



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
April 27, 2015
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

1. Proclamation for Make a Difference Volunteer Day
2. Proclamation for Sophia's Project

E. APPROVAL OF MINUTES

1. April 13, 2015 City Council Regular Session

F. APPOINTMENTS

G. SWEARING IN

1. Nancy McClain was sworn in to the Park Commission in the City Clerk's office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Information update on the City of University City's Youth Employment Program (YEP) beginning the week of June 8, 2015
INFORMATIONAL
2. Approval to award the Millar Park Trail Renovation Project to Spencer Contracting Co. in the amount of \$237,248.57: MoDNR's share will be \$47,550.00 and the City's share will be \$189,698.57.
VOTE REQUIRED
3. Approval to grant authority to the City Manager to execute the FMA grant agreement with the Federal Emergency Management Agency to complete the buyout of three (3) homes considered severe repetitive loss properties on Wilson Ave.
VOTE REQUIRED
4. Approval to award Key Equipment \$148,234.00, for a roll-off dumpster solid waste truck.
VOTE REQUIRED
5. Approval to award Key Equipment \$144,768.00, for a 25 yard rear loading solid waste truck.
VOTE REQUIRED

6. Approval to award Key Equipment \$119,793.00, for a 14-yard rear loading solid waste truck.
VOTE REQUIRED
7. Approval to award Downing Sales \$130,901.00, for grapple loading solid waste truck.
VOTE REQUIRED
8. Approval to authorize the City Manager to grant a sewer easement on City- owned property at 7579 Olive.
VOTE REQUIRED
9. Approval to authorize the City Manager to execute a Facilities Easement to provide proper rights to AT&T to have facilities at this City owned parcel of land.
VOTE REQUIRED

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9258** 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 Kingsland Ave. bridge reconstruction on Kingsland Ave. over NE branch of River des Peres.
2. **BILL 9259** 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 900 Purdue Avenue from "LC: - Limited Commercial District to "LR" Limited Residential District; and establishing permitted land uses and developments therein; containing a savings clause and providing a penalty.
3. **BILL 9260** 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. 6965.
4. **BILL 9261** – An ordinance amending Chapter 400 of the Municipal Code of the City of University City, relating to zoning, by amending Sections 400.2010; 400.2130; and 400.2140 thereof, relating to off-street parking regulations; containing a savings clause and providing a penalty.

M. NEW BUSINESS

RESOLUTIONS

1. Resolution 2015 – 7 FY 2015 budget amendments #1.

BILLS

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

- Committed General Fund Reserves and the audit. Requested by Councilmembers Carr and Crow
DISCUSSION

P. COUNCIL COMMENTS

Q. ADJOURNMENT



PROCLAMATION

OF THE

CITY OF UNIVERSITY CITY

WHEREAS, University City, Missouri is a community with a tradition of philanthropy and volunteerism; and

WHEREAS, University City, Missouri encourages its citizens to collaborate through service to identify and solve community issues; and

WHEREAS, for twenty-four years the fourth Saturday in October has been designated as Make a Difference Day, the nation's largest day of service encouraging volunteers to make a difference in their communities; and

WHEREAS, University City, Missouri has participated in Make a Difference Day since 2010, for the purpose of improving our community; and

WHEREAS, over 300 University City volunteers participated in the October 24, 2014, Make a Difference Day helping improve homes in our community, clean-up alleys and streets, collect donated food, clear brush from the River des Peres and much more; and

WHEREAS, the October 24, 2014, effort in University City included hundreds of volunteers from Our Lady of Lourdes Parish, who undertook several large scale and labor intensive projects to provide twenty-five senior residents with much needed home maintenance assistance; and

WHEREAS, University City, Missouri has been selected as one of fourteen communities nationwide to receive a Make a Difference Day award and \$10,000 grant in recognition of the outstanding efforts of community volunteers; and

WHEREAS, a Make a Difference Day Community Celebration will be held on May 12, 2015, at 11:30 a.m. at Heman Park for the purpose of honoring our community volunteers and donating the \$10,000 grant to a local non-profit, Safe Homes for the Elderly and Disabled;

NOW, THEREFORE, I, Shelley Welsch, Mayor of the City of University City, Missouri, do hereby proclaim May 12, 2015, as

MAKE A DIFFERENCE VOLUNTEER DAY

and acknowledge all those in this community who are inspirational in their efforts and commitment to make their organizations, families, community, country, and world a better place.

WHEREOF, I have hereunto set my hand and caused the Seal of the City of University City to be affixed this 23rd day of April in the year Two Thousand and Fifteen.

Mayor Shelley Welsch

SEAL

City Clerk



PROCLAMATION

OF THE CITY OF UNIVERSITY CITY

WHEREAS, The Sophia Project is a non-for profit organization in St. Louis City and County; and

WHEREAS, The Sophia Project's mission is to "engage, educated and empower young women to embrace personal awareness, and building healthy relationships; ; and

WHEREAS, The Sophia Project is a non-for profit organization committed to serving over 300 girls in University City, and St. Louis City schools and was founded and established on January 9, 2011 in University City by Dawn Price; and

WHEREAS, the weekly out-of-school program K.I.S.S. (Keep It Safe and Sacred) involves pairing students with mentors of similar demographic backgrounds who offer guidance, processing and discussion of issues vital to teens; and

WHEREAS, K.I.S.S. operates thirty-four weeks out of the year with the in-school program being offered thirteen weeks each semester and eight weeks during the summer; and

WHEREAS, The Sophia Project would like to honor the women who have dedicated themselves to mentoring over 100 young women over the last four years with their time, resources and commitment.

NOW, THEREFORE, I, Shelley Welsch, Mayor of the City of University City, Missouri, do hereby proclaim May 3, 2015, as

A DAY OF HONOR FOR THE WOMEN OF THE SOPHIA PROJECT

and acknowledge The Sophia Project's commitment to providing guidance and support for teenage girls.

WHEREOF, I have hereunto set my hand and caused the Seal of the City of University City to be affixed this 27th day of April in the year Two Thousand and Fifteen.

Mayor Shelley Welsch

SEAL

City Clerk

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
April 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, April 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 Lehman Walker, City Manager.

C. APPROVAL OF AGENDA

City Manager Lehman Walker requested that item K-3 be removed from the agenda.

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

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. March 23, 2015 City Council Regular Session minutes were moved by Councilmember Sharpe, seconded by Councilmember Jennings.

Councilmember Carr questioned what was and was not included in the minutes and therefore would vote against the approval of these minutes.

Mayor Welsch asked Councilmember Carr if she wished to make any corrections or an amendment to the motion. Councilmember Carr stated that she did not.

Voice vote on Councilmember Sharpe's motion carried by a majority, with a Nay vote by Councilmember Carr.

F. APPOINTMENTS

G. SWEARING IN

1. James Stephenson was sworn in to the Civil Service Board.
2. Nancy McClain to be sworn in to the Park Commission at a later date.
3. Nicole Thomas was sworn in to the Arts and Letters Commission in the City Clerk's office

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Leif Johnson, 836 Barkley Square, University MO

Mr. Johnson stated that he voted against Propositions S and P largely on the basis of a flyer issued in April 2013. Propositions which had raised several questions.

E-1-1

1. The bond issue was to be used to bring City streets from a rating Level of 6.2 up to a Level 9, but the proposed budget rated the streets at a Level 7 stating they were in good condition.
2. How the 6.2 rating was obtained.
3. Which municipalities have streets rated at a Level 7 or above?
4. The cost difference in street repair as stated in the City's mailed flyer and the City's budget. The difference in the bond issue use of money for a three year and the City's proposed budget spending for the same period of time.
5. Have any other taxes been allocated to streets and sidewalks since the bond issue of 1994?
6. What percentage of the monies spent on streets has come from bond issues?
7. Was the brochure mailed from the City legal and what was the cost to produce and mail it?

Mr. Johnson's statement can be found at the end of these minutes.

Suzanne Greenwald, 836 Barkley Square, University City, MO

Ms. Greenwald stated that she did not like the way this bond issue was handled, with respect to monies spent on the flyer, the implied urgency for the need and the total dollar amount allocated for this purpose.

Jan Adams, 7150 Cambridge Avenue, University City, MO

Ms. Adams provided a brief overview of the legal process associated with the settlement of a discrimination lawsuit filed by a former City employee and discussed some of the posts made on social media.

She then stated that if Paulette Carr testified in this case and gave false testimony against the City, it could lead to her removal from Council. Ms. Adams strongly urged Council to request that the City Attorney investigate this matter and provide a recommendation.

Ms. Adams statement can be found at the end of these minutes.

I. PUBLIC HEARINGS

1. Zoning map amendment at 900 Purdue Ave from LC – Limited Commercial District to LR – Limited Residential District.

Mayor Welsch opened the hearing at 6:45 p.m. and hearing no request to speak the hearing was closed at 6:45 p.m.

2. Text amendment change to Zoning Code related to parking regulations

Mayor Welsch opened the hearing at 6:45 p.m.

Citizen's Comments

Don Fitz, 720 Harvard, University City, MO

Mr. Fitz cited several reasons for his belief that this is a good bill with bad results.

- The construction of a 200 unit apartment building and garage that would destroy the nature of the neighborhood
- Over ninety percent of the residents in University City Heights are opposed to this construction
- The construction would create traffic nightmares for an area that is already congested
- The construction would be destructive to the vitality of The Loop

Mr. Fitz suggested that the area be turned into a green space that people could enjoy and preserves the historic value of Civic Plaza.

Hearing no other requests, Mayor Welsch closed the hearing at 6:48 p.m.

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval of a Conditional Use Permit (C.U.P.) application for 6394 Delmar Blvd. – Mimi Hurwitz and Next Gen Companies Development dba Doughocracy; ground-floor restaurant (non-retail) with frontage on Delmar Blvd in CC – Core Commercial District.

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

Councilmember Kraft made a motion to modify the C.U.P. to include the following language previously agreed upon by staff and the applicant. *"Outdoor dining shall be permitted subject to the following conditions: (A) Outdoor dining shall be allowed on the sidewalk along Delmar Boulevard only. There shall be no outdoor dining on the sidewalk along Westgate Avenue. (B) The use of exterior speakers for music of any kind shall be prohibited. (C) An outdoor dining permit shall be obtained prior to the operation and use of the outdoor dining area. In addition to the conditions set forth above the applicant must adhere to all requirements and conditions of the approved outdoor dining permit."* The motion to amend was seconded by Councilmember Sharpe.

Councilmember Glickert stated that residents of Parkview Place had expressed concerns about outdoor dining at this location during the Plan Commission meeting and therefore he would concur with the modification proposed by Councilmember Kraft.

Councilmember Carr questioned whether these conditions accurately represented the agreement between both parties? Mr. Walker advised Councilmember Carr that the conditions had previously been discussed with the applicant. Councilmember Carr asked if the applicant was present.

Mimi Hurwitz of 112 East Hazel Dell, Springfield, Illinois, appeared on behalf of Doughocracy and stated that the aforementioned language accurately represented the compromise they had worked out with City staff.

Voice vote on Councilmember Kraft's motion to modify carried unanimously.

Citizen's Comments

Mary Broun, 6348 Washington, University City, MO

Ms. Broun appeared before Council on behalf of the residents of Parkview Place and stated that they were in favor of this modification.

Council's Comments

Councilmember Kraft stated that while he believed this is a compromise that works for everyone, going forward he would like Council to be more cognizant of outdoor dining specifically within the confines of the C.U.P. He stated that there are some businesses in the Loop who are not as mindful about the risks associated with outdoor dining and this is one way for Council to gain control over some of the crowds that congregate and cause problems.

Voice vote on the motion to approve the C.U.P. carried unanimously.

2. Approval to grant authority to the City Manager to sign and enter into a contract with Graybar for Millar Park Trail renovation project's electrical work. City's grant match is \$59,553.53 and MoDNR share is \$27,450.00.

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

3. Approval to grant authority to the City Manager to sign and enter into a contract with Spencer Contracting Company to widen Millar Park Trail. City's grant match is \$148,216.37 and MoDNR share is \$47,550.00. *(REMOVED BY THE CITY MANAGER)*
4. Approval to grant authority to the City Manager to sign and enter into a contract with Graybar for Millar Park Playground area, Sports Fields and Parking grant. City's grant match is \$ \$5,385.49 and Municipal Park Grant Commission share is \$33,072.00.

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

5. Approval to grant authority to the City Manager to enter into a Facility Use Agreement with the Midwest Association of Farmer's Market for the use of a portion of the City-owned parking lot (Parking Lot #4) for a Farmer's Market.

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

6. Approval to grant authority to the City Manager to enter into a contract with ADP for an annual fee of \$75,000.

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

Councilmember Carr asked Mr. Walker whether this money was being appropriated from Human Resources or the Finance Department. Mr. Walker stated it would be a blended appropriation; monies from the salary and benefits allocated to the vacant position in the Finance Department are essentially being used to cover the cost. Councilmember Carr asked Mr. Walker if this could be considered as a transfer of assets. Mr. Walker stated that it would be. Councilmember Carr asked if this would become effective immediately or for upcoming budget year? Mr. Walker stated the plan was to be implemented this by July 1st.

Councilmember Glickert asked Mr. Walker if ADP was the only bid that the City had received. Mr. Walker stated that the City had also received proposals from Integrated Payroll Services and Accupay, conducted interviews of all three applicants and determined that ADP would provide the best service.

Voice vote on Councilmember Sharpe's motion carried unanimously.

7. Approval of liquor license to Yummy 17, 8041 Olive Blvd, including Sunday sales.

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

8. Approval to grant authority to the City Manager to execute the Collective Bargaining Agreement between the City of University City and the University City Fire Department Shop, I.A.F.F. Local 2665, effective March 1, 2015 to March 1, 2018.

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

Councilmember Kraft questioned whether the fire union had voted to approve this contract? Mr. Walker stated that it had been ratified by the fire union.

Citizen's Comments

Kurt Becker, 118 Sylvester Avenue, St. Louis, MO

Mr. Becker stated that on behalf of Local 2665 he would like to extend thanks to Mr. Walker, the City Attorney, the Fire Chief and the Assistant Fire Chief for their efforts. He stated that this had been a challenging set of discussions, but at the end his belief is that both parties had reached an agreeable resolution.

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

L. UNFINISHED BUSINESS

BILLS

M. NEW BUSINESS

RESOLUTIONS

BILLS

Introduced by Councilmember Sharpe

- 1. **BILL – 9258** 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 Kingsland Ave. bridge reconstruction on Kingsland Ave. over NE branch of River des Peres. Bill 9258 was read for the first time.

Introduced by Councilmember Glickert

- 2. **BILL 9259** 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 900 Purdue Avenue from “LC: - Limited Commercial District to “LR” Limited Residential District; and establishing permitted land uses and developments therein; containing a savings clause and providing a penalty. Bill 9259 was read for the first time.

Introduced by Councilmember Jennings

- 3. **BILL – 9260** 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. 6965. Bill 9260 was read for the first time.

Introduced by Councilmember Glickert

- 4. **BILL 9261** – An ordinance amending Chapter 400 of the Municipal Code of the City of University City, relating to zoning, by amending Sections 400.2010; 400.2130; and 400.2140 thereof, relating to off-street parking regulations; containing a savings clause and providing a penalty. Bill 9261 was read for the first time.

Councilmember Carr stated that she had not received the minutes from the Plan Commission and would like to request a copy.

N. CITIZEN PARTICIPATION (continued if needed)

O. COUNCIL REPORTS/BUSINESS

- 1. Boards and Commission appointments needed

Mayor Welsch read the appointments that are needed.

- 2. Council liaison reports on Boards and Commissions

Councilmember Kraft stated that the Green Practices Commission has held ongoing discussions regarding yard waste and the Property Assessment Clean Energy Act (PACE). The Commission's goal with respect to yard waste is to get residents to think ecologically and recycle waste as much as possible. Staff has been asked to look at the cost of implementing procedures that would allow residents to receive free yard waste on a continual basis.

The Property Assessment Clean Energy Act is a way of funding energy-efficient changes. Cities are required to either set up their own board or become part of an existing board which then allows businesses or homeowners who elect to do so to put qualified energy-efficient projects into use and gives them the opportunity to apply for funds through this program. The loan amount is attached to an individual's property tax bill which is transferable if the property is sold. Councilmember Kraft stated that this program can also be used by municipalities. Mr. Walker and staff have been asked to look into this program.

Mayor Welsch stated that the Economic Development Retail Sales Tax Board will be holding their meeting this coming Thursday at 4 p.m. at the Heman Park Community Center. The Board will be reviewing applications submitted for next year and provide recommendations to Mr. Walker and City Council.

The Mayor stated that she had attended the reception for the sculpture series and encouraged residents to be on the lookout for the four sculptures that have been installed as part of the Arts & Letters collaboration with the Washington University School of Art. Sculptures will be on display

3. Boards, Commissions and Task Force minutes

4. Other Discussions/Business

- Committed General Fund Reserves and the audit. Requested by Councilmembers Carr and Crow.

Councilmember Carr asked Mr. Walker when Council could expect to receive the internal controls audit report. Mr. Walker stated that staff is in the process of preparing the City's response which would be forwarded to Council by the end of the month.

Councilmember Carr stated that based on the resolutions to commit funds that have been attached to her comments there should have been approximately \$500,000 committed for disaster recovery, and that last year she had asked for those funds to be set aside. This disaster recovery committed fund was not utilized when she reviewed the current CAFR report. Mr. Walker stated the money set aside had gone back into the reserve fund. Councilmember Carr stated that it was her understanding the funds should have gone back into the committed funds. Mr. Walker stated that if Council so desired, the money can be designated as a committed item. Councilmember Carr asked that such a designation be made to the budget, as well as the CAFR, to ensure that the funds are utilized for their intended purpose.

Councilmember Kraft stated that when this resolution was passed in 2011 he had been advised by the then Director of Finance Janet Watson that in order for them to put funds into reserves they had to be expensed. Since that time the government accounting rules have changed and the Finance Department is now permitted to put funds into reserves without having to expense them. The \$500,000 can be easily designated as a committed fund.

Mr. Walker assured Council that staff would have no difficulty in honoring their request to re-label the funds as a committed item.

P. COUNCIL COMMENTS

Councilmember Glickert stated that he wished to point out that over the weekend Ruth Park and Doug Castellari, had been favorably recognized by the *Post Dispatch*. He also wished to note that the author of the *Post Dispatch Golf Guide*, Dan O'Neill, was a graduate of U City High School.

Councilmember Carr stated that she had received a complaint from a business owner in the Loop related to problems he has been having with unlicensed musicians and panhandlers. She then asked Mr. Walker if he would explore the possibility of implementing an enforceable ordinance or any other measure that would ensure that vendors without a valid permit are prohibited from operating on U City's public streets.

Councilmember Carr stated that she was in receipt of several items of clothing marked with the City's logo and noted that this fat needed to be cut out of discretionary spending and used to fix the City's streets and provide parliamentary training for Council.

Councilmember Carr stated that last Tuesday the people of U City said no to Propositions S and P. In talking to citizens, she noted the overwhelming sentiment was that they were not happy with the fact that their voices had been marginalized. Councilmember Carr stated that this answer from the people will mark a new beginning and that the priorities of both this Council and the City's administration will begin to reflect the citizens of U City. She then asked the City Manager to look at the proposed budget, cut out all discretionary spending, use collected sales taxes appropriately, and find at least one million dollars that can be appropriated for street repairs and ADA improvements to one City park.

Councilmember Crow stated that although Council and residents may disagree on specific issues and policies, what is evident by last week's vote is that they all love U City. He stated that no one is contesting the fact that the City's streets need to be repaired, but the message sent from voters was about their frustration with not being included as a part of the process.

Councilmember Crow stated that he is in total agreement with the Mayor's statement that there is a need to maintain the City's 17 percent reserve requirement and asked that he be provided with copies of the resolutions delineating what monies should be set aside. He stated that what is clear to him is that there is a need for Council and this administration to improve their credibility with its citizens.

Councilmember Sharpe stated that he would like to thank the individuals who voted to give Frankie Muse Freeman a star on the Loop's Walk of Fame.

With respect to the bond issues, Councilmember Sharpe stated that while there are always two sides of a story, this is the first time in his 17 years on U City's Council that he has ever experienced any of his colleagues work so feverishly to oppose an issue that the majority of the Council voted to approve. So he would certainly have to agree that it is a new day.

Councilmember Kraft noted that it was also an honor to have Christine Brewer, one of the greatest voices in the world, added to the U City's Walk of Fame.

Councilmember Kraft stated that he would have to agree that there is nothing more democratic than a vote. So he would agree that as of April 8th it is Council's responsibility to start over and look at new ways to get these street repairs accomplished. Councilmember Kraft provide a brief calculation related to the City's reserve funds and agreed that \$500,000 should be set aside for homeowners impacted by the flood. He then invited his colleagues to join him in implementing a 1st Ward gathering designed to provide residents with an opportunity to make suggestions on where they would like to see cuts made to the budget in order to generate the one million dollar savings suggested by Councilmember Carr.

Councilmember Carr suggested that no cuts be made in the area of public safety.

Mayor Welsch made the following announcements:

- Health Protection and Education Services will conduct free health screenings on Saturday.
- U City in Bloom's preview party will be held on April 24th at the Heman Park Community Center. The plant sale will be held at the same location on April 25th and 26th.
- The Voyage of St. Louis will be shown at the U City Library on April 15th at 7 p.m. in observance of National Days of Remembrance.
- Taste of U City will be held on May 7th at the Heman Park Community Center.
- The U City Parks Foundation will host its annual bike ride on May 4th.

Q. Requested by Councilmembers Carr and Crow

Roll-Call vote to go into a Closed Council Session according to RSMo 610.021 (1) Legal, legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Councilmember Carr moved to go into executive session and was seconded by Councilmember Crow.

Roll Call vote was:

AYES: Councilmember Jennings, Councilmember Kraft, Councilmember Crow and Councilmember Carr.

NAYS: Councilmember Glickert, Councilmember Sharpe and Mayor Welsch.

R. ADJOURNMENT

Mayor Welsch closed the regular City Council meeting at 7:45 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session and adjourned at 8:05 p.m.

Respectfully submitted,

Joyce Pumm
City Clerk, MRCC/CM

Citizen Comments – Settlement of Lawsuit
April 13, 2015

I am following up on the discussions on social media regarding the news article reporting a settlement of a discrimination lawsuit filed by a former City employee.

First, most of us know that if you have car insurance the insurance company must pay for your legal defense, but you are required to sign a waiver that allows the insurance company to determine whether to try or settle any lawsuit against you. The last time I reviewed the City's insurance contract, a very similar term was part of the contract. Therefore, neither the City Manager nor the Counsel has control over the insurance lawyer's decision to settle, unless, of course, it wants to waive insurance coverage and assume the risk with tax payers' money.

Second, the insurance company pays the settlement amount. The City must pay its deductible at the time the claim has been filed regardless of how the case is resolved. Our deductible was \$10,000 a few years ago. The first expenses are attorney fees, so the City pays the first \$10,000 in attorney fees and the insurance carrier pays the balance and the settlement amount.

Third, my legal experience taught me that defense lawyers prefer to make their money during the pre-trial discovery phase of the suit and would rather not try a case. Consequently, most defense lawyers recommend settlement on the eve of trial, which is what occurred here.

Fourth, whoever leaked the confidential settlement may have already cost the employee her money. Generally, a term of any confidential settlement is forfeiture of the money upon disclosure.

Now I will respond, in this official City record, to some of the posts on social media:

George Lenard I would think the **amount of settlement would become public record** since it is a public body. That should better allow assessing the merit of the lawsuit (as well as damage to taxpayers). Over \$100,000, I'd say the City felt it had

some pretty significant problems with the case. Under \$50,000, I'd call a "nuisance value" settlement to save trial costs and trial risk that exists even with a strong case. That is very rough and ready, but based on my experience with such cases (employment discrimination).

RESPONSE: Not when the insurance pays. The taxpayer cost is \$10,000 for the deductible.

Brian Burkett Am I missing something? **If my employer was settling lawsuits on my behalf and more lawsuits were coming, I would be fired.** Are Lehman's skills as a city manager that specialized that he can't be replaced?

Brian Burkett Of course it can be cheaper to settle lawsuits; I don't think many people will disagree. **When will the city address the behaviors that lead to these suits?** If Lehman Walker is the common denominator, that seems like a good place to start.

Response: Council cannot discuss personnel issues in the public record. That includes the facts used to defend the lawsuit, such as the employee's behavior or the lack of evidence to support the claims

Jeff Hales Ellen Bern, where is your "understanding" about the settlement coming from? Both personnel and pending legal matters relating to the city are confidential. How do you have an understanding of the reason for the settlement? I **can only surmise that a city official has provided you with confidential** information. I don't know how else you could have any "understanding" of a confidential legal settlement; no one else seems to. **Who is your source?**

Response: Never "surmise". Clearly many people are talking – why not ask who leaked to the media?

Steve McMahon Insurance companies also suggest clients settle when the face significant liability. **Lawyers don't take cases if they won't get paid.** They do that analysis BEFORE they get invoked. Any settlement had to be agreed upon by the plaintiff. **The lawyer can't force a settlement. The idea the lawyer just sold out his client seems far fetched,** but I guess anything is possible. Trials happen all the time when the cost of defense exceeds the potential damages. Quite simply if you do not have all the detailed information you are just guessing why the parties did what they did. The real question might be is the City taking this seriously and

doing their own investigation to protect employees from discriminatory behavior or creating a hostile work environment. If not this could only get worse.

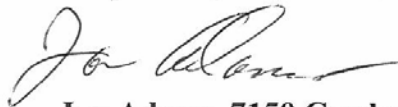
Response: First, Steve, your comments are intentionally deceptive. I know that you know better than that.

Settlements are recommended based on the facts that are disclosed during the discovery phase. I suggest that this settlement is most likely a “cost of defense” settlement because when I was adjudicating a civil service board appeal, this employee perjured herself. Her testimony was contradicted by City documents that I demanded after she gave incredible testimony. This fact would have been evidence in any trial and would absolutely have caused her lawyer to recommend settlement instead of trial.

During my years on the Civil Service Board, it was the general practice to offer an employee whose position had been eliminated several months of salary as severance. I believe that Evelyn was offered this amount and that her net settlement is not much more than the initial offer. So all that has been accomplished here is more bad press for UCity.

Finally, and this is the most shocking development, if Paulette Carr testified in this case and gave false testimony against the City, that is cause for removal from Council. I am not talking about a recall, I am talking about legal action. I strongly urge this Council request the City Attorney investigate and provide a recommendation on how to proceed.

Respectfully submitted,



Jan Adams, 7150 Cambridge Ave.

April 12, 2015

To: U. City City Council;
City Manager

I voted against the Proposition S and P in the last election, mostly on the basis of the flier issued in favor of the propositions. Based on that flier, I would like the following questions answered.

The flier issued by the City says that our streets are at a level of 6.2 out of 10 and that the bond issue will bring them to a level 9. However, the proposed 2016 City Budget says (page 201) that “Streets rated seven or above are in good condition.”

Question 1: Why does the Council wish to bring the streets up to level 9 when the Budget says they are in “good condition” at level 7?

Question 2: What neighboring towns have a 9 or even a 7 street rating?

Question 3: What year is the 6.2 street level taken from?

The flier issued by the City states that a street rated 9 costs “\$1/square yard” to repair, but “The cost of fixing a street with a rating of 2 is about \$180/square yard”. However the City Budget states. (page 201) “When a paved street reaches 75% of its service life (i.e. 15 years) deterioration accelerates. If routine maintenance is not performed, restoration costs are four to five times higher.”

Question 4: Why did the flier say that paving will cost 180 times more at level two (about 15 years according to the “Asphalt Deterioration Curve”) but the Budget says the costs are only “four or five times higher”?

The flier states that it takes “\$1.2 million annually to do the basic maintenance on the 90 miles of U. City's streets and alleys” But the \$20,000,000 bond issue would have to be spent in the next three years. That would amount to \$6.67 million per year—five and a half times as much per year as estimated by the U. City engineers.

Question 5: Why would we spend \$6.67 million on streets per year for three years when the city engineers estimate the cost at only \$1.2 million per year?.

The 2016 proposed budget says that streets were allocated \$470,000 in 2015, \$140,000 in 2016 \$300,000 in 2017 and \$400,000 in 2018. Clearly the makers of the 2016 budget propose spending far less than the estimated needed \$1.2 million a year and only **4.2% of the \$20 million** in Proposition S.

Question 6: Why did the City Council approve a bond issue for \$20 million when the maker of the City Budget was only allocating \$840,000 (4.2% of \$20 million) **for the next three years—the same years covered by the bond issue?**

Question 7: Have there been any taxes allocated to streets and/or sidewalks since 1994?

Question 8: Including the 1994 bond, what percentage of street monies came from bond issues compared to all other monies?

Question 9: Is it legal or ethical for University City to pay for a partisan flier, in this case supporting the bond issues? Since it did not include the “vote no” arguments, can the flier be considered “informational”? How much was spent composing, printing and distributing the flier?

Yours,
Leif Johnson
836 Barkley Square
314-725-5429

20150413 _ Council Comment – April 7th election _ Paulette Carr

Last January, my colleague, Councilmember Kraft, told us that taking the bond issues to the people was the purest form of democracy. He is correct, and last Tuesday, April 7th, the people of University City said no to both bond issues... 31% for and 69% against. No other city or subdivision came close to this very lopsided defeat. This stunning victory belongs to the people of University City, and as their elected representatives, it is to them that we answer.

I spent a great deal of time talking to citizens over the last few months, and overwhelmingly they told me they were not happy with the way the Council was conducting the business of University City. Yes, many did not want the tax increases, but they were especially disturbed that there was no public input and angered that people they had elected to be their voices has been marginalized. If bond issues are about trust, then this election was a repudiation of the way we are conducting the business of the people. It is my hope that this answer from the people will mark a new beginning for this Council and this administration and that our priorities will begin to reflect those of most of our residents.

We all agree that we want to fix and maintain our streets, sidewalks and parks, but the difference was how that should be done. The people rejected what was presented to them – an offering without public input. They should not, however, be punished because they did not agree that the solution offered by this Council and Administration was the right solution. It is our responsibility to make streets, sidewalks and parks a priority in our budget, and to that end, I am asking the City Manager to look at his proposed budget, cut out the discretionary spending and fat, use the sales taxes we collect for these purposes appropriately, and to find at least \$1M for streets and sidewalks, and money for ADA improvements in at least one of our parks this year. We have two months in which to accomplish this goal.

I thank the people of University City for taking the time to vote in large numbers, and to give us direction. I look forward to working with my colleagues and the city staff to honor the voice of the people and to respect their desire to have a fully functioning, open, transparent and accountable government.



Council Agenda Item Cover

MEETING DATE: April 27, 2015
AGENDA ITEM TITLE: 2015 Summer Youth Program
AGENDA SECTION: City Manager's Report
COUNCIL ACTION: Information Only
CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW

The City of University City will have a Youth Employment Program (YEP) this summer beginning the week of June 8, 2015 ending August 17, 2015. The program will be open to all University City student residents ages 16-19. The goal is to specifically target University City student youth. The official announcement will be posted on the City's website on May 15, 2015 and will be advertised in the ROARS newsletter.

The City anticipates hiring 12 youth this year. Youth must be currently in school, or recent 2015 graduates, not previously hired for the program and must have a good attendance record with the school. To be eligible to work in the Public Works and Parks Department, it is required that the youth be at least 18 years of age.

The total estimated cost to the City is \$25,578, breakdown as follows:

29 hours per week

10 weeks

290 x 12 youth *\$7.35 per hour

During the summer of 2014, in addition to the YEP, the Chamber of Commerce, School District and U City Hall piloted a program that provided summer job experiences to thirteen of our youth. The students worked 18 hours a week at local businesses and attended a weekly job support workshop coordinated by Linda Pritchard.

The businesses were encouraged to hire these workers with a reimbursement of half of the cost of their wages, and thirteen students were hired through this program. The City and School district shared the cost of the reimbursement. For 2015, the City and the School District will each commit to \$10,450 to this program and there is an undetermined number of youth that will be hired for 2015. This is in addition to the Youth Employment Program.

The educational component, scheduled for periodic Friday's throughout the 10 week program will focus on interviewing skills, resume writing, financial and personal responsibility. The education sessions are designed to teach the participants of what it means to manage personal finances, credit and credit scores and being responsible for their future.

Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Millar Park Trail Renovation Project

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: In early 2012, the City received a planning grant from the Municipal Park Grant Commission to complete a master plan study in Millar Park. During this planning process, the City received input from the community through two public meetings. The plan was then reviewed and approved by the City's Park Commission and City Council. With City Council approval, the City applied for a grant from the Missouri Department of Natural Resources (MoDNR) in April 2013 to renovate the trail in Millar Park.

On March 1, 2014, the City entered into an agreement with the MoDNR for the Millar Park Trail Renovations. The project consists of the following work: widening of the trail to 8 ft wide, lighting upgrades, landscaping, and trail amenities. This project includes an approved budget of \$275,000.00 for construction, of that, \$75,000.00 is grant funded. This budget also includes electrical work and lighting within the park, which was bid as a separate contract.

The City advertised for bids for the Millar Park Trail Renovation Project and posted the bid on the City's website. The bids included options for both asphalt and concrete paths. On March 25, the City opened bids for this project. The tabulation of bid proposals is as follows:

Contractor	ASPHALT OPTION	CONCRETE OPTION
	Base Bid Price	Base Bid Price
Spencer Contracting Company	\$195,766.37	\$237,248.57
Pride Master, Inc.	\$218,379.26	\$232,572.22
Raineri Construction, LLC	\$236,708.98	\$285,017.55
Hankins Construction Co.	\$249,537.75	\$294,102.29
Infrastructure Management	\$291,898.37	\$326,221.10

The life cycle of concrete is approximately 40 years, compared to a 20 year life for asphalt pavement. The maintenance cost for concrete repairs is also lower than that of an asphalt surface. Although the bid for concrete paths is higher than for asphalt, the extended life and lower cost for maintenance offsets the additional upfront cost.

The low bidder on this project, Pride Master, Inc., did not meet the criteria for work by a prime contractor as set in the contract documents. Per the City's standards, the prime
April 27, 2015

contractor must perform at least 50% of the contract work. Per the bid documents submitted by Pride Master, Inc., they are proposing to subcontract 70% of the work, only performing 30% of the work themselves. Because of this, City staff moved on to the second low bidder as the lowest responsive and responsible bidder.

RECOMMENDATION: Based on the above information, it is recommended that the City Council approve the award for the Millar Park Trail Renovation Project to Spencer Contracting Company in the amount of \$237,248.57 to complete the concrete option of the trail renovation project. If approved, the MoDNR share will be \$47,550.00 and the City share will be \$189,698.57. The funds for these services will come from account number 01-40-90-8010.

Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Flood Mitigation Assistance Grant – Voluntary Buyout

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: In June 2014, City staff applied for two (2) Flood Mitigation Assistance (FMA) Grants through the Federal Emergency Management Agency (FEMA). The first application addressed three (3) properties that were considered severe repetitive loss properties. This application allowed for 100% federal funding for the project. The second application included 11 properties that were considered repetitive loss properties in accordance with FEMA standards, and the project required a 25% match from local funds.

In late March 2015 City staff received word that the first application addressing the severe repetitive loss properties had been awarded. The project includes the acquisition and demolition of three (3) properties: 1135 Wilson Ave., 1139 Wilson Ave., and 1143 Wilson Ave. The total amount of funding to be received is \$486,017.60 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.

If the City accepts the funding and the grant agreements are executed by the City Manager, the City will have until March 30, 2017 to complete the project.

RECOMMENDATION: Based on the above information, it is recommended that the City Council gives authority to the City Manager to execute the FMA grant agreement with the Federal Emergency Management Agency to complete the buyout of three (3) homes considered severe repetitive loss properties on Wilson Avenue.

Missouri State Emergency Management Agency Flood Mitigation Assistance Grant Program Grant Agreement

FMA-07-MO-2014, Project # FMA-PJ-07-MO-2014-002



This grant agreement is made by and between the **Missouri State Emergency Management Agency (SEMA)**, herein called the **State** and the **City of University City**, herein called the **Subrecipient**.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Subrecipient agree as follows:

1. The Subrecipient agrees to accept responsibility for adherence to this Agreement.
2. The Subrecipient agrees that any and all such amount of local funds or in-kind (force account) services or materials shall be equal to or greater than 25% of the total project costs.
 - (A) The following documentation is required for matching cash contributions:
 - Record of source of donor, dates, rates, amounts, deposit slips
 - (B) The following documentation is required for matching noncash contributions:
 - Record of donor, dates, rates, and amount
3. The Subrecipient agrees that any proposed activity budget variances (from the Funding Approval form) in excess of the amount of this Agreement shall be approved by the State in writing prior to an obligation of funds for such activity; however, any variance shall be approved by the Subrecipient's governing body in advance of an obligation of such activity.
4. The Subrecipient agrees to complete the project in its entirety as indicated in the Funding Approval form unless amended in writing by agreement of all parties.
5. The Subrecipient agrees to implement the project in accordance with the milestones identified in the application work schedule. Should the Subrecipient determine that any milestone will not be met; the Subrecipient will contact the State to request approval to revise the work schedule accordingly.
6. The Subrecipient agrees that any federal funds remaining from the allocation indicated in the Funding Approval form after the project has been completed shall be returned to the State if they have been drawn to the Subrecipient's local depository, or canceled if such funds have not been drawn.
7. The Subrecipient agrees to comply with OMB Circular A-133, which governs the auditing requirements of these grant monies in accordance with the Single Audit Act, and to provide the State with all required audits.
8. The Subrecipient also agrees to comply with OMB Circular A-87 concerning allowable and non-allowable expenses.
9. The Subrecipient agrees to provide the State Monthly Progress Reports by the 10th of each month.
10. The Subrecipient agrees to comply with any and all guidance provided by the State in regards to this grant to include the *Local Officials Guide to Managing a Voluntary Buyout* guidebook along with all requirements as outlined in *44 Code of Federal Regulations Part 80: Property Acquisition and Relocation for Open Space*.
11. The Subrecipient agrees that the State and FEMA officials shall have full access to any documents or materials relating to this Agreement at any reasonable time.
12. The Subrecipient agrees that all funds received under this Agreement shall be held and used by the Subrecipient for the purpose of accomplishing the project only and none of the funds so held or

received shall be diverted to any other use or purpose.

13. The Subrecipient agrees that any material prepared by the Subrecipient or persons or firms employed or contracted by the Subrecipient shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement.
14. The Subrecipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Subrecipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Subrecipient's obligations.
15. In the event that the State or an audit has determined that the Subrecipient has failed to comply with this Agreement, the Subrecipient shall perform remedial actions to correct the deficiency, as determined by the State which may include:
 - X Repayment or reimbursement of federal and state funds spent inappropriately to the State;
 - X The return of federal and state funds deposited at the Subrecipient's local financial institution to the State;
 - X The return of any equipment, materials or supplies purchased, leased or lease purchased using federal or state funds to the State or supplier;
 - X Other actions as the State deems appropriate.
16. The State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Subrecipient has failed to comply with the conditions of this Agreement. The State shall notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date. The Subrecipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the Agreement, and it shall be the Subrecipient's duty to cancel all outstanding obligations that are legally possible.
17. The State and Subrecipient each binds himself to his successors, executors, administrators, assigns and legal representatives or such other party, in respect to all covenants, agreements, and obligations of this agreement.
18. The State agrees that it may at any time, in its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Subrecipient's obligations under this Agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
19. The Subrecipient agrees to complete such action as is required to become fully informed of all State and National laws and county and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work and the Subrecipient shall at all times observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees and the Subrecipient further agrees to protect, indemnify and hold harmless, with respect to any damages arising from any completed work or tort done in performing any of the work embraced by this Agreement, SEMA, the State of Missouri and the Federal Emergency Management Agency and the officers and agents of those entities, from any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree, whether by the Subrecipient or the Subrecipient's employees
20. The Subrecipient agrees that the remediation of any hazardous materials (except asbestos in acquisition/demolition projects) discovered during the completion of this project is the sole responsibility of the Subrecipient. The Subrecipient must follow all Federal and State regulations. SEMA and FEMA will not contribute any funds or resources to the required remediation.

21. The Subrecipient agrees that it understands and accepts the responsibility under the Revised Statutes of Missouri (RSMo) Sections 385.525 through 285.555 (Illegal Immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” The Subrecipient further certifies that any contract awarded by the Subrecipient will require the contracted business entity to comply with the references mentioned above. The Subrecipient understands that failure to comply with this requirement will subject the Subrecipient to the penalties described in the references mentioned above.
22. Subrecipient agrees to make every effort to quantify and report losses avoided and success stories to the State, for the recognized life of the project, after an event occurs that realizes the benefit or objective of the project.

**Signatory Approval of the
Flood Mitigation Assistance Program
Flood Buyout Grant Agreement**

The parties hereto have made and executed this Agreement as of the day and year indicated in the Funding Approval form.

Subrecipient Signatory Representative

Lehman Walker, City Manager
City of University City Government

Date

State Signatory Representative



Ron Walker, Director
Missouri State Emergency Management Agency



Date

**Missouri State Emergency Management Agency
Flood Mitigation Grant Program (FMA)
Funding Approval Form
FMA-07-MO-2014**



Name and Address of Recipient: Missouri State Emergency Management Agency P.O. Box 116 Jefferson City, Missouri 65102		Name and Address of Subrecipient: City of University City Government 6801 Delmar Blvd. University City, Missouri 63130	
Disaster Number: Award:FMA-07-MO-2014 Subaward: (Project ID) FMA-PJ-07-MO-2014-002 Agreement: EMK-2015-FM-E001		CFDA Number: 97.029	
Grant Award Date: March 30, 2015		Anticipated Project Completion Date: September 30, 2017	
Non-Federal Match Source (25% Cost Share): The City of University City will not be required to provide local non-Federal match as this is a 100% Federal funded FMA/SRL project.			
Project Description: The acquisition and demolition of the residential structures located at 1139 Wilson Ave., 1135 Wilson Ave., and 1143 Wilson Ave.			
Budget			
Description:	Federal Award	Non-Federal Share	Total Project Cost
Project Funds:	\$486,017.60	\$0.00	\$486,017.60
Total Funds Awarded:	\$486,017.60	\$0.00	\$486,017.60

Signature of Authorized Representatives:

Lehman Walker, City Manager
City of University City Government

Ron Broxton, Manager
SEMA Recovery/Finance Division

Date

4/7/2015

Date



Council Agenda Item Cover

MEETING DATE: 04/27/2015

AGENDA ITEM TITLE: Roll-Off Dumpster Solid Waste Truck

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Public Works and Parks Department has a 1996 Freightliner/ American Hook roll-off dumpster sanitation truck that has reached the end of its service life and requires replacement. This truck is designed to retrieve, load, and transport 30 yard roll-off type dumpsters. Invitations to Bid for this unit were advertised in the St Louis Post Dispatch, placed on the City's website and vendors on the City's vendor list were notified. Six vendors responded, with responses as tabulated below:

Bid Results with Required Options:

Vendor	Manufacturer	Model	Chassis	Total Cost
Peterbilt	Peterbilt	348	Chassis Only	\$94,064.00
Downing Sales				No Bid
Truck Centers	Swap loader	4580-SL-545	Freightliner	\$135,042.50 \$351.00 options
Elliot Equipment				No Bid
TCS – bid #1	PaLift	T60	Freightliner	\$142,339.00
TCS – bid #2	PaLift	T60	Peterbilt	\$146,262.00
Key Equipment	Stellar	Slider 65	Freightliner	\$148.234.00

RECOMMENDATION: Staff recommends that the City Council approve an award to Key Equipment for the total amount of \$148,234.

The specifications called for a minimum lifting capacity of 65,000 lbs and none of the proposed trucks other than the Key Equipment's proposal met that specification.

The funds for this purchase will come from the Solid Waste Fund account #08-40-90_8200 for Vehicles & Equipment.

Please see below for a photo of the type of vehicle requested to be purchased.



ATTACHMENTS:

Proposal Forms

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused One Hook Lift Collection Truck.

BODY MAKE: Chassis Only MODEL: N/A

CHASSIS MAKE: Peterbilt MODEL: 348

PURCHASE PRICE: (EACH @) \$ 94,604.⁰⁰

PURCHASE PRICE TOTAL \$ _____

TOTAL PRICE IN WORDS: Ninety-Four-Thousand Six Hundred + Four Dollars

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. _____		
2. _____		
3. _____		
4. _____		

Name of Bidder: Mid-America Peterbilt

Signed: Ben Rust Date: 12/16/14

Printed Name: Ben Rust

Title: Sales

Address: #1 North Central Drive
O'Fallon, MD 63366

December 17, 2014

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

Re: Bid Hook Lift Truck

We would like to thank you for the opportunity to bid on the Hook Lift Truck.

At this time we do not offer this type of equipment.

Please keep us on your bidder's list for future bids.

Sincerely,
Downing Sales & Service, Inc.

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused One Hook Lift Collection Truck.

BODY MAKE: SWAP LOADER ^{TARP} MODEL: 4580 ⁴⁵⁸⁰ SL-545

CHASSIS MAKE: FREIGHTLINER MODEL: 108 SD

PURCHASE PRICE: (EACH @) \$ CHASSIS 90681.00 BODY 44361.00

PURCHASE PRICE TOTAL \$ 135,042.00

TOTAL PRICE IN WORDS: One Hundred thirty Five Thousand and forty two Dollars

QUOTE IS VALID FOR: 90 DAYS

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1.	<u>see attached Exception sheet for Options</u>	
2.		
3.		
4.		

Name of Bidder: TRUCK CENTERS INC

Signed: [Signature] Date: 12/16/14

Printed Name: RON DONZE

Title: SALES

Address: 2280 FORMOSARD 747E TAYLOR
Troy MO 62294 ST. LOUIS MO 63147

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused One Hook Lift Collection Truck.

BODY MAKE: Palift MODEL: T60

CHASSIS MAKE: Freightliner MODEL: 108SD

PURCHASE PRICE: (EACH @) \$ 142,339.00

PURCHASE PRICE TOTAL \$ 142,339.00

TOTAL PRICE IN WORDS: One Hundred Forty Two Thousand Three Hundred Thirty Nine Dollars

QUOTE IS VALID FOR: 60 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. _____		
2. _____		
3. _____		
4. _____		

Name of Bidder: Truck Component Services

Signed: George Pezold Date: 12/16/2014

Printed Name: George Pezold

Title: Salesman

Address: 403 E. Evergreen Road
Strafford, MO 65757

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused One Hook Lift Collection Truck.

BODY MAKE: Palift MODEL: T60

CHASSIS MAKE: Peterbilt MODEL: 348

PURCHASE PRICE: (EACH @) \$ 146,262.00

PURCHASE PRICE TOTAL \$ 146,262.00

TOTAL PRICE IN WORDS: One Hundred Forty Six Thousand Two Hundred Sixty Two Dollars

QUOTE IS VALID FOR: 60 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. _____		
2. _____		
3. _____		
4. _____		

Name of Bidder: Truck Component Services

Signed: George Pezold Date: 12/16/2014

Printed Name: George Pezold

Title: Salesman

Address: 403 E. Evergreen Road
Strafford, MO 65757

One (1) New and Unused One Hook Lift Collection Truck.

BODY MAKE: STELLAR MODEL: Slider 65

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 58,575.00 body / 89,659 chassis

PURCHASE PRICE TOTAL \$ 148,234.00

TOTAL PRICE IN WORDS: ONE Hundred Forty Eight Thousand Two Hundred Thirty Four dollars

QUOTE IS VALID FOR: 90 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1. <u>20,000 Lbs TAPER LEAF FRONT SUSPENSION</u>	<u>\$ 397.00</u>	<u>\$ 397.00</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
-	-	-

Name of Bidder: Key Equipment and Supply Co

Signed: Zal Scheetz Date: 12.16.14

Printed Name: ZAL SCHEETZ

Title: Territory MANAGER

Address: 13507 NORTHWEST INDUSTRIAL DR
BRIDGETON, MD 63044

EXCEPTIONS TO BID SPECIFICATIONS

Clause #	Explanation
_____	_____
_____	_____
_____	_____



Council Agenda Item Cover

MEETING DATE: 04/27/2015

AGENDA ITEM TITLE: 25 yard Rear Loading Solid Waste Truck

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Public Works and Parks Department has a 2000 Peterbilt/Pak-Mor 25 yard rear loading sanitation collection truck that has reached the end of its service life and requires replacement. Invitations to Bid for this unit were advertised in the St Louis Post Dispatch, placed on the City's website and vendors on the City's vendor list were notified. Five vendors responded, with responses as tabulated below:

Bid Results with Required Options:

Vendor	Manufacturer	Model	Chassis	Total Cost
Peterbilt	Peterbilt	348	Chassis Only	\$90,584.00
Downing Sales	PakMor	RHC225C	Freightliner	\$137,039.00
TCS	Wayne	Phoenix 348	Peterbilt	\$153,085.00
Elliot Equipment – bid #1	New Way	Cobra M2106	Freightliner	\$138,498.00
Elliot Equipment – bid #2	New Way	Cobra Magnum	Freightliner	\$145,936.00
Elliot Equipment – bid #3	New Way	Cobra Magnum	Peterbilt	\$151,488.00
Key Equipment	Leach	2RIII	Freightliner	\$144,768.00

RECOMMENDATION: Staff recommends that the City Council approve an award to Key Equipment for the total amount of \$144,768.

The Leach truck body on the recommended unit has a larger hopper capacity and lower loading height than the other models and proved to be more operator friendly during onsite demonstrations.

The funds for this purchase will come from the Solid Waste Fund account #08-40-90_8200 for Vehicles & Equipment.

Please see below for a photo of the type of vehicle requested to be purchased.



ATTACHMENTS:

Proposal Forms

Chassis only.

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: _____ MODEL: _____

CHASSIS MAKE: Peterbilt MODEL: 348

PURCHASE PRICE: (EACH @) \$ 90,584.⁰⁰

PURCHASE PRICE TOTAL \$ _____

TOTAL PRICE IN WORDS: Ninety Thousand Five Hundred Eighty-Four

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>16,000 lb Front Axle + \$1,100</u>		
2. <u>20,000 lb Front Axle + \$1,750</u>		
3. <u>46,000 lb Rear Axles + \$1,800</u>		
4. <u>330 HP @ 1,000 TQ + \$750</u>		

Name of Bidder: Mid-America Peterbilt

Signed: Ben Rust Date: 12-16-14

Printed Name: Ben Rust

Title: Sales

Address: #1 North Central Drive

O'Fallon, MO 63366

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: PakMor MODEL: RHC225C

CHASSIS MAKE: 2016 Freightliner (Specs Attached) MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 137,039.00

PURCHASE PRICE TOTAL \$ 137,039.00

TOTAL PRICE IN WORDS: One Hundred Thirty Seven Thousand Thirty Nine Dollars

QUOTE IS VALID FOR: Thirty (30) Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. For 80 Gallon Fuel Tank.....		ADD \$30.00 Each
2. _____		
3. _____		
4. _____		

Estimated Delivery: Approximately 180-225 Days After Receipt of Order*

**Delivery is Based On Current Production Schedules and May Vary At Time of Order.*

Name of Bidder: Downing Sales & Service, Inc.

417-589-6227

Signed: Harry Gaab Date: 12/17/2014

Printed Name: Harry Gaab

Title: Sales Rep

Address: 3 Indigo Road

Phillipsburg, MO 65722

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: Wayne MODEL: Phoenix 25 Yard Rear Load

CHASSIS MAKE: Peterbilt MODEL: 348

PURCHASE PRICE: (EACH @) \$ 153,085.00

PURCHASE PRICE TOTAL \$ 153,085.00

TOTAL PRICE IN WORDS: One Hundred Fifty Three Thousand Eighty Five Dollars

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. 16,000 Lb Front Axle + \$1,000.00		
2. 20,000 Lb Front Axle + \$1,750.00		
3. 46,000 Lb Rear Axles + \$1,800.00		
4. 330 HP @ 1,000 LB/FT Torque + \$750.00		

Name of Bidder: Truck Component Services

Signed: George Pezold Date: 12/16/14

Printed Name: George Pezold

Title: Salesman

Address: 403 E. Evergreen Road
Strafford, MO 65757

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: New Way MODEL: Cobra

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 138,498.00

PURCHASE PRICE TOTAL \$ 138,498.00

TOTAL PRICE IN WORDS: One Hundred Thirty Eight Thousand Four hundred Ninety Eight Dollars

QUOTE IS VALID FOR: 60 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Name of Bidder: Elliott Equipment Company

Signed: [Signature] Date: 12/16/14

Printed Name: Patrick L. Wisor

Title: Sales Representative

Address: 14001 Botts Road
Grandview, MO 64030

2

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: New Way MODEL: Cobra Magnum

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 145,936.00

PURCHASE PRICE TOTAL \$ 145,936.00

TOTAL PRICE IN WORDS: One Hundred Forty Five Thousand Nine Hundred
Twenty Six Dollars

QUOTE IS VALID FOR: 60 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

Name of Bidder: Elliott Equipment Company

Signed: [Signature] Date: 12/16/14

Printed Name: Patrick L. Wisor

Title: Sales Representative

Address: 14001 Botts Road
Grandview, MO 64030

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: New Way MODEL: Cobra Magnum

CHASSIS MAKE: Peterbilt MODEL: 348

PURCHASE PRICE: (EACH @) \$ 151,488.00

PURCHASE PRICE TOTAL \$ 151,488.00

TOTAL PRICE IN WORDS: One hundred Fifty One Thousand Four hundred Eighty Eight Dollars

QUOTE IS VALID FOR: 60 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>16,000 front axle</u> <u>26,000 rear axle</u>	<u>\$1150.00</u>	<u>\$1150.00</u>
2. <u>330HP @ 1000 TQ</u>	<u>\$750.00</u>	<u>\$750.00</u>
3. _____	_____	_____
4. _____	_____	_____

Name of Bidder: Elliott Equipment Company

Signed: PLW Date: 12/16/14

Printed Name: Patrick L. Wilson

Title: Sales Representative

Address: 14001 Botts Road
Grandview, MO 64030

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 25 Cubic Yard Rear Load Refuse Collection Truck.

BODY MAKE: Leach MODEL: 2R III

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 60,850.00 body / 83,918.00 chassis

PURCHASE PRICE TOTAL \$ 144,768.00

TOTAL PRICE IN WORDS: ONE Hundred Forty Four Thousand Seven Hundred Sixty eight dollars

QUOTE IS VALID FOR: 90 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>SEE TRUCK Spec For OPTIONS</u>		
2. _____		
3. _____		
4. _____		
-		
-		

Name of Bidder: Key Equipment and Supply Company

Signed: Zac Scheetz Date: 12-16-14

Printed Name: ZAC Scheetz

Title: Territory Manager

Address: 13507 North West Industrial Dr

Bridgeton, MD 63044



Council Agenda Item Cover

MEETING DATE: 04/27/2015

AGENDA ITEM TITLE: 14 yard Rear Loading Solid Waste Truck

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Public Works and Parks Department has a 2001 Chevrolet/New Way 14 yard rear loading sanitation collection truck that has reached the end of its service life and requires replacement. This truck is typically used to empty waste cans in the Loop area and in parks. Invitations to Bid for this unit were advertised in the St Louis Post Dispatch, placed on the City's website and vendors on the City's vendor list were notified. Five vendors responded, with responses as tabulated below:

Bid Results with Required Options:

Vendor	Body	Model	Chassis	Total Cost
Peterbilt	Chassis only	337	Peterbilt	\$67,892.00
Downing Sales – bid #1	Pak Mor	R114C	International 4300 SBA	\$107,160.00
Downing Sales – bid #2	Pak Mor R114C	M2106	Freightliner	\$102,920.00
Elliot Equipment – bid #1	New Way	Viper (16c/y) M2106	PeterBilt	\$116,714.00
Elliot Equipment – bid #2	New Way	Viper (16 c/y) M2106	Freightliner	\$112,150.00
TCS – bid #1	Wayne	Fury (16 c/y) M2	Freightliner	\$113,698.00
TCS – bid #2	Wayne	Fury (16 c/y) 337	Peterbilt	\$119,751.00
Key Equipment	Leach	Alpha (14 c/y)	Freightliner	\$119,793.00

RECOMMENDATION: Staff recommends that the City Council approve an award to Key Equipment for the total amount of \$119,793. Other four proposed units have a 16 yard capacity which would be too large for it to fulfill its intended function.

The unit proposed by Key Equipment meets the City's specifications and it has more horsepower and supports more weight on the front and rear end suspension as compared to the next best available units proposed by Downing Sales.

The funds for this purchase will come from the Solid Waste Fund account #08-40-90_8200 for Vehicles & Equipment.

Please see below for a photo of the type of vehicle requested to be purchased.



ATTACHMENTS:

Proposal Forms

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: Chassis Only MODEL: N/A

CHASSIS MAKE: Peterbilt MODEL: 337 26,000 GVW

PURCHASE PRICE: (EACH @) \$ 67,892.⁰⁰

PURCHASE PRICE TOTAL \$ 67,892.⁰⁰

TOTAL PRICE IN WORDS: Sixty-Seven Thousand Eight Hundred Ninety-Two

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1. <u>33GVW w/PX7 + 2500 Trans</u>	<u>\$68,678.⁰⁰</u>	
2. <u>33GVW w/PX9 + 3000 Trans</u>	<u>\$72,992.⁰⁰</u>	
3. _____		
4. _____		

Name of Bidder: Mid-America Peterbilt

Signed: [Signature] Date: 12-16-14

Printed Name: Benjamin T. Rust

Title: Sales

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: PakMor MODEL: R114C

CHASSIS MAKE: 2016 International (Specs Attached) MODEL: 4300 SBA

PURCHASE PRICE: (EACH @) \$ 107,160.00 PRICE DOES NOT INCLUDE CART TIPPER SEE OPTION BELOW
PURCHASE PRICE TOTAL \$ 107,160.00

TOTAL PRICE IN WORDS: One Hundred Seven Thousand One Hundred Sixty Dollars

QUOTE IS VALID FOR: Thirty (30) Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>Bayne Taskmaster II.....</u>		<u>ADD \$3,000.00</u>
2. _____		
3. _____		
4. _____		

Estimated Delivery:~ Approximately 135-180 Days After Receipt of Order
Delivery is Based on Current Production Schedules and May Vary At Time of Order.

Name of Bidder: Downing Sales & Service, Inc., 3 Indigo Road, Phillipsburg, MO 65722
417-589-6227

Signed: Harry Gaab Date: 12/17/2014

Printed Name: Harry Gaab

Title: Sales Rep

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: PakMor MODEL: R114C

CHASSIS MAKE: 2016 Freightliner (Specs Attached) MODEL: M2-106

PURCHASE PRICE: (EACH @) \$ 102,920.00 PRICE DOES NOT INCLUDE CART TIPPER
PURCHASE PRICE TOTAL \$ 102,920.00 SEE OPTION BELOW

TOTAL PRICE IN WORDS: One Hundred Two Thousand Nine Hundred Twenty Dollars

QUOTE IS VALID FOR: Thirty (30) Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>Bayne Taskmaster II.....</u>		<u>ADD \$3,000.00</u>
2. <u>Vertical Exhaust System.....</u>		<u>ADD \$521.00</u>
3. <u>Towing Warranty for Engine Related Problems for 12 Months.....</u>		<u>ADD \$200.00</u>
4. _____		

*Estimated Delivery:-- Approximately 180-225 Days After Receipt of Order**
**Delivery is Based on Current Production Schedules and May Vary At Time of Order.*

Name of Bidder: Downing Sales & Service, Inc., 3 Indigo Road, Phillipsburg, MO 65722
417-589-6227

Signed: Harry Gaab  Date: 12/17/2014

Printed Name: Harry Gaab

Title: Sales Rep

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: New Way MODEL: Viper 16yd
CHASSIS MAKE: Peterbilt MODEL: 337

PURCHASE PRICE: (EACH @) \$ 116,714.00

PURCHASE PRICE TOTAL \$ 116,714.00

TOTAL PRICE IN WORDS: One Hundred Sixteen Thousand Seven Hundred Fourteen Dollars

QUOTE IS VALID FOR: 60 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>Cylinder accuated cart tipper</u>	<u>\$4,100.00</u>	<u>\$4,100.00</u>
2. <u>13yd Viper body</u>	<u>- \$1,674.00</u>	<u>- \$1,674.00</u>
3. _____	_____	_____
4. _____	_____	_____

Name of Bidder: Elliott Equipment Company

Signed: [Signature] Date: 12/16/14

Printed Name: Patrick L. Wisor

Title: Sales Representative

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: New Way MODEL: Viper 16 yd

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 112,150.00

PURCHASE PRICE TOTAL \$ 112,150.00

TOTAL PRICE IN WORDS: One hundred Twelve Thousand One hundred Fifty Dollars

QUOTE IS VALID FOR: 60 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1. <u>Cylinder actuated cart tipper</u>	<u>\$400.00</u>	<u>\$4,100.00</u>
2. <u>13 yd Viper body</u>	<u>- \$1,674.00</u>	<u>- \$1,674.00</u>
3. _____	_____	_____
4. _____	_____	_____

Name of Bidder: Elliott Equipment Company

Signed: [Signature] Date: 12/16/14

Printed Name: Patrick L. Wisor

Title: Sales Representative

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: Wayne MODEL: Fury 16 Yard Rear Load

CHASSIS MAKE: Freightliner MODEL: M2

PURCHASE PRICE: (EACH @) \$ 113,698.00

PURCHASE PRICE TOTAL \$ 113,698.00

TOTAL PRICE IN WORDS: One Hundred Thirteen Thousand Six Hundred Ninety Eight Dollars

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>Cylinder Cart Tipper</u>	<u>\$3,750.00</u>	
2. _____		
3. _____		
4. _____		

Name of Bidder: Truck Component Services

Signed: George Pezold Date: 12/16/14

Printed Name: George Pezold

Title: Salesman

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: Wayne MODEL: Fury 16 Yard Rear Load

CHASSIS MAKE: Peterbilt MODEL: 337

PURCHASE PRICE: (EACH @) \$ 119,751.00

PURCHASE PRICE TOTAL \$ 119,751.00

TOTAL PRICE IN WORDS: One Hundred Nineteen Thousand Seven Hundred Fifty One Dollars

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>Cylinder Cart Tipper</u>	<u>\$3,750.00</u>	
2. _____		
3. _____		
4. _____		

Name of Bidder: Truck Component Services

Signed: George Pezold Date: 12/16/14

Printed Name: George Pezold

Title: Salesman

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused 14 Yd Rear Load Collection Truck.

BODY MAKE: Leach MODEL: ALPHA 14 yard

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$51,525.00 body / 68,268.00 chassis

PURCHASE PRICE TOTAL \$ 119,793.00

TOTAL PRICE IN WORDS: ONE Hundred Nineteen Thousand Seven Hundred Ninety Three dollars

QUOTE IS VALID FOR: 90 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1. <u>Perkins Tipper</u>	<u>\$ 6,295.00</u>	<u>\$ 6,295.00</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Name of Bidder: Key Equipment and Supply Co

Signed: Zac Schetz Date: 12-16-14

Printed Name: ZAC Schetz

Title: Territory Manager



Council Agenda Item Cover

MEETING DATE: 04/27/2015

AGENDA ITEM TITLE: Grapple Loading Solid Waste Truck

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Public Works and Parks Department has a 1998 Freightliner/Peterson grapple loading sanitation collection truck that has reached the end of its service life and requires replacement. This truck has a hydraulically operated arm that allows large items to be loaded into the bed. It is primarily used for bulk trash collection, alley clean-up, and storm debris removal. Invitations to Bid for this unit were advertised in the St Louis Post Dispatch, placed on the City's website and vendors on the City's vendor list were notified. Six vendors responded, with responses as tabulated below:

Bid Results with Required Options:

Vendor	Body	Model	Chassis	Total Cost
Peterbilt	None proposed	348	Peterbilt	\$74,339.00
Downing Sales	2016 Nu-Life-Brush Hawg G-2224c	M2106	Freightliner	\$130,901.00
Elliot Equipment				No Bid
Armor Equipment	Peterson TL3	M2106	Freightliner	\$122,347.00
TCS				No Bid
Key Equipment	Pac-Mac (KBF-20H)	M2106	Freightliner	\$125,690.00 includes joystick

RECOMMENDATION: Staff recommends that the City Council approve an award to Downing Sales for the total amount of \$130,901.

During demonstrations, this unit proved to be the most stable whose boom and hoist mechanism meets the City's specification. It is also equipped with an anti-sway device on the grapple itself that speeds up the loading time and increases operator safety.

The funds for this purchase will come from the Solid Waste Fund account #08-40-90_8200 for Vehicles & Equipment.

Please see below for a photo of the type of vehicle requested to be purchased.



ATTACHMENT:

Proposal Forms

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused Grapple Loader Collection Truck.

BODY MAKE: Chassis Only MODEL: N/A

CHASSIS MAKE: Peterbilt MODEL: 337

PURCHASE PRICE: (EACH @) \$ 74,339

PURCHASE PRICE TOTAL \$ 74,339

TOTAL PRICE IN WORDS: Seventy-Four Thousand Threehundred Thirty-Nine

QUOTE IS VALID FOR: 90 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. _____		
2. _____		
3. _____		
4. _____		

Name of Bidder: Mid-America Peterbilt

Signed: Ben Rust Date: 12-16-14

Printed Name: Benjamin T. Rust

Title: Sales

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused Grapple Loader Collection Truck.

BODY MAKE: Nu-Life MODEL: Brush Hawg G-2224C

CHASSIS MAKE: 2016 Freightliner (Specs Attached) MODEL: M2-106

PURCHASE PRICE: (EACH @) \$ 130,901.00

PURCHASE PRICE TOTAL \$ 130,901.00

TOTAL PRICE IN WORDS: One Hundred Thirty Thousand Nine Hundred One Dollars

QUOTE IS VALID FOR: Ninety (90) Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$TOTAL
1. <u>NOTE: As A No Cost Option We Offer a Single Side-Hinged Tailgate in Lieu of the Dual Barn</u>		
2. <u>Doors. It has the Same Latch Mechanism as A Roll-Off Container Tailgate and is Hinged</u>		
3. <u>on the Passenger's Side.</u>		
4. _____		

ESTIMATED DELIVERY IS APPROXIMATELY 195 - 255 Days After Receipt of Order.

***Delivery is Based On Current Production Schedules and May Vary Depending on Orders Received At Factory.**

Name of Bidder: Downing Sales & Service, Inc., 3 Indigo Road, Phillipsburg, MO 65722
417-589-6227

Signed: Harry Gaab Date: 12/17/2014

Printed Name: Harry Gaab

Title: Sales Rep

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused Grapple Loader Collection Truck.

BODY MAKE: PETERSON MODEL: TL 3+TB1824

CHASSIS MAKE: FREIGHTLINER MODEL: M2106

PURCHASE PRICE: (EACH @) \$ 122,347.00

PURCHASE PRICE TOTAL \$ 122,347.00

TOTAL PRICE IN WORDS: One hundred twenty-two thousand three hundred

QUOTE IS VALID FOR: 60 days forty seven

OPTIONAL PRODUCT ENHANCEMENTS:

	OPTION	\$ EACH	\$TOTAL
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

Name of Bidder: ARMOR EQUIPMENT
 Signed: Dennis T. Callahan Date: 12/16/14
 Printed Name: DENNIS T. CALLAHAN
 Title: SALES MANAGER

City of University City

PROPOSAL FORM

The undersigned hereby declares that they have carefully examined any instructions to bidders and requirements of the specifications contained herein, and propose to furnish and deliver to the City of University City the Refuse Collection Vehicle listed below.

One (1) New and Unused Grapple Loader Collection Truck.

BODY MAKE PAL-MAC MODEL: KBF-20H/TKB1824

CHASSIS MAKE: Freightliner MODEL: M2 106

PURCHASE PRICE: (EACH @) \$ 57,920.00 body / 64,645.00 chassis

PURCHASE PRICE TOTAL \$ 122,565.00

TOTAL PRICE IN WORDS ONE Hundred Twenty Two Thousand Five Hundred Sixty Five DOLLARS

QUOTE IS VALID FOR: 90 days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1. <u>Hydraulic Joystick controls</u>	<u>3,125.00</u>	<u>3,125.00</u>
2. <u>SEE ATTACHED chassis options</u>		
3. _____		
4. _____		

Name of Bidder: Key Equipment and Supply Co.

Signed: Zac Schetz Date: 12-16-14

Printed Name: ZAC Schetz

Title: Territory Manager



City Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Authorization for the City Manager to Grant a Sewer Easement to the Metropolitan Sewer District on a Portion of the City-Owned Property at 7579 Olive Boulevard.

AGENDA SECTION: City Manager's Report

COUNCIL ACTION: Approval

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW: To accommodate sanitary sewer needs for proposed new businesses in the 7500 block of Olive Boulevard (Dollar Tree, 7575 Olive Boulevard) and future redevelopment, a new sewer line is required. According to the Metropolitan Sewer District (MSD), this expansion is needed since the existing sanitary sewer line is experiencing capacity issues.

Sewer lines are typically located in the right-of-way rather than along private or public property. However, in this location the adjacent right of way includes too many utilities to allow an additional sewer line. A 10' wide public sanitary sewer main easement on the front edge of the City's property at 7579 Olive Boulevard will allow the provision of sanitary sewer service to 7575 Olive Boulevard and vicinity. The sewer main line to be constructed will be a "public" main, therefore, the future user of the City's property will have easy access to sanitary sewer and the ability to tap into it for service. MSD has preliminarily approved engineering plans for the main sanitary sewer extension in the easement.

City Council authorization for the City Manager to grant the sewer easement necessary to carry out this action.

Attachments:

1: Easement Documents

RECOMMENDATION: Approval

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

DOCUMENT TYPE: SEWER EASEMENT

DATE OF DOCUMENT:

GRANTOR: CITY OF UNIVERSITY CITY

GRANTEE: THE METROPOLITAN ST. LOUIS SEWER DISTRICT

PROPERTY ADDRESS: 7579 OLIVE BLVD.
UNIVERSITY CITY, MO., 63130

COUNTY LOCATOR #: 17K621186

CITY OF ST. LOUIS PARCEL # : N/A

CITY/MUNICIPALITY: CITY OF UNIVERSITY CITY

LEGAL DESCRIPTION: PART OF LOT 15 OF MOUNT OLIVE, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3 PAGE 90 OF THE RECORDS OF THE CITY (FORMER COUNTY) OF ST. LOUIS, BEING MORE PARTICULARLY DESCRIBED IN DEED BOOK 16973 PAGE 4 OF THE ST. LOUIS COUNTY RECORDS.

7575 OLIVE (30313)
17K621186

E A S E M E N T

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS, that _____ CITY OF UNIVERSITY CITY
_____, for and in consideration of the sum of
One Dollar (\$1.00) and other valuable considerations to it in hand paid by The Metropolitan St. Louis
Sewer District, the receipt of which is hereby acknowledged, does hereby give, grant, extend, and confer
on The Metropolitan St. Louis Sewer District the exclusive right to build and maintain a sewer or sewers,
including stormwater improvements, on the strip or strips of ground described as shown hachured on the
attached "Easement Plat" marked Exhibit "A" and made a part hereof, and to use such additional space
adjacent to the easement(s) so granted as may be required for working room during the construction,
reconstruction, maintenance, or repair of the aforementioned sewer or sewers, including stormwater
improvements. The Metropolitan St. Louis Sewer District may from time to time enter upon said premises
to construct, reconstruct, maintain, or repair the aforesaid sewer or sewers, including stormwater
improvements, and may assign its rights herein to the State, County, City, or other political subdivisions of
the State. The easement(s) hereby granted is(are) irrevocable and shall continue forever.

IN WITNESS WHEREOF, the said _____ has caused
these presents to be signed by its _____ this _____ day of _____, 20_____.

CITY OF UNIVERSITY CITY
(Name of Corporation)

By _____

Officer

Attest:

Secretary

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

On this _____ day of _____, 20____, before me appeared _____
_____, to me personally known, who being by me duly sworn,
did say he/she is _____ of _____ CITY OF UNIVERSITY CITY
and that said instrument was signed in behalf of said corporation by authority of its Board of _____,
and said _____ acknowledged said instrument to
be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have herewith set my hand and affixed my notarial seal the day
and year first above written.

My Commission expires _____.

Notary Public

MSD/ENG. 3.10 – Corp - Standard Esmt.

EXHIBIT "A"

SEWER EASEMENT DEDICATION

7579 OLIVE BLVD

A TRACT OF LAND BEING PART OF LOT 15 OF MOUNT OLIVE, A SUBDIVISION ACCORDING TO PLAT BOOK 3 PAGE 90 OF THE CITY OF ST. LOUIS RECORDS (FORMERLY COUNTY), SITUATED IN SECTION 3, TOWNSHIP 45 NORTH, RANGE 6 EAST, CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

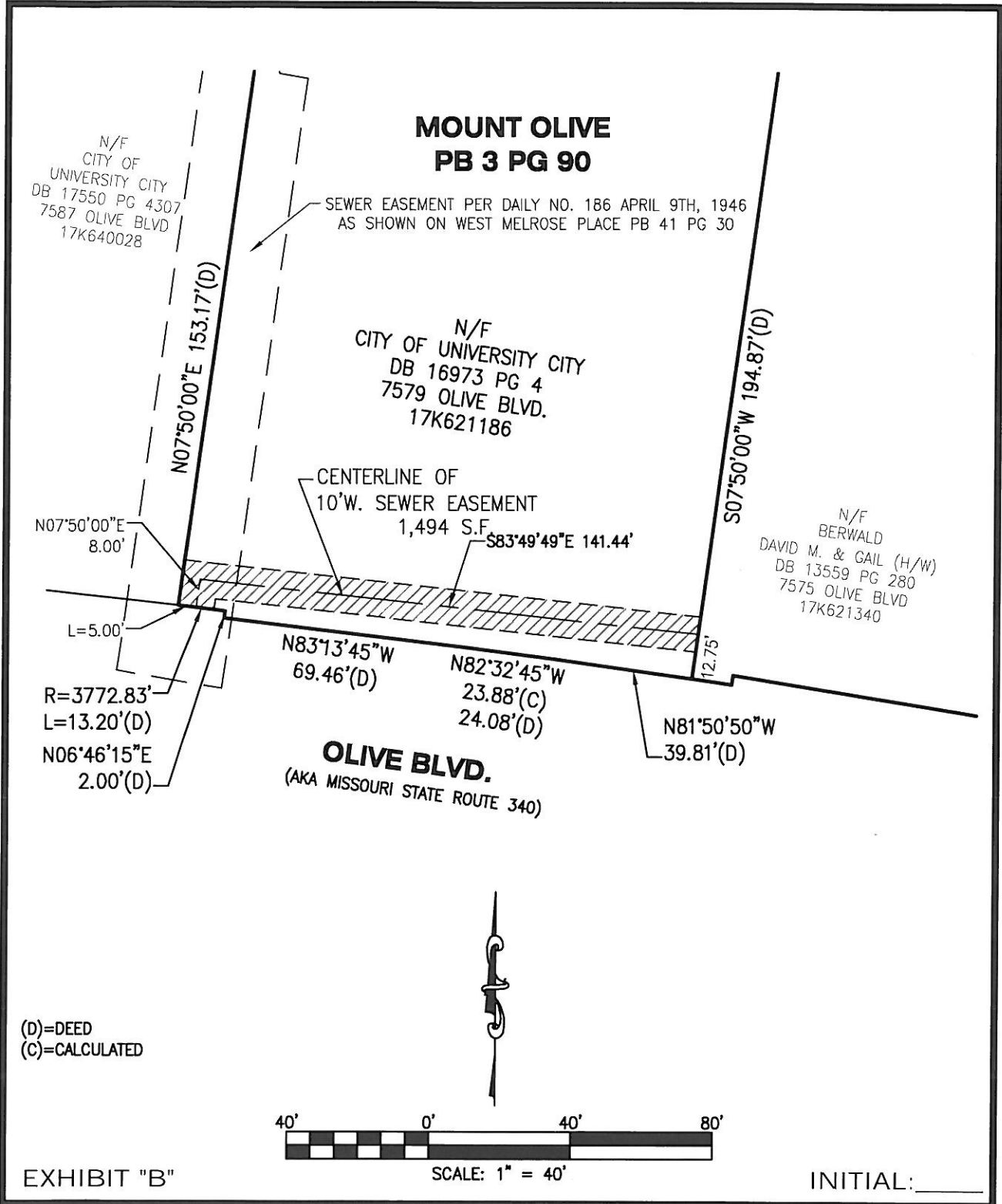
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF A TRACT OF CONVEYED TO THE CITY OF UNIVERSITY CITY, ACCORDING TO DEED BOOK 16973 PAGE 4 OF THE ST. LOUIS COUNTY RECORDS WITH THE NORTH LINE OF OLIVE BOULEVARD, AS WIDEN;

THENCE ALONG SAID NORTH LINE, ALONG A CURVE TO THE LEFT, HAVING AN ARC DISTANCE OF 5.00 FEET, A RADIUS OF 3772.83 FEET AND A CHORD BEARING SOUTH 83 DEGREES 13 MINUTES 01 SECONDS EAST, 5.00 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE CENTERLINE OF THE HEREIN DESCRIBED SEWER EASEMENT, 10 FEET WIDE;

THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES: NORTH 07 DEGREES 50 MINUTES 00 SECONDS EAST, 8.00 FEET; SOUTH 83 DEGREES 49 MINUTES 49 SECONDS EAST, 141.44 FEET TO THE POINT OF ENDING, BEING EAST LINE CITY OF UNIVERSITY CITY TRACT AS AFOREMENTIONED,

THE ABOVE DESCRIBED TRACT CONTAINING 1,494 SQUARE FEET IS BASED UPON CALCULATIONS BY COLE AND ASSOCIATES, INC. AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS, OF RECORD, IF ANY.

OLIVE 500' E OF NORTH AND SOUTH RD
DOLLAR TREE - 7575 OLIVE
P-0030313-00



SEWER EASEMENT
PART OF LOT 15 OF MOUNT OLIVE, PB 3 PG 90
SECTION 3, TOWNSHIP 45 NORTH, RANGE 6 EAST
CITY OF UNIVERSITY CITY, ST. LOUIS COUNTY, MISSOURI

03/25/2015

30313-17K621186-[E]

April 27, 2015

K-8-5



Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Ackert Walkway Easement – AT&T

AGENDA SECTION: City Manager’s Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

During the planning phase of the installation of the Ackert Walkway Arch sign, underground utilities were identified in the area where the installation of the sign’s concrete foundations were proposed.

The fiber optic owned and maintained by Southwestern Bell Telephone Company DBA AT&T, was found to be under the paved Ackert walkway. The fiber optic lines have been underground at this location for over 10 years.

AT&T Missouri has presented a 5-foot “facilities easement” as described in the attached, and illustrated in its Exhibit A.

The fiber optic lines are not in conflict with any other City facility and can remain in its existing location. This “facilities easement” is necessary to provide proper rights to the communications company to have facilities at this City owned parcel of land.

RECOMMENDATION:

Staff recommends approval of this request; therefore authorize the City Manager to execute the Facilities Easement.

ATTACHMENTS:

- Southwestern Bell Telephone Company DBA AT&T - Facilities Easement
- Exhibit A

SOUTHWESTERN BELL TELEPHONE COMPANY

FACILITIES EASEMENT

ROW CASE: _____
Executed: _____ / _____ /2015

THE STATE OF MISSOURI §

§ KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF ST LOUIS §

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned,

CITY OF UNIVERSITY CITY
6801 DELMAR BOULEVARD, UNIVERSITY CITY MO. 63130

[hereinafter referred to as "GRANTOR" (whether one or more)], and SOUTHWESTERN BELL TELEPHONE COMPANY (13075 Manchester Rd., Ste 3-H-01., Des Peres, MO 63131), a Delaware corporation, (hereinafter referred to as GRANTEE"), wherein GRANTOR, in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, receipt of which is hereby acknowledged, does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents (hereinafter collectively referred to as "GRANTEE"), a permanent exclusive easement (hereinafter referred to as the "Easement") as described herein below for the purposes hereinafter set forth, upon, across, over, above, under and within GRANTOR'S tract of land located in St Louis County, Missouri, (hereinafter called "the Property"), and described as follows, to wit:

LEGAL DESCRIPTION:

An easement being five (5) feet in width, With the centerline of said easement being the cables as placed on property situated in U.S. Survey 378 , Township 45 North, Range 6 East , City of University City, St Louis County, Missouri.

THE EASEMENT SHALL BE FURTHER DESCRIBED AS SHOWN ON EXHIBITS "A" ATTACHED HERETO AND MADE A PART HEREOF.

This agreement does not constitute a conveyance of the Property, nor of the minerals therein and there-under, but grants only an Easement subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE to construct, operate, maintain, protect, repair, relocate, upgrade, replace, and remove facilities for the transmission of signals used in the provision of communication, video, data and/or information services, including, but not limited to , conduit, ducts and hand holes, equipment, cabinets or enclosures, and support posts or pads, cables, wires, fiber optic cables, pedestals or other above-ground cable or wire enclosures, marker posts and signs, and other related equipment, fixtures, appurtenances, and improvements (collectively, the "Facilities"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement.

(b) GRANTOR further conveys to GRANTEE the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement utilizing reasonable routes across the Property, including but not limited to the right to use existing and future roads, parking lots, entrances and exits and all other paved areas of the Property; the right to drain or sheet flow storm water runoff from the Easement onto the Property and/or into existing and future storm water collection and drainage facilities located within the Property; the right to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement;

(c) During the period of installation, removal or replacement of the Facilities by GRANTEE within the Easement herein granted, GRANTEE shall have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal or replacement of said Facilities. Following the initial installation of GRANTEE'S Facilities, and also after any later activities by GRANTEE which affect the Property, GRANTEE shall promptly restore the grounds affected thereby to as nearly as practicable the same condition that existed prior to such activity.

(d) The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

(e) GRANTOR warrants that he/she/they are the owners of the Property occupied by the Easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated. In addition, GRANTOR hereby warrants and represents he/she/they have no knowledge of the existence of past or present production, storage, treatment or disposal of any toxic or hazardous waste or substance, or of hazardous/toxic waste contamination conditions applicable to either the Easement or the Property.

(f) NOTWITHSTANDING ANY PROVISION OF THIS EASEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

(g) GRANTEE hereby agrees to save and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR does hereby bind its self, and its heirs and assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

SIGNED AND EXECUTED this _____ day of _____, 2015.

By: _____ By: _____

Title: _____ Title _____

ACKNOWLEDGMENT

THE STATE OF MISSOURI
COUNTY OF ST LOUIS

BEFORE ME, the undersigned authority, on this day personally

appeared _____ and _____

, known to me to be the persons whose names are subscribed to the foregoing instrument as

(TITLE) _____ and (TITLE) _____ of

THE CITY OF UNIVERSITY CITY

And acknowledged to me that they executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said city.

Given under my hand and seal of office this the _____ day of _____, 2015.

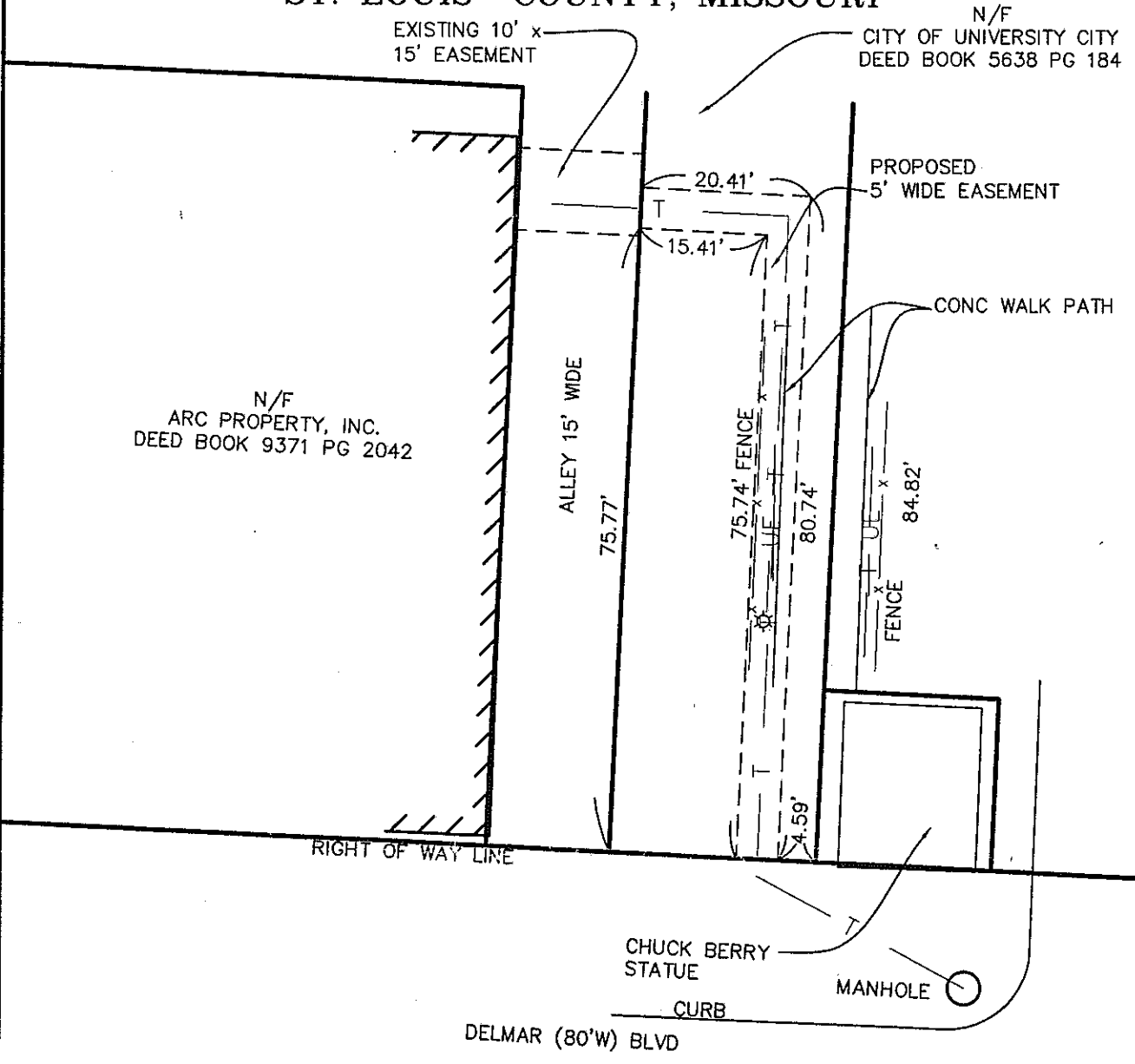
Notary Public in and for the State of Missouri

My Commission Expires _____

(SEAL)

EASEMENT EXHIBIT FOR S.W.B. TELEPHONE CO. D.B.A. AT&T A DELAWARE CORP.

A TRACT OF LAND BEING PART OF U.S. SURVEY 378
T. 45 N., R. 6 E. UNIVERSITY CITY,
ST. LOUIS COUNTY, MISSOURI

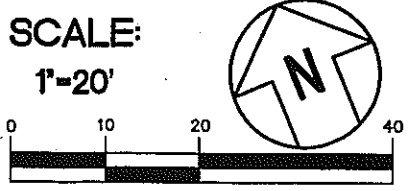


N/F
ARC PROPERTY, INC.
DEED BOOK 9371 PG 2042

N/F
CITY OF UNIVERSITY CITY
DEED BOOK 5638 PG 184

EXHIBIT 'A'

INITIALS:



REVISED: -	SHEET 1 OF 1
	ST. CHARLES ENGINEERING & SURV., INC. 801 S. FIFTH STREET, SUITE 202 ST. CHARLES, MO 63801 TEL: (636) 947-0607 FAX: (636) 947-2448
	ORDER NO. DATE 03/09/15



Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Kingsland Ave. Bridge Reconstruction

BRM-5582(604) AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND:

The City of University City applied and was selected for receiving federal funds to reconstruct sections of Kingsland Ave. cover over the northeast branch of River Des Peres from south of Bartmer Ave. intersection to north of Etzel Ave. intersection. This project aims to improve the deteriorated condition of this structure, to remove deficiencies and maintain Kingsland Ave. and its intersecting streets safely open to public travel. The work scope will include removal and reconstruction of bridge sections, reconstruction of the street pavement above these bridge sections, pavement markings and any incidental work related to these improvements.

The Missouri Department of Transportation requires that the City execute the attached "Missouri Highways and Transportation Commission On-system Bridge Program Agreement" with an enabling ordinance passed by the City Council.

The total budget for this project is \$1,671,000.00. The federal share will be 72% of the cost of the project, not to exceed \$1,200,000.00. The University City's Share will be the remaining cost equivalent to 28% or \$471,000.00. The local match is funded from the General Revenue fund.

RECOMMENDATION:

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

ATTACHMENTS:

- 1) Program Agreement w/ Exhibits:
 - A) Project Location Map
 - B) Required Contract Provisions Federal-Aid Construction Contracts
- 2) Enabling Ordinance

CCO Form: FS14 University City
Approved: 10/98 (BDG) Kingsland Ave. over NE Branch of River Des Peres
Revised: 12/14 (MWH) Kingsland Ave. Bridge Reconstruction
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRM-5582(604)
Award Year: (2015)
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ON-SYSTEM BRIDGE PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of University City, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Federal-Aid Highway Act, 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, The City desires to replace a certain bridge, more specifically described below, under the On-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

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

(1) PURPOSE: The improvement contemplated by this Agreement, and designated as Project BRM-5582(604) by the Commission is on Kingsland Avenue in St. Louis County. The length of this improvement is 0.22 miles. This improvement involves a bridge which has been inventoried by the City or Commission in accordance with 23 U.S.C. §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

Kingsland Avenue over the northeast branch of River Des Peres (from north of Etzel Avenue to just south of Bartmer Avenue).

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) 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) MAINTENANCE: Upon completion of this improvement, the City shall accept control and maintenance of the improved road as a part of its road system and at its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) 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 B. 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.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

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

(9) PERMITS: The City shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(11) 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 (11) 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.

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

(13) INSPECTION OF PERFORMANCE: The City shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) 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.

(15) 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.

(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 the City. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$1,200,000. 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 the 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) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(18) 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.

(19) 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.

(20) 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.

(21) 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.

(22) 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.

(23) 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.

[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:

Secretary to the Commission

By _____

Title _____

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

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

Ordinance No. _____

PROJECT LOCATION MAP

City of University City, Mo. (St. Louis County)
Kingsland Ave. Bridge Proposed Reconstruction
Bridge No. 43200141
Section 2, Township 45N, Range 6E



Working\14139 - U City, Kingsland Ave, BRM AptDrawings\14139 Project Location Map.dwg, 8X11, 12/5/2014 11:43:23 AM, hardin, PDF-XChange for Acrobat Pro Lines Overwrite.pc3, Letter/ANSI A, 1:1



One Campbell Plaza T. 314 781 7770
St. Louis, Missouri 63139 F. 314 781 9075
www.cdoengineers.com

Exhibit B

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRM-5582(604)
Award Year: (2015)
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF UNIVERSITY CITY

INDTRODUCED BY: Councilmember Sharpe

DATE: April 13, 2015

BILL NO: **9258**

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 Kingsland Ave. Bridge Reconstruction on Kingsland Ave. over NE Branch of River Des Peres.

Be it ordained by the City Council of the City 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 Kingsland Ave. Bridge Reconstruction.

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



Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Map Amendment – rezone 900 Purdue Avenue from LC – Limited Commercial District to LR – Limited Residential District

AGENDA SECTION: Unfinished Business

COUNCIL ACTION: Passage of Ordinance required for Approval

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Attached are the Staff Report and documents pertaining to a proposed Zoning Map Amendment (rezoning). The current proposal is to amend the Official Zoning Map by rezoning property at 900 Purdue Avenue from LC – Limited Commercial District to LR – Limited Residential District.

The Plan Commission recommended approval of the proposed Map Amendment at their March 25, 2015 meeting. 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 April 13, 2015. The second and third readings and passage of the ordinance could occur at the subsequent April 27, 2015 meeting.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Staff Report and application documents
3. Draft Ordinance and Exhibits

RECOMMENDATION: Approval



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

April 1, 2015

Ms. Joyce Pumm, City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Map Amendment – 900 Purdue Avenue

Dear Ms. Pumm,

At its regular meeting on March 25, 2015 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, University City, Missouri, 63130, the City Plan Commission considered the application by Mark Vogel, property owner, to rezone 900 Purdue Avenue from LC – Limited Commercial District to LR – Limited Residential District.

By a vote of 6 to 1, 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

INTRODUCED BY: Councilmember Glickert

DATE: April 13, 2015

BILL NO. **9259**

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 PROPERTY THAT IS LOCATED WITHIN THE CITY LIMITS OF UNIVERSITY CITY AT 900 PURDUE AVENUE FROM "LC" – LIMITED COMMERCIAL DISTRICT TO "LR" LIMITED RESIDENTIAL 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 in to 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, the City Plan Commission examined a request for an amendment of the Official Zoning Map of the City to change the classification of property that is located within the city limits of University City at 900 Purdue Avenue from Limited Commercial District ("LC") to Limited Residential District ("LR"); and

WHEREAS, the City Plan Commission, in a meeting at the Heman Park Community Center, 975 Pennsylvania Avenue, University City, Missouri, 63130 on March 25, 2015, 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 April 13, 2015, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on March 29, 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 property that is located within the city limits of University City at 900 Purdue Avenue from Limited Commercial District ("LC") to Limited Residential District ("LR").

Section 2. Said property at 900 Purdue Avenue, totaling 0.2 acres, is more fully described with legal descriptions, attached hereto, marked Exhibit "B" and made a part hereof.

The above described tract having St. Louis County locator number of:
900 Purdue Avenue 17J210194

Section 3. The new Official Zoning Map of the City is attached hereto, marked Exhibit "A", 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 _____, 2014.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

EXHIBIT A

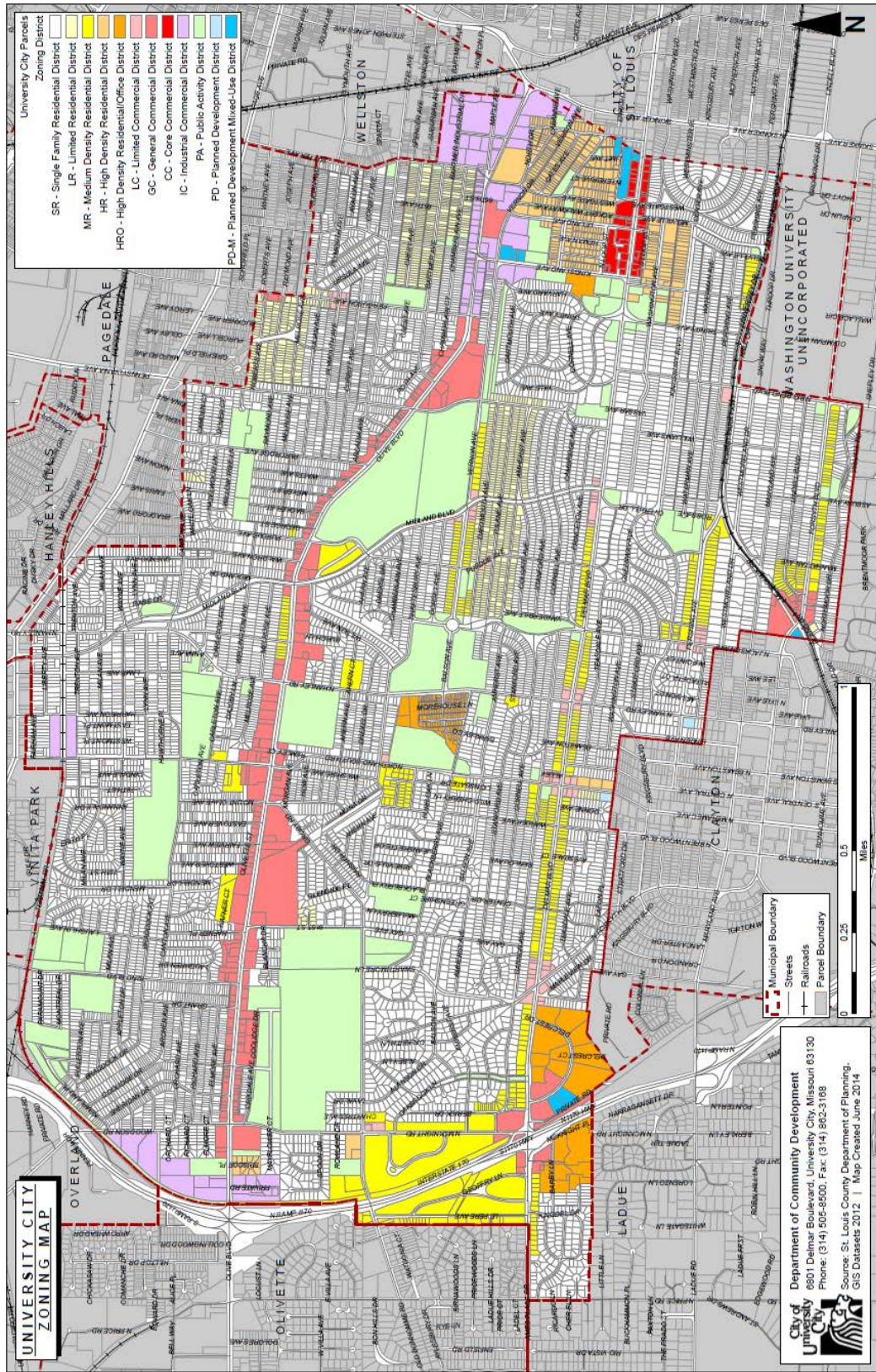


EXHIBIT B – LEGAL DESCRIPTION FOR REZONING – 7416 BLAND DRIVE

Lot 21 in Block B of University Park No. 2, recorded in Plat Book 21 on Page 25 of St. Louis County, Missouri.



Council Agenda Item Cover

MEETING DATE: APRIL 27, 2015

AGENDA ITEM TITLE: AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER JULY 1, 2014, AND REPEALING ORDINANCE NO. 6965.

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: The City Manager is requesting a pay plan amendment for three positions in accordance with Civil Service Rule IV, 4. Amendments. The amendment is warranted to better compensate for an increase in responsibilities and/or ensure fair and equitable pay relative to similar positions in comparable jurisdictions. It will help ensure the City's ability to attract and retain the most qualified employees for the positions. The amendment will not negatively impact the City's personnel budget.

Proposed Reclassifications and Job Title Changes

The following positions are impacted by the proposed amendment.

Former Classification	New Classification	Explanation
Planner (Pay Grade 12C)	Planning and Zoning Administrator (14A)	Addition of higher level of responsibilities. Technical position required advanced degree. To be comparable with compensation of other cities of similar size and operation.
Economic Development Manager (14)	Economic Development Manager (14A)	To be comparable with other cities with the same size and operation.
Facilities Maintenance Supervisor (14)	Facilities Manager (17)	Addition of higher level responsibilities, including additional staff and number of facilities managed.

RECOMMENDATION: Approval

ATTACHMENT: A – Draft Ordinance
B – Position justification

Reclassify Grade_ – Change pay grade of a current position					X
Reclassify Job Description_ - Change current position to another current position					
Modify Job Description_ – Change current job description without title or grade change					
Additional Personnel_ - Request for additional personnel in current position					
Newly Created Position - No Request for additional personnel					
Reinstate a frozen position					
Is this a new position?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	X
Will this increase the personnel headcount?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	x
Will this impact the current budget?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	x

Details			
Department:	COMMUNITY DEVELOPMENT	Division:	CD
Supervisor:	ANDREA RIGANTI	FLSA Status:	EXEMPT
Current Title:	PLANNER	Current Grade:	12C
Requested Title:	PLANNING AND ZONING ADMINISTRATOR	Requested Grade:	14A
# Hours Annually:	2080	Hourly Rate:	
Justification			
<p>A request to amend the pay play for the position of Planner is being submitted for consideration. The amendment is warranted to ensure fair and equitable compensation for this position relative to those in comparable jurisdictions.</p> <p>For context, the position of Zoning Administrator is established in the Zoning Code Section 400.2460 Appointment and is responsible for interpreting and administering the provisions of the Zoning Code. The "Planner" functions as the Zoning Administrator and has primary responsibility for carrying out the Zoning Code. The Planner is responsible for providing assistance and staff support to several Boards and Commissions, analyzing complex development applications and technical planning documents, preparing short and long range planning documents and assisting members of the public and development community on land use matters.</p> <p>In addition to the requirements for the position set forth above, additional responsibilities were ascribed to the Position in response to the changing planning and zoning needs of the community. To establish cost-savings and efficiencies, and better respond to requests from prospective developers, some functions that were previously contracted on an as needed basis were allocated to this Position. These responsibilities include mapping, and data analysis and gathering. The Position is currently classified in Pay Grade 12C (\$42-623-\$54,396).</p> <p>Pay ranges for similar professionals (based on area of specialty) in the St. Louis metropolitan region was reviewed using survey information from the American Planning Association. The average salary range for similarly classified positions is \$53,000 - \$59,000. The duties, position complexity, technical skills required, and other attributes of the Position were reviewed and compared to other positions within the City's pay plan. The most equivalent position is Project Manager II. This position is classified in pay grade 14A.</p> <p>Based on the analysis of analogous positions in the region and of the pay grade for an equivalent City position, a pay plan amendment to 14A (\$45,932-58,079 is being proposed. This change will allow for the appropriate and commensurate compensation for the Position.</p>			

Reclassify Grade_ – Change pay grade of a current position				<u>X</u>
Reclassify Job Description_ - Change current position to another current position				
Modify Job Description_ – Change current job description without title or grade change				
Additional Personnel_ - Request for additional personnel in current position				
Newly Created Position - No Request for additional personnel				
Reinstate a frozen position				
Is this a new position?	Yes	<input type="checkbox"/>	No	X
Will this increase the personnel headcount?	Yes	<input type="checkbox"/>	No	x
Will this impact the current budget?	Yes	<input type="checkbox"/>	No	x

Details			
Department:	COMMUNITY DEVELOPMENT	Division:	CD
Supervisor:	ANDREA RIGANTI	FLSA Status:	EXEMPT
Current Title:	ECONOMIC DEVELOPMENT MANAGER	Current Grade:	14
Requested Title:	SAME	Requested Grade:	14A
# Hours Annually:	2080	Hourly Rate:	

Justification

A request to amend the pay play for the position of Economic Development Manager is being submitted for consideration. The amendment is warranted to ensure fair and equitable compensation for this position relative to those in comparable jurisdictions.

The Economic Development Manager is responsible for activities associated with business retention, attraction and expansion. This position is critical to leading or assisting with efforts to guarantee the long-term economic stability of the City by enhancing the business climate, providing technical resources to potential developers, focus on revitalization and marketing efforts, and ensuring a high profile of the City at a regional, state and national level. The position also serves as a liaison between the City and various business organizations and associations, and manages and coordinates economic development strategies.

The Position was created in 2010 and was originally envisioned as an Economic Development Specialist. Since that time, it was determined that a higher degree of skills and responsibilities were required of the Position in order to meet economic development goals. The Position now serves as a key staff member in the City's economic development and revitalization efforts, and functions at a senior staff level. The Position is currently classified in Pay Grade 14 (\$44,621-56,419).

Pay ranges for similar professionals in the St. Louis metropolitan region was reviewed using survey information from East-West Gateway Council of Governments. The average salary range for similarly classified positions is \$62,000. It should be noted that the comparisons were made based on position descriptions and area of responsibilities, rather than position titles which varied significantly. The duties, position complexity, technical skills required, and other attributes of the Position were reviewed and compared to other positions within the City's pay plan. The most equivalent position is Project Manager II. This position is classified in pay grade 14A.

Based on the analysis of analogous positions in the region and of the pay grade for an equivalent City position, a pay plan amendment to 14A (\$45,932-58,079 is being proposed. This change will allow for the appropriate and commensurate compensation for the Position.

Reclassify Grade – Change pay grade of a current position					X
Reclassify Job Description - Change current position to another current position					
Modify Job Description – Change current job description without title or grade change					
Additional Personnel - Request for additional personnel in current position					
Newly Created Position - No Request for additional personnel					
Reinstate a frozen position					
Is this a new position?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	X
Will this increase the personnel headcount?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	x
Will this impact the current budget?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	x

Details			
Department:	COMMUNITY DEVELOPMENT	Division:	CD
Supervisor:	ANDREA RIGANTI	FLSA Status:	EXEMPT
Current Title:	FACILITIES MAINTENANCE SUPERVISOR	Current Grade:	14
Requested Title:	FACILITIES MANAGER	Requested Grade:	17
# Hours Annually:	2080	Hourly Rate:	

Justification

A request to amend the pay plan for the position of Facilities Maintenance Supervisor is being submitted for consideration. The amendment is warranted to ensure fair and equitable compensation for this position relative to an increase in responsibilities.

The Facilities Maintenance Supervisor is responsible for the overall maintenance and operations of City-owned facilities. Custodial and janitorial responsibilities also fall under the Position. The Position has evolved to better meet City needs after the recent retirement of a long-time employee. Additional functions were assigned to the Position and include the development of a preventative maintenance program for City facilities. Previously, maintenance activities occurred on a responsive basis and/or were contracted. With aging and historical City facilities, a different and more sophisticated approach is warranted to ensure the long-term viability of the structures. Several projects to restore, repair or renovate City buildings are planned or in progress, and require project management experience and skills from the Position. Additional skill sets are now expected of the Position, and includes construction, mechanical, electrical, and plumbing work – work previously contracted out or deferred. In addition, more City-owned facilities that were previously maintained by a different Department now fall under the purview of the Position. This has increased the expanse of responsibilities as well and the number of staff supervised.

The Position is a key staff member and functions at a senior staff level. The Position is currently classified in Pay Grade 14 (\$44,621-\$56,419).

The duties, position complexity, technical skills required, and other attributes of the Position were reviewed and compared to other positions within the City’s pay plan. The most equivalent position is Sanitation Superintendent/Street Superintendent. Those positions are classified in pay grade 18 but have additional staff to supervisor. Therefore, a pay plan amendment to 17 (\$52,112-\$65,221) is being proposed. The only position currently classified in Pay Grade 17 is Financial Analyst. This proposed change will allow for the appropriate and commensurate compensation for the Position.

INTRODUCED BY: Councilmember Jennings **DATE:** April 13, 2015

BILL NO: 9260

ORDINANCE NO.:

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 6965.

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

Section 1. From and after its passage, initially payable May 8, 2015, City employees within the classified service of the City, hereinafter designated, shall receive as compensation for their services such amounts as may be fixed by the City Manager in accordance with Schedule A (Pay Grade), included herein, with a salary not less than the lowest amount and not greater than the highest amount set forth in Schedule B (Classification and Grade), and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations, and Civil Service Rules now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference, and the City Manager is further authorized and directed to effect the inclusion of these benefits in the City's Administrative Regulations in the manner provided by law.

SCHEDULE A- HOURLY BASE PAY STEPS

Pay Grade	Step A	Step B	Step C	Step D	Step E	Step F
3	13.0550	13.6853	14.3335	15.0358	15.7140	16.4823
4	13.4992	14.1234	14.8197	15.4920	16.2422	17.0285
5	14.3335	15.0358	15.7140	16.4823	17.2686	18.1390
6	14.8197	15.4920	16.2422	17.0285	17.8869	18.7572
6A	15.0358	15.7140	16.4823	17.2686	18.1390	19.0213
7	15.9721	16.8845	17.7008	18.5591	19.4895	20.4018
7B	16.1282	17.0526	17.8749	18.7452	19.6816	20.5999
7C	16.4043	17.1966	18.0609	18.9373	19.8196	20.7740
8	16.8365	17.7968	18.6552	19.5555	20.5399	21.5003
8A	16.6384	17.4487	18.3010	19.2134	20.1137	21.0561
9	17.0285	17.8869	18.7572	19.6275	20.5699	21.5423
9B	17.2686	18.1390	19.0213	19.9157	20.8640	21.8664
9A	17.4067	18.2530	19.1594	20.0837	21.0081	22.0165
9C	17.4367	18.3190	19.2134	20.1077	21.0681	22.0825
9D	17.9289	18.9553	19.8676	20.8280	21.8724	22.8988
10	18.0309	18.8893	19.8376	20.7680	21.7704	22.7848
10A	18.9973	19.9097	20.9120	21.8844	22.9408	24.0092
11	18.6192	19.5555	20.4679	21.4522	22.4546	23.5771
11A	16.7336	0.0000	0.0000	0.0000	0.0000	19.7819
11B	19.0993	20.0717	20.9841	22.0105	23.0309	24.3574
12	19.5555	20.4679	21.4522	22.4546	23.5771	24.7055
12D	19.7596	20.7080	21.7464	22.7608	23.8592	24.9696
12A	19.9997	20.9601	21.9564	23.0068	24.1233	25.5278
12B	20.2938	21.2662	22.2746	23.3430	24.4714	25.9000
12C	20.4919	21.4703	22.4906	23.5711	24.7115	26.1521
13	20.4679	21.4522	22.4546	23.5771	24.7055	25.8579
13A	20.9661	21.9805	23.0068	24.1533	25.3117	26.4882
13P	21.5783	22.6167	23.6731	24.8616	26.0500	27.2685
14	21.4522	22.4546	23.5771	24.7055	25.8579	27.1244
14A	22.0825	23.1149	24.2733	25.4318	26.6202	27.9227
14P	22.9888	24.0633	25.5038	26.7223	27.9648	29.3693
15	22.3226	23.4210	24.5254	25.6599	26.8903	28.7150
16	23.1869	24.2793	25.3958	26.6202	27.8867	30.1676
16P	0.0000	0.0000	0.0000	30.1796	31.4461	33.1027
17	25.0536	26.1881	27.4185	28.6970	29.9935	31.3561
17A	24.8736	26.1160	27.4305	28.7991	30.2336	31.7462

SCHEDULE A (CONTINUED)						
Pay Grade	Step A	Step B	Step C	Step D	Step E	Step F
18	26.1581	27.4065	28.7691	30.0295	31.4101	32.8566
18A	26.2241	27.6106	29.0572	30.5938	32.2024	33.8890
188	26.7643	28.0488	29.3753	30.7258	32.1424	33.6189
18P	0.0000	0.0000	0.0000	34.5973	36.0859	37.9226
19	26.8903	28.1688	29.4653	30.8219	32.2384	33.7510
20	28.7738	30.1472	31.6460	33.0326	34.5511	36.1424
20F	0.0000	0.0000	0.0000	26.1315	27.3705	28.7039
20P	0.0000	0.0000	0.0000	39.0210	40.5876	42.7184
21	30.5097	32.2084	33.6850	35.6117	37.3043	38.7029
22	31.7222	33.3068	34.9754	36.7221	38.5588	40.4856
22A	32.7366	34.2132	35.7918	37.4964	39.2311	41.1518
22B	32.4065	34.1831	35.7257	37.7425	39.5072	40.9718
23	34.0331	35.6057	37.2983	39.0210	40.9357	41.9921
24	34.2372	35.3896	37.0402	38.8769	39.8973	42.8445
24F	0.0000	0.0000	0.0000	41.0378	43.0065	45.4735
24P	0.0000	0.0000	0.0000	43.7148	45.6956	47.7604
25	35.3776	37.0402	38.8769	39.8973	42.8445	44.9153
25A	37.8746	39.7413	41.7040	43.7628	45.9297	48.1985
25F	0.0000	0.0000	45.7136	47.9524	50.2573	53.1504
26	37.0402	38.8769	39.8973	42.8445	44.9153	47.1361
27	43.1926	44.3090	47.5383	49.8132	52.2501	55.3293
27P	44.6632	46.8300	49.1049	51.4878	53.9908	56.6258
28	44.2910	46.4759	48.7748	52.7123	55.0712	56.6258
	Step B	Step C	Step D	Step E	Step F	Step G
11A	16.4055	17.3176	17.9607	18.4315	18.9485	19.3940
11M	18.4735	19.4655	20.1422	20.6256	21.1594	21.6344
16M	22.5002	23.7486	24.5851	25.2114	25.8965	26.3421

SCHEDULE B - ANNUAL BASE PAY			
Title	Pay Grade	Minimum	Maximum
Clerk Typist Parking Controller Police/Fire Cadet	3	27,154	34,283
Custodian Laborer	4	28,078	35,419
Laborer/Light Equipment Operator	6	30,825	39,015
Advanced Clerk Typist Court Clerk II	6A	31,274	39,564
Administrative Secretary	7	33,222	42,436
Account Clerk II	7C	34,121	43,210
Victim Service Advocate	8	35,020	44,721
Equipment Operator Recreation Coordinator	8A	34,608	43,797
Executive Secy to Dept. Director	9	35,419	44,808
Print Shop Operator	9B	35,919	45,482
General Maintenance Worker Heavy Equipment Operator Tree Trimmer	9A	36,206	45,482
Senior Account Clerk	9C	36,268	45,932
Dispatcher	9D	37,292	47,630
Accounts Payable Specialist Administrative Assistant Exec. Secy to Chief Recreation Supervisor I	10	37,504	47,392
Accountant Community Service Specialist Engineering Service Specialist Inspector I	11	38,728	49,040
Crew Leader	11B	39,727	50,663
Court Administrator Inspector II Senior Administrative Asst. Solid Waste Program Manager	12	40,675	51,387
Supervisory Dispatcher	120	41,100	51,937
Project Manager Recreation Supervisor II	12B	42,211	53,872

SCHEDULE B- (CONTINUED)			
Title	Pay Grade	Minimum	Maximum
Multi-Discipline Inspector			
Senior Program Manager/Analyst	12C	42,623	54,396
Mechanic	13	42,573	53,785
Police Officer Trainee	13P	44,883	56,718
Forestry Supervisor Golf Maintenance Superintendent Golf Manager Lead Mechanic Administrative Analyst Senior Plans Examiner / Inspector	14	44,621	56,419
Project Manager II Planning and Zoning Administrator Manager of Economic Development	14A	45,932	58,079
Police Officer	14P	47,817	61,088
Assistant Recreation Superintendent Human Resources Manager Fleet Manager Information Technology Manager	15	46,431	59,727
Police Sergeant	16P	62,774	68,854
Financial Analyst Facilities Manager	17	52,112	65,221
Sanitation Superintendent Street Superintendent	18	54,409	68,342
Senior Public Works Manager	18B	55,670	69,927
Police Lieutenant	18P	71,962	78,879
Assistant Director of Finance Deputy Dir of Planning, Zoning & Econ Dev Deputy Dir of Recreation	20	59,850	75,176
Battalion Chief	20F	76,095	83,586
Police Captain	20P	81,164	88,854
Asst. Dir. Of Pub. Works/City Engineer Deputy Dir. /Building Commissioner	22	65,982	84,210
Assistant Fire Chief	24F	85,359	94,585
Deputy Police Chief	24P	90,927	99,342

Section 2. From and after July 1, 2014, seasonal and part-time employees of the City may be employed at an hourly rate in accordance with the following Schedule C (hourly pay rates for seasonal and part-time employees).

Schedule C

Hourly Rates for Seasonal and Part-Time Employees

Title of Class	Grade Code	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Rec. Spec. I Youth Job Corps Worker Cashier Park Attendant	P02 P04 P06					7.35	7.51	7.76	8.02
Lifeguard	P05					7.76	8.02	8.27	8.53
Rec. Spec. II Assistant Pool Manager	P07 P11					8.07	8.33	8.58	8.84
Pool Technician	P09					7.35	7.56	7.81	8.07
Rec. Spec. III	P10					8.84	9.09	9.35	9.61
Pool Mgr./Camp Mgr.	P12					9.55	10.07	10.58	11.09
Rec Program Leader	P14		7.51	7.76	8.02				
Rec Program Supervisor	P17		9.55	10.07	10.58				
PT Inspector Golf Shop Supervisor Parking Controller*	P13		12.43						
Clerical Aide Labor Aide	P15		7.56						
Traffic Escort	P16		8.15						
PT Clerk Typist	P18		8.15						
PT Adv. Clerk Typist	P19		9.74						
PT Court Clerk*	P20		13.02						
PT Police Cadet Fire Cadet	P22		9.54						
Admin Secretary	P24	11.97	12.54	13.15					
Intern	P25	7.84	8.92	9.99	11.07	13.50			
PT Custodian, Laborer	P26	9.47	9.98	10.50	11.00	11.52			
PT Dispatcher*	P27	15.66	16.54	17.34	18.20	19.10			

employees in the unclassified service of the City, except as otherwise noted, shall receive as full compensation for their services the amounts hereinafter set forth, or where a grade in salary is specified, such amounts as may be fixed by the City Manager within the specified grade. Non-executive and executive personnel in a grade shall be paid in accordance with Schedule A (Pay Step Schedule).

ScheduleD

Pay Rates for the Unclassified Service, Part-Time,
Temporary or Special Grant Funded Positions

<u>Grade Code</u>	<u>Title of Position</u>	<u>Monthly Salary</u> (except as noted)
S04 A	Judge of City Court (Substitute)	\$159 per session
S05 A	Judge of City Court	\$1,741 - \$1,829- \$1,922- \$2,050
S06A	Prosecuting Attorney (Substitute)	\$159 per session
S07 A	Prosecuting Attorney	\$2,577- \$2,735- \$2,892- \$3,065

SCHEDULED Title	ANNUAL BASE PAY		
	Pay Grade	Minimum	Maximum
Secretary to City Manager	10	37,504	47,392
City Clerk	188	55,670	69,927
Director of Community Development	25A	78,779	100,253
Fire Chief	25F	95,084	110,553
Director of Finance Director of Public Works and Parks	27	89,841	115,085
Police Chief	27P	92,899	117,782

Section 4. From and after June 29, 1994, all full-time non-executive, non-administrative or non-professional employees shall be subject to the work week or work cycle and regulations relating to overtime work, except as noted. A listing of executive, administrative, and professionally designated employees or positions shall be issued by the City Manager.

1. Department directors shall not be paid overtime nor receive compensatory time for hours worked in excess of 40 per week.
2. Department directors may grant compensatory time on a straight time basis to their designated executive, administrative, or professional employees for hours worked in excess of 40 per week. Such employees are exempt from FLSA provisions.

police and fire executive and administrative employees, is set at 40 hours per week.

4. Hours worked in excess of 40 hours per week, when authorized in advance by department directors, may be paid at the rate of time and one-half or in lieu thereof, department directors in their discretion may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under FLSA provisions.
5. The average work week of Battalion Chiefs shall be 56 hours. They shall not be compensated for any hours in excess of 56 hours.

Section 5.

- A. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for five years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from the sixth (6th) year through the seventh (7th) year:

In Pay Grade		<u>Monthly Amount</u>
16P	Police Sergeant	\$63
18P	Police Lieutenant	67
20P	Police Captain	71

- B. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for seven years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eighth (8th) year through the tenth (10th) year:

In Pay Grade		Monthly Amount
14P	Police Officer	\$49
16P	Police Sergeant	123
18P	Police Lieutenant	132
20P	Police Captain	142

- C. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for ten years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eleventh (11th) year through the fourteenth (14th) year:

In Pay Grade		<u>Monthly Amount</u>
14P	Police Officer	\$80

Police personnel, in the pay grades shown, shall receive compensation for fourteen years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the fifteenth (15th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
14P	Police Officer	\$92

- E. From and after June 28, 2006, initially payable July 14, 2006, Paramedic Fire Captains, Firefighters, and Paramedic Firefighters 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 (10^h) year:

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

- F. From and after June 28, 2006, initially payable July 14, 2006, Firefighters and Paramedic Firefighters 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 (20^h) year:

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

- G. The following is only for Firefighters who will be receiving 20 years longevity pay on October 1, 2001. They shall continue in their pay status but no new awards shall be made after that date. From and after June 21, 2000, initially payable July 7, 2000, Firefighters shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amount, from the twenty-first (21st) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$168

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

Section 6. From and after June 25, 2008, all full-time employees shall have their hourly rate computed as follows:

1. The hourly rate for all full-time employees, who, according to Section 4, have a set or average work week of 40 hours, shall have their hourly rate computed by multiplying the monthly rate by 12, dividing that product by 2,080.
2. The hourly rate for full-time uniformed Battalion Chiefs of the Fire Department, who, according to Section 4, have an average work week of 56 hours, shall have their hourly rate computed by multiplying the monthly rate by 12, dividing that product by 2,912.

Section 7. Ordinance No. 6879, No. 6745, No. 6965 and all ordinances in conflict hereby repealed. herewith are

Section 8. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this 27th day of April, 2015.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Resolution for Fiscal Year 2014-2015- Budget Amendment # 1

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: Attached is the first budget amendment of the 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 \$1,995,455 from General Fund.

General Fund

1) Various Departments

February 23, 2005, City Council approved additional contributions to Non-Uniformed and Police & Fire pension plans in the amount of \$1,250,000 and \$659,437, respectively. As a result, the General Fund will have a deficit of \$1,669,440. The Library and Solid Waste Funds will be sharing this cost in the amount of \$137,500 and \$102,497, respectively.

2) General Administration

The legal fees have increased as a result of the Union negotiations with Fire department. A transfer of \$30,000 from Salaries – Part-time and Temporary help is needed to cover this overage.

3) Human Resources

A transfer of \$36,000 from all other departments Salaries - Full-time is needed to cover Affordable Care Acts (ACA) fees.

4) Information Technology

A transfer of \$40,000 from Professional Services is needed to cover Salaries – Full time as a result of hiring an IT Coordinator.

5) Police

A transfer of \$250,000 from Salaries - Full-time to cover over time.

6) Fire

A transfer of \$50,000 from Salaries - Full-time to cover over time.

7) Public Works and Parks

- The City recently received a Land and Water Conservation Fund grant to make improvements to the walking/jogging trail in Millar Park. Based on the engineer's cost estimate, the City's share of the cost will be \$200,000. Funds need to be transferred from General Fund reserve.
- For replenishing and maintaining a sufficient supply of road salt for snow-ice control

operations the City needed additional funds. The transfer of \$27,400 from the General Fund reserve is needed.

8) Community Development

- On December 8, 2014, City Council approved the spending of \$126,015 for the cost of a facility analysis for the police building. Within this amount, \$114,000 has already been committed for this purpose.
- A transfer from the Maintenance Contract in Facilities Maintenance and Miscellaneous Improvement is needed to cover \$30,000 of maintenance contract cost for GIS Tools in Community Development.

Other Funds

7) Sewer Lateral Fund

The sewer lateral repair expenses exceeded the original budget. To cover the current cost of sewer lateral projects that have already been contracted or approved, and to avoid any interruption of program services needed by the residents and per the County tax regulations, a transfer of \$200,000 from the fund reserve is requested.

8) Solid Waste Fund

- A transfer of \$95,000 from the Solid Waste Fund reserve is needed to cover the cost of the leaf collections contract.
- 2014 fall leaf collections required extensive use of contracted services due to the amount of leaves and adverse weather conditions, the transfer of \$108,000 from Solid Waste Fund reserve is needed.

9) Economic Development Sales Tax

A transfer of \$628,751 from the Economic Development Sales Tax Fund reserve was approved by City Council in August of 2014 for the cost of improving the parking lot # 4.

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	<u>\$ (1,935,455)</u>

The changes in budget amendment # 1 will reduce the General Fund unassigned fund reserve by \$1,995,455 while the changes in the Sewer Lateral, Solid Waste Funds and Economic Development Sales Tax will also reduce the fund reserve by \$200,000, \$305,497 and \$628,751, respectively.

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 - 7

**A RESOLUTION AMENDING THE FISCAL YEAR 2014-2015 (FY15)
BUDGET – AMENDMENT # 1 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 27th day of April, 2015

Mayor

Attest:

City Clerk

Certified to be Correct as to Form:

City Attorney

FY 15 Budget Amendment # 1
To be Approved by the City Council
April 27, 2015

GENERAL FUND				
<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) 5740	Pension Contribution Non-Uniformed			
	Legislative	10,500		
	Administration	39,900		
	Administrative Services	121,700		
	Police	141,200		
	Fire	7,800		
	Public Works and Parks	307,200		
	Community Development and Recreation	317,293		
	Fleet	64,410		
2) 5745	Pension Contribution Police & Fire			
	Police	393,257		
	Fire	266,180		
3) General Administration				
6020	Legal Services	30,000		Union negotiation
5340	Salaries-Part-time		(30,000)	
4) Human Resources				
6190	Insurance Miscellaneous	36,000		ACA Fees were charged to HR
	Admin		(5,000)	ACA Fees
	Police		(10,000)	ACA Fees
	Fire		(9,000)	ACA Fees
	PW and Parks		(6,000)	ACA Fees
	CD and Recreation		(6,000)	ACA Fees
5) Information Technology				
5001	Salaries-Full-time	40,000		Hiring IT Co-coordinator
6010	Professional Services		(40,000)	
6) Police				
5380	Overtime	250,000		Increase overtime
5001	Salaries-Full-time		(250,000)	
7) Fire				
6380	Overtime	50,000		Increase Overtime
5001	Salaries-Full-time		(50,000)	
8) Public Works and Parks				
8010	Millar Parks Improvements	200,000		The City's sharing cost for Millar Park
9) Community Development				
6050	Salaries-Full-time	30,000		Reallocate salaries and benefits
6050	Salaries-Part-time (PW)		(20,000)	
8001	Misc. Improvement		(10,000)	
6010	Professional Services	126,015		Architectural services - Police Facility
	Total Increase in Expenditures	762,015	(436,000)	
TOTAL GENERAL FUND			(1,995,455)	
REDUCTION IN FUND BALANCE				

FY 15 Budget Amendment # 1 (Continued)

To be Approved by the City Council

April 27, 2015

SEWER LATERAL FUND

<u>Account</u>		<i>Expenditure Increase</i>	<i>Expenditure Decrease</i>	<u>Description</u>
7) Public Works				
6450	Sewer Lateral Expense	\$200,000		Remaining grant amount from FY 2013
TOTAL SEWER LATERAL FUND			(\$200,000)	
REDUCTION IN FUND BALANCE				

SOLID WASTE FUND

<u>Account</u>		<i>Expenditure Increase</i>	<i>Expenditure Decrease</i>	<u>Description</u>
8) Public Works				
5740	Pension Contribution Non-Uniformed	\$ 102,497		
6050	Maintenance Contract	95,000		Leaves Collection Contract
6050	Maintenance Contract	108,000		
TOTAL SOLID WASTE FUND			\$ (305,497)	
REDUCTION IN FUND BALANCE				

ECONOMIC DEVELOPMENT SALES TAX

<u>Account</u>		<i>Expenditure Increase</i>	<i>Expenditure Decrease</i>	<u>Description</u>
9) Community Development				
8100	Misc. Improvement	\$628,751		Parking Lot # 4
TOTAL ECONOMIC DEVELOPMENT SALES TAX FUND			\$ (628,751)	
REDUCTION IN FUND BALANCE				

**FY 15 Budget Amendment #1
To be Delegated to City Manager
April 27, 2015**

GENERAL FUND				
<u>Account</u>		<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
1) General Administration				
6090	Postage	12,000		Additional cost for mailing
6010	Professional Services		(12,000)	
6220	Insurance - Public Officials	10,000		Additional insurance to cover City
5340	Part-Time and Temporary Help		(10,000)	Manager
2) Human Resources				
6220	Insurance - Public Officials	5,000		Additional insurance to cover HR
6130	Advertising - Public Notice		(5,000)	Manager
3) Finance				
6070	Temporary Help	19,000		Temporary help needed during vacancy
5001	Salaries Full-time		(19,000)	of Fin. Analyst position
6130	Advertising Public Notice	1,200		Increase fees for CDBG Grants adv.
6770	Bank Cards Fees	2,300		Increase volume of CC uses
6170	Insurance - Liability		(3,500)	
6220	Insurance - Public Officials	6,000		Additional insurance to cover Asst.
6090	Postages		(6,000)	Dir. of Finance
4) Court				
6050	Maintenance Contract	6,000		Increase fees for REGIS system
6010	Professional Services		(6,000)	
6700	Bank Cards Fees	3,000		Increase volume of CC uses
6170	Insurance - Liability		(3,000)	
7090	Office & Computer Equipment	5,000		New computer equip for Municipal
6560	Technology Services		(5,000)	Judge
5) Police				
7770	Uniforms	10,000		Increase cost for new hires' uniforms
7090	Maintenance Contract (IT)		(10,000)	
6) Fire				
5340	Salaries-Part-time & Temp	24,000		New Hire - Cadet
5001	Salaries- Full time		(24,000)	
7) Aquatics				
5380	Overtime	5,000		Overtime for part-time employees
5340	Salaries - Part-time & Temp		(5,000)	
8) Centennial Commons				
6010	Professional Services	20,000		Additional cost for Recreational
5001	Salaries - Full time		(20,000)	Guide
6040	Events and Receptions	5,000		Additional activities for Summer
6060	Instructor and Sport Officials		(5,000)	Camp
6770	Bank cards Fees	10,000		Increase in volume of CC uses
6050	Maintenance contract - Facilities		(10,000)	



Council Agenda Item Cover

MEETING DATE: April 27, 2015

AGENDA ITEM TITLE: Text Amendment to Sections 400.2010, 400.2130, and 400.2140 in Article 7 of the University City Zoning Code (regulations pertaining to off-street parking)

AGENDA SECTION: Unfinished Business

COUNCIL ACTION: Passage of Ordinance required for Approval

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: Attached are the documents for the proposed Zoning Text Amendment for Article 7 – Off-Street Parking and Loading Requirements of the University City Zoning Code.

In order to address current off-street parking requirement issues that have resulted in missed opportunities for re-occupancy and redevelopment of commercial buildings/properties including those along Olive Boulevard, excessive/unnecessary parking, and lack of consideration of shared parking opportunities for multi-tenant and mixed-use development, the current proposal is to reduce current required parking ratios for certain commercial uses, allow for parking reduction when shared parking opportunities exist and for uses within proximity to public transit stations or transit stops, provide incentives for bicycle parking, and allow flexibility for use of off-site parking areas when available nearby, without compromising the integrity of any nearby residential areas.

The Plan Commission considered the matter at their March 25 meeting and recommended approval of the proposed Text Amendment by a vote of 7 to 0.

This agenda item requires a public hearing at the City Council level and passage of an ordinance. The public hearing and first reading should take place on April 13, 2015. The second and third readings and passage of the ordinance could occur at the subsequent April 27, 2015 meeting.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Material for March 25, 2015 Plan Commission meeting
- 3: Draft Ordinance

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

April 2, 2015

Ms. Joyce Pumm, City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Text Amendment
Off-Street Parking Regulations

Dear Ms. Pumm,

At its regular meeting on March 25, 2015 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, the Plan Commission considered a Zoning Text Amendment to certain sections in Article 7 of the Zoning Code pertaining to off-street parking regulations.

By a vote of 7 to 0, the Plan Commission recommended approval of the proposed Amendment.

Sincerely,

Linda Locke, Chairperson
University City Plan Commission

ATTACHMENT 2:
Material for March 25, 2015 Plan Commission meeting



**FOR APRIL 13, 2015 CITY COUNCIL MEETING – EXCERPTS FROM STAFF
MEMO DATED 3-21-15 TO PLAN COMMISSION’S CODE REVIEW
COMMITTEE RELEVANT TO PROPOSED AMENDMENT OF PARKING
REGULATIONS**

Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

MEMORANDUM

TO: Code Review Committee members

FROM: Zach Greatens, Planner

DATE: March 21, 2015

SUBJECT: Study Session (March 25, 2015) – Proposed Text Amendments related to off-street parking regulations, multi-family residential development, site area for PD – Planned Development Districts, and regulations for building size in the GC – General Commercial District, CC – Core Commercial District, and IC – Industrial Commercial District

In recent years, Community Development staff has received feedback from the business community and commercial and multi-family residential property owners that the City’s parking regulations are overly stringent and hampering re-occupancy and redevelopment opportunities. With the 2005 Comprehensive Plan Update process and previous planning efforts, as well as findings from staff research and observations, it indicates that changes in land use to encourage more mixed-use areas will require adjustments to the current Zoning Code to address issues such as parking and to promote redevelopment and mixed-use development. All of these point to a long-standing need for Zoning Code review and updates to strive for a balance of economic development and maintaining the quality of life for residents. Changes to the Code are warranted to address immediate opportunities for economic development such as commercial vacancies due to the inability to meet current parking requirements, underutilized properties due to Zoning Regulations that do not match existing development patterns, and unrealistic regulations that may restrict future development.

The proposed changes as discussed below are based on principles of sustainable development in an effort to address goals and objectives expressed in previous planning efforts in University City to would better position the City for anticipated future redevelopment and economic growth. Sustainable redevelopment that supports a mix of uses and promotes alternative transportation choices, such as public transit, is critical to the economic development of such land-locked city as University City. Relaxation of the parking requirements provides an incentive for economic development and would allow for better use of excessive and underutilized parking areas, while not compromising the integrity of adjoining residential areas.

At their March 11, 2015 meeting, the Code Review Committee (CRC) discussed the proposed Zoning Code Text Amendments and, due to their multi-faceted aspects, suggested that a follow-up study session to include all Plan Commission members would be beneficial. The sections and attached material as follows provides more specific information regarding the proposed changes in four different topics.

1) Off-Street Parking Regulations

The proposed changes (See Attachment A) intend to address the issues with the strict application of current parking regulations listed below:

- Missed opportunities for reoccupancy/redevelopment of commercial buildings,

- Excess or unnecessary parking, resulting in less green space,
- Lack of consideration of shared parking opportunities when an appropriate mix of uses with varying peak business hours may exist in a commercial development,

A general summary of the proposed changes to the parking regulations is included below. See Attachment A for details.

- Reduce the current required off-street parking ratios
- Allow for certain percentage reductions in situations where shared parking opportunities exist due to the mix of businesses in multi-tenant commercial buildings or development
- Allow for certain percentage reductions for land uses within proximity to transit stations or transit stops
- Provide incentives for installation of bicycle parking facilities
- Allow more opportunities in the Code for when off-site parking is available nearby such as public parking lots or other properties with excess parking spaces

The information below provides a brief background of the issues specified above, followed by a summary of how the proposed changes to the Code will address those issues. However, the proposed changes would not impact development in The Loop as much. Concerns with re-occupancy have not been a problem in The Loop. The Code currently allows for an exemption from the parking requirements for any re-occupancy of existing commercial space in The Loop. New developments in The Loop, however, are subject to the off-street parking requirements.

Re-occupancy of commercial buildings

There have recently been missed opportunities for re-occupancy of existing commercial tenant spaces as a result of the current parking requirements, such as in multi-tenant commercial centers on Olive Boulevard. The resulting impact is that more tenant spaces remain vacant, not contributing to the economic growth of the City.

Excess parking available

There are multiple examples of established and recent commercial developments in University City indicating oversupply of parking. Site visits to several properties such as Aldi, the Seafood City Shopping Center, and Walgreens (Delmar Blvd. and Delcrest Dr.), and the Vanguard Apartments (Delcrest Dr.) at various times of day revealed there are many parking lots mostly vacant for significant periods of time. Many of these locations are multi-tenant commercial centers with a mix of businesses, offering opportunities for shared parking due to varying peak hours.

Parking Variances

Over the last several years, there have been eight variance requests related to parking for multi-family residential developments and commercial developments, further pointing to the need to review and consider updating the Code. The requests that were approved were for minor reductions (one to three spaces) to the required parking. A recent request to reduce the required parking for a proposed restaurant in a multi-tenant commercial building was denied. Currently, the parking regulations do not allow for consideration of shared parking based on varying parking needs among different businesses in commercial centers. Another related concern is that many of the existing commercial buildings, especially along Olive Boulevard, were constructed on smaller lots with no options for expanding the existing off-street parking spaces on the same property.

While the variance process provides an option when the off-street parking requirements are not able to be met, it is not a long-term solution to the overall problem. Since variances are reviewed on a case-by-case basis and measured against certain specific criteria such as a hardship that is not self-imposed, there is no guarantee that a variance will be granted. Many potential tenants choose to not pursue a variance at the risk of spending time and money on a proposal, only to be denied.

Previous planning efforts and other relevant research

The proposed Code changes promote principles and goals emphasized in previous planning efforts

including the 2005 Comprehensive Plan Update, the Parkview Gardens Neighborhood Sustainable Development Plan and U.S. Environmental Protection Agency (EPA) Sustainable Land Use Code Audit of University City. A table summarizing the relevant recommendations of these plans and studies is included in Attachment B, along with links to other relevant research from the U. S. EPA and Metropolitan Transportation Commission (MTC) Smart Growth Technical Assistance.

As reflected by these studies and research, reduction of parking requirements and strategies to allow for shared parking is a common trend among communities across the country, as more communities are moving toward more sustainable development practices to support mixed-use, compact neighborhoods that promote a variety of transportation options other than driving our own vehicles.

For your reference, a comparison of parking requirements from other nearby communities is included in Attachment C. The examples include regulations that are similar to our current regulations and regulations from the City of St. Louis and the form-based overlay district in the Central West End as more of urban examples.

The proposed reductions to the parking requirements offer a reasonable and more realistic approach to parking and its impact on existing and future development. The proposed changes also promote more sustainable development patterns, in line with the goals of recent planning efforts to promote mixed-use developments that support use of alternative methods of transportation. Reasonable relaxation of off-street parking requirements and allowing for reductions where shared parking opportunities exist addresses the concerns listed above without compromising the integrity of adjacent residential neighborhoods and realistic parking demand.

Attachment A

Proposed changes to off-street parking regulations; proposed additions are shown as blue/underlined; proposed deletions are shown as ~~red/strikethrough~~. Please note, Code Sections to remain unchanged have not been included. See Code Sections 400.2010, 400.2130, and 400.2140 for reference.

USE	PROPOSED CHANGES TO MINIMUM PARKING REQUIREMENTS
Dwellings, apartments (including elevator, garden, and town house apartments)	1.5 <u>1</u> spaces for each dwelling unit, except that 2 <u>1.5</u> spaces shall be provided for each dwelling unit containing 2 or more bedrooms; plus visitor parking for apartment dwellings with 6 or more dwelling units, at the rate of 1 parking space for each 6 dwelling units or fraction thereof for the first 30 dwelling units and 1 space for each additional 20 dwelling units
Retail stores, retail specialty shops , and <u>commercial retail</u> service establishments not elsewhere specified in this Section	1 space for each 200 <u>250</u> square feet of floor area; <u>for retail uses greater than 10,000 square feet – 1 space for each 350 square feet of floor area</u>
Grocery stores include under retail	1 space for each 200 square feet of floor area
Convenience stores	{see Grocery store}
Laundromats, self-service	1 space for each 200 <u>250</u> square feet
Barber and beauty shops <u>and/or nail salons or spas (as a principal use)</u>	3 <u>2</u> spaces for each haircut or styling station, <u>nail station, or massage room</u>
Restaurants, bars, and taverns	1 space for each 50 <u>75</u> square feet of floor area, exclusive of kitchen, restrooms, and storage areas
Restaurants, providing drive-through service only	8 <u>5</u> stacking spaces for each service window; plus 2 spaces for each customer service window
<u>Restaurants, providing carry-out service only</u>	<u>1 space for each 200 square feet of floor area</u>
Offices, other than dental and medical offices, or offices associated with banking or other financial institutions	1 space for each 300 <u>400</u> square feet of floor area; including the basement if used or adaptable to office use
Offices, dental and medical (including outpatient medical clinics, surgery centers, MRI centers, chiropractor offices, and similar uses)	1 space for each 200 <u>250</u> square feet of floor area; including the basement if used or adaptable to office use
Banks and other financial institutions	1 space for each 200 <u>250</u> square feet of floor area (see also drive-through facilities)

OTHER REGULATIONS	PROPOSED CHANGES
Location of Parking Areas	Located within 500 <u>1,000</u> feet; Remove restriction regarding crossing Olive, Delmar, and Hanley (I-170 to remain) <u>if within 500 feet of signalized intersection</u>
Exception where public parking is allocated for use	Located within 500 <u>1,000</u> feet
NEW REGULATIONS PROPOSED	
Exception for multi-tenant commercial buildings	<ul style="list-style-type: none"> - Commercial buildings with 3 or more tenants – reduction of 20% - Commercial buildings with 2 tenants – reduction of 15% - Exception based on peak hour differences, subject to Department of Community Development Review – additional reduction of 10%
Exception for uses within 1,000 feet from transit station (MetroLink)	- Reduction of 15%
Exception for uses within 500 feet from transit stop (bus and Trolley)	- Reduction of 10%
Incentive for bicycle parking	- Reduction of 1 vehicle parking space for 5 bicycle parking spaces (maximum reduction of 3 parking spaces)
Cross-access easement	Require cross access between adjacent properties where appropriate, subject to Department of Community Development Review

Attachment B

Summary of recommendations from recent Planning efforts and other relevant research related to parking regulations

PLAN	RELEVANT RECOMMENDATIONS
2005 Comprehensive Plan Update	<ul style="list-style-type: none"> - Promote the use of design techniques for commercial areas that will enhance walkability - Revise the Zoning Code to support mixed-use concepts - Encourage new housing development that is mixed-use and supports pedestrian oriented activities - Ensure flexibility in land use regulations so a variety of developments are feasible (example of parking credits if located near commercial activities, on-street parking, or transit stations) - Encourage design of commercial and retail structure along major corridors for multiple tenants and mixed uses - Promote mixed-use development; ensure that land use controls support this concept - Support developments that promote mixed uses and transit-oriented development and enhance pedestrian character - Amend Zoning Code to encourage more mixed use areas; will require adjustments to parking
Parkview Gardens Neighborhood Sustainable Development Plan (Adopted in 2014)	<ul style="list-style-type: none"> - Reduce residential parking requirements - Maintain or lower existing parking ratio in The Loop (1 space per 500 square feet) - Create shared parking strategies - Allow bicycle parking to substitute for car parking (residential and commercial) - Encourage street parking where feasible
Bicycle and Pedestrian Master Plan (Adopted in 2013)	<ul style="list-style-type: none"> - Create walkable, neighborhood and resident-oriented commercial districts - Connect University City neighborhoods to regional business districts, greenway networks, and transit with a system of bicycle and pedestrian routes
Complete Streets (Adopted in 2014)	<ul style="list-style-type: none"> - Set forth policies for complete streets in all new development projects to promote walking and bicycling - Promote creation of interconnected network of streets that balance the needs of all users
EPA Technical Assistance Program – Sustainable Code Audit for University City (June – 2012)	<ul style="list-style-type: none"> - Reduce required parking ratios - Establish automatic reductions for shared parking - Set bicycle parking standards
One STL – Regional Sustainability Plan (East-West Gateway Council of Governments; Adopted in 2013)	<ul style="list-style-type: none"> - Promote development of accessible, walkable, bikeable and transit-oriented neighborhoods - Support Transit Oriented Development
OTHER RELEVANT RESEARCH	
U.S. EPA Report – Parking Spaces / Community Places – Finding the Balance through Smart Growth Solutions	http://www.epa.gov/smartgrowth/pdf/EPAParkingSpaces06.pdf
Metropolitan Transportation Commission (MTC) Smart Growth Technical Assistance: Parking Code Guidance	http://www.mtc.ca.gov/planning/smart_growth/parking/6-12/Parking_Code_Guidance_June_2012.pdf

Attachment C
Summary comparison of parking requirements from other communities

Land Use	University City (current requirements)	St. Louis City	Central West End - Form-Based Overlay District	St. Louis County	Maplewood	Richmond Heights
Multi-Family Residential	1.5 spaces per dwelling unit (one-bedroom); 2 spaces per dwelling unit (two or more bedrooms) Visitor parking - 1 space per 6 units (first 30 units); 1 space per 20 units in excess of first 30 units	1 space per dwelling unit	1 Space Per Dwelling Unit	1.5 spaces per dwelling unit	1.5 spaces per dwelling unit; 2 spaces per dwelling unit (three or more bedrooms)	2 spaces per dwelling unit
Offices (General)	1 space per 300 square feet	< 7,500 sq. ft. - exempt; > than 7,500 sq. ft. - 1 space per 1,250 sq. ft. in excess of 7,500 sq. ft.	< 7,500 sq. ft. - exempt; > than 7,500 sq. ft. - 1 space per 1,250 sq. ft. in excess of 7,500 sq. ft.	3.3 spaces per 1,000 sq. ft.	1 space per 300 sq. ft.	4 spaces per 1,000 sq. ft.
Offices (Medical)	1 space per 200 square feet		< 7,500 sq. ft. - exempt; > than 7,500 sq. ft. - 1 space per 1,250 sq. ft. in excess of 7,500 sq. ft.	4.5 spaces per 1,000 sq. ft.		1 space per 150 sq. ft.
Banks	1 space per 200 square feet		< 7,500 sq. ft. - exempt; > than 7,500 sq. ft. - 1 space per 1,250 sq. ft. in excess of 7,500 sq. ft.	4.5 spaces per 1,000 sq. ft.		4 spaces per 1,000 sq. ft.
Restaurants	1 space per 50 square feet of floor area (excluding kitchen, restroom, storage)	< 1,000 sq. ft. - exempt; > 1,000 sq. ft. - 1 space per 200 sq. ft. in excess of 1,000 sq. ft.	< 3,000 sq. ft. - exempt; > 3,000 sq. ft. - 1 space per 700 sq. ft. in excess of 3,000 sq. ft.	1 space per 3 seats plus 2 spaces per 3 employees based on maximum shift; < 1,500 sq. ft. - 5 spaces per 1,000 sq. ft.	1 space per 3 seats plus 2 spaces per 3 employees based on maximum shift	18 spaces per 1,000 sq. ft. devoted to seating plus 2 spaces per 3 employees
Retail	1 space per 200 square feet	< 3,000 sq. ft. - exempt; > 3,000 sq. ft. - 1 space per 700 sq. ft. in excess of 3,000 sq. ft.	< 3,000 sq. ft. - exempt; > 3,000 sq. ft. - 1 space per 700 sq. ft. in excess of 3,000 sq. ft.	5 spaces per 1,000 sq. ft.	1 space per 200 sq. ft.	5 spaces per 1,000 sq. ft.

ATTACHMENT 3:
Draft Ordinance

INTRODUCED BY: Councilmember Glickert

DATE: April 13, 2015

BILL NO. **9261**

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTIONS 400.2010; 400.2130; AND 400.2140 THEREOF, RELATING TO OFF-STREET PARKING REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

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

WHEREAS, Chapter 400 of the Municipal Code of the City of University City, Missouri divides the City into several zoning districts and regulates the uses and off-street parking on which the premises located therein may be put; and

WHEREAS, the City Plan Commission in a meeting held at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on March 25, 2015 at 6:30 pm recommended an amendment of Sections 400.2010; 400.2130; and 400.2140, and

WHEREAS, due notice of a public hearing to be held by the City Council in the 5th Floor City Council Chambers at City Hall at 6:30 pm, April 13, 2015, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on March 29, 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 Zoning Code 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 Municipal Code of the City of University City, Missouri, relating to zoning, is hereby amended, by amending the following Sections and relating to the descriptions thereafter 400.2010; 400.2130; and 400.2140 – Off-Street Parking Regulations; and as so amended shall read as follows (where applicable, bolded text is added text and stricken text is removed):

Article 7: Off-Street Parking and Loading Requirements
Division 2: Design and Location Requirements
400.2010 Location of Parking Areas

B. In the event that there exist practical difficulties in satisfying the requirement for parking spaces and/or if the public safety and convenience would be adequately served by another location, the Zoning Administrator may authorize an alternate location, subject to the following conditions:

2. Such off-site parking areas shall be located not more than ~~five hundred (500)~~ **one-thousand (1,000)** feet from the nearest primary entrance to the principal building being served, provided the lot, for which off-site parking is to be provided, is located in a zoning district that permits a parking lot or structure as a principal use. In addition, such off-site parking areas shall not be located so as to cause persons to cross an arterial street to get from said parking area to the principal use which it serves **unless such off-site parking area is located within five-hundred (500) feet of a signalized intersection.** For purposes of this paragraph, arterial streets consist of Delmar, Olive, and Hanley, ~~and I-170.~~ **Such off-site parking areas shall not be located so as to cause persons to cross I-170 to get from said parking area to the principal use which it serves.**

C. Cross-access between off-street parking areas on adjacent properties shall be subject to review and approval by the Department of Community Development. Execution of a cross-access easement shall be as approved by the Department of Community Development.

Division 4 Minimum Required Off-Street Parking and Loading Spaces

400.2130 Exceptions To The Minimum Off-Street Parking and Loading Space Requirements

E. Exception Where Public Parking Is Allocated For Use. The City Council may allow a reduction in the number of on-site parking spaces required when the building served by such parking is located within ~~five hundred (500)~~ **one-thousand (1,000)** feet of a public parking facility provided a fee is paid to the City for pro rata share of the cost of constructing and maintaining such facility.

F. Exception For Multi-Tenant Commercial Buildings. The off-street parking requirements may be reduced for uses located in multi-tenant commercial buildings, subject to the following conditions:

- 1. The reduction shall not exceed twenty (20) percent for uses in multi-tenant commercial buildings with a minimum of three (3) tenants.**
- 2. The reduction shall not exceed fifteen (15) percent for uses in commercial buildings with two (2) tenants.**

G. Exception Based On Peak Hours Of Operation. The off-street parking requirements may be reduced by an additional ten (10) percent for a commercial use in a multi-tenant building/development when the peak hours of operation for said commercial use allows for shared use with other tenants or uses in said building/development. The reduction shall be subject to review and approval by the Department of Community Development.

H. Exception For Uses Located Near Transit Stations. For uses located within one-thousand (1,000) feet of a public transit station, the off-street parking requirements may be reduced by fifteen (15) percent.

I. Exception For Uses Located Near Transit Stops. For uses located within five-hundred (500) feet of a public transit stop, the off-street parking requirements may be reduced by ten (10) percent.

J. Exception For Uses That Provide Parking For Bicycles. The parking requirements shall be reduced by one (1) vehicle parking space for each five (5) bicycle parking spaces provided with a maximum reduction of three (3) vehicle parking spaces.

400.2140 Schedule of Off-Street Parking Space Requirements

Use	Minimum Parking Requirement
Banks and other financial institutions	1 space for each 200 250 square feet of floor area (see also drive-through facilities)
Barber and beauty shops and/or nail salons or spas (as a principal use)	3 2 spaces for each haircut or styling station, nail station, or massage room
Convenience stores	(see Grocery store)
Dwellings, apartments (including elevator, garden, and town house apartments)	1.5 1 spaces for each dwelling unit, except that 2 1.5 spaces shall be provided for each dwelling unit containing 2 or more bedrooms; plus visitor parking for apartment dwellings with 6 or more dwelling units, at the rate of 1 parking space for each 6 dwelling units or fraction thereof for the first 30 dwelling units and 1 space for each additional 20 dwelling units
Grocery stores	1 space for each 200 square feet of floor area
Laundromats, self-service	1 space for each 200 250 square feet of floor area
Offices, other than dental and medical offices, or offices associated with banking or other financial institutions	1 space for each 300 400 square feet of floor area, including the basement if used or adaptable to office use
Offices, dental and medical (including outpatient medical clinics, surgery centers, MRI centers, chiropractor offices, and similar uses)	1 space for each 200 250 square feet of floor area, including the basement if used or adaptable to office use
Restaurants, bars, and taverns	1 space for each 50 75 square feet of floor area, exclusive of kitchen, restrooms and storage areas
Restaurants, providing drive-through service only	8 5 stacking spaces for each service window; plus 2 spaces for each customer service window
Restaurants, providing carry-out service only	1 space for each 200 square feet of floor area
Retail stores, retail specialty shops, and retail commercial service establishments not elsewhere specified in this Section	1 space for each 200 250 square feet of floor area; 1 space for each 350 square feet of floor area for retail stores and commercial service establishments greater than 10,000 square feet in floor area

Section 2. This ordinance shall not be construed to so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of said Sections mentioned above, nor bar the prosecution for any such violation.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance, shall upon conviction thereof, be subject to the penalty provided in Title 1 Chapter 1.12.010 of the Municipal Code of the City of University City.

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

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Meeting minutes of the Board of Trustees for the University City Public Library for March 11, 2015.

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

Members Absent: None

City Council Liaison: absent

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

The meeting was called to order at 5:17pm by Luise Hoffman.

Minutes - The minutes from the February meeting were approved with the correction of spelling of Weavers' Guild.

Correspondence -

- There was a note from the Red Cross thanking us for hosting the latest blood drive.

Friends' Report

- Annual meeting will be March 30th, with election of officers and a program by author, Carla Powers. They will also present annual donations to the library, Youth Services dept., and U City in Bloom.
- Staff appreciation luncheon will be April 17th.
- The Friends have reimbursed Linda Ballard for 35 copies of her library history booklet – they are available for \$6.00 per copy.
- Trivia Night has been moved to May 9th.

Council Liaison Report - None

Librarian's Report –

Welcome to new board member, Joan Greco-Cohen. The Board is now complete, with nine members.

Information items were reviewed. MLC meetings were held yesterday and today to familiarize staff with the choices for a new ILS (Integrated Library

System - - catalog). There will be further discussions in two weeks when Polaris and Blue Cloud are presented.

Four visitors (and a service dog) came to observe the meeting. They are UMSL students in a Masters program in social work.

Circulation Report – It would be helpful to separate children’s materials in the report. (Also a new list of library acronyms would be helpful.)

Discussion items - Nominations for the Strategic Planning Committee were reviewed. A date for the first meeting will be selected and nominees will be invited to attend.

Action Items – Tables for YS computers were okayed.

Parking lot repaving – Asphalt Paving and Concrete was selected.

Window sealing – selection of a company was tabled until next month.

Hyperion Glass Co. had the lowest bid.

President’s Report – None.

Committee Reports – None.

Old Business – None.

New Business – Committee appointments – Roz Turner will fill vacant spot on the Budget & Finance Committee and Building and Grounds. Joan will fill spot on Personnel & Policy Committee.

Meeting adjourned at 6:50 pm.

LIBRARIAN'S REPORT, March 2015

MONTHLY CIRCULATION STATISTICS, for February 2015						
	Feb 2015	Feb 14	%chg	2014-15	2013-14	%chg to date
1st time checkouts	23,779	25,408	-7%	212,093	226,917	-7%
Renewals	10984	10801	2%	63,173	57,102	10%
Computers	-2,680	-2,675	0%	-24,231	-25,763	-6%
Subtotal	32,083	33,534	-5%	285,247	289,570	-2%
Zinio (emagazines)	83	146	-76%	583	897	-54%
EBooks	727	588	19%	5,709	4,709	18%
Downloadable Audio	445	365	18%	3,357	2,849	15%
Total Downloadable	1255	1099	12%	9,649	8,455	12%
Total	33,338	34,633	-4%	294,032	295,114	0%

Information Items

Circulation Report

First-time circulations were down compared to February, 2014, but renewals, computers, nonfiction, ebooks, graphic novels, and science fiction were up.

February, 2015

Summary report for network 'UCPLPublicWireless' |

- **Distinct clients:** 1044 (Daily average: 115)
- **Data transferred:** Total: 531.94 GB (↓ 489.13 GB ↑ 42.8 GB)

Lynda.com usage: 494 courses viewed (January's reported number of 142 courses was apparently not the correct number).

Municipal Library Consortium (MLC) News

The MLC will be working with Barnes and Noble on a fundraiser for an Elaine Viets reading in May. We have received the reciprocal statistics for 2014 from the St Louis County Library. It looked as though we would owe the same amount as last year, but one of the other MLC libraries realized that one

month's figures had been transposed. When that month had been corrected, our billed amount had increased from ~\$26,500 to over \$29,000. All of the MLC libraries saw an increase in their bills, and for some of them the reciprocal agreement may no longer be sustainable. The only good news is that \$13,000 of our bill is due to renewals, which will not be counted in future years.

Library Issues

Joan Greco has been will be nominated for appointment to the Library Board by Mr. Glickert on Monday, replacing Carl Seltzer.

Bill and Christa believe they have the Raspberry Pi / Xibo issues solved for our remaining three digital signs. We received the wrong mounts for these display screens. The correct mounts should arrive soon and we will have them installed.

Dallas is waiting on one more parking lot bid and one more window sealing bid. I should be able to send out the complete packet on those on Monday or Tuesday.

Amy Randazzo will be starting at the Ferguson Library on Monday. We are interviewing candidates for a part-time reference staffer.

We feel very lucky that we now have two members of the University City High School student government working with us as shelvers, Lily and Erinn.

Our two self-check stations have arrived. They will be installed on March 17.

The REAL funds that were withheld by the Governor this year, and deleted from his budget for 2016, have been added to the House budget bill. The same was initially true of the State Aid to Public Libraries funds, but those were withdrawn (except for the \$723,000) before the bill went to the House floor.

Grants and Fundraising

We received word that Kathleen's application for a \$2,500 Missouri Humanities Council grant had been approved. The grant will fund the purchase of summer reading books, and radio ads on KWMU.

Ferguson Library received their ALA StoryCorps grant. Our reference librarian, Kara helped write that grant and corralled a lot of letters of support. We will be purchasing the recording equipment from our MOREnet funds. Kara will be going to the training session in Brooklyn in April.

Programs and Events

We have posted the video for Loretta Washington's recent program "African-American Spirituals: the History behind the Songs," on our MOREnet channel.

Our Red Cross blood drive on March 2 resulted in 22 donations. This was our highest in the last several years.

We'll be hosting a "Planning Our Diverse Future sMap Workshop" with the U City Conversations on Race, Class, and Culture and the City's Community Development department on Tuesday, March 10 at 9:30 am

UCPL will have our first star party with the St. Louis Astronomical Society (SLAS) on April 1, 7:30pm-9:30pm.

Our first **Child-Care & Preschool Open House** went pretty well with representatives of 16 different providers talking about their programs and resources. Most of the participants seem eager to make this an annual event.

In observance of this year's Days of Remembrance we are planning on showing the movie, *The Voyage of The St. Louis*.

Conferences and Meetings

Art in the Library

Verena Brassel's exhibit, *Contemplation*, will be in the Gallery this month. The reception will be Sunday, March 8 from 2pm until 4pm. Verena will be the first artist to use our new digital display in the Gallery. As part of the University City Sculpture Series, Jonathan Berger is using a tintype camera to photograph local residents. He has been here twice, and will be at the Library again on March 12, from 9 until 4. The resulting photos are extraordinary. You should participate in this project if you get a chance. .

Discussion Items

Monthly Financial Reports

The Finance department has a new financial analyst who will be doing our reports. I spoke with her today, and she said that she would get the reports to us on Monday. I will send them out as soon as I get them.

Strategic planning

Tonight's task is choosing the committee members. The dates we are looking at are in the second and third weeks of April. The end of March wouldn't work due to vacations, the second week of April is Passover, and several other dates have programming or meeting conflicts. It looks as though we will have to bring the results of this committee meeting and the staff input to the Library Board at their May meeting instead of the April meeting as we had originally planned.

Action Items

Tables for YS computers

After looking at several possibilities, the YS staff, Dallas, Christa and I have found a computer table that we all agree on. The table-top color would be purple and the grommets and wire-runs would be pre-installed. The tables would be purchased with the Washington University donation or with Gala funds.

Parking Lot resealing / striping

Window sealing

Members in Attendance: David Stokes, Dennis Riggs, Patricia McQueen, Edward Luby, Dennis Finnegan, Claire Linzee

Members Excused: Beth Norton

Members Absent: Councilmember Terry Crow

Guests: Vicki Atlas, Catharine Magel, Master Sergeant Robert Ellis, Taunia Mason, John Baker, Sandra Olmsted, Cheryl Anderson, and Brian Woodman

Others in Attendance: Patrick Wall, Keith Cole

Call to Order

The meeting was called to order by Ms. McQueen, acting Chairperson for the meeting, at 6:07pm.

Approval of Agenda

A motion was made to approve the agenda by Ms. Linzee and seconded by Mr. Finnegan. The motion carried unanimously.

Approval of Minutes

A motion was made to approve the February 26, 2015, minutes by Mr. Finnegan and seconded by Mr. Stokes. The motion carried unanimously.

Agenda Items

Presentations/Grant Proposals:

Open Heart Expansion – Vicki Atlas, Atlas Productions, and Catharine Magel

Open Heart Expansion: Healing the St. Louis Region and Beyond – this documentary film will show how a community works together in the building and healing process of racial divide. With the Open Heart Expansion and the Heart-to-Heart Workshops, healing practitioners, and concerned citizens join together as ONE to help heal pain through a Creative Arts & Healing Process.

Keeping Saddam Alive: An American Soldier’s Story – Taunia Mason, Go Getter Productions, John Baker Sandra Olmsted, Cheryl Anderson, and Master Sergeant Robert Ellis

A documentary about the personal experience of MSG Robert Ellis while stationed in Iraq. Based on Ellis’ book, *Caring for Victor: A U.S. Army Nurse and Saddam Hussein*, this documentary will take the audience on a journey that only Ellis experienced. Through the use of interviews, re-enactments, photographs, this documentary will show first-hand account about the unique relationship between Robert Ellis and Saddam Hussein.

DocSpot – Brian Woodman teaches film at Webster University. Brian would partner with Kathy Corley on this project. This is a preliminary proposal; full proposal will be at next meeting, April 23, 2015.

DocSpot Project is a multidisciplinary project that will engage local youth in exploring and elucidating issues pertaining to race, segregation, economic disparity, police treatment, and community relations, all while providing these youth with a creative outlet and real-world media training. The project will be multi-tiered, will require cooperation with after school programs in several sites around the metro area, and will engage middle-school and high school students in developing tools of self-expression.

Johnnie Be Good – Art Holliday plans to be at the next meeting to discuss the progress of the project and will be asking for additional funds.

History of CALOP – CALOP was formed on January 5, 1981 with Ordinance #5824. Ms. McQueen spoke about the history of CALOP and how the commission seemed to have changed from the beginning until now. Discussed the Five Year Plan and if we are operating under this plan or do the Commission need to change the plan. There needs to be direction in place. Mr. Stokes stated the Commission should not accept any further proposals to be discussed, other than the ones from tonight, until the Commission can figure out what direction it wants to take.

Mr. Finnegan announced he would be moving out of University City and will be resigning as a member. He will stay on until he sells his house. The next meeting may be his last meeting to attend.

A motion was made to table the nomination of Chairman and Vice Chairman by Mr. Stokes and seconded by Mr. Finnegan. The motion carried unanimously.

Treasurer's Report

Mr. Cole reported as of February 2015, the current year to date expenses and ending fund balance. A motion was made by Ms. Linzee and seconded by Mr. Stokes to approve the Treasurer's Report. The motion carried unanimously.

A motion was made to approve the proposal from the University City High School Broadcasting class, Mr. Curtis Stuart, in the amount of \$6,025.96, by Mr. Stokes and seconded by Mr. Luby. The motion carried unanimously.

5 Year Plan

A motion was made to table the Five Year Plan until May or June 2015 so that this would be the only item on the agenda and to discuss the future plan of CALOP by Mr. Stokes and seconded by Mr. Finnegan. The motion carried unanimously.

Liaison Report

Victim's Voices: Project is complete; needs to have paperwork signed off.

Jim Crow to Barack Obama: Project is complete; needs to have paperwork signed off.

Elegy to Connie: Project is complete; needs to have paperwork signed off.

CALOP School Project: Mr. Stuart has sent Ms. McQueen a list of electronic devices in which the remaining funds could be used to purchase. A motion was made by Mr. Stokes and seconded by Mr. Luby, to give \$6,025.96, to the CALOP School Project. The motion carried unanimously.

Johnnie Be Good: Ms. McQueen presented an update. Art Holliday plans to be at the next meeting to discuss the progress of the project and will be asking for additional funds.

The Fred Wehrenberg Story: Mr. Rubbelke continues to work on the project. A motion was made to extend the project for six months, 09/25/15, by Mr. Finnegan and seconded by Mr. Luby. The motion carried unanimously.

Flamingo Productions: A motion was made to table the pursuit of legal options until the next meeting by Mr. Stokes and seconded by Mr. Finnegan. The motion carried unanimously.

Next Meeting Date (Tentative)

The next meeting is scheduled for tentatively, April 23, 2015, at 6:00 pm. Location is U City Library – Room 2.

Adjournment

A motion was made to adjourn the meeting at 8:15 pm by Mr. Stokes and seconded by Mr. Luby. The motion carried unanimously.



Commission on Senior Issues

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8777

Meeting Minutes – University City Commission on Senior Issues

March 16, 2015

Location: Heman Park Community Center

Attendees Present: Abbie Carter, Margaret Diekemper, Mary Hart, Sue Slater, William Thomas, Eleanor Mullin, Evelyn Hollowell, Arthur Sharpe, Jr. (Council Liaison) and LaRette Reese (staff Liaison)

Excused: None

Guests: Arthur and Kathy Wasserman (residents)

Ms. Margie Diekemper called the meeting to order at 6:04p.m.

Roll call was done by Ms. LaRette Reese

Mr. Bill Thomas requested a correction be made to the agenda changing the date for the next meeting from March 16 to April 20, 2015.

Approval of Minutes:

Ms. Slater moved to approve the meeting minutes from the February 17th meeting; it was seconded by Ms. Mullin. The motion passed.

There was 1 email received regarding unrelated sales advertisement, no action was taken. There were no new calls to report.

Council Update: Councilman Sharpe reminded members about the comprehensive survey to make sure everyone knew how to participate. LaRette was asked to email the survey form to all members. Mr. Sharpe provided updates on the Loop Trolley ribbon cutting, the budget meeting dates (still being finalized) and mosquito spraying, Council did not approve, the City will instead treat larva sight areas only.

Members who attended the Age-Friendly Strategy Workshops provided feedback on the different sessions. Overall members enjoyed the workshops and thought they were well done and provided useful and helpful information. It was noted the University City is one of only a few communities that have a commission on senior issues. Lori Fiegel from St. Louis County will formulate the data collected from the workshops and share the county's plan sometime in June.

Unfinished Business

- Commissioners worked to complete the rules and by-laws. Ms. Diekemper will email the final draft before the next meeting.
- Ms. Diekemper provided an update on her meeting with the Gail Snider (Chamber of Commerce) and Jodie Lloyd (Economic Development Manager) regarding the Senior Friendly Business initiative. Ms. Snider and Ms. Lloyd suggested the Commission should draft a one-page document with pertinent information about seniors in U City as a first step. This topic will be an agenda item for future meetings.

New Business

Guest Comments:

Resident Arthur Wasserman expressed concern about the City not spraying for mosquitos. The area near his home has a really bad mosquito problem. He also suggested that getting the file for life documents created at local office store might be cheaper.

Actions / Follow-Up Items:

- Margie will update the draft rules and by-laws for final review at the next meeting.
- LaRette will email the Resident Comprehensive Plan survey.
- LaRette to confirm how the \$15K can be spent toward seniors.
- LaRette will follow-up on file for life pricing.

Next Meeting: Monday, April 20th at 6:00 PM. – Heman Park Community Center

Meeting Adjourned at 7:10p.m.

**Plan Commission
March 25, 2015 Meeting Minutes**

The Plan Commission held their regular meeting at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on Wednesday, March 25, 2015. The meeting commenced at 6:30 pm.

1. Roll Call

Voting Members Present

Linda Locke (Chairperson)
Cirri Moran (Vice-Chairperson)
Andrew Ruben
Michael Miller
Rick Salamon
Rosalind Williams
Samuel Jones

Voting Members Absent

None

Non-Voting Council Liaison Present

Michael Glickert

Staff Present

Andrea Riganti, Director of Community Development
Ray Lai, Deputy Director of Community Development
Zach Greatens, Planner

2.a. Approval of Minutes – December 29, 2014 Plan Commission meeting minutes

A motion was made by Mr. Miller to approve the December 29, 2014 meeting minutes. The motion was seconded by Mr. Salamon and carried unanimously.

Amend Agenda

A motion was made by Mr. Miller to amend the Plan Commission agenda to remove “...*multi-family residential development regulations, site size for Planned Development Districts, and floor area regulations for buildings in the GC – General Commercial District, CC – Core Commercial District, and IC – Industrial Commercial District*” from item 6.b. The motion was seconded by Ms. Moran and carried unanimously.

3. Public Hearings

3.a. Conditional Use Permit PC 15-01 – 6394 Delmar Boulevard – Proposal for ground-floor restaurant with frontage on Delmar Boulevard in the CC – Core Commercial District

The applicant was Mimi Hurwitz with Next Gen Companies Development, LLC (dba Doughocracy). Christa McGraw, operations manager for the proposed restaurant, was also present. The public hearing notification requirements had been met. The Chairperson noted the Commission’s procedures and criteria for reviewing Conditional Use Permits and amendments (Zoning Code Section 400.2720).

Mr. Greatens provided an overview of maps and pictures of the site and surrounding area.

Ms. Hurwitz and Ms. McGraw explained the proposal to the Plan Commission members. The proposal was for a fast, casual pizza restaurant, their first restaurant in the St. Louis area. They explained the proposed layout, outdoor dining area, and their intent to sell beer and wine.

Questions / Comments and Discussion

- Plan Commission members asked staff about the current ratio of restaurants in The Loop. Staff stated there were currently 42% restaurants among ground floor tenant spaces in The Loop.
- Plan Commission members also enquired about other similar restaurants in the area. The applicant stated this would be the first of its kind in St. Louis.

Mr. Greatens summarized the staff report and stated it was staff's opinion that the proposed restaurant would be compatible and consistent with surrounding uses. Staff recommended approval with conditions in attachment B of the staff report.

The Chairperson opened the public hearing.

Public Comments

Ms. Dorothy Carpenter – 515 Westgate Avenue, expressed concern about the changing proportion of businesses in The Loop and too many restaurants moving in which was a threat to the existing pattern and could deter retail businesses. She stated that restaurants bring crowds and could potentially hurt property values in the area. She stated she was also concerned about potential noise from the proposed restaurant.

Ms. Anne Dollimore – 6305 Pershing Avenue, expressed concern about the proposed hours of operation and potential impact on the area. She stated that The Loop was not just for tourists and the surrounding property owners should not be neglected. She was also concerned about the trend toward more restaurants.

Mr. Dan Wald – 8420 Delmar Boulevard, property owner, stated he owned the property since 1983 which was previously Ziezo, a retail business. He stated that he worked with the applicant for a long time and that the proposal would not alter the balance of businesses in The Loop.

The Chairperson closed the public hearing.

The applicant addressed the public comments and stated that the proposed restaurant would not have a bar for patrons to only order liquor. She explained the proposed hours of operation and that there would be seating for 53 inside with additional seating outside proposed.

Questions / Comments and Discussion

- Plan Commission members asked about the proposed hours of operation in comparison with other restaurants. Staff pointed out that the proposed hours of operation would be similar to other restaurants.
- Plan Commission members discussed the concerns raised about the ratio of restaurants in The Loop compared to retail and that it was an issue that must be addressed by City Council at some point in the future.

A motion was made by Mr. Miller to approve the Conditional Use Permit with the conditions in Attachment B of the staff report. The motion was seconded by Mr. Jones and carried unanimously.

4. Hearings – None

5. Old Business – None

6. New Business

6.a. Zoning Map Amendment – PC 15-02 – 900 Purdue Avenue – Proposal to rezone property from LC – Limited Commercial District to LR – Limited Residential District

The applicant was Mark Vogel, property owner.

Mr. Greatens provided an overview of maps and pictures of the site and surrounding area.

Mr. Mark Vogel addressed the Plan Commission and stated that his intent was to convert the vacant ground floor unit into a residential unit and that it had been difficult to get a commercial tenant for that space and lack of parking had been a problem.

Questions / Comments and Discussion

- Plan Commission members asked about the two properties to the west that are zoned LC and why they were not included as part of this request. Staff stated that this was a request from an individual property owner and was being addressed as such.
- Plan Commission members also asked about the parking issues in this area. Staff stated that parking had been a problem in this area as well as other neighborhood commercial areas that were originally developed to be more walkable, but many of the properties were not able to meet the current parking requirements. Staff also stated that the entire area should be analyzed in the future to examine zoning changes.

Although this was not a public hearing, the Chairperson opened the meeting to public comments:

John Simpson – 7335 Tulane Avenue, stated he was concerned about the exterior appearance of the subject property and that it needed improvement. He added that there were some two- and four-family buildings in the neighborhood that did not have sufficient parking which contributed to the parking problems in the neighborhood.

Questions / Comments and Discussion

- A question was asked about the parking non-conformity and if it were allowed to continue with the rezoning. Staff stated the non-conformity remained even if the property is rezoned because it is a dimensional non-conformity and the proposal would not increase the degree of the existing non-conformity.

A motion was made by Ms. Moran to approve the Zoning Map Amendment. The motion was seconded by Mr. Salamon and carried by a vote of six (6) to one (1).

6.b. Text Amendment – PC 15-03 - Proposed Zoning Code Text Amendments pertaining to off-street parking regulations

Staff stated that the proposed Text Amendment addressed the parking requirements set forth in Sections 400.2010, 400.2130, and 400.2140 of the Zoning Code and recommended approval of the proposed Text Amendment, subject to the changes discussed at the 5:30 pm Plan Commission study session, which included the following: the proposal to remove the restriction for off-site parking areas that are across Olive Boulevard, Delmar Boulevard, or Hanley Road should be allowed when located within 500 feet of a signalized intersection; the proposed reduction for multi-tenant commercial buildings with two tenants should be revised to remove “or more” and should state “commercial buildings with two tenants”; the proposed exception based on peak hour differences should include the word “Department” after “Community Development”; the proposed requirement for cross-access easements should include “between adjacent properties” and should include the word “Department” after “Community Development”.

Questions / Comments and Discussion

- Plan Commission members stated that the parking regulations that created a deterrent to development was a problem that needed to be addressed.
- Plan Commission members discussed the proposed reductions related to transit stations and transit stops and how it might relate to existing transit stations and asked about the proposed reduction for bike racks. Staff explained the proposed exception when bike racks are provided and that if another station were to be located in University City, there would be a desire for Transit Oriented Development (TOD) surrounding such a station.

Although this was not a public hearing, the Chairperson opened the meeting to public comments:

Mike Jackson – 719 Harvard Avenue, stated that unique situations should be addressed through the parking variance process.

A motion was made by Mr. Miller to approve the proposed Text Amendment with the revisions as stated by staff. The motion was seconded by Ms. Williams and carried unanimously.

7. Other Business

7.a. Public Comments

There were no additional public comments.

7.b. Election of Officers – Nomination and election of Chairperson, Vice-Chairperson, and Designated Alternate

Ms. Moran nominated Ms. Locke to serve as Chairperson. The nomination was seconded by Mr. Ruben and carried unanimously.

Mr. Salamon nominated Ms. Moran to serve as Vice-Chairperson. The nomination was seconded by Ms. Williams and carried unanimously.

Mr. Jones nominated Mr. Miller to serve as Designated Alternate. The nomination was seconded by Ms. Williams and carried by a vote of 6 to 0 with one abstention (Mr. Miller).

8. Reports

8.a. Code Review Committee Report

Plan Commission members and staff discussed when the remaining Text Amendments that were not addressed under item 6.b. could be discussed and agreed that a study session should be held prior to the next Plan Commission meeting, scheduled for April 22, 2015.

8.b. Comprehensive Plan Committee Report

Mr. Lai stated that the Comprehensive Plan Update project was progressing well and additional surveys were continuing to be completed and submitted. He added that the deadline for public comments would be set for some time in mid-April. Mr. Lai also stated that the consultants were in the process of completing the Olive Boulevard sub-area plan. The next major milestone would be the completion of the draft plan in the next few months.

8.c. Council Liaison Report – None

8.d. Department Report

Ms. Riganti stated that analysis of the City Hall annex for police facility needs was still underway, construction of The Loop Trolley was set to begin within the next week, and there was no update or additional information on the status of the former Delmar-Harvard school redevelopment project that was discussed last October.

9. Adjournment

The meeting adjourned at 8:00 pm.

**Plan Commission
March 25, 2015 Study Session Minutes**

The Plan Commission held a study session at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on Wednesday, March 25, 2015. The meeting commenced at 5:35 pm.

Voting Members Present

Linda Locke (Chairperson)
Cirri Moran (Vice-Chairperson)
Andrew Ruben
Michael Miller
Rick Salamon
Rosalind Williams
Samuel Jones

Voting Members Absent

None

Non-Voting Council Liaison Present

Michael Glickert

Staff Present

Andrea Riganti, Director of Community Development
Ray Lai, Deputy Director of Community Development
Zach Greatens, Planner

Proposed Zoning Code Text Amendments pertaining to off-street parking regulations, multi-family residential development regulations, site size for Planned Development Districts, and floor area regulations for buildings in the GC – General Commercial District, CC – Core Commercial District, and IC – Industrial Commercial District

Ms. Riganti explained the background information and summarized the memorandum and attachments distributed to the Plan Commission members. She stated that the goal of the study session was for the Code Review Committee (CRC) members to make a recommendation to the Plan Commission and for the Plan Commission to then consider the item at the regular meeting. She also stated that the proposed changes pertaining to the parking regulations were more pressing than the other changes proposed and if there was not enough time to address the other proposed changes it could be done at a later date.

Ms. Riganti stated that the existing Zoning Code regulations related to off-street parking are similar to regulations in suburban communities and do not adequately address the existing conditions in University City. The high parking requirements have resulted in re-occupancy issues. There have been multiple situations in recent years in which tenant spaces have not been able to be re-occupied due to the high parking requirements for the proposed use which has resulted in tenant spaces remaining vacant for longer periods of time. The missed opportunities have had a negative impact on the economic development in University City due to the loss of potential business growth. The current Code has not been responsive to recent changes in land use or development trends in that it does not offer relaxed regulations for alternative modes of transportation.

As explained in the memorandum, the variance process is not a long-term solution to such parking problems. Ms. Riganti provided the example of a recent variance request that was denied on Olive Boulevard for a proposed restaurant. For that specific case, there was concern

among the Board of Adjustment about the precedent that would be set, even though there were options in proximity to the subject property that could have allowed for shared parking opportunities.

Ms. Riganti also discussed examples of excessive parking within University City that were a direct result of the current Code requirements. Excessive parking has limited potential opportunities for redevelopment. The current parking regulations are in conflict with the goals and policies of University City as summarized in Attachment B of the memorandum. The proposed changes would address the economic issues created by the current Code and would be consistent with the goals and policies of University City. Staff also pointed out that the proposed changes to the parking regulations are not the only solution for the parking issues and that there could be other long-term strategies that could be implemented in the future after further analysis.

Questions / Comments and Discussion

- Plan Commission members discussed parking issues at specific properties such as The Bridge Center and Westover Center.
- Plan Commission members also asked about the impact the proposed changes would have on The Loop as well as new developments.
- Plan Commission members asked about the process for amending the Code and if there would be a process to go back to the previous requirements if this Text Amendment was approved or, could it be revisited in the future.

Staff explained that the current Code allows an exception for reoccupancy in the CC District (The Loop). The proposed Code changes would not change that exception. However, any new development in University City, including the CC District, would be subject to the parking requirements.

Questions / Comments and Discussion

- Plan Commission members asked for clarification on some of the specific changes proposed and suggested that the following changes be made to the proposed Text Amendment: the proposal to remove the restriction for off-site parking areas that are across Olive Boulevard, Delmar Boulevard, or Hanley Road should be allowed when located within 500 feet of a signalized intersection; the proposed reduction for multi-tenant commercial buildings with two tenants should be revised to remove “or more” and should state “commercial buildings with two tenants”; the proposed exception based on peak hour differences should include the word “Department” after “Community Development”; the proposed requirement for cross-access easements should include “between adjacent properties” and should include the word “Department” after “Community Development”.

Staff explained that a recommendation from the CRC to the full Plan Commission was requested.

A motion was made by Mr. Ruben for the CRC to recommend that the Plan Commission approve the proposed Text Amendment pertaining to the parking regulations, with the changes as discussed. The motion was seconded by Mr. Miller and carried by a vote of 3 to 0. (CRC member Mr. Jones also voted to recommend approval.

The study session adjourned at 6:30 pm.

CITY OF UNIVERSITY CITY, MISSOURI

Notes To Basic Financial Statements (Continued)

Governmental Fund Balances

In the governmental fund financial statements the following classifications are used to define the governmental fund balances:

Nonspendable - This consists of the governmental fund balances that are not in spendable form or legally or contractually required to be maintained intact. The City's nonspendable fund balance consists of prepaid items, inventory and assets held for resale.

Restricted - This consists of the governmental fund balances that are legally restricted by outside parties or by law through constitutional provisions or enabling legislation. The City's restricted funds consist of various taxes approved by voters for specific purposes, TIF projects and debt obligations.

Committed - This consists of the governmental fund balances that can only be used for specific purposes pursuant to constraints imposed by formal action (resolution) of the City Council, the City's highest level of decision-making authority. The City has the following committed fund balances as of June 30, 2014:

<u>Purpose</u>	<u>Amount</u>
Capital Projects	
Millar Park, Trails, and Lights Improvements	\$ 180,000
George Street Improvements	177,000
Chamberlain Bridge Replacement	110,000
Canton, Old Bonhomie, Jackson Bike Striping	36,000
City Hall fire escape	90,000
Consulting Services	
Consultant for interior evaluation for annex building	100,000
Engineer and architecture services for civic plaza	15,000
Disaster Recovery	
Future flood buyout	250,000
	<u>\$ 958,000</u>

Assigned - This consists of the governmental fund balances that are intended to be used for specific purposes by a) City Council or b) City Manager. The City's fund balance policy authorizes the City Council and City Manager to assign fund balances. The City's assigned fund balance includes contractual obligations (encumbrances) and amounts accounted for in nonmajor special revenue and capital projects funds for intended purposes.

Unassigned - This consists of the governmental funds that do not meet the definition of "nonspendable," "restricted," "committed" or "assigned."

The City's policy is to maintain unassigned fund balance in the General fund at least 17% of the budgeted expenditures.

RESOLUTION 2011 - 7

**RESOLUTION ON THE CITY COUNCIL'S USE OF EQUIVALENT MONEY RECEIVED
FROM THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER FUND**

WHEREAS, the City of University City recently received word it was awarded a grant of \$461,000 from the Missouri Department of Economic Development to help cover the cost of a buyout of properties along Wilson Avenue; and

WHEREAS, this grant frees up \$461,000 for the City's reserve fund; and

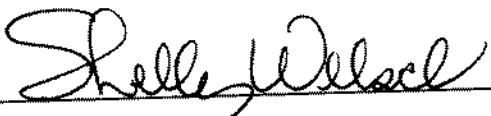
WHEREAS, the City of University City remains exposed to costs associated with historic flooding in the City, including costs of remediation, costs of any necessary studies for solutions to the flooding problem, costs of clean up from any future flood disasters and funding for potential future buyouts of flood prone properties; and

WHEREAS, to that end the City finds it prudent and advisable to dedicate funds freed up by the award of the new grant, solely for expenditures associated with flooding in the City of University City.

NOW THEREFORE BE IT RESOLVED, that upon receipt of the new grant, the City Council of University City directs the new grant to be committed to and applied in total to the Wilson buyout.; and

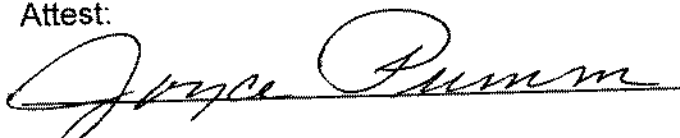
BE IT FURTHER RESOLVED, that the City Council directs that a like sum, that being said \$461,000, be then taken from the \$1,000,000 previously committed by City Council in June of 2010 for the Wilson buyout, and set aside into a separate dedicated account to be used solely for costs and expenses associated with flooding in the City..

Adopted this 28th day of March, 2011.



Shelley Welsch
Mayor

Attest:



Joyce Pumm
City Clerk



Council Agenda Item Cover

MEETING DATE: June 20, 2012

AGENDA ITEM TITLE: Committed General Fund Reserves

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: This resolution approves setting aside fund reserves:

- In FY 2012, a portion of projected surplus in the amount of \$180,000 to be used for a 2% salary bonus for staff who are at the top of their salary range and have not received step increases.
- In FY 2013, \$1,270,000 is set aside to be used for infrastructure items such as street and sidewalk repairs and tree trimming.
- In FY 2013, \$39,000 is set aside for flood buyouts as an addition to \$461,000 previously committed by City Council in June of 2010.

	Purposes	FY 2012	FY 2013
1	2% Salary Bonus	180,000	-
2	Flood Buyouts	-	39,000
3	Street & Sidewalk Repairs	-	1,200,000
4	Tree Trimming	-	70,000
	Total	\$ 180,000	\$ 1,309,000

RECOMMENDATION: Approval

Resolution 2012 - 4

A Resolution Approving the Committed Fund Reserves

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the City Council directs the fund reserves to be committed to and applied to items proposed during the budget study session on June 11, 2012.

BE IT FURTHER RESOLVED, that the City Council directs the fund reserves to be committed to and applied to the following items:

- In FY 2012, a portion of projected surplus in the amount of \$180,000 to be used for a 2% salary bonus for staff who are at the top of their salary range and have not received step increases.
- In FY 2013, \$1,270,000 is set aside to be used for infrastructure items such as street and sidewalk repairs and tree trimming.
- In FY 2013, \$39,000 is set aside for flood buyouts as an addition to \$461,000 previously committed by City Council in June of 2010.

Adopted this _____ day of June, 2012

Shelley Welsch, Mayor

Attest:

Joyce Pumm
City Clerk



Council Agenda Item Cover

MEETING DATE: June 23, 2014

AGENDA ITEM TITLE: Fiscal Year 2014 - 2015 Budget

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: This resolution approves the FY 15 Budget. The final budget is to be recommended for approval at the June 23, 2014, City Council Meeting.

The General Fund's operating budget submitted by all departments provides a surplus of \$60,000. This includes \$1,300,000 for the capital improvement program expended in FY 2015.

Total Revenues – General Fund	\$26,664,000
Total Expenditures – General Fund	<u>26,604,000</u>
Budget surplus	<u><u>\$60,000</u></u>

General Fund – Proposed Budget

	Projected FY 2014	Final Proposed FY 2015
Beginning Unassigned Fund Balance	\$ 17,335,000	\$ 15,837,000
Projected Revenue	26,320,000	26,664,000
Projected Expenditures	(26,950,000)	(26,604,000)
Ending Fund Balance	16,705,000	15,897,000
Committed Fund Balance (see details)		
1 Capital Improvement Projects	(503,000)	-
2 Consulting Services	(115,000)	-
3 Future Flood Buyout	(250,000)	-
Unassigned Fund Balance	\$ 15,837,000	\$ 15,897,000
Fund Balance as a percentage of		
Annual Expenditures	59%	60%

The following are details of the Committed Fund Balance:

1. Capital Improvement Projects
 - Millar Park, trails and lights improvement - \$180,000
 - George Street improvements - \$177,000
 - Chamberlain Bridge replacement - \$110,000
 - Canton, Old Bonhomme, Jackson bike striping - \$ 36,000
2. Consulting Services
 - Engineering & Architecturing Service for Civic Plaza - \$ 15,000
 - Interior Consultant for Annex Building - \$ 60,000
 - Additional Evaluation for Annex Building - \$ 40,000
3. Disaster Recovery
 - Future Flood Buyout - \$ 250,000

At the end of FY 2014, General Fund's expenditures are projected to exceed total revenues by \$630,000. In April 2014, City Council approved transfers from General Fund's fund balance of \$0.8 million, the City's matching portion for construction of the new firehouse, and \$1.8 million to fund capital improvement projects. As a result, the General Fund's expenditures were projected to exceed revenues by approximately \$2.6 million. Due to a combination of some capital projects not starting or being completed and monitoring expenditures, the expenditures are now projected to be nearly \$2.0 million less.

Below are details of the Capital Improvement Program. The total program cost of \$2,237,200 is funded by the General Fund, Grants, and Economic Development Retail Sales Tax in the amounts of \$1,300,000, \$718,200, and \$219,000, respectively.

Capital Improvement Program for FY 2015

	PROGRAM	GENERAL FUND	GRANT FUND	EDRST	TOTAL
	Parks Improvement:				
1	Lewis Park Improvement	\$ 160,000	\$ 300,000	\$ -	\$ 460,000
	Curbs, Sidewalk & Alleys:				
2	Jackson-Balson Avenues Pedestrian	8,000	32,200	-	40,200
3	Sidewalk and Curb Maintenance	409,000	75,000	-	484,000
	Street Construction:				
4	Street Resurfacing	470,000	-	-	470,000
	Miscellaneous Improvements:				
5	Ackert Walkway Sign	27,000	3,000	-	30,000
6	City Hall North Lot Sewer and Utility Vault	50,000	-	-	50,000
7	City Hall West and Trinity Lawn Drainage	10,000	-	-	10,000
8	Digital Message Boards	44,000	-	-	44,000
9	Loop Lighting Upgrade	-	-	32,000	32,000
10	Mapleview Dr.- Lafon Pl. Drainage Imp.	30,000	-	-	30,000
11	Olive Blvd-Westgate Ave Traffic Signal	92,000	308,000	-	400,000
12	Parking Garage Lighting Upgrade	-	-	27,000	27,000
13	Projects on Olive Boulevard	-	-	160,000	160,000
		\$ 1,300,000	\$ 718,200	\$ 219,000	\$ 2,237,200

Additionally, summaries of revenues and expenditures for all funds are illustrated on the next page.

RECOMMENDATION: Approval

All Funds Summary of Revenues and Expenditures

Revenues		FY 2015 Budget
General		\$ 26,664,000
Grants		750,700
Library		1,908,000
Fleet Maintenance		1,612,900
Solid Waste		2,744,500
Public Parking Garage		216,100
Debt Service		211,000
Loop Business District		72,000
Parkview Gardens Special District		90,200
Economic Development Sales Tax		580,000
Sewer Lateral		568,000
	Total	\$ 35,417,400
Expenditures		FY 2015 Budget
General		\$ 26,604,000
Grants		750,700
Library		1,941,500
Fleet Maintenance		1,608,900
Solid Waste		2,744,500
Public Parking Garage		158,000
Debt Service		239,000
Loop Business District		72,000
Parkview Gardens Special District		90,200
Economic Development Sales Tax		575,000
Sewer Lateral		568,000
	Total	\$ 35,351,800

Resolution 2014 - 34

A Resolution Approving the Committed Fund Reserves

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the City Council directs the fund reserves to be committed to and applied to items previously budgeted in FY 13 and FY 14, but were not spent, and additional items recommended by City Council.

BE IT FURTHER RESOLVED, that the City Council directs the fund reserves to be committed to and applied to the following items:

Capital Improvement Projects:	
180,000	FY 14-Millar Park, Trails and Lights Improvement
177,000	FY 14-George Street Improvements
110,000	FY 14-Chamberlain Bridge Replacement
36,000	FY 14-Canton, Old Bonhomme, Jackson Bike Striping
Consulting Services:	
15,000	FY 13-Engineering & Architecture Service-Civic Plaza
60,000	FY 14-Interior Consultant for Annex Building
40,000	Additional Evaluation for Annex Building
Disaster Recovery:	
250,000	Future Flood Buyout

Adopted this _____ day of June, 2014

Shelley Welsch, Mayor

Attest:

Joyce Pumm
City Clerk