must inform the Mayor and/or City Clerk.

Rule 3-A

All efforts should be expended to ensure that a quorum of Councilmembers is physically present at all meetings. In case of an emergency situation or other circumstances preventing physical attendance, Councilmembers may attend meetings and vote via video conference transmission. If at any time during a meeting one or more of the elements of a video conference becomes compromised (e.g. if any participants are unable to see, hear or fully communicate), then the video conference participant is deemed immediately

absent and this absence should be reflected in the minutes. Councilmembers attending a meeting via video conference are deemed present for purposes of participating in a roll call vote to the same effect as Councilmembers who are in physical attendance of the meeting. If the video conference fails during the act of voting, the voting shall stop until all of the components of the video conference attendance are restored and the video conference participant's presence is again noted in the minutes. If the video conference cannot be restored during voting, the participant will be deemed immediately absent and will not participate in the vote. Council meeting minutes shall reflect the Councilmember, if any, participating via video conference. Participation and vote by video conference shall not be permitted in closed meetings of Council.

Rule 4

Special Sessions may be called by any two members of the Council by written request filed with the City Clerk, who shall thereupon prepare a notice of such Special Session, to make diligent effort to notify each member of the Council, either by telephone or e-mail, of such special session. If a majority (4) of the Council does not attend the called Special Session, then discussion may be held, but decisions voted upon must wait until a majority (4) is present at another special or regular council meeting. Minutes will not be made of any Council meeting when a majority is not present.

Rule 5

Except as otherwise provided by the Charter or by these rules, the proceedings of the Council shall be guided by Robert's Rules of Order, as Revised. The presiding officer shall preserve the decorum and shall decide all questions of order subject to appeal to the Council. Any member may appeal to the Council from a ruling of the presiding officer. If the motion for an appeal is seconded, the member making the appeal may briefly state the reason for the same, and the presiding officer may briefly express the ruling; but there shall be no debate on the appeal and no other member shall participate in the discussion. The presiding officer shall then put the question to vote as to whether the decision of the chair shall be sustained. If a majority of the members present vote "aye" the ruling of the chair is sustained; otherwise, it is overruled.

As per *Robert Rules of Order, Newly Revised, 11th Edition, page 468*, the minutes of the meetings of the City Council, "shall be a record of what was done at a meeting, not what was said by the members".

Rule 6

The Council is free to use "general consent" or "consensus" in meetings as detailed in *Robert's Rules of Order, Newly Revised, 10th Edition; page 51*. As noted: "In cases where there seems to be no opposition in routine business, time can often be saved by the procedure of unanimous consent, or as it is also called, general consent. Action in this manner is in accord with the principle that rules are designed for the protection of the minority and generally need not be strictly enforced when there is no minority to protect. Under these conditions, the method of unanimous consent can be used either to adopt a motion without the steps of stating the question and putting the motion to a formal vote, or it can be used to take action without even the formality of a motion...Unanimous consent does not necessarily imply that every member is in favor of the proposed action; it may only mean that the opposition, feeling it is useless to oppose or discuss the matter, simply acquiesces. "

Rule 7

No member of the Council may leave the room while in formal session of the Council, as defined by Robert's Rules, without acknowledgement from the presiding officer. If/when a conflict of interest exists on an agenda item, the member of Council affected shall recuse himself/herself and must leave the dais until the vote is concluded.

Rule 8

Notice of a closed meeting must be given by the City Council, including the time, date and place of the closed meeting and the reason for holding it by reference to the specific exception allowed pursuant to the provisions of Section 610.021 RSMo. An example is Section 610.021(1) RSMo, legal actions, causes of action, litigation or confidential legal communications. Notice must comply with the same procedures set forth in Section 610.020 RSMo for notice of a public meeting. See Section 610.022 RSMo. No meeting can be closed without an affirmative public vote of the majority of a quorum of the City Council (four members). The vote of each member on the question of closing a public meeting and the specific reason for closing the public meeting by reference to the specific section of the Sunshine Law must be announced publicly at an open meeting and entered into the minutes. There must be a motion to close the open meeting, and if any Councilmember believes that such motion, if passed, would be in violation of the Sunshine Law, such Councilmember must state his or her objection to the motion at or before the time the vote is taken on the motion. The City Council must enter in the minutes any objection made. Any Councilmember making such objection must be allowed to fully participate in any meeting that is closed to the public over the Councilmember's objection. In the event the objecting Councilmember also voted in opposition to the motion to close the meeting, the objection as entered into the minutes is an absolute defense to any claim filed against the Councilmember pursuant to the section of the Sunshine Law relating to violations. See section 610.022 RSMo.

Any meeting closed pursuant to the Sunshine Law must be closed only to the extent necessary for the specific reason announced to justify the closed meeting. The City Council must close only an existing portion of the meeting facility necessary to house the Councilmembers in the closed session, allowing members of the public to remain to attend any subsequent open session held by the City Council following the closed session. See Section 610.22 RSMo.

A journal or minutes of closed meetings must be taken and retained by the City Council, including, but not limited to, a record of any votes taken at such meeting. The minutes must include the date, time, place, Councilmembers present, Councilmembers absent and a record of any vote taken. Any votes taken during a closed session must be taken by roll call. When a roll call vote is taken, the minutes must attribute each "aye" and "nay" vote or abstention if not voting to the name of the individual Councilmember. See Sections 610.015 and 610.022 RSMo.

No audio recording of any closed meeting, record, or vote closed pursuant to the Sunshine Law is permitted without the permission of the City Council. Any person who does so is guilty of a State misdemeanor. See Section 610.020 RSMo.

Any Councilmember betraying the confidentiality of a closed session can be censured by the Council to the extent decided upon by the remaining Councilmembers.

Rule 9

For the purposes of obtaining more information on a specific subject, and for the opportunity to ask questions on a subject prior to making a decision, the Council may choose to hold Study Sessions. These sessions can be held at any time, and shall be posted in accordance with the Missouri Open Meetings and Records Act.

Study Sessions held prior to regularly scheduled Council meetings will begin with any questions in regard to the Regular Session's agenda. The Study Session agenda will then proceed as time permits,

Study Sessions shall be designed for Council deliberations and shall not be open for citizen comment, except when such comments are approved by a majority of the Council at a specific meeting. Members of Council and staff shall be prepared to consider any questions arising from a Study Session at the next regularly scheduled Council meeting.

Rule 10

At the Regular meetings of the Council, the order of business shall be as follows (this may be changed or by majority vote of Council after being moved and seconded)

1. Call to Order
2. Roll Call
3. Approval of Agenda.
4. Proclamations
5. Approval of Minutes
6. Appointments
7. Swearing In
8. Citizen Participation
8. Public Hearings
9. Consent Agenda
10. City Manager's Report
11. Unfinished Business
12. New Business/Bills to be Introduced
13. Citizen Participation
14. Council Reports and Business
15. Council Comments
16. Adjournment

Rule 11

Routine City business agenda items may be grouped under a Consent Calendar and voted on as one item with no discussion. Any item may be removed from the Consent Calendar and voted on separately by request from a member of the Council.

Rule 12

The Council Reports and Business section of the agenda is designed for members to

present Board and Commission liaison reports and to discuss other issues/items which members want to formally present to other members of Council.

- a) The presiding officer will present a list of pending Board and Commission appointments and reappointments to the Council under this section at each session.

Rule 13

The Council Comments portion of the agenda is designed to allow Council- members time to freely express their opinions and ideas on topics of interest to them.

Rule 14 The Citizen Participation sections of the agenda are designed to allow members of the general public time to express their thoughts and concerns to members of Council, staff and the community at large. This section of the agenda is not meant to be time for a discussion between the speaker, members of Council or City staff. This is not to disallow a simple answer.

Section III **ORDINANCES**

Rule 15

All proposed ordinances and resolutions shall be introduced in written form and identified as to who proposed: City Manager or member of the City Council. All proposed ordinances shall be prepared by the City Attorney or bear the City Attorney's certification that they are in correct form. A copy of each proposed ordinance shall be sent to each member of the Council prior to the first reading. The first reading is for information and shall have attached to it a brief resume of the bill as prepared by or for the City Manager, together with the reasons for the introduction thereof or, if an amendment of an existing ordinance is proposed, the nature of the change sought to be made. A bill may be "defeated" or "killed" with a motion and a second or by postponing indefinitely with a second.

Rule 16

The City Manager shall not request the introduction and passage of any bill carrying an emergency clause unless a copy of said bill has been delivered to each member of the Council, together with a resume thereof and the reasons for the emergency, at least 24 hours prior to the meeting of the Council at which said bill is to be introduced.

Rule 17

Following the second or third reading of any bill, the question shall be put by the chairman, "What is the pleasure of the Council?" A Councilmember shall motion in the affirmative or negative, if the motion is followed by a second, a roll call vote will be taken to either confirm or deny the passage of the bill.

Rule 18

Any bill shall be subject to amendment until the vote for final passage; however, substantive amendments will require the bill be continued to the next meeting. What is substantive will be decided by vote of the Council.

Rule 19 Except as provided in the Sunshine Law or as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each 'aye' and 'nay' vote to the name of the individual Councilmember.

Section IV
RIGHTS TO THE FLOOR

Rule 20

Any member of the public may speak at a Council Regular Session at the times listed in Rule 10 and Rule 14, under the following conditions:

- 1) Speakers must fill out a written form, available at the entrance, and place the completed form in the respective inbox for either "agenda" or "non-agenda" items.
- 2) The Mayor will call speakers to the microphone at the appropriate time.
- 3) A member of the audience may also be called to the microphone to answer specific questions at the discretion of the Council. A City employee should be called forward only if the City Manager requests the Mayor to do so.
- 4) All speakers must give their name and address.
- 5) All speeches are limited to five (5) minutes or less.
- 6) When warranted the City Manager will send a letter, e-mail or place a phone call to the speaker in answer to his/her comments.

Rule 21

All special committees shall be proposed by the Mayor or any two members of Council and approved by a majority of Council.

Rule 22

By consent of a majority of the Council, a special committee may be appointed at any time to hold public hearings for the Council upon any matter pending before it.

Section VI
CITY OFFICERS

Rule 23

The City Manager shall attend all meetings of the Council unless excused by the Council. The City Manager shall keep the Council fully advised of the financial condition and needs of the City. The City Manager shall make recommendations to the Council and may take part in discussions on all matters concerning the welfare of the City, but shall have no vote in the meetings of the governing board.

Rule 24

In advance of each meeting of the Council, the City Manager shall prepare an agenda of matters, including ordinances and resolutions, to be presented to the Council at each such meeting. Members of the Council desiring reports or a discussion upon any matter involving the administrative offices of the City shall notify the City Manager in time to include such matter upon the agenda. An ordinance or resolution will be placed on the agenda at the request of two members. Any resolution that has

been finally disposed of at a meeting may not be brought back or renewed at a subsequent meeting for 12 months and any resolution that is the same or essentially the same will be considered out of order during that time period. The agenda should be received at least ten days before the meeting. Copies of the agenda shall be accessible at City Hall, in the Library and on the website as soon as possible in advance of each Council meeting and e-mailed or hand-delivered to all members of Council.

Section VII
COUNCIL OFFICERS

Rule 25

The City Clerk shall be ex-officio clerk of the Council and shall perform such duties as may be provided by the Charter or by job description. The City Clerk shall keep a journal of the proceedings of the Council including the kind of meeting, date, time and place, presence of participants. The body of the minutes should identify all speakers, including an abstract or text of each address, and include motions made, any amendments thereto, points of order, dispositions of these matters, and the time of adjournment. The format of the journal can only be changed by a vote of the majority of the Council. The minutes of the meetings shall be transcribed within a reasonable period after each meeting. The Clerk shall furnish each Councilmember with a copy of the minutes of the preceding meeting.

Rule 26

The City Clerk is responsible for preparing and maintaining the final agenda which includes Proclamations, Minutes, Appointments, Swearing In, Public Hearings, Consent Agenda, City Manager's Report, Unfinished Business and New Business which was previously approved by the City Manager.

Rule 27

The City Clerk shall post copies of notices of all Council meetings on the City Council's bulletin board on the lower level of City Hall, at the University City Library and on the City's website and alternate locations as Council deems appropriate.

Section VIII
NON-PARTISAN COUNCIL

Rule 28

Members of the City Council serve in a non-partisan capacity.

Rule 29

Mayoral and Councilmember elections are non-partisan.

Rule 30

When members of the Council engage in partisan political endorsements and activities, they should make it as clear as possible that they are acting as individuals, in a non-City official capacity and do not represent the Council or City. City letterhead and logos are to be used only for official City business and are not to be used in

support of any candidate.

Section IX
COUNCIL POSITIONS ON ISSUES

Rule 31

No member may represent the Council or the City in taking a position on a political issue unless the position has been previously agreed to by a majority of the Council. However, votes taken at meetings of the St. Louis County Municipal League, the Missouri Municipal League, the National League of Cities, Metro Mayors, National Conference of Black Mayors, and United States Conference of Mayors organizations will be decided by a majority of those members of the Council who are members and present at such meetings; unless a position has previously been decided on an issue by the Council as a whole, in which case the latter shall prevail.

Rule 32

- A. When presenting personal positions or views, Councilmembers should make it clear that these are not the positions of the City or Council
- B. Nothing in these rules is meant to limit the First Amendment Speech rights of any individual member of Council

Section X
REMUNERATION

Rule 33 Members of the Council shall receive no remuneration except that specified in the City Charter of University City.

Mayor and Councilmembers salaries can only be changed by a change in the City Charter, which requires a voter approval by the residents.

Rule 34

Members of the Council shall make no personal use of City resources, e.g., supplies, personnel, equipment, facilities, paper. Resources of the City Clerk's office may be used in an official capacity. Resources of the legislative budget may be used according to the rules of the Council's travel and expense policies and guidelines. Members of the City Council shall pay the same fees for City services and facilities as other citizens except for park passes.

Rule 35

No Councilmember should receive any gratuity from anyone doing business with the City.

Section XI
INTERNAL COMMUNICATIONS

Rule 36

As per the City Charter, members of Council have the right to communicate with members of staff for the purpose of inquiry. However, whenever possible, Council inquiries should be channeled through the City Manager's office.

Rule 37

Contents of executive sessions and confidential memos must be kept confidential.

Section XII

APPOINTMENTS TO BOARDS AND COMMISSIONS

Rule 38 - A

1. Each Group A Board or Commission appointment will be linked to a specific Council seat. This will be the “appointing Council member”. Appointing Council members elected in 2010 (2014, 2018...) will be Ward 1A, Ward 2B, and Ward 3A. Council members elected in 2008 (2012, 2016...) will be Ward 1B, Ward 2A, and Ward 3B. Appointments must conform to any special conditions in the City Ordinance
2. The initial linkage of Board and Commission seats is attached (A).
3. When a Board or Commission seat is vacant, the appointing Council member will have 30 days from the date of the vacancy to make an appointment. If there is no appointment after 30 days, the appointment will be transferred to the other Council member in that Ward. If the seat remains open after an additional 30 days, the appointment will be transferred to the Mayor. The intent of the City Council is that a new appointment to a Board or Commission will be made prior to the expiration of the previous member’s term. The above (1, 2, 3) apply to initial appointments
4. It is the intention of the Council that a person serves no more than two terms on the same Board or Commission, except for the Library Board, which allows three terms. The Council Liaison to a Board or Commission can re-appoint a sitting Board or Commission member to a second term. In special circumstances, the re-appointing Council liaison can ask the Council to approve a reappointment for a third term or an extension shorter than a full term.

If the council liaison declines to make a specific re-appointment within thirty days of a vacancy, the seat is declared vacant and the initial appointment process applies.

5. These rules apply to the following (group A) Boards and Commissions:

- Building Code Appeals
- Plan Commission
- Infill Review Board
- CALOP
- Traffic Commission
- Green Practices Committee
- Urban Forestry Commission
- Historic Preservation Commission
- Park Commission
- Commission on Human Relations

Municipal Commission on Arts and Letters (15 members;
(2 appointments for each Councilmember; 3 for the Mayor)
Board of Trustees of the Non-Uniformed Employee Retirement Fund
Board of Trustees of the Police and Firemen's Retirement Fund
Library Board Seats 1, 2, 3, 4, 5, 6, 7 are subject to the rules in 38-A

Rule 38 – B

1. The definition of Council seats 1A, 1B, 2A, 2B, 3A, 3B in 38-A (1) shall apply to the Civil Service Board. Appointments must conform to any special conditions in City ordinances.
2. Starting with the adoption of these rules, the next appointments to the Civil Service Board will be rotated as follows: 1A, 3A, 2A, 1B, 3B, 2B, M.
3. When a Civil Service Board seat is vacant, the appointing Council member will have 30 days from the date of the vacancy to make an appointment. If there is no appointment after 30 days, the appointment will be transferred to the other Council member in that Ward. If the seat remains open after an additional 30 days, the appointment will be transferred to the Mayor.
4. The above (1, 2 3) apply to initial appointments. It is the intention of Council that a person serves no more than two terms on the same Board or Commission. If the Council liaison declines to make a specific re-appointment within thirty days of a vacancy, the seat is declared vacant and the initial appointment process applies.
5. The Council liaison can re-appoint a sitting Civil Service Board member to a second term.

Rule 38-C

1. Seats 8 and 9 on the Library Board are defined in attachment A
2. Starting with adoption of these rules, the next appointments to seats 8 and 9 of the Library Board will be jointly rotated as follows: 3A, 2B, 1A, 2A, 1B, 3B, M.
3. The appointing Council member will have 30 days from the date of the vacancy to make an appointment. If there is no appointment after 30 days, the appointment will be transferred to the other Council member in that Ward. If the seat remains open after an additional 30 days, the appointment will be transferred to the Mayor.
4. Reappointments to seat 8 and 9 are the responsibility of the Council liaison. If the Council liaison declines to make a specific re-appointment within thirty days of a vacancy, the seat is declared vacant and the initial appointment process applies.

Rule 38-D

A Board or Commission seat shall be declared "vacant":

1. On the date when a member's term expires, or
2. On the date a member resigns, or
3. The date a member is removed by other means

Rule 38-E

If a Board or Commission member has 3 consecutive unexcused absences or 3 unexcused absences in a calendar year, the Council liaison can request that the Council send a letter to that Board or Commission member to determine whether the Board or Commission member wishes to continue serving, or wishes to resign from that Board or Commission. If there is no response to the letter within 3 weeks or if the member continues to be absent without excuse, then the Council can send a follow-up letter informing the member that he/she is deemed to have resigned and will be replaced by the Council.

Rule 38-F

University City citizens may serve on only one University City Board or Commission at a time. Anyone who already serves on one Board or Commission may not be appointed or re-appointed to a second Board or Commission. This rule does not apply to the Mayor or Councilmembers.

Rule 39

Before providing the applications to members of Council, the City Clerk will check to determine whether a nominee has resigned from a board or commission prior to the expiration of his or her term. Failure to complete a term by resignation shall be a disqualification for future appointment unless the failure to complete the term was beyond the individual's control.

Rule 40

Councilmembers are required to serve as liaisons to boards and commissions and will be appointed by the Mayor. These appointments should be rotated every two years, after the April municipal elections.

The liaison serves as a communicator between the Council and the board/commission, and does not vote or participate in the work on the Board or Commission as a full deliberator.

As liaisons, Councilmembers are required to attend Board and Commission meetings and report back to the entire Council on work of those bodies. Such reports shall be presented in the Council Reports and Business section of the agenda of a Regular Council meeting.

**MEMBER LEVELS ESTABLISHED BY UNIVERSITY CITY CHARTER OR BY REVISED STATE
LIMITATION (RSMO)**

COUNCIL APPOINTMENT SEAT

1 HISTORIC PRESERVATION COMMISSION

- 1A Presently held by Stephen Kraft
- 1B Presently held by Terry Crow
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch

2 CODE OF APPEALS

- 1A Presently held by Stephen Kraft
- 1B Presently held by Terry Crow
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch

3 BOARD OF ADJUSTMENT

- 1A Presently held by Stephen Kraft
- 1B Presently held by Terry Crow
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch
- M Presently held by Shelley Welsch

4 Board of Trustees of the Police & Firemens' Retirement Fund

- 1A Presently held by Stephen Kraft
- 1B Presently held by Michael Glickert
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch
Police Rep

Fire Rep

5 Board of Trustees of the Non-Uniform Employees Retirement Fund

- 1A Presently held by Stephen Kraft
- 1B Presently held by Michael Glickert
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch
Police Rep
Fire Rep

6 PLAN COMMISSION

- 1A Presently held by Stephen Kraft
- 1B Presently held by Terry Crow
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch

7 MUNICIPAL COMMISSION ON ARTS & LETTERS

- 1A Presently held by Stephen Kraft
- 1A Presently held by Stephen Kraft
- 1B Presently held by Terry Crow
- 1B Presently held by Terry Crow
- 2A Presently held by Paulette Carr
- 2A Presently held by Paulette Carr
- 2B Presently held by Michael Glickert
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings
- 3A Presently held by Rod Jennings
- 3B Presently held by Arthur Sharpe
- 3B Presently held by Arthur Sharpe
- M Presently held by Shelley Welsch
- M Presently held by Shelley Welsch
Rotation

8 CALOP University City Commission for Access & Local Origination Programming

- 1A Presently held by Stephen Kraft
- 1B Presently held by Terry Crow
- 2A Presently held by Lynn Ricci
- 2B Presently held by Michael Glickert
- 3A Presently held by Rod Jennings

- 3B** Presently held by Arthur Sharpe
- M** Presently held by Shelley Welsch
HEC-TV rep
Charter rep
School Liaison

9 PARK COMMISSION

- 1A** Presently held by Stephen Kraft
- 1B** Presently held by Terry Crow
- 2A** Presently held by Paulette Carr
- 2B** Presently held by Michael Glickert
- 3A** Presently held by Rod Jennings
- 3B** Presently held by Arthur Sharpe
- M** Presently held by Shelley Welsch

10 TRAFFIC COMMISSION

- 1A** Presently held by Stephen Kraft
- 1B** Presently held by Terry Crow
- 2A** Presently held by Paulette Carr
- 2B** Presently held by Michael Glickert
- 3A** Presently held by Rod Jennings
- 3B** Presently held by Arthur Sharpe
- M** Presently held by Shelley Welsch

11 L.C.R.A. Land Clearance Redevelopment Authority

- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch

12 I.D.A. Industrial Development Authority

- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch

13 ECONOMIC DEVELOPMENT RETAIL SALES TAX BOARD

- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch

- M** Presently held by Shelley Welsch
- M** Presently held by Shelley Welsch
Loop SBD
OBA
School Board

14 URBAN FORESTRY

- 1A** Presently held by Stephen Kraft
- 1B** Presently held by Terry Crow
- 2A** Presently held by Paulette Carr
- 2B** Presently held by Michael Glickert
- 3A** Presently held by Rod Jennings
- 3B** Presently held by Arthur Sharpe
- M** Presently held by Shelley Welsch

15 GREEN PRACTICES

- 1A** Presently held by Stephen Kraft
- 1B** Presently held by Terry Crow
- 2A** Presently held by Paulette Carr
- 2B** Presently held by Michael Glickert
- 3A** Presently held by Rod Jennings
- 3B** Presently held by Arthur Sharpe
- M** Presently held by Shelley Welsch

16 COMMISSION ON HUMAN RELATIONS

- 1A** Presently held by Stephen Kraft
- 1B** Presently held by Terry Crow
- 2A** Presently held by Paulette Carr
- 2B** Presently held by Michael Glickert
- 3A** Presently held by Rod Jennings
- 3B** Presently held by Arthur Sharpe
- M** Presently held by Shelley Welsch

LIBRARY BOARD (SEATS 8, 9 – TO BE ROTATED AS PER Rule 38C-2)

MEMBER LEVELS ESTABLISHED BY UNIVERSITY CITY CHARTER OR BY REVISED STATUTE OF LIMITATION (R)

1 CIVIL SERVICE COMMISSION

- Seat 1
- Seat 2
- Seat 3
- Seat 4
- Seat 5



APPOINTMENTS BY ROTATION

2 LIBRARY BOARD

- Seat 1 **1A** Presently held by Stephen Kraft
- Seat 2 **1B** Presently held by Terry Crow
- Seat 3 **2A** Presently held by Terry Crow
- Seat 4 **2B** Presently held by Lynn Ricci
- Seat 5 **3A** Presently held by Michael Glickert
- Seat 6 **3B** Presently held by Rod Jennings
- Seat 7 **M** Presently held by Arthur Sharpe

- Seat 8
- Seat 9



APPOINTMENTS BY ROTATION