



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

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. March 23, 2015 City Council Regular Session

F. APPOINTMENTS

G. SWEARING IN

1. James Stephenson to the Civil Service Board
2. Nancy McClain to the Park Commission
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)

I. PUBLIC HEARINGS

1. Zoning map amendment at 900 Purdue Ave from LC – Limited Commercial District to LR – Limited Residential District
2. Text amendment change to Zoning Code related to parking regulations

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.
VOTE REQUIRED
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.
VOTE REQUIRED
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.
VOTE REQUIRED

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.
VOTE REQUIRED
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.
VOTE REQUIRED
6. Approval to grant authority to the City Manager to enter into a contract with ADP for an annual fee of \$75,000.
VOTE REQUIRED
7. Approval of liquor license to Yummy 17, 8041 Olive Blvd, including Sunday sales.
VOTE REQUIRED
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.
VOTE REQUIRED

L. UNFINISHED BUSINESS

BILLS

M. NEW BUSINESS

RESOLUTIONS

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.

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. 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.

R. ADJOURNMENT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
March 23, 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, March 23, 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 the Council were present:

Councilmember Rod Jennings
Councilmember Paulette Carr arrived at 6:45 p.m.
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

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

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. March 9, 2015 City Council Regular Session minutes were moved for approval by Councilmember Sharpe, were seconded by Councilmember Jennings and the motion carried unanimously.

F. APPOINTMENTS

1. James Stephenson was nominated for appointment to the Civil Service Board by Councilmember Crow, replacing David Damick, was seconded by Councilmember Glickert and the motion carried unanimously.
2. Nicole Thomas was nominated for the Arts and Letters Commission by Mayor Welsch, replacing Bobette Patton, was seconded by Councilmember Jennings and the motion carried unanimously.
3. Nancy McClain was nominated for the Park Commission by Councilmember Sharpe, replacing Dawn Price, was seconded by Councilmember Glickert and the motion carried unanimously.

G. SWEARING IN

1. Rebecca Clendenen to be sworn in to the CALOP commission.
Mayor Welsch advised members that Ms. Clendenen found it necessary to withdraw from this appointment since she will be moving out of town.
2. James Stutz was sworn in to the Pension Board.
3. Joan Greco-Cohen was sworn in to the Library Board at the Clerk's Office.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Linda Fried, 7623 Stanford Avenue, University City, MO

Ms. Fried stated that whenever people want to demonstrate pride in U City they almost invariably speak about its diversity. The City's numbers speak to a diverse population but there are missed opportunities

to showcase this diversity during community events, due to the lack of participation by residents who live south of Delmar.

Ms. Fried read adverse comments she found on a U City Facebook page regarding the City Manager's March 19th posting of an informational meeting for City residents on Propositions P and S to be held at the U City Public Library on March 25th. She stated that such comments, from School Board member Tom Peters and residents Dennis and Helen Fuller were not indicative of the type of conversations that are needed to enhance community understanding.

Deborah Henderson, 6124 Victoria Avenue, University City, MO

Ms. Henderson provided Council with photographs of events held at the MidTown Farmer's Market and copies of the proposed agreement with U City for the upcoming year. She then presented a brief overview of last year's activities.

Ms. Henderson stated that a proposal has been submitted to the Economic Development Retail Sales Tax Board to obtain funding that would provide the market with opportunities to conduct additional marketing and special events.

I. PUBLIC HEARINGS

J. CONSENT AGENDA

K. CITY MANAGER'S REPORT

1. Approval to grant authority to the City Manager to sign and enter into a contract with Thouvenot, Wade & Moerchen (TWM) to perform engineering services on the design of 100 ADA-compliant curb ramps for a maximum compensation of \$68,395.50.

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

2. Approval to grant authority to the City Manager to sign and enter into a contract with Engineering Design Source, Inc. (EDSI) to perform engineering services on the design of 130 ADA-compliant curb ramps for a maximum compensation of \$88,425.00.

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

3. Approval of a site plan review for 7401 Balson Ave. for a three story addition to University City High School.

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

Mayor Welsch asked Mr. Walker if he would provide Council with specific details on how the retention pond located behind the Library would be constructed.

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9256** – An ordinance amending Schedule III. Table III-C and Table III-E of the Traffic Code, to revise traffic regulation as provided herein.
Bill 9256 was read for the second and third time.

Councilmember Sharpe moved to approve Bill 9256 and was seconded by Councilmember Glickert.

Roll Call vote was:

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

NAYS: none

Bill 9256 carried unanimously and became Ordinance number 6984.

- 2. BILL 9257** – An ordinance amending schedule VII, Table VII-A – Stop Intersections, Chapter 300 Traffic Code, of the University City Municipal Code, to revise traffic regulation as provided herein. Bill 9257 was read for the second and third time.

Councilmember Jennings moved to approve Bill 9257 and was seconded by Councilmember Carr.

Roll Call vote was:

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

NAYS: none

Bill 9257 carried unanimously and became Ordinance number 6985.

M. NEW BUSINESS
RESOLUTIONS

BILLS

N. CITIZEN PARTICIPATION (continued if needed)
Tracy Gritsenko, 737 Oakbrook Lane, University City, MO

Ms. Gritsenko announced that there would be a School Board forum for candidates at the McNair building on Sunday, March 29th at 2 p.m. Ms. Gritsenko stated that as a candidate for the School Board she would be happy to answer any questions.

Bart Stewart, 714 Harvard Avenue, University City, MO

Mr. Stewart stated that he was speaking on behalf of a group of concerned residents from University Heights No. 1 regarding the Delmar Harvard development. Residents felt that it was important to develop a position statement that would limit the size and scale of the project and adhere to the neighborhood's guidelines and vision for the area around Civic Plaza.

Mr. Stewart provided Council with copies of the position statement and stated that the residents of University Heights Subdivision No. 1 have asked that the developer not be allowed to move forward on this project or any other proposal, unless said development adheres to certain criteria:

Mr. Stewart concluded by asking City Council to carefully consider what is being proposed to ensure that it adheres to the City's current zoning practices and that the area's historic integrity and vitality remains.

O. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
Mayor Welsch read the appointments that were needed.
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

P. COUNCIL COMMENTS

Councilmember Glickert addressed the City Manager noting his appreciation of all of the City's effort in cleaning the alleys and properties associated with demolished duplexes as he notice on his tour of alleys located in Ward 3.

Councilmember Glickert stated that he had also been in the Loop on Saturday night and was shocked to see an inordinate number of police vehicles responding to a group of people that were blocking Westgate Avenue. The police handled the incident in a proper manner but noted that Council needed to address protestors' actions the City will allow. He stated that when protestors are blocking the streets and sidewalks while using inappropriate language, it becomes a safety issue. He was very concerned about the business owners who have invested in The Loop, trying to make a living.

Councilmember Carr reminded everyone that she and Councilmember Crow will be conducting town hall meetings on the bond issues at the McNair Administration Building, 8136 Groby Road, on March 24th at 7 p.m., and the U City Library on March 26th at 7 p.m. and would be distributing flyers in opposition to Propositions S and P.

Councilmember Kraft stated that he had also been in The Loop on Saturday and some of the comments he received from a group of very liberal public defenders was how impressed they had been with the restraint demonstrated by the City's police officers as they were being taunted.

Councilmember Kraft spoke on the corrections needed to be addressed of the misinformation that was being disseminated about the bond issues. He noted that when residents hear that their property taxes are going up 40 percent, they automatically assume that it pertains to their entire tax bill. So 40 percent is misleading and suggested that it is being used to intentionally mislead and confuse residents.

Councilmember Kraft spoke on several misleading blogs being disseminated by a Councilmember and noted answers to the contrary of the blogs.

Councilmember Crow stated that he will stand by the 40 percent tax increase language since Council only has authority over one line item on its residential tax bill. He stated that if you look at the municipal assessment and add the numbers that were just spoke of, you will get a 40 percent tax increase.

Councilmember Crow stated that although Councilmember Kraft was correct in stating that this was not the largest bond issue, the quoted material pertained to the largest tax increase. He welcomed the opportunity to have healthy conversations about these issues in the upcoming weeks.

Councilmember Carr encouraged everyone to attend the town hall meetings, where not only will all of the facts presented by Councilmember Kraft be discussed, but any unanswered questions will be answered.

Mayor Welsch stated that she was glad that the City Manager was able to move quickly on these issues and take advantage of this perfect storm of market conditions for bond issues - interest rates at their lowest in 45 years; oil prices at historic lows and the City's AA+ bond rating, which will enable the City to borrow at a lower rate than it will ever be able to in the future. She stated that her belief is that the citizens of this community deserve to have this work done and her hope is that many will go to the polls in agreement.

Other upcoming events:

- The Police Department's Focus Group will meet on March 24th at the Heman Park Community Center at 6 p.m.
- The City's official informational meeting on Propositions S and P will be held at the U-City Library on March 25th at 7 p.m.
- Staff has been advised that U City is one of three cities to receive an award for Make a Difference Day. Additional information on this honor will be provided in the near future.

Q. ADJOURNMENT

Mayor Shelley Welsch adjourned the meeting at 7:08 p.m.

Respectfully submitted,

Joyce Pumm
City Clerk, MRCC/CMC



Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Conditional Use Permit (C.U.P.) application for 6394 Delmar Boulevard – Mimi Hurwitz with Next Gen Companies Development, LLC – DBA Doughocracy; ground-floor restaurant (non-retail) with frontage on Delmar Boulevard in CC – Core Commercial District.

AGENDA SECTION: City Manager's Report

COUNCIL ACTION: Motion by City Council required for Approval

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW: Attached are the relevant documents for the above-referenced C.U.P. application. A public hearing was conducted by the Plan Commission on March 25, 2015 as required. Two members of the public spoke and expressed concerns regarding the number of restaurants in The Loop and potential noise from the proposed restaurant.

On review, Staff and Plan Commission recommended approval of this C.U.P. application with conditions.

A C.U.P. does not require a public hearing at the City Council level.

Attachments:

- 1: Transmittal letter from Plan Commission with recommended conditions
- 2: Staff Report with application documents and site plan

RECOMMENDATION: Approval

ATTACHMENT 1:
**Transmittal letter from Plan Commission with
recommended conditions**



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: Application for Conditional Use Permit PC 15-01 – ground-floor restaurant (non-retail) with frontage on Delmar Boulevard at 6394 Delmar Boulevard.

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 conducted a public hearing on the above-referenced application by Mimi Hurwitz with Next Gen Companies Development, LLC – DBA Doughocracy, for a Conditional Use Permit in the CC – Core Commercial District.

By a vote of 7 to 0, the Plan Commission recommended approval of the application subject to the conditions in Attachment A.

Sincerely,

Linda Locke, Chairperson
University City Plan Commission

April 13, 2015

K-1-3

ATTACHMENT A
Conditional Use Permit PC 15-01 – 6394 Delmar Boulevard

[Except as noted herein below, other codes and regulations of the City of University City shall apply.]

1. PERMITTED USES

The uses permitted by this Conditional Use Permit shall include a ground-floor restaurant not exceeding 2,100 square feet.

2. HOURS OF OPERATION

The proposed hours of operation from 11:00 a.m. until 10:00 pm on Sunday through Wednesday and 11:00 a.m. until midnight on Thursday through Saturday shall be allowed. Any expansion of the hours of operation shall require written approval from the Department of Community Development.

3. OUTDOOR DINING

An Outdoor Dining Permit shall be obtained prior to the operation and use of the outdoor dining area as indicated on the site plan. The applicant must adhere to all requirements and conditions of the approved Outdoor Dining Permit.

4. SIGNAGE

A sign permit shall be required prior to the installation of any signage associated with the proposed use. All signage shall comply with the regulations set forth in Article 8 of the Zoning Ordinance.

5. OTHER REQUIREMENTS

All applicable permits e.g. building, mechanical, electrical, and plumbing must be obtained prior to the start of any and all construction. The applicant must adhere to all requirements of the Building Code. Documentation of St. Louis County Health Department approval shall be submitted to the Department of Community Development.

ATTACHMENT 2:
Staff Report with application documents
and site plan



Department of Community Development

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

STAFF REPORT

MEETING DATE: March 25, 2015

FILE NUMBER: PC 15-01

COUNCIL DISTRICT: 1

Applicant: Mimi Hurwitz with Next Gen Companies Development, LLC
(DBA Doughocracy)

Location: 6394 Delmar Boulevard

Property Owner: Dan Wald

Request: Conditional Use Permit (C.U.P.) to allow a ground floor restaurant (non-retail) with frontage on Delmar Boulevard

Existing Zoning: CC – Core Commercial District
Existing Land Use: Three-story mixed-use building (commercial and upper-floor multi-family residential)

Proposed Zoning: No change – CC District
Proposed Land Use: Ground-Floor Restaurant

Surrounding Zoning and Land Use:

North:	CC-Core Commercial District	Commercial
East:	CC-Core Commercial District	Commercial
South:	SR-Single Family Residential District	Single family residential
West:	CC-Core Commercial District	Commercial; Multi-family residential

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

STAFF RECOMMENDATION

Approval Approval with Conditions in Attachment B Denial

ATTACHMENTS:

- A. Departmental Comments B. Conditions of Approval C. Maps
- D. Application Documents E. Site Plan Drawings

Applicant's Request

The current request is for a Conditional Use Permit (C.U.P.) to allow a 2,080 square foot restaurant in a three-story mixed-use building on Delmar Boulevard in the CC – Core Commercial District. No change of zoning is requested. Non-retail uses, such as a restaurant, with ground floor frontage on Delmar Boulevard require a C.U.P. The subject

tenant space is one of three ground-floor tenant spaces in the building.

The applicant has proposed a restaurant featuring made-to-order pizza, ready to eat in three to four minutes. They are proposing to obtain a liquor license for the sale of beer and wine. The proposed hours of operation would be from 11:00 a.m. until 10:00 pm on Sunday through Wednesday and 11:00 a.m. until midnight on Thursday through Saturday. It is estimated that the restaurant would seat 53 inside and up to 26 outside. The proposed outdoor seating area as shown on the site plan includes three tables for four along Delmar Boulevard and 14 tables for two on the western side, along Westgate Avenue.

Background

The subject property is approximately 0.25 acres in area and located within a commercial/entertainment district commonly known as The Delmar Loop. The subject commercial space was previously used as a retail store. There are two other ground-floor commercial spaces in the subject building, both of which are retail uses. According to St. Louis County records, the existing building was constructed in 1920.

Analysis

The intent and purpose of the CC – Core Commercial District is to accommodate a wide variety of retail commercial uses, with an emphasis towards the sale of retail goods, dining and entertainment which attracts shoppers from a trade area beyond University City. Per the CC District regulations, any ground floor space with frontage on Delmar Boulevard is limited to retail trade, except through the granting of a Conditional Use Permit. The issue under consideration is the appropriateness of the proposed restaurant use at this location.

The Delmar Loop consists of a wide range of retail, restaurant, and entertainment venues. There are several other ground floor restaurants with frontage on Delmar Boulevard in the vicinity of the subject property, including the abutting commercial tenant spaces. It is staff's opinion that the proposed use is appropriate at this location and would be compatible and consistent with the surrounding commercial uses.

The proposed outdoor dining area, on the sidewalk of Delmar Boulevard and Westgate Avenue, is a permitted use in the CC – Core Commercial District and subject to all related regulations and standards that pertain to outdoor dining as specified in the Municipal Code. Based on the proposed outdoor dining area as shown on the site plan, it is staff's opinion that there will be sufficient room for pedestrian clearance and that the location would be compatible and consistent with the surrounding neighborhood. An outdoor dining permit must be obtained as required in the Municipal Code.

The minimum off-street parking and loading space requirements set forth in Section 400.2140 of the Zoning Code do not apply to any reoccupancy of existing buildings or structures in the CC – Core Commercial District. However, on-street parking and the municipal parking garage and parking lot to the east of the proposed restaurant are available to serve the parking needs of customers and employees.

It is staff's opinion that the proposed hours of operation are reasonable and appropriate at this location and would not be detrimental to the neighboring area.

Conclusion/Recommendation

Based on the preceding considerations, staff is of the opinion that the proposed restaurant use, as shown on the Site Plan Drawings and the application materials, is appropriate at this location and complies with the Conditional Use Permit findings of fact as set forth in Section 400.2720 of the Zoning Code. Thus, staff recommends approval of this request subject to the conditions set forth in Attachment B.

ATTACHMENT "A"



Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

March 19, 2015

Department of Community Development
6801 Delmar Boulevard
University City, MO 63130

Attn: Mr. Zach Greatens, Planner

RE: 6394 Delmar Blvd.

Dear Mr. Greatens;

We have reviewed the Conditional Use Permit application to be considered by the Plan Commission at their next meeting in regards to 6394 Delmar referred to as Nunzia Pizza and would recommend approval with no new conditions.

Sincerely,

A handwritten signature in cursive script that reads "Rich Wilson".

Richard L. Wilson PE
Director



University City Police Department

6801 Delmar Boulevard, University City, Missouri 63130, 314-725-2211

March 18, 2015

Topic: Conditional Use Permit 6394 Delmar

The Police Department has no comment relative to the proposal is to reoccupy an existing commercial space for the use of a restaurant at 6394 Delmar Boulevard. A Conditional Use Permit is required because the proposal is for a non-retail use on the ground floor with frontage on Delmar Boulevard in the CC – Core Commercial District.

Respectfully,

Charles Adams
Chief of Police



Fire Department

863 Westgate Ave., University City, Missouri 63130, Phone: (314) 505-8591, Fax: (314) 863-5615

March 23, 2015

Zach Greatens
Department of Community Development
6801 Delmar
St. Louis, MO. 63130

Dear Zach,

The University City Fire Department has no questions or concerns regarding the proposed new restaurant to be located at 6349 Delmar Blvd.

Sincerely,

A handwritten signature in blue ink that reads "Adam Long". The signature is written in a cursive style with a long, sweeping tail on the "g".

Adam Long
Fire Chief
University City Fire Department

ATTACHMENT B
Conditional Use Permit PC 15-01 – 6394 Delmar Boulevard

[Except as noted herein below, other codes and regulations of the City of University City shall apply.]

1. PERMITTED USES

The uses permitted by this Conditional Use Permit shall include a ground-floor restaurant not exceeding 2,100 square feet.

2. HOURS OF OPERATION

The proposed hours of operation from 11:00 a.m. until 10:00 pm on Sunday through Wednesday and 11:00 a.m. until midnight on Thursday through Saturday shall be allowed. Any expansion of the hours of operation shall require written approval from the Department of Community Development.

3. OUTDOOR DINING

An outdoor dining permit shall be obtained prior to the operation and use of the outdoor dining area as indicated on the site plan. The applicant must adhere to all requirements and conditions of the approved outdoor dining permit.

4. SIGNAGE

A sign permit shall be required prior to the installation of any signage associated with the proposed use. All signage shall comply with the regulations set forth in Article 8 of the Zoning Ordinance.

5. OTHER REQUIREMENTS

All applicable permits e.g. building, mechanical, electrical, and plumbing must be obtained prior to the start of any and all construction. The applicant must adhere to all requirements of the Building Code. Documentation of St. Louis County Health Department approval shall be submitted to the Department of Community Development.

ATTACHMENT "C"

6394 Delmar and
and surrounding area



ZONING: CC

ZONING: CC

ZONING: SR

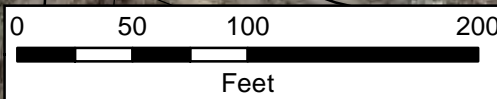
ZONING: CC

Legend

-  Subject Property
-  Parcel Boundary

Prepared by: University City Dept. of Community Development Staff - March, 2015; Data Source: St. Louis County Department of Planning, GIS Database 2014; Aerial Imagery - 2010

APR 13, 2015



K-1-12



Department of Community Development

6801 Delmar Boulevard • University City, Missouri 63130 • 314-505-8500 • Fax: 314-862-3168

**APPLICATION FOR CONDITIONAL USE PERMIT
Under Article 11 of the Zoning Code of University City, Missouri**

1. Address/Location of Site/Building: 6394 Delmar, University City, MO
2. Zoning District (check one):
 SR LR MR HR HRO GC LC CC IC PA PD
3. Applicant's Name, Corporate or DBA Name, Address and Daytime Telephone: Mimi Hurwitz
The Next Gen Companies Development, LLC DBA, Doughocracy
1230 Missouri Ave, St Louis, MO 257-544-4002
4. Applicant's Interest in the Property: Owner Owner Under Contract Tenant*
 Tenant Under Contract* Other* (explain):

* Please Note: Zoning Code Section 34-131.1 requires that the application may only come from one (1) or more of the owners of record or owners under contract of a lot of record (or zoning lot), or their authorized representative. If you are applying as a tenant, tenant under contract or other, you must attach a letter from the owner stating you are an authorized representative of them and they give you permission to file this application for Conditional Use on their behalf.

5. Owner's Name, Corporate or DBA Name, Address and Daytime Telephone, if other than Applicant:
Dan Waid, 520 West Gate, LLC, 8420 Delmar, Suite 406
314-422-2386
6. Please state, as fully as possible, how each of the following standards are met or will be met by the proposed development or use for which this application is being made. Attach any additional information to this application form.
 - a) Complies with all applicable provisions of the University City Zoning Code (e.g. required yards and setbacks, screening and buffering, signs, etc.).
Yes - our site plan (enclosed) will meet all applicable city codes and ordinances. Also, our exterior signage will meet all codes
 - b) At the specific location will contribute to and promote the community welfare or convenience.
Our use will blend well with the current operational businesses in the Loop and we will explain more thoroughly in the memo attached.

c) Will not cause substantial injury to the value of neighboring property.

We believe that our concept will only enhance the surrounding area and will not adversely impact the neighborhood

d) Is consistent with the Comprehensive Plan, neighborhood development plan (if applicable), and any other official planning and development policies of the City.

Yes

e) Will provide off-street parking and loading areas in accordance with the standards contained in Article 7 of the University City Zoning Code

We will utilize the existing on-street parking and public lots in the area.

** Please Note: You should also submit twelve (12) copies of a memo detailing the following information:
1) Description of the proposed Conditional Use, in narrative form. Please include historical information about the applicant, the company and/or the organization. Explain why this particular site was chosen for the proposal, state the number of employees that will be working at the site, state the hours of operation, explain other features unique to the proposed use and submit any other information that will help the Plan Commission and City Council in their decisions. 2) Estimated impact of the conditional use on the surrounding properties and adjacent streets, including, but not limited to, average daily and peak hour traffic generation, existing traffic volumes of adjacent streets, if available, use of outdoor intercoms, and any other operational characteristics of the proposed use that may have impacts on other adjacent or nearby properties. 3) Legal description of the property(s) proposed for the Conditional Use Permit, when the proposed use involves a substantial addition or new construction.

A Public Hearing before the Plan Commission is required by Ordinance. Notice of such Public Hearing must be published in a newspaper of general circulation at least fifteen (15) days in advance. Upon receipt of a Plan Commission Recommendation, the City Council must consider this application and supporting information before a Use Permit may be granted. A fee of \$250 must accompany this application.

2-23-15
Date

[Signature], manager
Applicant's Signature and Title

Representing (if applicable)

FOR OFFICE USE ONLY

Application First Received.
Application Fee in the Amount of \$ _____ Receipt # _____
Application returned for corrections, additional data.
Final complete application received.
File # _____ created.

The Next Gen Companies Development, L.L.C.

One Lawrence Square
Springfield, IL 62704
217-544-4002 – Phone
217-544-5711 – Fax

MHurwitz@blackstonehurwitz.com

To: University City Zoning, University City, MO
From: The Next Gen Companies Development
Date: 2/23/15
Subject: Doughocracy – Conditional Use Permit

Doughocracy is not your traditional pizzeria, it's a "fast casual" pizza restaurant. Our concept is simple but unique. We use the highest-quality ingredients and shop local whenever possible. The hand-stretched dough is made daily and used for every pie on the menu. Our menu is simple and sleek, consisting of three ways in which one can order a pie: Signature Pies, Create-Your-Own Pies and/or Desert Pies. Doughocracy's pies are made-to-order and are ready to eat within 3-4 minutes. Additionally, Doughocracy will have a selection of single-serve wine, domestic beer and locals brews distributed by St. Louis Craft breweries/micro-breweries, of which we will apply for all appropriate licensing as soon as we are able. Our creative combination of ingredients and menu offerings will be sure to accommodate to a variety of palates.

We chose the Delmar Loop for our first site as we feel the exciting energy of the area is a perfect fit for our brand. The "fast casual" movement supports a creative, health-conscious and on-the-go consumer which we have found within the Loop's steady buzz of locals, visitors and students. While there are other pizza restaurants in the Loop, we are unique in our concept, and are sure these differences will set us apart from the alternative dining options in the Loop.

Doughocracy is the first of its kind to be in St. Louis. The Loop is the perfect fit for the first store. We will attract new customers to University City through our marketing and advertising efforts. Organized by both our franchisor – Chicago Franchise Systems – and The Next Gen Companies Development, we will roll out a creative and vibrant marketing campaign through social media and print avenues beginning 60 days prior to opening. Those new faces appearing in the Delmar Loop to try Doughocracy will be exposed to the Loop's vibrant retail, entertainment and alternative dining options. It is because of the Loop's unique tenant mix that we chose this area of St. Louis for our flagship store. Our goal is to honor the Loop's history while being an integral part of its bright future.

Doughocracy will employ roughly 20 employees and will have hours of operations from 11 a.m. – 12 a.m. Thursday-Saturday and 11a.m. - 10 p.m. Sunday – Wednesday. We will utilize on street parking as well as the parking lots in the area. We will have seasonal outdoor seating which we will maintain in the same clean and professional manner as our restaurant, and all pedestrian walkways will be clear of all furnishings as illustrated in our site plan. Enclosed with this application you will find renderings of the interior of the restaurant as well as a menu.

Finally, Next Gen Companies Development, LLC is an entity primarily comprised of two families who have a successful background in both operating restaurants throughout Illinois and Real Estate experience throughout the mid-west. The two managing partners Christa McGraw and Mimi Hurwitz are the second generation of family businesses which pride themselves on both reputation and success. We both believe that not only our concept but our company will be a valued addition to the Loop for many years to come.

Rodan Management Inc.

8420 Delmar, Suite 406 St. Louis, MO 63124

(314) 991-3300
Fax (314) 991-3354

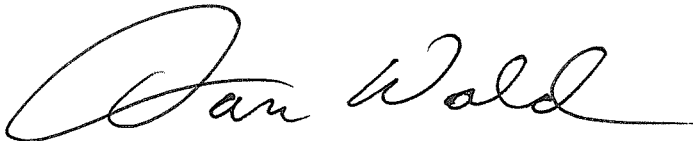
2-12-2015

I, Dan Wald as managing member of 520Westgate LC and the owner of 6394 Delmar Blvd. in University City, MO, hereby authorize The Next Gen Companies Development, LLC d/b/a Nunzio's Pizza to pursue a conditional use permit from the City of University City.

Please include this authorization for any other permits that might be needed for the tenant to commence business at this location.

If you have any questions or require any other authorization please contact me at 314-422-2386.

Thanks in Advance,

A handwritten signature in cursive script that reads "Dan Wald". The signature is written in black ink and is positioned above the printed name.

Dan Wald

Managing Member 520 Westgate LC

April 13, 2015

K-1-16

doughocracy
PIZZA + BREWS

doughocracy™
PIZZA + BREWS

ST. LOUIS, MO

6394 DELMAR IN THE LOOP

000-000-0000

M E N U

SIGNATURE PIES \$9

The Classic Margherita

Fresh Basil, Fresh Mozzarella,
Tomato Sauce, EVOO

THE KNOCKOUT

Pepperoni, Soppresata Salami,
Hot Giardiniera, Fresh Mozzarella,
Provolone, Pecorino Romano,
Tomato Sauce

SPAGHETTI & MEATBALL

Meatballs, Pasta, Fresh Mozzarella,
Provolone, Pecorino Romano,
Tomato Sauce

SUPER SADA

Soppresata Salami, Fresh
Mozzarella, Pecorino Romano,
Pesto Sauce

The Green Mile

Roasted Zucchini, Roasted Garlic,
Roasted Red Onions, Roasted
Eggplant, Pecorino Romano,
Fresh Mozzarella, Pesto Sauce

Sweet Bae-B-Q

Chicken Breast, Fresh Bacon,
Roasted Red Onions, Provolone,
BBQ Sauce

VEGETARIAN NIGHTMARE

Italian Sausage, Pepperoni,
Soppresata Salami, Fresh Bacon,
Provolone, Pecorino Romano,
Tomato Sauce

THE "ART CARNE"

Artichoke Hearts, Italian Sausage,
Roasted Red Peppers, Fresh Basil,
Roasted Garlic, Fresh Mozzarella,
Pecorino Romano, Tomato Sauce

Wine & Dine

GORGONZILLA

Italian Sausage, Broccolini,
Peppadew Peppers, Roasted Garlic,
Roasted Red Pepper, Provolone,
Pecorino Romano, Crushed Red
Pepper, EVOO

Gorgonzola, Fresh Mozzarella,
Provolone, Pecorino Romano,
Arugula, EVOO

SIMPLE PIES \$7

RED PIE | GREEN PIE | NAKED PIE

Provolone
Pecorino Romano
Tomato Sauce

Provolone
Pecorino Romano
Pesto Sauce

Provolone
Pecorino Romano
EVOO

CREATE YOUR OWN PIES \$9

S A U C E

Tomato Sauce (San Marzano DOP)
Pesto Sauce • BBQ Sauce • Sriracha Drizzle
Extra Virgin Olive Oil (EVOO)

C H E E S E

- Fresh Mozzarella •
- Provolone •
- Pecorino Romano •
- Gorgonzola •

M E A T

- Italian Sausage •
- Pepperoni •
- Soppresata Salami •
- Chicken Breast •
- Meatball • Fresh Bacon •
- Anchovy •

V E G G I E S N' S T U F F

- Broccolini • Cherry Tomatoes • Roasted Red Onions
• Arugula • Banana Peppers • Peppadew Peppers •
Black Olives • Artichoke Hearts • Hot Giardiniera
• Crimini Mushrooms • Fresh Basil • Roasted Garlic •
Roasted Red Peppers • Roasted Eggplant • Oregano
Roasted Zucchini • Crushed Red Pepper • Pasta

THE SALAD \$7

Served With House Dressing on a Warm Pizza Crust

- Mixed Lettuce • Arugula • Cherry Tomato
• Roasted Red Onion • Peppadew Peppers •
Artichoke Hearts • Chicken Breast

S W E E T S

\$7

NUTELLA PIZZA

Warm Pizza Crust, Nutella,
Seasonal Berries

CANNOLI PIZZA

Warm Pizza Crust, Cannoli
Cream, Chocolate Chips,
Seasonal Berries

\$2

CANNOLI

Stuffed With Cannoli Cream
& Chocolate Chips

D R I N K S

\$4

DRAFT BEER

BOTTLED BEER

COPA DI VINO WINE

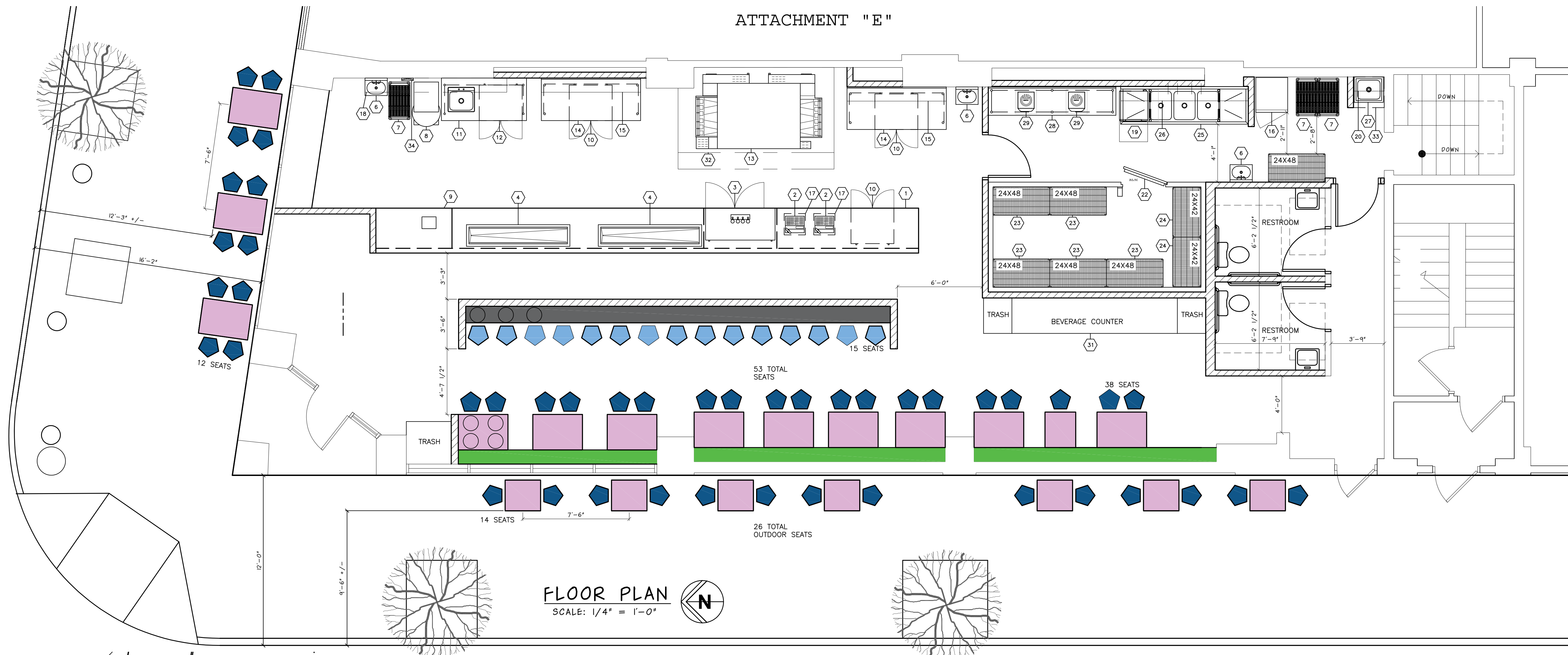
\$2

FOUNTAIN DRINKS

K-1-18



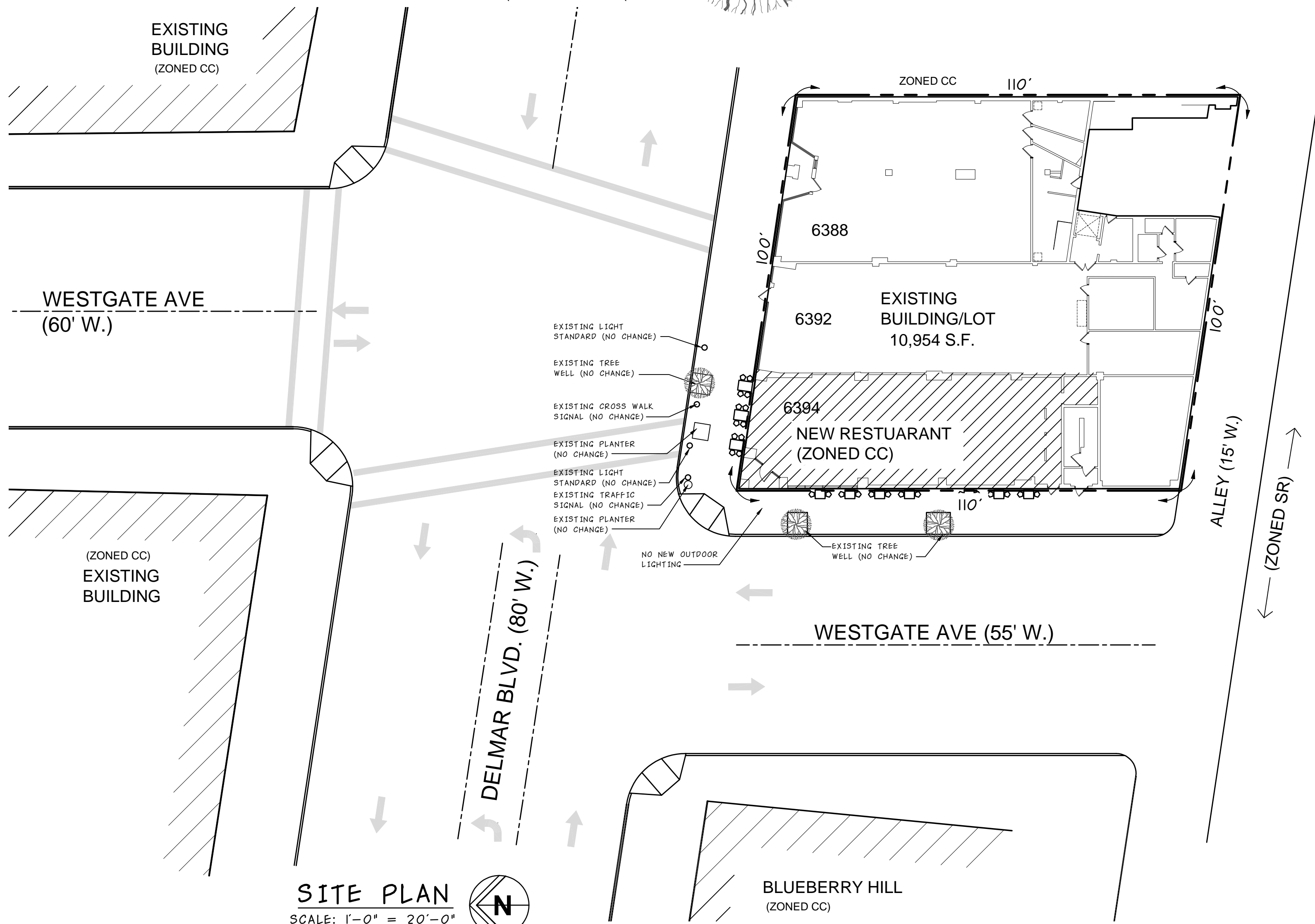




FLOOR PLAN
SCALE: 1/4" = 1'-0"

doughocracy
PIZZA + BREWS
6394 DELMAR BLVD.
UNIVERSITY CITY, MISSOURI

Next Gen
Development



SITE PLAN
SCALE: 1" = 20'-0"

SITE ANALYSIS
THE INFORMATION ON THIS SITE PLAN WAS TAKEN FROM AVAILABLE REAL ESTATE TAX MAPS. DIMENSION AND PROPERTY LINE LOCATIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. FINAL ANGLES OF PROPERTY LINES ON THIS SITE COULD DRASTICALLY CHANGE THE PLAN SHOWN.

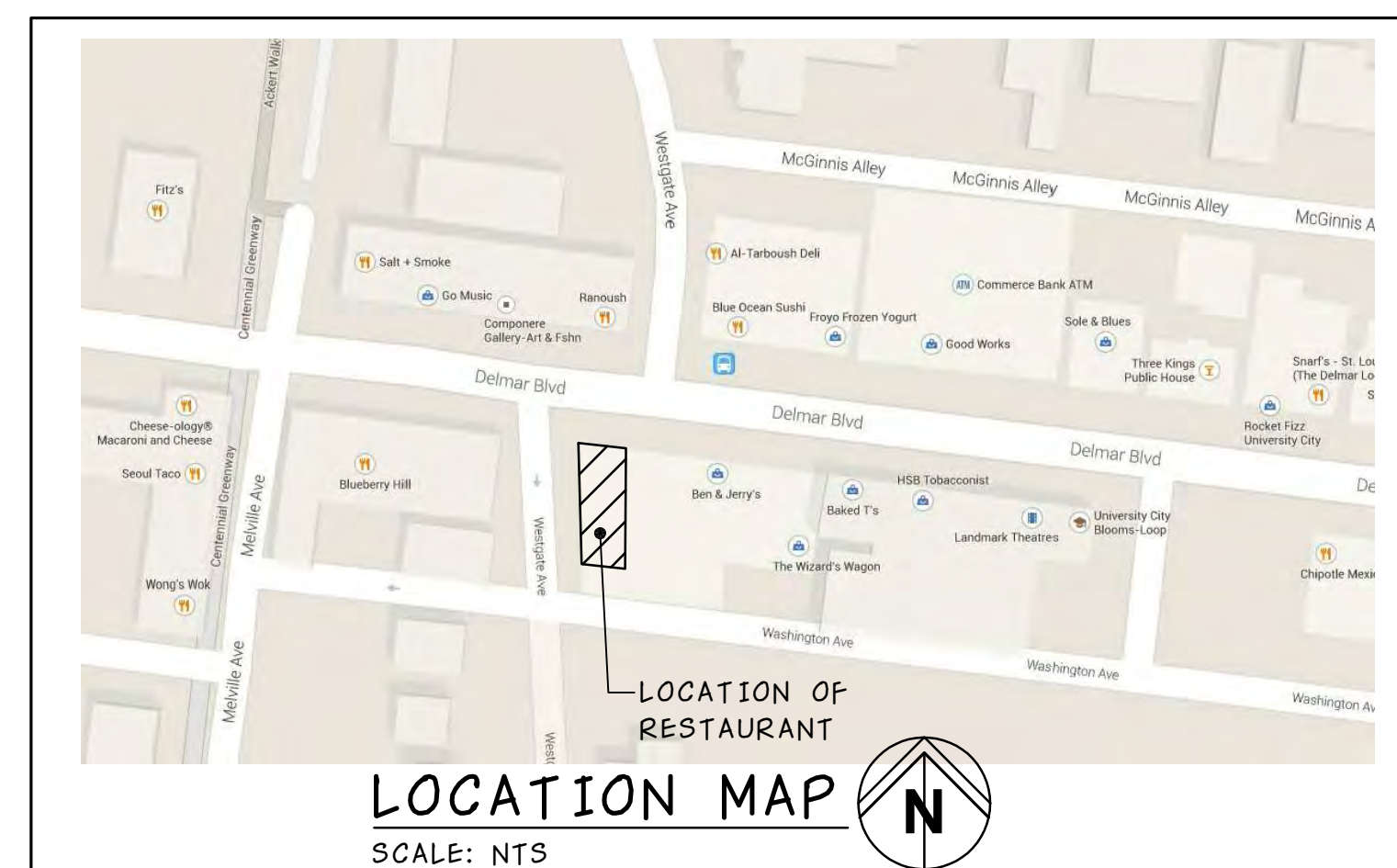
TENANT SQUARE FOOTAGE

- PIZZARIA SPACE 1,987 S.F.
- CORRIDOR 93 S.F.
- TOTAL 2,080 S.F.**

TENANT INFORMATION

BASE ON FIELD MEASUREMENTS TAKEN BY NOVA GROUP, INC. ON 12/15/14, THE AREA OF TENANT SPACE IS APPROXIMATELY THE SQUARE FOOTAGE SHOWN ON PLAN. THE SQUARE FOOTAGE IS BASED ON THE FOLLOWING CRITERIA AND ASSUMPTIONS:

- 1) INSIDE FACE OF EXTERIOR WALLS
- 2) INSIDE FACE OF EXTERIOR GLASS
- 3) CENTERLINE OF COMMON TENANT WALLS
- 4) CENTERLINE OF CORRIDOR AND PUBLIC SPACE WALLS
- 5) COMMON WALLS AND INTERIOR TENANT WALLS ARE ASSUMED TO BE 5" THICK.



LOCATION MAP
SCALE: NTS

EQUIPMENT SCHEDULE					
Item	Qty	Description	Remarks	Manufacturer	Model Number
1	1	PICK-UP COUNTER		CUSTOM	
2	2	POS MACHINE		BY OTHERS	
3	1	DISPENSER, BEER		TRUE FOOD SERVICE	TDD-2
4	2	DROP-IN, COLD PAN		RADELL	99875CN
5	LOT	SNEEZE GUARD	NOT SHOWN	CUSTOM	
6	3	SINK, HAND, WALL MOUNT		EAGLE GROUP/METAL MASTERS	HSA-10-F
7	3	RACK, DUNNAGE		EAGLE GROUP/METAL MASTERS	MDR-L1832PSM
8	1	MIXER, SPIRAL		UNIVEX	GL50
9	1	WORK COUNTER		TRUE FOOD SERVICE	TUC-36
10	2	REFRIGERATOR, UNDERCOUNTER		CUSTOM	
11	1	TABLE, WORK W/ SINK		TRUE FOOD SERVICE	TUC-36
12	1	REFRIGERATOR, UNDERCOUNTER		MIDDLEBY MARSHALL	PS6700-1 OR PS570
13	1	OVEN, CONVEYOR		EAGLE GROUP/METAL MASTERS	T3684SE-BS
14	1	SHELF, WALL MOUNT, 2 TIER		EAGLE GROUP/METAL MASTERS	WS1284-16/4
15	1	FREEZER, REACH-IN		TRUE FOOD SERVICE	T-23F
16	2	SHELVING, WIRE		METRO	CUSTOM
17	1	SHELF, WALL MOUNT, 2 TIER		EAGLE GROUP/METAL MASTERS	WSP12120
18	1	MARKWASHER, UNDERCOUNTER		L3X11	
19	1	SHELF, WALL MOUNT, 2 TIER		EAGLE GROUP/METAL MASTERS	WSP1236
20	4	SHELVING UNIT, STARTER, METAL, WIRE		EAGLE GROUP/METAL MASTERS	2448C
21	1	WALK-IN COOLER		EAGLE GROUP/METAL MASTERS	2442E
22	5	WALK-IN COOLER SHELVING		EAGLE GROUP/METAL MASTERS	2448E
23	2	WALK-IN COOLER SHELVING		EAGLE GROUP/METAL MASTERS	314-18-3-24
24	1	SINK, SCULLERY, 3 COMPARTMENTS		EAGLE GROUP/METAL MASTERS	WS12108-16/4
25	1	SHELF, WALL MOUNT, 2 TIER		EAGLE GROUP/METAL MASTERS	F1916
26	1	TABLE, WORK		EAGLE GROUP/METAL MASTERS	T2484E-BS
27	2	INDUCTION COOKER		COOKTEK	MC1800
28	1	CAN OPENER, ELECTRIC	NOT SHOWN		
29	1	BEVERAGE COUNTER			
30	1	EXHAUST HOOD			
31	1	HOT WATER HEATER		PRINCESS	740-T12
32	1	TIMER			

NOVA
NOVA GROUP INC.
ARCHITECTS AND ENGINEERS
6312 HAZELWOOD COURT SUITE 102
HAZELWOOD, MISSOURI 63042 (314) 731-5353

project no. 214123A
drawn by ASM
date 2/11/15
revision 2/27/15
3/16/15
3/19/15

FLOOR PLAN

A-1
sheet 1 of 1

Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Millar Park Trail Renovation, Electrical Work

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. A majority of the project was bid out together, but in order to save cost, City staff has elected to contract with Graybar for electric work. Graybar, an approved electrical supplies vendor, is part of the US Communities approved solution that allows Government customers no cost, non-binding and competitively priced national contracts as a legal option to the three bid process for materials. In addition, Graybar collected competitive bids for the labor-only portion of the work. This project is part of the Millar Park Trail Renovation approved budget of \$275,000.00 for construction.

Graybar provided a price of \$36,102.28 for materials. As noted above, Graybar then solicited prices from contractors to complete the electrical labor work. Below are the prices received:

Contractor	Base Bid
Bell Electric Bid	\$50,901.25
Schaeffer Electric	\$52,908.54
TRE	\$54,973.34

Based on the bids received, the low bid is \$11,960.48 over the current budget of \$275,000. This overage is 4.3% of the total budget price. If approved, these additional funds would be transferred from reserves.

RECOMMENDATION: Based on the above information, it is recommended that the City Council gives authority to the City Manager to contract with Graybar to complete the Millar Park Trail Renovation Project Electrical Work in the amount of \$87,003.53. If authority is given, the MoDNR share will be \$27,450.00 and the City share will be \$59,553.53. The funds for these services will come from account number 01-40-90-8010.

Council Agenda Item Cover

MEETING DATE: April 13, 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

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 \$195,766.37. If approved, the MoDNR share will be \$47,550.00 and the City share will be \$148,216.37. The funds for these services will come from account number 01-40-90-8010.

Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Millar Park Playground Area, Sports Fields, and Parking, Electric Work

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

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

On February 28, 2015, the City entered into an agreement with the Municipal Park Grant Commission for the Millar Park Playground Area, Sports Fields, and Parking Improvements Project. A majority of the project will be bid out together, but in order to save cost, City staff has elected to contract with Graybar for electric work. Graybar, an approved electrical supplies vendor, is part of the US Communities approved solution that allows Government customers no cost, non-binding and competitively priced national contracts as a legal option to the three bid process for materials. In addition, Graybar collected competitive bids for the labor-only portion of the work. This project is part of the Millar Park Playground Area, Sports Fields, and Parking Improvements approved budget of \$539,290.00 for construction.

Graybar provided a price of \$15,200.96 for materials. As noted above, Graybar then solicited prices from contractors to complete the electrical labor work. Below are the prices received:

Contractor	Base Bid
Bell Electric Bid	\$23,256.53
Schaeffer Electric	\$24,531.56
TRE	\$25,526.00

RECOMMENDATION: Based on the above information, it is recommended that the City Council gives authority to the City Manager to contract with Graybar to complete the Millar Park Playground Area, Sports Fields, and Parking Improvements Project Electrical Work in the amount of \$38,457.49. If authority is given, the Municipal Park Grant Commission share will be \$33,072.00 and the City share will be \$5,385.49. The funds for these services will come from account number 01-40-90-8010.



Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Authorize 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;

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

The Midwest Association of Farmers Market proposes to continue to operate the "Midtown Farmers Market in the Loop" (Market) on Saturday mornings from May through the first of November. The proposed location for the outdoor Market again includes 16 parking spaces in the City owned North Loop parking lot (Parking Lot #4), which are immediately north of the existing Market in the Loop facility. A few vendors affiliated with the Market will be located in the Market in the Loop facility.

City Council authorized the City Manager to enter into a one year agreement with MAFM on March 24, 2014. The current agreement is substantially the same as the 2014 agreement.

Attachments:

1: Draft Agreement

RECOMMENDATION: Approval

Facility Use Agreement

This Facility Use Agreement (the "Agreement"), is made and entered into this ____ of April, 2015 by the Midwest Association of Farmers Markets (MAFM) and the City of University City, Missouri, a municipal corporation of the State of Missouri (the "City").

WHEREAS, the City would like to support a farmer's market for the purposes of promoting local commerce, making the freshest produce available to its residents, and providing a dynamic gathering place for local farmers and residents of the City and adjoining areas;

WHEREAS, the MAFM recently began operating the Midtown Farmers Market in the Loop (the Market) on Saturdays at the rear portion of the commercial building (Market in the Loop) at 6655 Delmar Boulevard;

WHEREAS, the MAFM and the City desire to enter into this Agreement to allow the MAFM to expand the current operation onto certain areas of the Municipal Parking Lot #4 in the City of University City;

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, the adequacy of which is hereby acknowledged by both parties, MAFM and the City agree as follows:

ARTICLE 1. Purpose

Section 1.1 The Market will be operated by Deborah Henderson, President and Executive Director of the MAFM. The purpose of this Agreement is to set forth the terms and use for certain areas of the Municipal Parking Lot #4.

Section 1.2 The Market shall be used to (i) promote foods from locally grown producers and regionally branded products that appeal to dedicated Market-goers, (ii) support local farmers, (iii) support local musicians and events, (iv) educate the public about healthy food choices and preparation of local seasonal food, (v) provide a dynamic meeting place for City residents and others to enjoy, (vi) encourage Market-goers to patronize local Loop businesses.

Section 1.3 The overall guiding principle embodied in this Agreement is the mutual desire of the City and the MAFM to maximize the resources of each entity to provide the highest quality Market possible for the constituents of the City and as a shopping destination for the region.

ARTICLE 2. Governance

Section 2.1 Day-to-day Market operations shall be governed by certain rules and regulations (Farmer's Market Rules) set forth in **Exhibit A**, attached hereto and incorporated herein, and shall be under the direction of Deborah Henderson (Market Manager).

Section 2.2 The MAFM represents and acknowledge that the Market shall adhere to all applicable local and State statutes and regulations, City and St. Louis County ordinances, and St. Louis County Health Department Guidelines.

ARTICLE 3. Location and Time

Section 3.1 The Market will occupy designated parking spaces and a portion of the right-of-way in the City-owned Municipal Parking Lot #4, located immediately north of the existing Market in the Loop as set forth in **Exhibit B**, attached hereto and incorporated herein.

Section 3.2 The MAFM agrees to manage vendor parking and assure vendors park only in designated vendor parking area as set forth in **Exhibit C**, attached hereto and incorporated herein. City is not responsible if other cars are parked there prior to the arrival of vendors.

Section 3.3 The MAFM will operate on the City-owned Municipal Parking Lot #4 on Saturdays only. The MAFM agrees to not set-up for the Market before 6:00am. The MAFM agrees to open the Market promptly at 8:00am and close the Market promptly no later than 12:30pm on the Municipal Lot. The Market may stay open later on the "Market in the Loop" property only.

Section 3.4 The MAFM agrees that it will at all-times keep Municipal Parking Lot #4 and the Market facilities in a neat and sanitary condition.

Section 3.5 The MAFM agrees to return Municipal Parking Lot #4, including the area for the farmers market and vendor parking, to normal conditions no later than 2:00pm including, but not limited to, removal of all tents and tables, coolers, barriers, trash and recycle cans, litter, etc.

ARTICLE 4. Use Agreement

Section 4.1 The MAFM shall pay for all expenses related to the Market including marketing, promotions, advertising, etc.

Section 4.2 The City agrees to provide the MAFM with Four (4) Type A safety barriers to be placed on both the east and west sides of the market in the space between the Market in the Loop and the 16 designated spaces in Municipal Parking Lot #4. The City will also provide two (2) "Road Closed" signs. The MAFM agrees to store barricades indoor when not in use and install the two signs and barricades each Saturday by 7:30am. City staff will review and consider approval of the barricade and sign location prior to the start of the first market.

Section 4.3 The MAFM shall pay for all fees and services related to providing portable restroom facilities on-site. A portable facility must be located on an accessible route and in a serviceable location and screened by a fence. Location and fencing must be approved by the City prior to the start of the first market. The portable facility must be serviced after each event, and shall be properly maintained in accordance with all City regulations. The portable facility must be properly secured and/or locked when not in use by patrons and vendors of the MAFM.

Section 4.4 The MAFM shall be responsible for the payment and provision of all utilities to vendors.

Section 4.5 The City shall provide the MAFM with in-kind donations including the use of certain designated areas of the Municipal Parking Lot #4 for the Market (Exhibit B) and for vendor parking (Exhibit C) for the Market season.

Section 4.6 The City commits to provide occasional visits by University City Police.

Section 4.7 The City will provide the MAFM with two (2) 55-gallon trash receptacles and one 96-gallon roll cart for recyclable material. Receptacles must be stored on private property at other times except on Saturdays. The City will service the containers once per week in coordination with the private property owner of 6655 Delmar Boulevard. The MAFM is responsible for seeking permission from private property owner to store containers. Prior to the first operating day (May 2, 2015) MAFM shall provide to the City the location and written permissions of the owner where the trash and recycle receptacles will be stored.

Section 4.8 The MAFM agrees to allow the City to occupy space/booth at the Market for educational or promotional events, as needed. City will be required to give Market Manager a 48-hour notice when the City intends to participate in the Market.

Section 4.9 The MAFM shall be responsible for ensuring all patrons, employees, and businesses using the Municipal Parking Lot #4 have full access to parking areas other than areas shown in Exhibits B and C.

Section 4.10 The MAMF is responsible for ensuring that no vendor uses an open flame in the Market. Any heat source provided within the Market shall be code-compliant and approved by the City.

Section 4.11 The MAFM is responsible for ensuring that no vendor sells or distributes alcohol at any time during the Market, with the following exception. A regional winery, which is considered to be a farm that sells an agricultural product by their State Agriculture Department, is allowed to sample their wines and to sell by the bottle upon procurement of a City Liquor License.

Section 4.12

The MAFM will be allowed to place (2) "Market Today" sidewalk signs at the corners of Delmar and Kingsland Ave. and at the corner of Delmar and Leland Ave. These signs are used to direct patrons to the Public Parking Lot #4. All "entrance" and "sidewalk" signs will only be set out on market day and must be removed when market is over. Signs may not block accessible paths or restrict the line-of-sight for vehicular traffic.

Section 4.13 The MAFM is responsible for ensuring that all musicians and entertainers associated with the operation are in compliance with all applicable City codes regarding noise or the unnecessary calling with the voice for the purpose of attracting attention by the creation of noise or for advertising purposes. A one-time permit (fee waived) for the full Market season shall be obtained from the City Manager for the weekly "Market Music Series." The Market Manager shall provide the

City Manager with a music schedule, hours of use, location of music set-up; and will notify the City Manager of any changes.

Section 4.14 The MAFM is responsible for returning City provided material (barricades, trash receptacles, etc.) no later than one week after the last Market day. Penalties may be charged for items not returned on time. Upon termination of this Agreement, MAFM shall immediately return all City provided materials.

Section 4.15 MAFM shall be responsible for repair or replacement of any City provided materials damaged by MAFM, its agents, servants or employees, vendors or patrons.

Section 4.16 The MAFM shall not permit or knowingly condone any illegal activities to occur on Municipal Parking Lot #4 or the Market facilities during the Market's activities.

Section 4.17 The MAFM shall procure a business license from the City for the operation of the Market; such license fee shall be \$30.00.

ARTICLE 5. Term

Section 5.1 The Market shall operate beginning on May 2, 2015 and continuing no later than November 7, 2015. This Agreement is null and void on November 30, 2015.

Section 5.2 The City has the authority to revise this Agreement at any time, as needed, with a 20-day notice to the MAFM.

ARTICLE 6. Termination

Section 6.1 This Agreement may be terminated by either party for failure to perform or for the breach of the terms of this Agreement. Either party may terminate this Agreement by written notice to the other party thirty (30) days prior to the date of termination. The responding party shall have three (3) days to reply if an effort to rectify or correct the failure or breach is desired. If an agreement to rectify is not reached within seven (7) days, the original date of termination shall stand.

Section 6.2 This Agreement may be terminated without cause by either party by giving written notice to the other thirty (30) days prior to the date of termination.

ARTICLE 7. Services

Section 7.1 The City shall promote the Market through its website and ROARS newsletter.

Section 7.2 The City's Director of Community Development shall serve as the only staff liaison to the MAFM by handling questions or issues that may arise from any department.

Section 7.3 The City and MAFM will allow the use of their logos for advertising by the other party. The City shall review and approve all proposed uses of the City's logo by MAFM prior to its use and dissemination.

ARTICLE 8. Notice

All notices required or permitted under this Agreement shall be deemed served when received by personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

The City:

The City of University City
6801 Delmar Blvd.
St. Louis, MO 63130
(314) 862-6767
Attn: Lehman Walker

MAFM:

Midwest Association of Farmers Markets
P.O. Box 440340
St. Louis, MO 63144
(314) 913-6632
Attn: Deborah Henderson

ARTICLE 9. Liability of the City

Section 9.1 The City shall not be liable for any damage, loss or injury to the person, property or effects of the Market or of any agent, servant or employee of MAFM, vendor or patron of the Market on, in or about the Municipal Parking Lot #4 during the Market activities other than through the negligence attributable to the City.

Section 9.2 MAFM agrees to carry general liability insurance covering the premises herein described in Exhibits B and C, which insurance shall name the City as co-insured. Such policy shall be presented to the City upon request. Such policy of insurance must include coverage for all activities performed at the Market.

Section 9.3 MAFM shall require an agreement that vendors indemnify MAFM and the City for the negligence or intentional acts of the vendors and their agents.

ARTICLE 10. Indemnification

As a condition of this Agreement, the MAFM agrees to indemnify, defend and hold harmless the City of University City and all of its officers and employees against any and all suits, causes of action or claims for injuries, damages, costs and expenses to persons or property, whether public or private, that may arise out of, or be constituting a part of the Midwest Farmers Market, or any activity constituting a part of the Market, or any act, omission or misconduct of the MAFM or agents, representatives, contractors or employees. The MAFM agrees to discharge any and all judgments that may be rendered against the City of University City or its officers and employees in connection with any suit, cause of action, or claim after the judgment becomes final and unappealable.

ARTICLE 11. Assignment

Neither party shall assign, transfer, pledge, encumber or sublease this Agreement, and any attempt to do so shall be null and void.

ARTICLE 12. Relationship of Parties

No agency, partnership, joint venture, employment agreement or any other relationship is created by this Agreement.

ARTICLE 13. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

ARTICLE 14. Integration

This Agreement represents the entire integrated agreement between the City and MAFM, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and MAFM.

ARTICLE 15. Authorization

The City of University City and The Midwest Association of Farmers Markets agree to the above terms and conditions and enter into an agreement for the 2015 Midtown Farmers Market.

Midwest Association of Farmers Markets
DEBORAH HENDERSON,

By: _____
Date: _____
Title: President and Executive Director

CITY OF UNIVERSITY CITY
LEHMAN WALKER

By: _____
Date: _____
Title: City Manager, City of University City

Attachment A



MIDTOWN FARMERS MARKET

Owned and Operated by Midwest Association of Farmers Markets

C/o MAFM, PO Box 440340, St. Louis, MO 63144

Email: midtownfarms1@yahoo.com

Phone: (314) 913-6632

2015 Rules and Regulations

I. Authority

These rules, regulations, and instructions are created at the sole discretion of the Midtown Farmers Market (the "Market") and Midwest Association of Farmers Markets.

- The Market is managed by the Market Manager, who has authority over all Market operations.
- The Market Manager is the sole decision maker for all booth placements.
- The Market Manager has the discretion to limit the items and vendors for each category.
- No guarantee of exclusivity of products is made or implied.
- The Market Manager will not approve any new vendor on Market day.
- The Market Manager reserves the right to verify any farm or facility.
- The Market does not discriminate on the basis of race, sex, religion, national origin, age, color, disability, or sexual orientation.

II. Terms and Conditions of Sales

- Items for sale at Market must be Midwest grown or made. Exceptions are tropical foods like coffee, tea, or chocolate, which the vendor has roasted, blended, cooked or packaged under their own label.
- All items offered for sale at the Market must be first quality, unless they are expressly posted as "seconds".
- All prepared or value-added foods must be prepackaged, labeled with the name, address, and phone number of the vendor, name of the product, and list of ingredients in order of predominance.
- All vendors must post signage stating their business name and location, as well as prices for all items.

III. Application Requirements

All vendors at the Market must provide the following:

- Completed Vendor Application Form (all items to be sold must be listed on Vendor Application.)
- Missouri Retail Sales Tax License
- Proof of Vehicle Liability Insurance (required to operate a vehicle within the Market)
- General Product Liability Insurance

Certain vendors must provide the following:

- Farmers' Market Permits from St. Louis County Department of Health (DOH)
- Document of verification from an Approved Facility
- Any County, State, or Federal Licenses necessary to do business
- Egg license from the Missouri Department of Agriculture
- Temporary Liquor Licenses from Missouri and St. Louis County

IV. Rental and Payment

A "vendor" is anyone renting space on Market Day. How to process payment:

- No vendor shall assign, sublet, or sell their assigned space to another.
- Payment of fees is to be paid by cash, check or money order to "Midwest Association of Farmers Markets"
- Any vendor writing a bad check will be charged \$25 fee per check and future checks will not be accepted.
- Bad check fees must be paid in full prior to renting future space.
- The Market Manager will collect all fees.

V. Setup and Takedown Guidelines

- A Market Space is 10' x 10' tent unless otherwise indicated on application.
- Vendors must provide and set up their own tents and tables.
- Market Setup begins at 6:00am by Manager and Crew. Vendors may begin set up at 6:30am.
- Weekly Vendors must wait to unload inside the Market until a booth is assigned.
- Once unloaded inside the Market, a vendor must immediately move his/her vehicle to the designated parking area for the remainder of the Market. Any exceptions are at the discretion of the Market Manager.
- At no time should vehicles be parked in the fire lane, on curbs, brick area, block any drive lane, entrance or exit to the Market.
- No vehicle may drive in the Market area between 8:00 a.m. and 12:30 p.m. on Market Day.
- Nothing can encroach upon aisle space, common areas, fire lanes, or neighboring spaces. Any exception to this policy will be at the discretion of the Market Manager.
- Vendors must keep the vicinity in and around their selling area clean and orderly at all times and remove all refuse and unsold items at the end of each Market Day.
- Vendors must agree to sell for the entire Market Day and are asked not to leave before then. If there is an emergency, see the Market Manager before leaving and help will be provided.
- Market operation is rain or shine. The Market only closes if there is severe weather or other emergency.
- Any items not removed by closing time will become property of the Market.
- If a vendor cannot attend the Market, the Market Manager must be notified at least 48 hours in advance by Email at midtownfarms1@yahoo.com unless there's an emergency, then call (314) 913-6632.

VI. Daily Operations: Market Hours are 8:00am to 12:30pm

Rights and Responsibilities on Market Day:

- Selling at the Market shall begin promptly at 8:00 a.m. and no selling may take place before this time unless the Market Manager indicates it is okay to begin earlier.
- It is the responsibility of the vendor to warrant, refund, or exchange merchandise that is deemed unsatisfactory.
- No vendor may engage in solicitation, collection drives, political, or religious activities in the Market.
- Vendors may not smoke, drink alcohol, and/or possess or use any controlled substance while at the Market other than beer and wine sold by licensed Market vendors.
- The use of any spark, flame, or fire-producing device is prohibited in the Market without Market Manager's written permission. In some cases a working fire extinguisher and a Fire Permit may be required.
- It is the responsibility of the vendor to provide any/all chairs, change, cash registers or cash boxes, signage, extension cords and covering, tape, decoration, display equipment, tent weights and water for business.
- Drinking water supplied by the Market in coolers is to be used only for customer and vendor drinking.
- Bottled water for making tea or coffee or for food prep must be brought by vendor.
Municipal water for plants/produce is available from an outdoor faucet on the Market Site.
- Vendors shall not allow seepage and leakage of water or fluids from their stands into the aisles, or other vendors' stalls or common areas.
- No vendor shall use false pack (meaning the topping or facing of containers with the best products exposed and poor products concealed underneath).
- No group or person at the Market shall enter into any price agreement, join any organization, or collude with others for the purpose of raising, lowering, or fixing prices of products at the Market, or for the purpose of keeping products at or from the Market.
- All Vendor complaints about other vendors or the market must be made in writing to the Manager.

VII. Health Standards

Only vendors who have valid permits, proper documentation, and are in compliance with all applicable regulations may sell or sample food at the Market.

- Uncut, homegrown raw agricultural products may be sold without a permit.
- Any food items must be displayed or stored at least 6" above the ground.
- No pets or live animals are allowed within twenty feet of vendor stall(s) with the exception of support dogs.
- Sales of frozen or packaged frozen meats are permitted if they come from an inspected source, are labeled properly, and maintained frozen. Fish may be sold frozen or fresh-on-ice. See Food Code for details.

- Potentially hazardous food samples shall be maintained at or below 41°F if cold and above 135°F if hot. All other food samples shall be disposed of within two hours of cutting or dispensing.
- Eggs may be sold if maintained at or below 45°F and the vendor has obtained a license from the Mo Dept of Ag. All eggs must be Grade AA or A. Mechanical refrigeration is required by the DOH.
- The sale of unpasteurized milk products is not allowed.
- All packaged products, baked goods, and canned goods must be processed in an approved facility. An "approved facility" is any place which has been inspected and approved by that area's regulatory authority with current documentation of compliance.
- Packaged products must be labeled with the common name of the product, name, address, and phone number of the producer and list of ingredients in order or predominance.
- All foods on sale or display are required to be protected from contamination.
- Samples shall be kept in approved, clean, covered containers and distributed in a sanitary manner, following the Sampling Guidelines. No bare hand contact with ready-to-eat food is allowed.
- Food for samples shall be washed clean with potable water.
- If sampling, immediate access to hand washing facilities is required by vendors.
- Utensils and cutting surfaces shall be smooth, non-absorbent, and easily cleanable or disposable.
- Refer to the St. Louis County DOH's Farmers' Market Guidelines for comprehensive permit information: <http://www.stlouisco.com/HealthandWellness/FoodandRestaurants>
- Permits are processed at the STL Co DOH Headquarters, 6121 N. Hanley Rd, St. Louis MO 63134. Program Manager: Carrie Dickhans, 314-615-8900, CDickhans@stlouisco.com

VIII. Non-Food Vendors

Artists and Crafters may be vendors and are not to comprise greater than 20% of the Market by capacity.

- Artists/Crafters must be the approved vendor and present on Market days as the seller.
- The handcrafted component of an art or craft piece must dominate the work; any commercial component must be transformed in a way that makes it original and unique.
- Handmade clothing must list fabric content and care instructions.
- Handmade jewelry must list all metals used.
- No art or crafts may be sold on consignment or wholesale.
- No art or crafts may be sold which are commercially produced or were assembled from commercial kits.

IX. Not-for-Profit Organizations

- May lease space on an "as available" basis at a reduced rate.
- Not-for-Profit organizations must provide proof of their not-for-profit status.
- Not-for-Profit organizations requesting to sell handcrafted items, baked goods, or packaged foods must comply with all standards and requirements listed above.
- To distribute literature, register individuals or take a survey, a vendor in this category must have express written consent from the Market Manager.
- No soliciting or receiving of donations is permitted.

X. Liability and Indemnity

- As a condition of this Agreement, Vendor shall indemnify, defend and hold Midwest Association of Farmers Markets("MAFM") , Rodan Management, and University City; their employees, agents, or officials harmless from and against liability, claims, demands, whether public or private, arising out of or in connection with any act, omission or misconduct by their, its employees, vendors, attendees or its agents.
 - And any claim arising in connection with any activity done by, or on behalf of MAFM, Midtown Farmers Market, University City, or Rodan Management are hereby released from any responsibility/liability for loss or damage of merchandise while it is stored on site at the Market's location.
 - These provisions shall survive the expiration of this Agreement.

Vendor's signature on the application verifies that they have read, understood, and agreed to all of the 2015 Midwest Association of Farmers Markets and Midtown Farmers Market Rules and Regulations.

ATTACHMENT B

Location of Midtown Farmers Market



Designated Farmer Market area only

ATTACHMENT C

Location of Vendor Parking



Vendor parking



Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Human Resource and Payroll

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: In January 2015, the City issued a RFQ seeking vendors to supplement the City's Human Resource and Payroll service capability. The City is selecting a company to provide the expertise and the added value in Human Resource and Payroll services, which will result in a cost reduction and reduced staff time.

The objective is to process payroll in an accurate timely manner with minimal adjustments required, which ultimately would save staff time. In addition, the use of Biometric Time Clocks would streamline data collection (hours worked), increase accuracy, reduce overtime expense, reduce costs of absenteeism, and minimize compliance risks.

Three companies submitted proposals:

- AccuPay
- ADP, LLC
- Integrated Payroll Services

ADP, LLC offers robust time and attendance capabilities along with FLSA (Fair Labor Standards Act) implementation; direct integration with payroll; employees are empowered with self-service capabilities; move away from paper-dominated processes; and ensure compliance with tax filings and accurate wage payments.

The end result would be a reduction of costs, reduced staff time, reduced overtime expense, minimize compliance risks, and increased accuracy. Finance will delete a vacant position, which will cover the costs of this contract.

RECOMMENDATION: Staff recommends that ADP, LLC with an estimated cost of \$75,000/annually be awarded the contract for Human Resource and Payroll services.

ATTACHMENTS: RFQ Human Resource and Payroll Services
ADP, LLC Proposal
AccuPay Proposal
Integrated Payroll Services Proposal

**Request for Qualifications
for
City of University City
Human Resources and Payroll Services**

January 2, 2015



**Submission Due Date: January 16, 2015
12:00PM**

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1. General Information

Request for Qualifications Notice

Notice is hereby given that the City of University City (the "City") will accept proposals for HR/Payroll Services from qualified vendors. Proposals are due to:

Tina Charumilind, Director of Finance
6801 Delmar Blvd.
University City, Mo 63130
Phone: (314)-505-8547
Email: tcharumilind@ucitymo.org

All questions and requests for clarification should be submitted by email to the Director of Finance no later than January 8, 2015. All responses will be sent to each proposer who has been mailed a copy of this Request for Qualifications.

You are invited to submit your Proposal for HR/Payroll services based on the information contained in this document. The City reserves the right to accept or reject any or all proposals and to waive formalities and select the service provider that best meets the needs of the City and its employees. The City's objective is to select a service provider who will provide the best possible service while meeting the Request for Qualifications and vendor qualifications. The City is not obligated to award the contract based on cost alone.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from vendors, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves to the sole right to evaluate the qualifications submitted, waive any irregularities, reject any respondent's proposals and select the firm that, in its judgment, will provide the most satisfactory service.

This contract is subject to approval by the City Council upon the recommendation of the City Manager.

Timeline

RFQ responses are due by 12:00pm on Friday, January 16, 2015. Payroll and time and attendance services are expected to transition on July 1, 2015. The table below outlines the City's anticipated schedule. These dates are subject to change.

RFQ issued	January 2, 2015
RFQ due	January 14, 2015
Meeting/ Agreement	January 19, 2015
Final Vendor Selection and Approval	January 21, 2015
Effective date of payroll processing	July 1, 2015

Organizations awarded the business shall submit an action-plan and timetable for assuming responsibilities to the City within 10 days of approval of the contract.

Objectives

Through outsourcing, the City seeks to increase compliance, improve service and lower costs. Lower costs could be accomplished through direct savings, reduction of costs, reduced staff time, or a combination of all of the above.

In addition, we have the following objectives:

- To process payroll on time and accurately with minimal adjustments required by the employee or employer due to errors.
- To automate data collection and approval functions, so that common tasks or requests such as time entry, benefits enrollment/changes, address changes, pay changes can be entered directly by the employee or manager and approved electronically.
- To have a one-stop shop for all employment-related transactions: hiring, time and attendance, status changes, benefits, training enrollment, etc.
- To provide leaders and employees direct access to employment-related data and workforce management tools so that they can use this information in decision making.
- To remain compliant with legal requirements.

We are looking for a solution that is:

- Intuitive to understand by administrators and end users.
- Flexible so that we can handle routine changes to our data or processes, such as adding a field, creating a report, or workflow process, with minimal outside assistance or fees.
- Sophisticated enough to handle time and attendance and payroll functions for municipal fire and police departments.
- Capable of handling multiple job pay rates and codes for multiple departments.
- Reflects our complex organizational structure in a way that allows us to access or report data easily and in a variety of combinations.
- Requires limited support from IT function. Upgrades would be included as part of the service.

We are looking for a vendor that will:

- Provide best practices in HRIS implementation.
- Serve as our “specialist” and provide relevant technical and legal updates.
- Enable us to achieve automation and self service more rapidly than possible under our current arrangement.
- Provide us with a seasoned implementation team that will assist us in making an orderly transition.
- Provide us with a reliable customer service center with experienced, informed staff that can respond to our questions within minutes. We would prefer an assigned service team.

Functional Priorities

The successful vendor will provide a payroll and time attendance solution. In addition, the vendor will provide human resources capabilities that include benefit and compensation management. The system should also include employee and manager self service.

The City is interested in a human resources solution that incorporates applicant tracking, safety management and training management.

Evaluation Criteria

This RFQ is not intended to favor any vendor. It is solely designed to provide the best value to the City in meeting organization needs. The proposals will be evaluated by City Staff directly. The City, at its sole discretion, will determine whether to hold discussions with the proposers who are in a “competitive range” or to recommend that the contract be awarded without discussion on the basis of the proposal submitted. The evaluation team will review each proposal based on the following criteria:

Application Functionality and Provided Services

Each service provider will be asked to respond to the functionality requirements outlined in this RFQ. The evaluation team will review the responses relative to the priority assigned to that functional requirement. Service providers do not have to meet every functional requirement to remain in consideration. The evaluation team may waive or modify a functional requirement at its discretion. The evaluation team will also be reviewing the general user interface of the system in terms of intuitiveness and simplicity.

Implementation Costs and Service Fees

The evaluation team will be looking for the best value in terms of cost, service features and qualifications. The evaluation team will give higher weight to service providers who can meet the functional requirements with a standard service fee. It is also important that system upgrades are included as part of the standard service fee.

Support Services

The evaluation team will be looking for a seasoned implementation team that has experience with complex payrolls. Initial set up and training will be critical factors in our ability to deliver desired results. The evaluation team will review the support documentation provided in conjunction with the contract for service. In addition, the evaluation team will be interested in the level of support provided after the implementation period. It is important that the service provider demonstrate that they can provide trained support staff for operational concerns over extended business hours. It is also important that the support services provided include sharing technical/legal updates and best practices.

Level of Integration

Preference will be given to those vendors offering a fully integrated suite of products. Preference will also be given to those products that eliminate redundant entry and allow the City to maximize the potential of employee and manager self-service. Preference will be given to vendors who are able to seamlessly interface with the New World Systems.

Project Implementation

To be successful, the City will need a strong relationship with the service provider during the implementation process. Preference will be given to those organizations that show strong capabilities to implement and support all functions within the product. The City will also consider the implementation plan, the overall timing and duration of the project, and the technical capacity and experience of the vendor.

General Conditions and Stipulations

Indemnification and Workers' Compensation

The service provider agrees that if the contract is awarded to their institution, the institution shall defend, indemnify and hold harmless the City, its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the service provider's acts or omission in the performance of the duties required under the contract.

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the service provider as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The service provider is to be and shall remain an independent contractor with respect to all services performed under this contract. The service provider represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the service provider or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the service provider, its officers, agents, contracts or employees shall in no way be the responsibility of the City; and the service provider shall defend, indemnify and hold the City, its officers, agents, and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.

Nondiscrimination

In the performance of this contract, the service provider shall not discriminate on the grounds of or because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age against any of its employees, subcontractors or applicants for employment. The service provider shall include a similar provision in all contracts with subcontracts to this contract.

Miscellaneous

The service provider agrees to at all times observe and comply with all relevant laws, ordinances, regulations, and codes of the federal, state, and local government which may in any manner affect the preparation of proposals or the performance of the contract.

Instructions

Service providers can respond to the Request for Proposal by completing the information requested in *Section 3: Required Vendor Information* which includes system requirements, service, organization information, references and pricing. Responses should be typed directly on the electronic version of the RFQ and returned with attachments.

2. City Background

Overview

One of the main objectives of Human Resources administration is to recruit and retain the best qualified persons available. The department provided a range of services in order to keep filled approximately 250 full-time positions, as well as approximately 25 part-time, and 75 seasonal and summer positions. Since January 1, we've hired 23 full time employees. In that same time frame we've processed out 25 full time employees due to retirement, voluntary and involuntary termination.

The City provides an employee tuition assistance program providing up to \$500 per year for job-related courses (\$900 for uniformed fire personnel). Each year, a number of employees take courses at local educational institutions. Police officers and firefighters received training in technical law enforcement, fire prevention or emergency medical care.

The City provides and maintains an array of benefits available to employees including: medical, dental, vision, and life insurance, pension, employee assistance program, 401/457 deferred compensation plans (including loan provisions), Family Medical Leave, Long-Term Disability, Flexible Spending Accounts, Workers' Compensation, and COBRA. Effective July 1, 2012 the City began offering AFLAC benefits, which are voluntary benefits designed to complement our benefits package.

Compensation

Employees are paid on a bi-weekly basis with the first day of the pay period being a Wednesday and the last day being a Tuesday.

Generally, the City has relatively complex pay rules that reflect the breadth of its operations. A current list of deductions, benefits and accruals can be found in the attachments.

Benefits

Benefit eligibility is determined by employment status. Benefit eligible employees have the same health-related benefits. However, leave benefits do vary within the regular full-time and regular part-time employees. The Police and Fire Departments also have additional benefits.

Current Software

The City uses New World Systems software for its ERP and financial needs, as well as related support services. The City is actively using the payroll capabilities.

Function	Current Software
Payroll	New World Systems
Time and Attendance	N/A
HRIS	N/A
Applicant Tracking/Career Center	N/A

Roles and Responsibilities

Employee life cycle management is currently a joint responsibility of the finance and human resources divisions. The City employs one full-time payroll manager. Finance is primarily responsible for payroll and for entering and maintaining the data within the City's accounting system. Human Resources is responsible for compensation, benefits and staffing. Human Resources maintain some duplicative employment data in its own spreadsheets and software systems.

Human Resources must provide accurate, timely information to finance when there are payroll implications. This is generally done with paper forms or spreadsheets. Finance enters and processes the data for payroll purposes, and pays related tax and insurance provider bills.

It is the City's intent to centralize payroll within the human resources division in conjunction with the software and process changes expected as part of the new vendor relationship.

Time Entry

Most City employees manually keep their time which is then entered into New World Systems by designated persons in each department. Some hourly employees use a time clock.

3. Required Vendor Information

System Requirements

Provide a brief description in each section. Also note the software product or upgrade necessary for the functionality, if it is different than your base/core product. If multiple solutions are available, attach product comparison sheets.

Requirements	Vendor Response Yes/No
Ability to interface with our financial module.	
Ability to import and export data from Microsoft Word, Excel and Access.	
System allows unlimited history. Does this require archiving records?	
Ability to "effective date" transactions, both in the past and	

future.	
System requires a single login to access all modules.	
Ability to make software adjustments or add additional customization to the software as needed.	
Ability to attach documentation to an employee's record.	
Ability to create and populate Custom Fields	
Ability to store a blank electronic form.	
Ability to store completed electronic forms with an individual employee record.	
System has conditional workflow capability (i.e.: approve/not approve)	
System can use email to communicate with employees or administrators for the purpose of workflows.	
Ability to establish notifications or triggers within the system.	
Ability to reverse deletions or additional confirmation is present when a deletion is requested.	
Ability to code reasons for changes to the system.	
Ability to provide global employee tracking and payroll processing.	
Ability to provide service and support for global processing in both the native language as well as English.	
Ability to provide consolidated reporting and dashboards across global entities.	
Security	
Requirements	Vendor Response Yes/No
Ability to restrict access to specific functions, files and data elements based on user profile or workstation ID.	
Ability to restrict users from viewing and/or editing at the field level.	
Ability for the City to manage system access without relying on the vendor.	
Ability to set up "mass" security profiles by employee group.	
Self Service	
Requirements	Vendor Response Yes/No
Self service offers "real time" integration with payroll/HR.	
Ability to customize information, reports and workflows offered through self-service to different employee groups.	
Ability to brand self service screens.	
Ability to offer reports through manager self service.	

Ability to access self-service from remote locations.	
Ability to establish links to other websites.	
Reporting	
Requirements	Vendor Response Yes/No
Ability to create customized reports with minimal training or vendor support.	
Ability to run reports based on past, present or future/"effective" dates.	
Ability to report or track changes made on the system with user name and date (audit report).	
Allows users to use a drop down menu when creating reports.	
Ability to view, on one screen, all of the fields related to an employee for the purpose of creating reports.	
Ability to create report templates.	
Ability to create custom reports using any fields available in the modules.	
Ability to save or export reports to Excel, PDF, Word, etc.	
Ability to display dashboards showing organizational metrics for analytical decision-making and insight.	
Access to geographic and industry-specific benchmarks related to organizational metrics.	
Payroll	
Requirements	Vendor Response Yes/No
System automatically calculates overtime.	
Ability to assign OT for hours worked over 8 per day <u>or</u> over 40 per week or to account for other non-conventional OT for fire and police departments.	
Ability to add additional pay in the form of lump sum payments or hours.	
Ability to calculate weighted average OT.	
Ability to see different types of premium pay* (e.g. mobile pay) listed individually on pay statement.	
Ability to pay fixed premium pay amounts on a daily, weekly or monthly basis.	
Ability to see overtime pay listed as a separate item on pay statement.	
Ability to calculate automatically OT when pay premiums are present in addition to base pay.	
Ability to calculate benefits based on base pay when premium pay is present.	

Ability to leverage past employee data for a rehire.	
Ability to easily flag or identify who is still active in the system but not receiving pay.	
Ability to store multiple rates of pay on the master file.	
Ability to assign time automatically to multiple business units by employee.	
Ability to have information sorted by week not just by pay period.	
Ability to handle multiple time-off accrual systems.	
System automatically calculates and posts leave accruals.	
Ability to void checks by number and reversals are shown in the general ledger in “real time”.	
System automatically handles garnishment calculation, prioritization and pay.	
Ability to print two signatures on the pay check.	
Ability to process pay/manual checks outside of the normal pay cycle.	
Allows data processed outside of payroll to be automatically posted to the general ledger.	
Ability to void and reissue checks.	
Allows employees to update home address, W-4s through self service.	
Ability to handle special taxation rules for non-cash benefits such as long term disability, group life insurance and community center memberships.	
Ability to exclude pay types from eligible earnings for calculations.	
Time and Attendance Schedules	
Requirements	Vendor Response Yes/No
Ability to create, store and update individual employee schedules.	
Ability to request and approve time off or leaves in advance.	
Ability to pre-populate time with approved time off, leaves and holidays.	
Allows supervisor to make changes either to the schedule or reported time.	
Ability to create an employee time off/leave calendar by group, division or department. Is this available through manager self-service?	
Allows supervisors of employees with multiple positions to see all schedules associated with employee.	

Supervisors can view schedules within their workgroup and by employee.	
Ability to import schedules.	
Ability for schedules to populate the employee's time card.	
Time Tracking	
Ability to track hours worked by day.	
Ability to set standard hours or schedules so that employees only enter exceptions.	
Ability to require employee to associate time worked with business unit, budget code, job code, project number or pay type...ideally with a customized drop down menu.	
Ability to set default job codes, business unit codes or project codes in system.	
Ability to set a time frame and review both days and hours worked for FLMA, Workers Comp, mid period pay changes.	
Ability for managers to view, for a specified period of time, hours worked by employee, budget code, job code, organization level and/or pay type.	
Approvals	
Allows for multiple individuals to approve time electronically.	
System generates automatic reminders to employees to approve or enter time.	
Allows for time approval by multiple supervisors when the employee holds multiple positions.	
Ability to flag leave time, comp time and OT for approval.	
Allows manager or administrator to override time entries.	
Ability for shift leader to enter or approve OT and unscheduled leave at the end of a shift.	
Overtime and Pay Rules	
Allows the employee to choose compensatory time in lieu of OT and allows the employee to use compensatory time in lieu of leave.	
Ability to flag hours scheduled or entered in excess of 40 when an employee is working multiple positions.	
Ability to flag supervisors when PT employees approach OT.	
Ability to handle complex pay rules with regard to overtime and specialty pay that vary by work group.	
Ability to calculate weighted average OT.	
Ability to handle OT when it is both paid for hours in excess of scheduled hours for the day <u>or</u> hours over 40 in a week.	

Other	
System includes audit trail for entry changes.	
Allows time entry on-line and through time clock.	
Allows managers to apply filters when viewing time entries.	
Ability to capture time remotely either through the web, phone or wireless device.	
Allows time history to be maintained.	
Allows supervisors and administrators to run exception reports.	
Organization Information	
Requirement	Vendor Response Yes/No
Ability to track and run standard EEO report.	
Ability to export data to create organization charts.	
Ability to track and organize employee data based on: <ul style="list-style-type: none"> • Department and/or division • Manager • Budget Code • Employment location 	
Ability for managers to update organization information online, such as reporting relationship or location, with approval.	
Ability to support employees that hold multiple positions with different department and pay rates.	
Ability to create FTE reports.	
New Hire	
Requirement	Vendor Response Yes/No
Ability to forward information from career center HRIS module (or third party career center software) into main HRIS system so data does not need to be reentered.	
Ability to create a new hire workflow that enables human resources to notify, assign tasks, or collect data from multiple parties in the event of a new hire.	
Ability to enter new hire data before start date or start of payroll period (effective dating).	
Allows new hires to enter information via a web portal prior to start date.	
Ability to store and sort by multiple hire dates (i.e.: date first hired, date first obtained "regular" employment status).	
Ability to track pre-employment process activities such as drug testing, physicals and background checks.	
Ability to run a report of new hires prior to their start date.	
Employee Termination	

Requirement	Vendor Response Yes/No
Ability to track termination by reason, date, rehire eligibility and COBRA election.	
Ability to archive terminated employee information indefinitely.	
Ability to enter and track performance-related notes on an exiting employee.	
Ability to maintain information on property issued to an employee such as laptops, keys etc. so that this property can be collected.	
Ability to track multiple hire and termination data for a single employee.	
Ability to create a termination workflow that enables human resources to notify, assign tasks, or collect data from multiple parties in the event of a termination. For example, to notify and record that computer access has been disabled.	
Time Off/Leaves of Absence	
Requirements	Vendor Response Yes/No
System automatically updates PTO (or vacation/sick accruals) based on pre-established criteria. Ability to assign accrual criteria (or tables) to individual or groups of employees.	
Ability for employees and managers to directly view PTO amounts earned and taken, and the dates on which the accruals were used.	
Ability for employees to request time off through self service. Managers can approve or deny request through self service.	
Ability for employees and managers to view future accrual balances based on a point in time.	
Ability to hold approved time off requests until appropriate pay period. Approved time off automatically pre-populated in time and attendance.	
System automatically flags time off requests for both the manager and the employee when the employee will not have the required accrued amounts. Ability to require additional approval from human resources.	
Ability to track leave type and dates as part of each employee's record.	
Ability to produce reports on leaves by organization, department or employee.	
Ability to track FMLA by individual on a rolling calendar year.	
Ability to do multiple coding for leave hours. For example, time off could be coded both as PTO and FMLA.	
Ability to request and approve leave of absence (such as FMLA)	

electronically, including necessary legal notices.	
Ability to set leave accrual maximums and to flag the employee when he or she is approaching leave maximum.	
Ability to map all of an individual employee's time off/leaves during a specified period and in a calendar format.	
Benefits	
Requirements	Vendor Response Yes/No
System updates payroll deductions on benefit election effective date.	
Ability to automatically determine eligibility based on user-defined rules such as employment status, pay plan or job code.	
Ability to automatically update premiums for age/salary driven benefit calculations.	
Allows employee self-service for: <ul style="list-style-type: none"> • Viewing employee's current plans and covered dependents • Viewing related information such as summary plan documents • Viewing plan comparisons • Viewing educational tutorials • Links to carrier website • Displays only the benefit plans for which the employee is eligible 	
Allows for on-line enrollment for new hire, annual open enrollment and qualifying events.	
System saves partial benefit enrollments until completed.	
Ability to notify HR for approval when an election change has been made.	
Allows benefit costs to be set up for the new benefit plan year while still processing costs for the current year.	
System automatically reminds employees to enroll if they have not completed the enrollment process by a specified date.	
Ability to establish benefit-related workflows.	
Ability to tag benefits as pending/ approved/not approved when medical certification is required or qualifying event must be approved.	
System notifies administrator when new hire enrollment is complete.	
Ability to track who has completed or not completed open enrollment.	
Allows employees to add or delete dependents.	
System confirms enrollment or changes to benefits.	

Ability to generate a “total rewards” statement.	
Ability to archive previous enrollment history.	
Allows employee to calculate the monthly deduction amount based on enrollment.	
Ability to create reports showing enrollment by benefit type for insurance carriers or TPAs.	
Ability to create benefit premium reports.	
Ability to run reports on dependents.	
Ability for system to feed insurance carriers Masterfile and deduction information electronically (eliminate duplicate data entry to be sent to providers)	
Can the system identify a mismatch between eligibility or demographic characteristics and benefit enrollment, and alert end users or administrators? For example: <ul style="list-style-type: none"> • An employee’s dependent reaches an age when they are no longer eligible for insurance. • An employee’s employment status has changes (FT to PT) and they are no longer eligible for benefits. • An employee is promoted and now qualifies for additional employer-paid life insurance. 	
Compensation and Performance Management	
Requirements	Vendor Response Yes/No
Ability to store compensation range information as part of the employee record.	
Ability to store step compensation ranges. For example, minimums, maximums, midpoints (or steps).	
Ability to do mass updates of base pay by employment status.	
Ability to assign start and stop dates to different types of premium pay.	
Allows employees to access current compensation and compensation range/plan information via self-service.	
Allows managers to access compensation data for employees and to run reports.	
Allows managers to view general compensation plan structure.	
Allows HR to set up compensation policies providing managers budgets and pay increase suggestions based on performance and current comp-ratio or salary structure.	
Ability to produce compensation notification documents for employees.	
Allows HR, manager and employee to track pay history.	

Ability to track performance reviews, both due date and date completed.	
System automatically notifies a manager when a performance review is due and overdue.	
Ability to complete annual goals and results (performance reviews) online.	
Ability to store performance review documents as part of the employee record.	
Ability to store discipline data as part of the employee record.	
Career Center/Applicant Tracking (optional)	
Requirement	Vendor Response Yes/No
Ability to post positions on career websites in one step.	
Ability to customize on-line employment application.	
Ability to track applicants to open requisitions.	
Allows an applicant to be a candidate for multiple requisitions.	
Ability to search applicant database based on key words or criteria.	
Allows candidates to upload multiple documents or scanned images during application process, such as resume, cover letter or veteran's preference form.	
Allows an applicant to update a previously submitted application to apply for future openings.	
Ability to easily create customized questions for individual requisitions in addition to the standard application.	
Ability to establish access for managers to directly view, comment and respond to applicants.	
Ability to communicate with applicants via email using established templates. For example: turn down notices.	
System automatically generates notice to user upon enrollment and when application is complete.	
Ability to track human resources or manager notes in the system.	
Ability to archive applicant information after the requisition is filled or process is complete.	

Service

Describe your approach to implementation. Provide a sample implementation timing and action plan for the City.

Who would be assigned to the implementation team? What is their experience and background?

Do your employees do training and the implementation or is a 3rd party involved?

What is the training process for the first payroll run?

How many parallel runs do you perform?

Describe your support center operations, including hours and location. What is the average tenure of your support center staff? Would the City be assigned an account representative for support? If yes, what is their experience and tenure? How is back up support handled?

What type of technical training do you provide to ensure that your clients remain abreast of regulatory changes with regard to payroll?

What type of training do you provide to ensure that your clients are aware of best practices and technological upgrades?

How are clients notified of system issues or downtime? How much down-time have you experienced over the last two years? Describe how you handle technological upgrades with your clients so that down time is minimized. Please attach all necessary and available SAS70 documentation.

What written documentation is provided with your service? What type of information is available on your website?

How is the quality of your support center monitored? Describe any formal quality programs you have in place. Review any available quality or performance data. What percentage of service calls are resolved upon first contact? If a call is not resolved, what is the process to resolve the issue?

What types of issues are routinely resolved through service calls? What types of issues are likely to result in additional service charges?

What is the ratio of support center staff to clients? On average, how long do clients have to wait to have a call answered?

Do you facilitate a user group? How does the user group function?

The City experiences significant fluctuations in seasonal hiring. How would your system help us to effectively and efficiently manage adding and removing these individuals from payroll? How does your system leverage past employee data for a rehire?

Does your organization specifically handle deposit and filing of taxes and processing of W-2s or is it handled by a 3rd party? Does your organization file state unemployment insurance reports and quarterly tax returns (941)? Is this included in the base service or an additional fee?

General System Requirements

It will be necessary for the payroll data to interface with the City's general ledger. What would be required from us to make this successful? Once this interface is established, who is responsible for maintaining the integrity through system upgrades etc.? Would the City have on-site flexibility to update the mapping tables? Is a tool available to drill down/analyze data posted to the general ledger?

How do you handle system upgrades? Are upgrades included in the basic agreement or are additional fees assessed?

What type of customization can clients do without incurring additional fees?

Who has responsibility for maintaining customization changes? Will customizations be overwritten in an upgrade?

Describe the integration between the payroll, time and attendance, and human resources modules.

How much history can be maintained in your system and is the amount consistent across modules/applications?

What functions within your software are accessible via the web?

What support would be required from our IT department?

How do you assist organizations in rolling out self-service? What training would be available to employees and/or managers?

To what degree can your self-service interface be customized?

Reporting

Describe how the reporting writing tool works. Is the same tool used in all modules or do the reporting tools vary?

What special features and functions make your product distinctive in general query and analysis?

Describe how your report writer can filter data in multiple ways using any field? Can data be sorted by both financial parameters (business unit, budget code) and human resources parameters (organization level, job code)?

Describe the system's ability to format reports. Does the data have to be exported to a Microsoft Office product before formatting can occur?

Time and Attendance

Are time and attendance and payroll part of the same system? Separate modules? Separate software programs? How is full integration achieved for the customer?

If time and attendance is a separate software program, is it covered under the same terms of agreement regarding customization and upgrades? Does it have a common self service user interface with the payroll/hr software? Is only one password required for both software applications?

Describe how the time and attendance system can be used to effectively and efficiently monitor time in a municipal environment.

Describe how the time approval process is handled.

How much down time was experienced by your time and attendance system in the last two years? How was this managed to minimize disruption to the end users?

The City's benefits are effective date of hire. How would your system handle mid-month enrollments?

How would the system assist the City in reconciling insurance bills or contributions due to third party administrators?

Describe your 3rd party benefit connections and how data flow is managed?

Organization Information

Give a brief description of your organization's mission and business model. Indicate whether the business is a parent or a subsidiary in a group of companies.

Where is your company headquartered and where is the closest facility to the City?

What is your primary business focus? When did you enter the payroll/HR outsourcing business?

What percentage of revenues does this business represent?

Has your company received any awards? How do you distinguish yourself from the competition?

Describe your client base for payroll and HR services. What is the average size of your client? What is your client retention rate? On average, how long do your clients remain with you?

What have your average annual sales been in the last five years? Has the company incurred an operating loss during this period?

Describe your organization's approach to research and development? What percentage of annual revenue is reinvested in research and development of new technologies? Describe new technologies you have introduced in the last three years.

Security/Hosting

Describe your approach to system security. Have there been any significant company security breaches in the last five years? How do you handle security breaches?

What happens when the system is accessed by someone without rights? What password authentication controls are utilized?

How do you deliver your software? Is it software as a service?

Where is our data retained? Do you own your data centers?

Is there a back-up data center? If so, is that owned by your organization or contracted to another vendor?

What level of security are the data centers?

What security measures do we need to prepare for?

References

List any relevant clients within the same industry and client size that you work with. Provide contact information for at least two organizations.

List two local clients of a similar size that have recently transitioned to your organization for payroll processing. Provide contact information.

Pricing

Describe implementation and service fees for the desired functionality as outlined in the RFQ.

Describe any items that would require additional fees and the estimated cost for those additional services.

How long would the proposed fee structure remain in place?

Describe how your standard contract is structured.

What fee increases have your clients experienced over the past five years?

Attachments Required

List or attach standard reports provided through your system.

Attach a formatted report that was created using your system that includes an organization logo.

Attach a payroll exception report generated from your software.

Attach a payroll report that shows all deductions, benefits and accruals by employee in a pay period.

END OF RFQ – ATTACH ANY SUPPORTING DOCUMENTATION ACCORDINGLY



**RESPONSE TO REQUEST
FOR
QUALIFICATION FROM ADP, LLC**

January 16, 2015

City of University City
Tina Charumilind, Director of Finance
6801 Delmar Blvd.
University City, MO 63130

Dear Tina:

We are pleased to present the City of University City (the "City") with a proposal for ADP Workforce Now, ADP's integrated solution designed to meet the needs of your organization and help you focus on what matters – your business, your employees, and your bottom line.

Municipalities of your size generally have lean HR departments with multi-disciplined professionals that span across HR, payroll, benefits, time and labor management (TLM), talent management, recruiting, etc. This creates significant challenges for organizations struggling to access scalable technology and professionals as-needed. The need for both bandwidth and HR expertise to meet various compliance and human capital needs has driven demand for SaaS (Software as a Service) technology.

As the City prepares for the future, tackling new markets, expanding staff, or taking a fresh look at existing processes, you need productivity tools that can keep pace with your plans.

ADP Workforce Now is the flexible and comprehensive solution that will give you the power to compete...with companies of any size. Think of ADP Workforce Now as the catalyst for whatever lies ahead. In one place, you will find everything you need to make sure your payroll, HR, and time and attendance are working together in unison. We will take care of the here-and-now details, so you can look ahead to the future.

ADP's Mission

Our Mission is to add value to our clients by making available a broad range of premier, mission-critical, cost-effective transaction processing and information-based business solutions in selected markets on a global basis.

ADP has provided payroll and payroll related services to employers for over 50 years. Today, more than ever, new technologies and processes are shaping the way virtually every industry does business. At ADP, we continue to develop innovative products and services to help our customers save valuable time... make the most of their employees and resources... and boost their bottom line. This solutions-oriented approach has helped us become the world's leading provider of computerized transaction processing, data communications and information services.

Information contained in the response is ADP confidential information, and may only be used by company in the context of evaluating our services and may not be disclosed to any third party (or posted in a public website) without our prior written consent.



Confidentiality

The information provided by ADP in this proposal is and remains confidential and proprietary information of ADP, and may be used by you solely in connection with your consideration of ADP's proposal and, if a contract is subsequently executed by the parties, in connection with the receipt of services from ADP. In no event will you disclose the information provided in the ADP proposal to any third party except as may be required by law. The foregoing restrictions on use and disclosure will not apply to any information (1) known to you without an obligation of confidentiality prior to receiving the ADP proposal; (2) in the public domain at the time of receiving the ADP proposal; or (3) obtained by you from a third party who did not receive the same directly or indirectly from ADP.

Award of Contract Disclaimer

All information contained within this proposal, including the supporting documents are materially factual and accurate. Please note however, since proposals contain general descriptions of our products and services, it is not a legally binding document and ADP will only provide services pursuant to our terms of service, a copy of which is included with this response. If ADP is awarded the contract we will do our best to address your specific needs in our terms of service. Furthermore, the submission of this proposal does not constitute an acceptance of terms and conditions set forth in the Request for Proposal for the City and does not constitute a waiver of any and all objections to terms and conditions of the RFP.

We appreciate your consideration of ADP. Upon review of our proposal, we are confident that you will agree that only ADP can provide the tailored approach and customer-focused commitment critical to delivering a new level of value to the City.

Sincerely,

Dan Cooper

Dan Cooper
314-525-3216 (o); 314-302-2598 (c)
dan.cooper@adp.com

Information contained in the response is ADP confidential information, and may only be used by company in the context of evaluating our services and may not be disclosed to any third party (or posted in a public website) without our prior written consent.



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EXECUTIVE SUMMARY

WHO WE ARE

Whether your company has one employee or hundreds of thousands, rely on ADP to increase your productivity with cost-efficient, easy-to-use solutions that fit your needs. More than 620,000 companies trust ADP to manage their HR/Payroll and benefit administration with unparalleled service and related compliance expertise.

BENEFITS OF ADP

Broadest Offering: ADP offers the widest range of HR, payroll and benefit administration solutions to help you meet the extensive demands of your company – all from a single source.

Flexible Solutions: ADP has easy-to-use, flexible solutions and technology that fit companies of every size.

Cost-Effective Solutions: ADP offers cost-effective solutions to manage your HR, payroll and benefit administration providing you with superior value.

Compliance Support: ADP offers you unrivaled support in assisting you with your compliance needs.

World Class Service: ADP offers you the most qualified and accessible service ensuring your business needs are always met. ADP's proven implementation approach maximizes client satisfaction by helping you get up and running quickly – so you can realize the power of Workforce Now as soon as possible. ADP's commitment to world class service separates us from our competitors. That commitment enables us to provide a world class solution that clearly validates the decision of employers of every size and from every industry to outsource to ADP.

Save on Ownership Headaches with ADP Hosting Services: ADP's Hosting Services remove the day-to-day burden of IT management by assuming total responsibility for application rollout, updates, ongoing maintenance, and support for you. Not only will you benefit from ADP's team of experienced implementation and service professionals who understand the technical aspects of the solution, you won't have to worry about the costs, risks, and concerns associated with system ownership, such as system downtime, disaster recovery plans, and technological obsolescence.

Flexible Training: ADP provides a superior training program that helps clients speed their time to benefit. We offer instructor-led, on-site, and online virtual training classes, empowering you to acquire the knowledge you need whenever and wherever it's convenient for you.

Reduced Cost of Ownership: ADP clients enjoy the benefits of a premier labor management solution with a rapid return on investment and without the burden of a major capital expense. You'll continue to realize savings month after month through increased productivity, enhanced efficiency, improved employee morale, and better employee retention. In addition, employers who combine an ADP labor management solution with an ADP payroll service can save up to 46% on their total cost of ownership.



ADP Trust Center

Trust is not something that occurs in a day. Trust is earned over a period of time and through proof of action. Here at ADP, establishing and maintaining the trust and confidence of our clients is the foundation of our business model, a business model we've excelled at for over 60 years in more than 125 countries for over 620,000 clients.

The privacy and security of our clients' data is of the highest importance to ADP and we consider it key to maintaining our clients' trust. ADP employs industry recognized security safeguards to help protect the personal information you provide us from loss, misuse, or unauthorized access or alteration.

We safeguard our clients' data by using the latest tools, tactics, techniques and procedures, but the job is not ours alone. There are actions you can take to help protect your information. Read on for more details about how ADP protects your information and what you can do to help.

HOW ADP PROTECTS YOUR INFORMATION

With security, risk and privacy concerns so prevalent, our clients know they can trust the ever-evolving tools, technologies and safeguards ADP has in place to help provide confidentiality, integrity, and availability of our client's information.

For further information on our approach to security, please visit <http://www.adp.com/about-us/trust-center>.



Thought leadership is a vital component of the ongoing success of today's organizations. While the term "thought leadership" might sound like the latest marketing buzzword, it's not. Thought leadership is essential to helping organizations understand not only what a company does, but also how and why.

The ADP Research Institute serves as an excellent example of our mission in action – Power organizations with insightful solutions that drive business success. One of our goals is to rise above the "clutter of information" in the Human Capital Management space by analyzing, benchmarking and providing insights based on our unique client data.

The work of the ADP Research Institute is based on practical and deep associate and industry expertise that will help our clients and organizations, in general, make well-informed and strategic decisions about their business and employees. Research will be based on aggregated and anonymous data elements in ADP's systems that relate to employment trends and practices.

I encourage you to visit www.adp.com/research and see what's available.



ADP National Employment Report®

The ADP National Employment Report® is published monthly by the ADP Research Institute® in close collaboration with Moody's Analytics and its experienced team of labor market researchers. The ADP National Employment Report provides a monthly snapshot of U.S. nonfarm private sector employment based on actual transactional payroll data.

ADP processes the payrolls of about half a million private establishments in the U.S. These establishments employ nearly 20% of private-sector workers. Although ADP's client base does not precisely match the distribution of employment as reported by the BLS, Moody's Analytics adjusts the ADP data to match the Current Employment Statistics survey (CES). To subscribe to receive reports monthly via email or RSS visit the following link: <http://www.adpemploymentreport.com/>.



ADP Compliance Resources

ADP maintains a staff of dedicated professionals who carefully monitor federal and state legislative and regulatory measures affecting employment-related human resource, payroll, tax and benefits administration, and help ensure that ADP systems are updated as relevant laws evolve. For the latest on how federal and state tax law changes may impact your business, visit the ADP [Eye on Washington](#) Web page located at www.adp.com/regulatorynews.

ADP is committed to assisting businesses with increased compliance requirements resulting from rapidly evolving legislation. Our goal is to help minimize your administrative burden across the entire spectrum of employment-related payroll, tax, HR and benefits, so that you can focus on running your business. This information is provided as a courtesy to assist in your understanding of the impact of certain regulatory requirements and should not be construed as tax or legal advice. Such information is by nature subject to revision and may not be the most current information available. ADP encourages readers to consult with appropriate legal and/or tax advisors. Please be advised that calls to and from ADP may be monitored or recorded.

ADP- Pioneer in Cloud-Based Software

Traditionally known for being the unquestioned leader in Payroll Services, ADP has transformed itself into a full Human Capital Management provider over the last decade. Well established in the Cloud before the term became fashionable, ADP now counts over 300,000 clients leveraging their internet solutions for recruiting, talent management, time and attendance, HR and benefits administration, along with payroll. Its HR offerings include Workforce Now for companies with fewer than 1,000 employees, GlobalView for multinational organizations, and Vantage HCM, which it launched last October for companies with more than 1,000 employees. Most of ADP's tens of thousands of HR software customers up to now have been midsize firms, though the number of larger firms is increasing since the launch of Vantage.

ADP Hosting Offers Industry-leading Security

ADP applications and data are protected using the following administrative, physical and technical safeguards:

- Fiber optic SONET ring with connectivity to redundant Tier 1 ISPs
- 3,700 KVA of UPS battery backup power
- 6.4 MW of generator backup power
- 10-day on-site supply of generator fuel
- Redundant HVAC system
- Multi-stage fire suppression systems
- Redundant firewalls at application and database layers
- System redundancy for uninterrupted availability
- Security patch updates
- Two-tier application security
- Intrusion detection and prevention
- Roof lightning protection
- Nightly backups and off-site data storage
- Full disaster recovery
- Off-site facility for disaster contingency



ADP's hosting centers provide consistently available access, including:

- Over 99.93% application and system uptime
- Constant upgrades to hardware, software, and infrastructure to increase performance

In order to accomplish our hosting services security objectives, we have implemented a –Security-In-Layers strategy that consists of countermeasures which provide protection (a robust infrastructure), detection (identifying attempts to compromise the network and or computers), containment (isolation of the components of the infrastructure), business continuity, and incident recovery.

ADP's data center hosting environments servicing our broad product portfolio sets of human resources, payroll, benefits and automotive dealerships are typically registered to the ISO 9001:2000 and ISO 27001:2005 standards. Toward providing our clients the necessary information to meet the compliance requirements of your periodic financial audits, ADP provides Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly SAS 70 reports) for us US-based hosted products and International Standards for Assurance Engagements (ISAE) No. 3402 for our international clients."

With security, risk and privacy concerns so prevalent, ADP clients know they can trust in the ever-evolving tools, technologies and safeguards we have in place to help protect their business. We take a multidisciplinary approach to continually enhancing and refining the trusted business outsourcing platform you've relied on for more than half a century, so you can look forward rather than over your shoulder.



ADP'S ANSWERS TO HEALTH CARE REFORM

ADP's Healthcare and Benefits Group is dedicated to providing industry-leading benefits insight on the impact of the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 (together known as "Health Care Reform" or "ACA") to our employer clients. This ADP Group has developed processes which assist ADP in identifying ACA provisions that could impact our products and services - and to make any necessary modifications to help our clients comply with those provisions. As a result, ADP solutions are being improved to help support you with complying with this evolving legislation.

ADP maintains staff of dedicated professionals who carefully monitor federal and state legislative and regulatory measures affecting human resource, payroll, tax and benefits administration, and help ensure that ADP systems are updated as relevant laws evolve. For the latest on how federal and state tax law changes may impact your business, visit the ADP Eye on Washington Web page located at www.adp.com/regulatorynews.

ADP Workforce Now spans the entire employee life cycle from recruitment to retirement. Through our Benefits module, employers gain access to the industry's most powerful online tools.

Dependent Coverage

Employers offering dependent coverage must provide coverage for qualifying dependent children up to age 26

How ADP Can Help

- Configure the WFN platform to apply age rules where applicable
- Provide open enrollment and life event enrollment tools to allow dependent children up to age 26 access to health and welfare plans
- Provide benefit plan setup template to track dependent age requirements

How Your Business Benefits

- Reduces costs associated with ineligible plan participants
- Reduces premium overpayments
- Helps ensure compliance with coverage regulations

Medical Loss Ratio (MLR) Rebates

- Employers generally must distribute MLR rebate dollars to all employees/former employees who were plan participants for that plan year, use them to reduce future participant premiums, or use them to enhance benefits.

How ADP Can Help

- Provide the ability to set up the appropriate employee credit in order to provide rebate distribution to eligible employees as a percentage of plan contribution

How Your Business Benefits

- Helps optimize rebate dollars most effectively to reduce total cost of healthcare

Summary of Benefits and Coverage (SBC)

Employer sponsored group health plans must provide SBCs for annual enrollments beginning on or after 9/23/12 and for other enrollments and upon request for plan years beginning on or after 9/23/12.

How ADP Can Help

- ADP Workforce Now (WFN) supports delivery of SBC electronically as well as obtaining acknowledgement from employees client can also print hard copy

How Your Business Benefits

- Aids compliance with SBC requirements
- Helps reduce administrative burden of communicating SBCs to employees
- Empowers employees with access to coverage-related information



1/1/2013

Medicare Tax on Wages

Employers are required to withhold .9% on Medicare taxable wages in excess of \$200,000 annually for all U.S. workers regardless of marital status or aggregate/outside income.

How ADP Can Help

- ADP Workforce Now® (WFN) allows practitioners to generate a report in order to conduct analysis of payroll and deductions for high-income employees who may meet criteria for the new taxes

How Your Business Benefits

- Increases employee satisfaction with highly compensated/executive associates on planning their taxes

1/1/2013

Flexible Spending Account (FSA) Annual Limit

For plan years beginning on or after 1/1/2013, \$2,500 limit applies to employee healthcare FSA contributions.

How ADP Can Help

- Provide one-stop shop for all ADP healthcare spending accounts for 2013 open enrollment (FSA, HSA, HRA, etc.), including single debit card and mobile access

How Your Business Benefits

- Aids compliance with FSA requirements
- Helps reduce administrative burden of communicating FSA limits to employees
- Boosts employee engagement by improving communication
- Helps reduce benefits costs via consumer-driven or high-deductible health plans, while consolidating multiple spending account vendors

1/31/2013

Form W-2 Reporting

Employers with 250+ W-2s in the preceding year must include value of group health coverage provided to employees on Form W-2. Employers must also confirm payroll system is set up to track and include this figure on W-2s when printed in January. One entry will show total costs for BOTH employee and employer.

How ADP Can Help

- ADP Workforce Now® (WFN) gives practitioners the ability to determine which benefit plans should be included in the Group Health Insurance Costs calculation for the W-2
- Group Health Insurance Costs reporting is available for practitioners to generate and review the costs associated with each employee by benefit plan

How Your Business Benefits

- Aids compliance with W-2 requirements
- Helps reduce risk of penalties for incorrect W-2s (i.e., \$50 per)
- Helps reduce client practitioners' administrative burden of year-end payroll processing and validation



10/1/2013

Employee Notice of Exchange/Marketplace

Employers must provide current employees with notice describing availability of exchange coverage. Notice must be provided upon hire for employees hired after 10/1/2013.

How ADP Can Help

- ADP Workforce Now® (WFN) supports delivery of Notice of Exchange electronically as well as obtaining acknowledgement from employee; client can also print hard copy.

How Your Business Benefits

- Aids compliance with exchange notice requirements
- Helps reduce administrative burden of communicating exchange option to employees
- Empowers employees with access to Employee & HR Service Center

2013/2014 (Effective date to be determined pending the release of future guidance)

Automatic Enrollment and Nondiscrimination Rule

Employers with 200+ full-time employees must automatically enroll new employees in employer's group health plan. Insured employer group health plans may not discriminate in favor of highly compensated employees.

How ADP Can Help

- Automatically enroll new hires into employer group health plans
- Report Exceptions on enrolled employee population

How Your Business Benefits

- Aids compliance with automatic enrollment and nondiscrimination requirement

1/1/2014

Annual Dollar Limits and Waiting Periods/ Pre-Existing Condition Exclusions

For plan years beginning on or after 1/1/2014, employer sponsored group health plans may not impose annual dollar limits on essential health benefits, waiting periods of longer than 90 days, or pre-existing condition exclusions.

How ADP Can Help

- Provide new hire reports (up to 90 days) to validate employment status (part/full-time, on leave of absence) and change triggers to ensure appropriate benefits enrollment

How Your Business Benefits

- Helps mitigate excessive costs based on employment status
- Aids compliance with FLSA rules

1/1/2014

Wellness Incentives

For plan years beginning on or after 1/2014, permitted wellness incentives increase from 20% of cost of coverage to 30%.

How ADP Can Help

- Provide access to a wellness portal and biometric screening

How Your Business Benefits

- Reduces employer costs of healthcare, improves employee engagement and accountability for healthcare costs
- Gains access to wellness best practices and business case templates for investment

1/1/2015

Employer Shared Responsibility

Employers with 50+ FTEs and/or equivalents must offer affordable, minimum value or be subject to tax penalties. Options include:

- Offering traditional group health plan coverage for all employees, with minimum value (60%• actuarial value), while employee premium costs are capped (9 1/2% of household income)
- Offering no medical coverage
- Offering medical coverage for some but not all employees

How ADP Can Help

- Provide tools for the practitioner to conduct analysis of employees purchasing benefits from employer to see if costs exceed 9112% of W-2 wages
- Assist with identifying plans that are minimum essential coverage
- Track employees who have waived benefit coverage and reason
- Provide tools to assist with annual reconciliation of the penalty bill against benefits and W-2 data, enabling client to request W-2 corrections or initiate penalty appeals process'

How Your Business Benefits

- Helps mitigate risk related to cost of benefits and employee burden levels
- Aids compliance regardless of company size
- Helps reduce practitioners' administrative burden in determining wage levels

Managing Shared Responsibility Requirements Will Need an **Integrated Approach** to Workforce Planning and Administration





Workforce Now Human Resource Management System

Integrated, robust Human Resource Management Solution combined with Benefits Administration helps companies comply with applicable government regulations; reduce benefits costs by helping to eliminate premium overpayments and minimize the cost of benefit administration by increasing efficiencies around open enrollments WFN HR helps you improve employee satisfaction by providing employees convenient, web- based, self-service access and the ability to manage their own benefits.

Focus on Your Business

ADP Workforce Now's suite of leading edge HR tools strengthens how important HR functions are managed and delivered:

- Allow employees to make online inquiries and receive immediate responses concerning company policies and other employment- related information.
- Customize to fit the way you work and your existing hiring process
- Receive on-demand access to HR compliance reports

The HR module in ADP Workforce Now helps you gain back valuable time while reining in compensation and labor costs.

Effectively manage the employee life cycle

New laws, changing regulations, and the need to provide timely information to your employees – and to the government – can place tremendous demands on your staff time and resources.

ADP Workforce Now HR helps you stay compliant across the employee life cycle, putting you in control from HR to payroll to employer-related compliance administration. You can:

- Access, manage and analyze sensitive or complex HR information, like salaries and pay grades for performance reviews
- Improve employee recordkeeping
- Gain convenient access to standard reports that help you maintain compliance with government regulations concerning COBRA and EEO administration as well as OSHA events

Employee Relations & Communications

One of the best ways to increase employee retention and satisfaction is to provide your employees with convenient, web-based, self-service access and the ability to manage their own benefits, 24/7. Your employee portal is the tool for communicating accurate, timely information to your employees and managers while reinforcing your corporate brand. Add your company logo and color palette, and then use the content management tool to post important documents:

- Company mission statement
- News and announcements
- Company policies and handbook, with track able acknowledgement feature

The system's Security Access feature allows you to create groups and post targeted content for secure viewing by designated groups. Customized manager and employee workflows can be designed to meet the unique demands of your business.

Employee Self-Service

Research by Gallup has shown a direct correlation between increased employee engagement and key business metrics. For example, companies with engaged employees have two and a half times the earnings per share growth rate than their peers. *ADP Workforce Now* onboards employees with ease and empowers them to:

- Enroll and/or make coverage changes to benefit plans
- View pay statements and W-2 information
- Change W-4 tax information
- Set up direct deposit
- Manage their 401(k) account
- View the company directory
- Use online tools such as retirement planners or payroll calculators
- View approvals and notifications



These automated self-service tools do more than increase employee engagement and satisfaction. They also free up HR staff to focus on strategic initiatives rather than administrative tasks. When employees need help with self-service functions, detailed online support and task assistance are always available.

Manager Self-Service

Similar to employee self-service tools, *ADP Workforce Now* automates routine processes for managers so they can spend more time helping you build your business. For example, *ADP Workforce Now Manager*

- Updating career profiles with information (i.e., license and certification updates, skills, and education) for direct reports and indirect reports.
- Completing performance reviews
- Managing performance goals.
- Initiating and managing work events (i.e., new hires, status changes, etc.).
- Completing compensation changes.
- Approving timesheets.
- Approving time off requests.
- Running reports that reflect HR information for direct and indirect reports.





Workforce Now Benefits

ADP Workforce Now® Benefits Solution helps you increase your control over benefits processes and meet the demands of the Affordable Care Act (ACA) with a comprehensive and flexible system tailored to meet the needs of your midsized business.

"The great benefit of ADP Workforce Now is that it extends our capabilities in some very dramatic ways, letting us handle many transactions in an automated way that used to be done manually."

– Donna Cooke, Piramal Critical Care

You get simplicity, flexibility and access to an all-in-one solution that:

- Accommodates different plan types and features
- Includes billing, reporting, and reconciliation tools
- Feeds data to your carriers automatically
- Enables your employees to easily report open enrollment and life-event changes that affect their benefits coverage

Other key features of the solution include flexible rate structures, eligibility drivers, dependent age-limit rules, Medicaid & Medicare entitlement, and access to informative audit trails.

Establish Notifications & Workflows

Use the solution's Custom Workflow tool to establish notifications and approval rules to help you stay well informed on enrollment changes and help ensure your organization is meeting all eligibility requirements.

Activity Name	Employee - Open Enrollment	Date Submitted	02/04/2014	Workflow Path	ACA
Employee:	Crazy Mary	Effective Date:	02/04/2014	Business Rule:	
Originator:	Crazy Mary	Completion Date:	02/04/2014		

Assigned To	Step	Action Taken	Date	Comments
System	End	Completed	02/04/2014 01:57:54 PM	
user31C.W	Approval	Approved	02/04/2014 01:57:54 PM	
Crazy Mary	Notifications	Submitted	02/04/2014 01:57:21 PM	

Apply Eligibility & Enrollment Tools

Rely on the strength of ADP's eligibility and enrollment systems to help support your employee benefits strategy and enable it to succeed. Helping your employees understand and manage their benefits can have cascading effects throughout your benefits programs and, eventually, your entire business.



The solution provides:

- Flexibility – fast, nimble set-up of the annual enrollment process
- Scale – helps you create multiple groups, tiers, and rates across your entire workforce, regardless of the complexity of your plan design
- Consistency – provides easy-to-enforce eligibility rules during initial enrollment and throughout an employee's service
- Communications – offers a broad array of employee communications services not only during enrollment but also throughout the year
- Insights – furnishes tools to examine benefits usage and fine-tune benefits offerings, based on employee demand
- Year-Round Enrollments – accepts qualifying life events and changes, such as birth, adoption marriage, and more
- Engagement – presents opportunities to use configurable enrollment content to help educate your employees on the value and features of their benefits



Gain Efficiencies from Benefits Data Reporting

In addition to notifications and flexible workflow approvals, stay current on employee enrollments by generating status and confirmation reports – like the Enrollment Report, Benefits Deduction Comparison Report, and Confirmation Statements. These reports provide you and your employees with detailed information on their enrollments, coverage levels, covered dependents, beneficiaries, deductions and premiums; and most importantly – confirmation of their benefits selections.

Automate Carrier Invoicing & Billing

ADP's Workforce Now Carrier Invoicing and Billing makes the manual tracking of enrollments with spreadsheets a thing of the past. It provides a clear, in-depth view of your benefits population – with a detailed carrier list that helps identify billing discrepancies and helps stop premium overages, resulting in a positive impact for your bottom line.

Meet the Challenges of the Affordable Care Act (ACA)

When it comes to Health Care Reform, what you don't know can hurt you. ADP Workforce Now Benefits Solution can help you navigate evolving ACA requirements, as you make critical decisions around the Shared Responsibility and Employee Eligibility provisions of this complex law.

As your benefits administration partner, ADP has the tools to help you manage an effective and compliant ACA strategy:

- Address 23 ACA provisions including the Employer Mandate, Employer Mandate reporting, and ACA affordability testing
- Utilize cutting-edge functionality to help you track employees rehired within 13 weeks – the threshold under which an employee is not counted as having left the company per ACA legislation
- Enjoy the peace of mind of engaging simplified ACA audit reporting





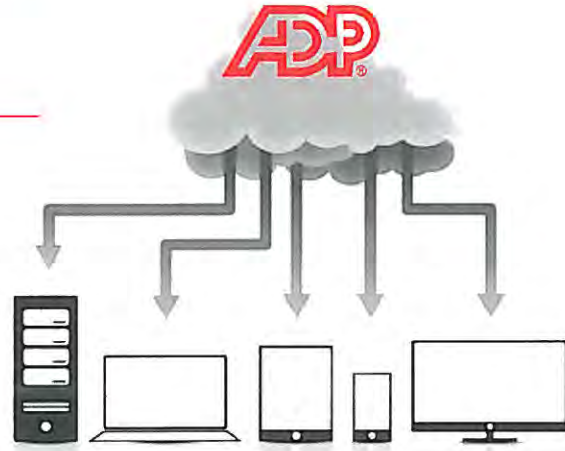
ADP Document CloudSM

Simple, Secure Access to your Employee Digital Documents

Now you can safely and securely store your employee digital documents electronically using this new service from ADP[®].

Here's why you should consider ADP Document Cloud:

- Anytime, anywhere access from multiple locations
- More secure than paper with encryption, role-based security, auditing and full back-up and disaster recovery
- Helps to maintain compliance with HIPAA and DOL regulations
- All of your employee data can be stored in one place
- Supports green initiatives and reduces physical storage costs



ADP Document CloudSM is a new and innovative way to store, manage and retrieve your employee digital documents. ADP Document Cloud creates greater efficiency for HR practitioners, employees and managers in multiple company locations; including encrypted, role-based security, traceability and auditing, and simplified ways to remain in compliance with important government regulations.

Employee Documents		All	
		Sort by: Type Name Expiration Date Upload Date	Attach
	Watkins, MaryAnne Employee ID: 0000013593 Active	2009 I-9 Form	07/15/2013
	Accounting Associate Lead M&B Executive Location: 099 Reports to: Demest, Lucy	2013 I-9 Form	07/08/2013
		emo long cert	07/05/2013
		Disciplinary Letter	07/05/2013
		M Watkins	08/12/2013
		Non-Compete Agreement	07/05/2013
		Perf Review Forms	07/05/2013



Importantly, ADP Document Cloud – which is hosted within ADP’s secure environment – was created to fully embrace industry best-practices around digitally organizing, storing and managing employee records.

- Support viewing, printing, and annotating documents – on demand
- Gain secure document access using the same access rights as the HR system of record

It is available to customers at an economical, per- employee unit cost and supports unlimited storage per employee and per client. Specifically, ADP Document Cloud has been designed from the ground up to help enable Human Resources departments to:

- Reduce paper, stay compliant, and gain control over the huge amount of online files
- Attach any type of online document to an employee’s digital document to support certifications, job history, performance documentation and more
- Gain secure access wherever and whenever needed, using mobile devices or traditional personal computers

Organizations (on average) are spending \$20 to file a document, \$120 to find a misfiled document, and \$220 to reproduce a lost document* – don’t spend another dollar on paper files!

*Source: PriceWaterhouseCoopers

Digital Employee Records
Employee Audit History
 Employee Name: Watkins, MaryAnne

Rows Per Page: 10 | 1 - 10 of 74

Category	Subcategory	Document Name	Accessed By	User ID	Action Taken	Date / Time (EST)
Work Eligibility	I-9 / Employment Eligibility	2013 I-9 Form	Lucy Dermtest	ldermtest	Added Notes	09/05/2013 04:14
Work Eligibility	I-9 / Employment Eligibility	2013 I-9 Form	Lucy Dermtest	ldermtest	Viewed Notes	09/05/2013 04:14
Personnel File	Performance Reviews	Perf Review	Lucy Dermtest	ldermtest	Viewed Notes	09/05/2013 04:14
Personnel File	Performance Reviews	Perf+Review+Forms.pdf	Lucy Dermtest	ldermtest	Viewed	09/05/2013 04:13
Work Eligibility	I-9 / Employment Eligibility	2013 I-9 Form.pdf	Lucy Dermtest	ldermtest	Viewed	08/28/2013 08:39
Personnel File	Performance Reviews	Perf+Review+Forms.pdf	Lucy Dermtest	ldermtest	Viewed	08/28/2013 08:39
Hiring	Application / Resume	M Walton Resume	Lucy Dermtest	ldermtest	Uploaded	08/12/2013 04:16
Hiring	Application / Resume	M Watkins Resume	Lucy Dermtest	ldermtest	Added Notes	08/12/2013 04:13
Hiring	Application / Resume	M Watkins Resume	Lucy Dermtest	ldermtest	Viewed Notes	08/12/2013 04:13
Personnel File	Performance Reviews	Perf+Review+Forms.pdf	Lucy Dermtest	ldermtest	Viewed	08/12/2013 04:10

Print Cancel

Workforce Now Enhanced Payroll

ADP is redefining workforce management with the needs of mid-sized companies in mind, bringing together mission-critical functions in a single web-based system that eliminates redundant tasks, reduces the potential for errors, and lessens the learning curve for users. This solution provides web-based support for the full spectrum of Workforce Management, from HR & benefits administration to payroll, tax, and time & attendance.

Organizations using multiple in-house platforms experience a TCO that is 18% higher than organizations using a common in-house solution and 32% higher than organizations outsourcing these three functions to a single vendor. – PriceWaterhouseCoopers LLP, 2011

Eliminate the non-strategic, non-revenue producing task of payroll processing and enable your staff to focus on growing your top line. With 60 years in the payroll processing business, ADP not only automates routine tasks, but provides you with resources to keep you up to speed on tax rate and filing changes and answers to your payroll questions.

ADP Workforce Now™ Enhanced Payroll allows you to manage the entire payroll process, from customizing pay grids and reports to accessing key payroll functions, with a flexible system that is easy to learn and is accessible from anywhere.

Included Features

- Payroll Processing
- Real-Time Payroll Preview Reports
- New Hire & Termination Wizards
- New Hire Reporting
- Effective-Dating
- Paid Time Off Accruals
- Checkview
- Labor Distribution
- Wage Garnishment Processing Service
- TotalPay Banking Services
- Check Signing and Stuffing
- Tax Service
- Unemployment Claim Assistance
- Reports Library and Custom Reporting Tool
- InfoLink General Ledger Interface
- Online Payroll Reports and Electronic Pay Statements
- External Pay Data Interface / Data Exchange
- ADP Portal with Content Management
- Employee & Manager Self Service
- ADP Mobile Solutions



Tax Service & Year-End Processing

ADP prepares, files, and deposits federal, state, and local taxes, while also issuing the required monthly reporting to relevant tax authorities. ADP also responds to associated inquiries from any tax agency. ADP will also handle your company's year-end requirements, including direct reporting to the proper taxing authorities and statements of deposits and filings made on your behalf.



Banking Service

Employees' paychecks are delivered to your workplace ready for distribution — signed and inserted into individual envelopes — according to your specified schedule. Alternatively, you can choose time-saving direct deposit, an electronic payment option that deposits employees' pay directly into their bank accounts.

- Employee payroll information sent to the employee bank
- One-stop service for reversals, deletions and inquiries
- Online pay statements for total electronic solution

The Aline Card is also available as another payment feature for employees who may not be able or willing to setup direct deposit into a traditional bank account.

Product features:

- Compliant in 50 states
- Doesn't require employee to have a bank account
- Funds accessed by ATM, money transfer, point of sale transactions or via Aline Check
- Access to over 60,000 surcharge free ATMs nationwide
- Fully Reg E compliant
- Funds are FDIC insured
- 100% pay to the penny



Wage Garnishment Processing Service

Let ADP address the complex calculations of court-ordered garnishments, levies and child support payments and make the necessary payments to appropriate agencies.

Reports Library

ADP Workforce Now includes an extensive library of standard reports that are preconfigured and easy to run — simply enter your selection criteria, and you'll be able to:

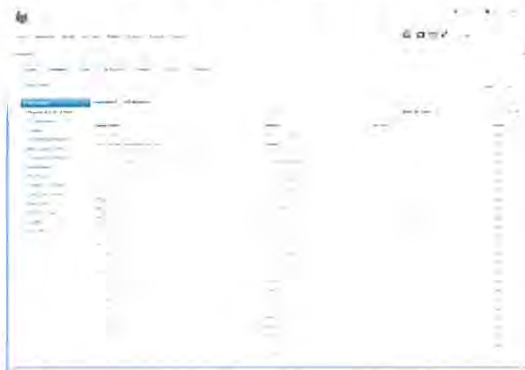
- Preview reports right on your screen
- Print reports
- Export to a file or a software application
- Email your reports

Standard reporting in ADP Workforce Now makes it easy to access the data you need, and to share it with others across your organization.

Custom Report Writer

ADP Workforce Now also features a robust report writer that enables you to create user-defined reports and gain valuable insights across multiple workforce management functions.

This online reporting tool makes it easy to create a wide range of reports using current and cumulative data from your payroll, HR, or time & attendance modules. Use it when you want answers that go beyond the extensive reporting capabilities standard to ADP Workforce Now.



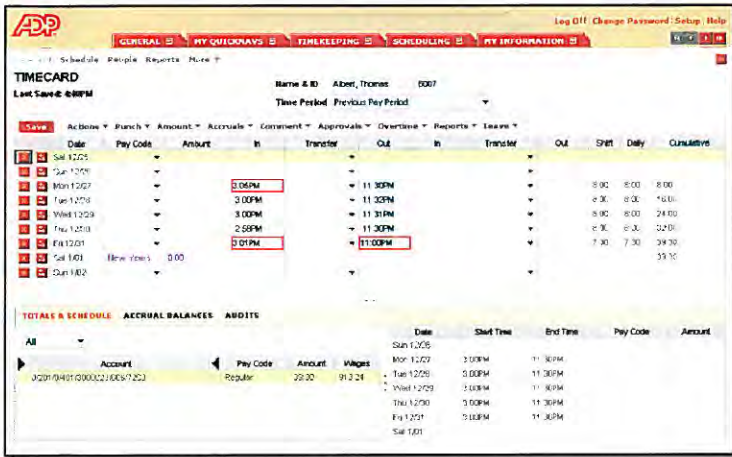
Creating a custom report is fast easy and flexible — simply log on to access a report setup wizard that guides you step by step. Select from a wide array of data fields, sorting criteria, totaling and formatting options, plus the ability to create robust calculations. Then, choose to view your finished report online, save it, print it and/or distribute it via email just like our standard reports.

Workforce Now Enhanced Time

Focus on Your Business – Leave the Time & Labor Management to ADP

With continued pressure to reduce costs, employers need to take a more proactive approach to managing employee time and maximizing productivity. Automating time and labor management can be one of the fastest ways for you to improve your bottom line.

ADP's WFN Enhanced Time Module is an ideal time and labor management solution. It provides a complete set of tools to schedule, track, and measure workforce performance. Through seamless integration of time and attendance, scheduling, and absence management, you'll have access to accurate, up-to-the-minute information, eliminating the need for duplicate data entry and enabling you to make informed workforce management decisions.



Key Benefits of Automating Time & Labor Tracking

- **Better decision-making**
Managers get-up to the minute hours totals and leave balances, so that they can make labor allocation decisions and approve leave when it is appropriate.
- **Eliminates paper shuffling**
Employees record their hours directly into a computer. Supervisors review, edit, and approve them without needing to print anything out.
- **Increase Productivity**
Per Aberdeen Group, Automating scheduling can increase operational manager productivity by 63%.
- **Improves Math Accuracy**
Up to 3 percent of all payroll inaccuracies are caused by human error.

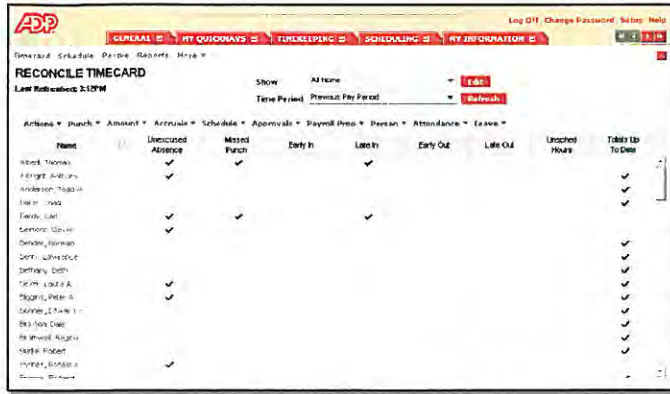
Compatible and Flexible Solution

Using industry standard technologies and platforms, WFN Enhanced Time is not only compatible with existing IT infrastructure, but also features maximum flexibility, enabling you to adapt the system as your needs change. In addition, WFN Enhanced Time provides you with the added benefit of ADP's expertise and IT resources. With ADP responsible for system configuration in accordance with Client's instructions, implementation, and maintenance, you can devote more time to focusing your internal resources on the core needs of your business.

Collection and Calculation

WFN Enhanced Time automates the error-prone process of collecting and tracking employee time manually. Its parameter-driven, rules-based engine accommodates complex pay policies, such as multiple pay codes, rounding rules, overtime calculations, and multiple wage rates.

Accurate time calculation with WFN Enhanced Time begins with flexible, intelligent data collection via PC, biometric, telephone, wireless, and ID badge card devices. You enjoy accurate data collection wherever your workforce is located.



Your employees will welcome access to data, such as hours worked, accrual balances, schedules, and ability to request time off. Your managers will have all the real-time data they need to make better decisions and keep a tight control over labor costs.

Also reduced is the time employees spend on payroll-related matters, and administrative time that managers spend grappling with time and labor management questions and issues.

Automate the Scheduling Process

WFN Enhanced Time helps companies to streamline their scheduling process and schedule adequate staffing coverage. By automating the scheduling process you:

- Prevent unauthorized work
- Highlight attendance issues before they impact morale and profitability
- Make it easier to schedule individuals or groups that work fixed, rotating, or variable shifts
- Identify potential over and understaffing issues with the assistance of real-time management reports – Actual vs. Scheduled, Employee Schedules, Accrual Balances and Projections, and Hours by Labor Account



Make Better Decisions with Better Information

WFN Enhanced Time does more than supply you with accurate, real-time data. It makes data available in a variety of ways, providing you with actionable insights to make better decisions concerning your most important – and most expensive – resource...your people.

ADP's automated time and labor management solution:

COMPANIES CAN EXPECT TO SAVE MANAGERS AN AVERAGE OF 40 MINUTES PER MANAGER PER WEEK BY USING ADP TO AUTOMATE TIME AND ATTENDANCE

Source: Nucleus Research Inc., ROI Guidebook, November, 2010

- Uses one centralized collection, calculation, and tracking tool, so the information you need to access is always up-to-date
- Provides you with daily visibility to costs and budget impacts
- Enables you to share information with your managers, empowering them to help you lower your organization's labor costs
- Provides information to help you comply with government labor reporting requirements

Improve Productivity with Self Service

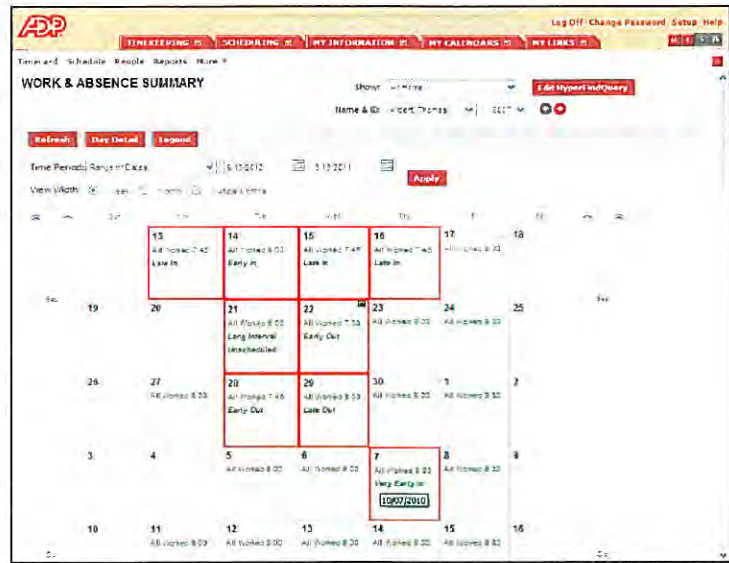
Self service enables you to provide better service to your employees, while freeing your managers and administrators to focus on core business matters.

Employees:

- Can access hours, schedules, and accrual balances without manager or HR interface
- Use tools such as built-in templates to request time off or shift coverage

Managers:

- Gain easy access to scheduling, accrual balances, and total hours worked to make better and faster decisions in response to employee requests
- Can spend more time focusing on core responsibilities



Self service can also significantly enhance communication and productivity within your organization by reducing the cost of HR transactions, improving employee satisfaction, and contributing to reduced employee turnover.

Optimize Your Workforce with Integrated, Value-added Solutions

By integrating these solutions with Enhanced Time, you can further enhance employee productivity and reduce labor costs.

Enhanced Time Accruals Module: WFN Enhanced Time's Accruals module automates the granting, validating and calculating accruals and paid time off (PTO). It calculates employee balances in real time, enforcing company policies and balance restrictions automatically, providing proactive alerts and easy access to accurate PTO balances to help prevent unauthorized paid time off.

Enhanced Time Attendance Module: WFN Enhanced Time's Attendance module streamlines the administration and enforcement of attendance policies. It helps reduce the direct and the indirect costs of absenteeism by providing an integrated solution that automatically interprets employee exceptions, applies company rules and triggers the need for appropriate disciplinary actions or rewards.

Enhanced Time Leave Module: WFN Enhanced Time's Leave module provides valuable decision support tools so that managers and HR staff can easily determine employee leave eligibility and entitlement, as well as monitor absence trends and patterns. It provides the flexibility to help handle concurrent provincial, and company leave compliance, flexible tracking periods including rolling forward, backward, quarterly and yearly, different rules for new hires or part-time employees, and the ability to calculate and track intermittent leave in weeks, hours or minutes.

Enhanced Time Scheduler Module: WFN Enhanced Time's Scheduler module enables intelligent scheduling decisions by putting all critical information in one place. This includes staffing requirements, actual hours worked, employee skills and certifications, availability and preferences, and more. It provides broad visibility into all available resources throughout the organization, enabling managers to align the workforce more effectively with scheduling guidelines and pay policies, while controlling costs through best fit, least-cost scheduling.



Enhanced Time is the labor management solution for your company

When you select WFN Enhanced Time from ADP, you benefit from the stability and resources of a recognized industry leader. From implementing your system to delivering ongoing support, ADP is constantly there for you. You'll benefit from a totally integrated system with these added advantages:

- Start using WFN Enhanced Time without a major capital investment.
- Because there is no long term contract, ADP has a powerful incentive to continually provide upgrades and Service Excellence.
- Unlike other time & attendance vendors, ADP doesn't require you to purchase equipment. Simply add hardware as your needs change.
- Data can be electronically transferred to and from your payroll service without having to re-key it — whether you have an ADP payroll product or not.
- With ADP payroll, employees can view their in-and-out punches directly on their ADP pay stubs.
- Upgrades and changes are always compatible with ADP payroll services.

DATE	IN	OUT	IN	OUT	TOTAL
Mon 05-07	7:00am	11:00am	11:30am	3:30pm	8:00
Tue 05-08	6:53am	11:00am	11:27am	3:30pm	9:00
Wed 05-09	7:00am	11:00am	11:30am	3:30pm	8:00
Thu 05-10	7:00am	11:00am	11:30am	3:30pm	8:00

By automating your time and attendance, WFN Enhanced Time gives your company a tremendous efficiency boost. You can save money through improved accuracy and reduced labor expenses, while accelerating your payroll process in the bargain.

WFN Enhanced Time summarizes year-to-date attendance information such as total hours worked, vacation and sick time, plus exception information. This makes it a tremendous help for performance evaluations! WFN Enhanced Time also compiles easy-to-retrieve records of employees' actual in-and-out punches. This helps you comply with government regulations, including the provisions of the FLSA, while eliminating the need to store most paper files.



ADP Mobile Application

ADP® created an innovative mobile application for your employees to access HR and payroll-related data anytime, anywhere. This self-service mobile application gives employees immediate access to real-time data – employees can view their pay statements, access the corporate directory, track their time, and check 401(k) balances as well as view their benefits and FSA accounts. What's best is as of October 2013 we have 49,600 clients and 1.5 million of people are already using it!

We invite your organization to provide your employees with this cutting edge mobile application. Due to its intuitive design, we expect that your employees will be able to fully utilize the application with no additional training. However, please be assured that we have a specially trained service team to answer all of your questions and assist you with rolling this out to your employees.

MOBILE APPLICATION INCLUDES:

Pay Statements

The pay statements portion of the application displays pay statements from up to 26 previous pay periods, toggling between Net Pay and Gross Pay year-to-date. Employees can view the number of hours and their pay rate for each earnings code and also access their W-2 information directly from the pay statement application.

Pay Card Transactions

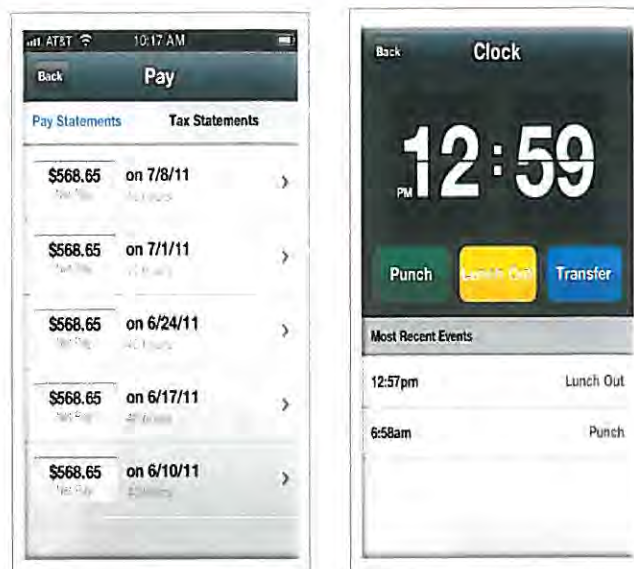
The Pay Card portion of the application allows employees to enroll in the ALINE Card by ADP®. Once enrolled, they can view card balances, recent transactions, and locate surcharge-free ATMs within a close proximity.

Time Off

The Time Off portion of the application allows employees who are using one of ADP's applicable time and attendance solutions to view time off balances, view time off requests, and submit time off requests.

Time and Attendance

The time and attendance portion of the application allows employees who are currently using one of ADP's applicable time and attendance solutions to clock in, clock out, indicate a late arrival, and create and approve timesheets. Managers can approve time sheets, fix exceptions, and approve time off requests.



Benefits

The benefits portion of the application allows employees to view their existing and future benefit elections by benefit category, plan type and coverage level, as well as detailed information on effective date, per pay period deduction, employer contribution and covered individuals.

Flexible Spending Accounts (FSA)

The FSA portion of the application allows employees to view their flexible spending account information including a list of the accounts, available balances and annual goal amount. Detailed information includes claims information, payment information and contribution amounts. Employees will also be able to view their FSA cards, including the card holder name, status and card type, if applicable.

Corporate Directory

The corporate directory-portion of the application provides the ability to view, search, and contact employees listed in the directory. The corporate directory works intuitively, similar to your cell phone contacts list. Each contact method is active, providing click to call, click to email, and click to locate colleagues listed in the corporate directory.

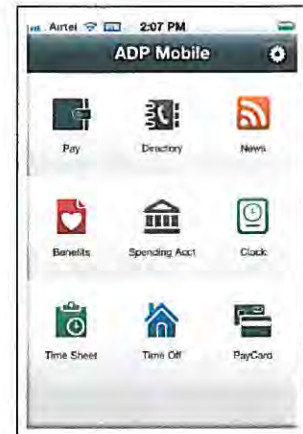


Retirement Savings

The retirement savings portion of the application allows employees who are currently using one of ADP's applicable 401(k) solutions to view their current allocations, distribution percentages, account balances and rate of return for their traditional and Roth 401(k) accounts.

Company News

The company news portion of the application allows employees to read company news and events posted by company content managers.



Mobile Inbox

The mobile inbox portion of the application allows employees to view workflow events configured to appear on the ADP Portal Workflow Task List or Message Center.

Base Functionality

Base functionality includes features to login and establish secure, authenticated application sessions. Base functionality includes the Springboard, or the home screen, that presents application icons and application settings. Base features include:

- Login
- Settings
- Help
- Preferences
- Springboard (Home screen)
- FAQs
- Feedback
- Change/Forgot PIN

Security

The ADP Mobile application uses the same high level security infrastructure as web-based ADP products. All network traffic between the mobile device and the server is encrypted and logged. Additionally, the mobile application does not use any sensitive personal information (i.e., social security number or other personal identifiers) and all employee information cached on the mobile device is encrypted.

How to access

ADP Mobile Solutions is available through a native Apple app, Android app and/or mobile website URL. The employees must first be registered on the ADP Portal or iPay Statements with a User ID and password. During the mobile application's first use, the application will instruct the employee to supply the ADP Portal or iPay Statements User ID and password.

For future access to the mobile application, the employee has the option of using the same password, or the employee can create a 4 -10 digit PIN for the mobile application. The numeric PIN can be used on the mobile device to simplify data input. Employees must have one of the following mobile devices: iPhone (3G, 3Gs, 4, 4s, 5, 5c, 5s), iPad®, iPod touch® (iOS 4.x or higher); Android™ OS (v2.0 or higher); or BlackBerry® (v4.6.1 or higher).



Workforce Now Mobile Solutions iPad Tablet App

ADP® built the most innovative Human Capital Management (HCM) smartphone application for employees to access HR and payroll-related data anytime, anywhere. Today, tens of thousands of clients and millions of users are taking advantage of the convenience of this mobile application. ADP knows going mobile is much more than supporting employees on smartphones, so we are introducing a new ADP Mobile Solutions tablet app:

- Built from the ground up
- Simple, informative, intuitive, and powerful
- Designed for employees, managers and business executives
- Responsive to display correctly on multiple devices



FEATURES OF THE TABLET APP:

Mobile Dashboard

The Mobile Dashboard is designed to easily navigate across tablet app functionality. Initially, users will be able to launch specific functions directly from the dashboard. In the future, the dashboard will be customizable with the ability to pin favorite activities to the dashboard, view historical transactions, view tasks or search for transactions.

Mobile Inbox

The Mobile Inbox is another view of the ADP Portal Message Center Inbox. The Mobile Inbox displays all types of messages, including notifications, alerts, reminders, and tasks. Workflow events configured to appear in the Portal Message Center will be available in the Mobile Inbox (if the Mobile Inbox is enabled).

Mobile Calendar

The Mobile Calendar is designed to view work calendar events, including work schedule, paid time off dates, and pay schedules. In the future, access will include views of company events, pay days, and benefits annual enrollment. Calendars are available in day, week, and month views.

Employees can view calendar events for themselves

Managers can view calendar events for themselves, as well as their team members (if the Mobile Calendar is enabled)

Search

Search is used to find information about My Company:

- Access Corporate Directory
- View Company News (if the mobile features are enabled)



“Myself”

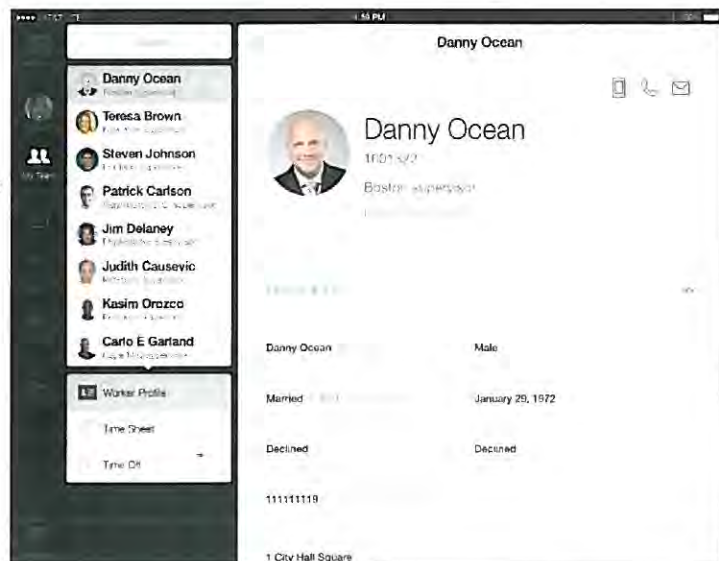
The “Myself” features are designed to provide employees with self-service functionality on the tablet. Employees can access the following features from the tablet app:

- View Pay Statements
- View and Request Time Off
- View PayCard Balances and Recent Transactions
- View Benefit Plan Information
- View Spending Account Balances and Recent Transactions
- View personal Profile
- Clock In/Out
- Update and Approve Time sheets
- Update Personal Profile (Coming Soon)
- Access to Internal Job Postings (Coming Soon)
- Access to Benefits Annual Enrollment (Coming Soon)

“My Team”

The “My Team” features provide managers with self-service functionality for their team members, including:

- View Team Calendar
- Approve Time Sheets
- Approve Time Off Requests
- View Team Members' Personal Profiles





RFP Questionnaire

Required Vendor Information

System Requirements

Provide a brief description in each section. Also note the software product or upgrade necessary for the functionality, if it is different than your base/core product. If multiple solutions are available, attach product comparison sheets.

Requirements	Vendor Response
Ability to interface with our financial application.	Yes. The general ledger feature is flexible to import your payroll data into your financial system.
Ability to import and export data from Microsoft Word, Excel, .cvs, and Access.	Yes. ADP's solution provides imports of CSV formats and exports in CSV.
System allows unlimited history. Does this require archiving records?	The system has archiving capabilities but it is at the discretion of the client whether or not to use the feature.
Ability to "effective date" transactions, both in the past and future.	Yes. A key component of ADP's solution architecture is the effective-dating of all key employee data elements and company tables.
System requires a single login to access all modules.	Yes. ADP's solution offers single sign-on to the core HR, payroll, benefits, and time capabilities proposed.
Ability to make software adjustments or add additional customization to the software as needed.	Yes. Our solution is designed to be customized and configured by our clients, post implementation and by ADP during implementation.
Ability to attach documentation to an employee's record.	<p>Yes. Your administrator can upload scanned pictures or images within the employee profile. These employee picture images can be stored in JPG or JPE formats. In addition, you can attach up to five documents per performance review policy or within the job profile of the employee.</p> <p>Users can easily access company-specific documentation, such as: policies, handbooks, FAQs, forms, benefits documentation, etc. Links to these documents are provided in various areas of the application.</p> <p>ADP offers an optional document management module that enables you to upload documents directly on to the employee record. It is a central repository that provides access to all documents.</p>
Ability to create and populate Custom Fields	Yes. Unlimited custom fields are created for specific company or industry fields that are needed but not supplied
Ability to store a blank electronic form.	Yes. Users can easily access company-specific documentation, such as: policies, handbooks, FAQs, forms, benefits documentation, etc.



	Links to these documents are provided in various areas of the application.
Ability to store completed electronic forms with an individual employee record.	Yes. The system can store employee pictures at the employee level. There is limited capability on employee attachments and a size limitation of 10mb per attachment.
System has conditional workflow capability (ie: approve/not approve)	Yes. The client has the capacity to establish workflows with multiple levels of acknowledgement and approval.
System can use email to communicate with employees or administrators for the purpose of workflows.	Yes. Email notifications, automatic reminders upon log in and the Employee Message Center on the Welcome page of the Workforce Now Employee Portal are used for communication.
Ability to establish notifications or triggers within the system.	Yes. Event configuration functionality allows the administrator to set up events for his or her company and include a number of tasks to be performed by a specific group (or groups) of employees as a single set of tasks within a specific time frame. The administrator can also send email notifications of the event to the specified group(s), as well as monitor the employees' progress in completing these tasks.
Ability to code reasons for changes to the system.	The solution offers that ability to choose reason codes from a validation table or add as a comment.
Ability to provide global employee tracking and payroll processing.	Yes.
Ability to provide service and support for global processing in both the native language as well as English.	Yes.
Ability to provide consolidated reporting and dashboards across global entities.	Yes.
Security	
Requirements	Vendor Response
Ability to restrict access to specific functions, files and data elements based on user profile or workstation ID.	Yes. ADP's application supports unlimited security profiles. Each security profile defines access to particular application functions, organizational access, what the user can do, and the data the user can see. All security profiles follow through to reporting functionality.
Ability to restrict users from viewing and/or editing at the field level.	Yes. Access to specific functions, files, and data elements is restricted based on user profile
Ability for the City to manage system access without relying on the vendor.	Yes. Your security administrator has full access to all client system components. He or she sets up organizational structures and identifies the additional users (who can have varying access levels as defined by your business rules).



	The security administrator can create a role specifically limited to performing password resets, which may be assigned to your designee.
Ability to set up “mass” security profiles by employee group.	Yes. The system security is set up using profiles. You can assign a group of employees to a one or more user profiles.
Self Service	
Requirements	Vendor Response
Self service offers “real time” integration with payroll/HR.	Yes. ADP Self Service is delivered via web-services architecture and makes calls directly to the HR/PR database. All activity that is keyed into ADP Self Service is updated to the production system HR/PR database in real time – once all applicable workflow approvals have been completed.
Ability to customize information, reports and workflows offered through self-service to different employee groups.	Yes. Clients are provided with configuration tools which enable them to establish what employees can see and do. During implementation, we provide assistance with the client’s initial self-service setup, as well as in determining the necessary workflow for approval of the event change.
Ability to brand self service screens.	Yes. The self-service applications are designed to be fully configurable in the range of functions and features activated as desired by the client. This includes determining which pages, portlets, features, and fields are accessible to any or all users, plus setting levels of access, workflow paths, security controls, and even adding custom fields. The intent is to allow on-the-spot client configuration of the system as needed, with little need for customization.
Ability to offer reports through manager self service.	<p>Yes. Via online Manager Self Service, Managers have access to several standard reports for their team.</p> <p>Please refer to Exhibit: Workforce Now Manager Self Service Reports Listing.</p> <p>Through time and labor, managers also have the ability to have individual reports for time and labor critical workforce information and access to the standard time and labor reports on their teams.</p>
Ability to access self-service from remote locations.	<p>Yes. Access is available anywhere a defined user has an Internet connection. Users can easily access company-specific documentation, such as: policies, handbooks, FAQs, forms, benefits documentation, etc. Links to these documents are provided in various areas of the application.</p> <p>ADP provides a free mobile application download by which employees can access Accrual Balances and Time Off, Benefits Profile and Summary, Calendars and Reminders, Approvals and Notifications, Personal Profile, Pay Statements, Corporate Directory, Clock</p>



	In/Out & Late Arrivals Timecards, Retirement Savings, and Company News.
Ability to establish links to other websites.	Yes. Links can be added to the Workforce Now Portal Page and/or Employee Self Service pages to allow employees to access third parties such as benefit plan provider websites.
Reporting	
Requirements	Vendor Response
Ability to create customized reports with minimal training or vendor support.	Yes. In addition to the wide range of function-specific ready-to-run reports already present within the different functions, the ad hoc reporting tool allows a user to generate a report in as little as three steps: 1) Enter a report name; 2) select the source(s) of the data desired from a list of options; 3) select the specific fields (such as Name, address, hire date, etc.) desired. The user then has the option to proceed and select additional options regarding sub-totalling, filtering, and formatting, if desired, or to simply run as is. After the report is processed, the user can select from five simple icons if an Excel file is desired, or perhaps a PDF print output, etc. ADP also provides free training for interested users, but technical skills are not needed.
Ability to run reports based on past, present or future/"effective" dates.	Yes. ADP's application operates on a single, effective-dated database that provides true point-in-time and range-of-time reporting. Clients may run their own reports from a prior period without ADP assistance.
Ability to report or track changes made on the system with user name and date (audit report).	Yes. Events and requests for an individual employee, or those pending the approval of a specific employee, manager or Administrator are accessed, viewed, and processed through the Employee record. This is also a useful tool for viewing an audit trail of an employee's events. The audit trail includes the date of the event, detail of the specific event, effective date of event, who requested the change and who made and/or approved the change.
Allows users to use a drop down menu when creating reports.	Yes. The reporting tool uses both a step by step wizard and drop down menus for ease of use.
Ability to view on one screen, all the fields related to an employee for the purpose of creating reports.	Yes. All available fields are listed in a drop down list and categorized.
Ability to create report templates.	Yes. Reports can be stored as templates in folders and can be defined as private or shared.
Ability to create custom reports using any fields available in the modules.	Yes. All database level fields are available for ad hoc reporting.
Ability to save or export reports to Excel, PDF, Word, etc.	Yes. Reports can be displayed, printed, and saved in the following formats: HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML.
Ability to display dashboards showing	Yes. Real time data through a data analytics feature is



organizational metrics for analytical decision-making and insight.	available.
Access to geographic and industry-specific benchmarks related to organizational metrics.	Yes. This is a new feature that ADP is able to provide.
Payroll	
Requirements	Vendor Response
System automatically calculates overtime.	Yes. ADP complies with the Fair Labor Standards Act (FLSA). Standard calculation routines exist to determine average overtime rates as required by FLSA regulations. Customized calculations for overtime are available to accommodate <Clientname>>'s requirements. ADP will request additional discussion to determine the optimal solution.
Ability to assign OT for hours worked over 8 per day <u>or</u> over 40 per week.	Yes. ADP's solution supports various wages and overtime rules. Overtime rules establish the limits and reset methods for accumulating overtime hours. When employees reach overtime goals within specified time periods, they start to earn overtime hours. For example, after employees work 40 hours (an overtime limit) in a week (a reset method), they accrue weekly overtime. When the next week begins, these employees are required to work another 40 hours before they earn more overtime hours.
Ability to add additional pay in the form of lump sum payments or hours.	Yes. Employees, managers, and administrators have the ability to enter supplemental earnings pay codes that can add bonus, commissions, incentives, and other unit or dollar amounts, as well as miscellaneous memo codes to time cards before being sent to payroll.
Ability to calculate weighted average OT.	Yes. ADP complies with the Fair Labor Standards Act (FLSA). Standard calculation routines exist to determine average overtime rates as required by FLSA regulations.
Ability to see different types of premium pay* (e.g. vac sell, incentive pay, severance) listed individually on pay statement.	Yes. ADP's pay statement can provide the different Earnings and deductions. Please refer to Exhibit: Sample Standard Payroll Reports for a sample pay statement.
Ability to pay fixed premium pay amounts on a daily, weekly or monthly basis.	Yes. Premium pay can be accommodated within our solution. Rules will be established during implementation.
Ability to see overtime pay listed as a separate item on pay statement.	Yes. Overtime can be listed separately on the pay statement.
Ability to calculate OT automatically when pay premiums are present in addition to base pay.	Yes. System users can define the pay codes that count towards overtime as well as those pay codes that do not, including premium pay.



Ability to calculate benefits based on base pay when premium pay is present.	Yes. Benefits are defined by rules within the system. You have the ability to include or not include premium pay.
Ability to leverage past employee data for a rehire.	Yes, the rehire can process the past employee data.
Ability to easily flag or identify who is still active in the system but not receiving pay.	Yes. ADP's solution can maintain a leave of absence status, and the employee can be manually entered into the payroll system to receive payment. The status can be viewed on line or through reporting.
Ability to store multiple rates of pay on the master file.	Yes. An employee may have a maximum of nine pay rates permanently assigned in the HR/payroll record; however, temporary rates can be used as needed.
Ability to assign time automatically to multiple business units by employee.	Yes. ADP's solution provides for the ability to define labor levels based upon the needs of your organization. The standard labor-level configuration supports up to seven client-defined labor levels (e.g., company, region, location, department, class, and job) to which employees can be assigned. In addition, an optional implementation configuration supports the development of an organizational job map that creates a job hierarchy to which employees can be assigned.
Ability to have information sorted by week not just by pay period.	Yes. Data collected through the time and attendance module can be reported on daily, weekly, or a range of dates. Payroll data is collected in a pay period format.
Ability to handle multiple time-off accrual systems.	Yes. ADP's solution has the ability to calculate, manage, and track accruals. Administrators can easily update, reset, and pay out employee accrual balances.
System automatically calculates and posts leave accruals.	Yes. Automatic tracking of accrual hours for new hires or employees is provided based on the client's established rules.
Ability to void checks by number and show reversals in the general ledger in "real time".	Yes. The automatic void feature reverses system-generated checks. The general ledger system will show these reversals during the period they were made.
System automatically handles garnishment calculation, prioritization and pay.	<p>When employees receive a new or modified garnishment order, it is the responsibility of the employer to notify the employee of the payroll deduction.</p> <p>The client collects all court-order information and enters this data. The system calculates and prioritizes the applicable garnishment and the appropriate disposable income according to federal and state regulations. Payments are made by ADP on your behalf via EFT or check.</p>
Ability to print two signatures on the pay check.	Yes. The solution can accommodate two signatures on your pay statements.
Ability to process pay/manual checks outside	Yes. On-demand checks or "what-if" scenarios can be



<p>of the normal pay cycle.</p>	<p>generated via the online check functionality. The system guides the user through the process (initial request, specification of earnings, calculation, updating of employee balances, and printing). A system user can complete the process in minutes at his or her workstation. The results of the manual check process can be viewed online. If the results are not desirable, the system user can make additional entries/adjustments and recalculate until the desired results are achieved. The client can print the online check to preprinted check stock or a micro-encoded printer. The on-demand check data is stored and processed with the next scheduled payroll processing. Company, employee balance, and year-to-date information is updated at this time.</p>
<p>Allows data processed outside of payroll to be automatically posted to the general ledger.</p>	<p>ADP will need further clarification of what external data is being referred to in this question.</p>
<p>Ability to void and reissue checks.</p>	<p>Yes. The automatic void feature reverses system-generated checks; however, manual checks are manually reversed.</p> <p>Voided checks are totaled separately and subtracted from the grand totals. The check register will reflect all 'voided' checks for proper check reconciliation purposes. Deposits are identified as such on the check register so the user can identify whether the 'pay' was a check, a direct deposit or a partial split between the two.</p>
<p>Allows employees to update home address, W-4s through self service.</p>	<p>Yes. Employees may view and/or change data related to their personal information (i.e., address, phone number, etc.), payroll-related data (i.e., W-4, direct deposit, etc.), and career-related data (i.e., skills, education, licenses, certifications). In addition, employees may complete a performance self-evaluation online if self-evaluations are a part of the review process.</p> <p>All changes employees make can go through an approval workflow process in order to be finalized.</p>
<p>Ability to handle special taxation rules for non-cash benefits such as long term disability, group life insurance and community center memberships.</p>	<p>Yes. Earnings records allow for the designation of taxability and the tax method at the earnings level or pay level.</p> <p>Deduction records allow for the designation of taxability and the classification (pre-tax, post-tax, taxable benefit, nontaxable benefit).</p>
<p>Ability to exclude pay types from eligible earnings for calculations.</p>	<p>Yes. The solution accommodates the ability to exclude pay types for various calculations.</p>
<p>Time and Attendance Schedules</p>	
<p>Requirements</p>	<p>Vendor Response</p>
<p>Ability to create, store and update individual employee schedules.</p>	<p>Yes. ADP's time and labor solution includes an integrated schedule editor as part of the core application. The system provides you the option to</p>



	automatically populate time sheets from the schedule for timesheet-based employees to accept and then enter only exceptions as needed. For hourly clocking employees, all time must be recorded and collected, including transfers into different labor levels. Schedules that are created in the time and labor application are designed to be maintenance-free.
Ability to request and approve time off or leaves in advance.	Yes. Employees may submit an electronic request for time off. The online time-off request form includes a drop-down list of absence codes that are valid for that employee's profile. The request may span multiple dates and can even span days off, such as weekends. The request generates a notification to the employee's manager, and the manager can view the request within the time system and then approve, partially approve, or deny it.
Ability to pre-populate time with approved time off, leaves and holidays.	Yes. Upon approval, the time off will populate the employee's schedule and time card and flow into the payroll system on the applicable date. Holidays and other exception time can be pre-populated based on defined rules.
Allows supervisor to make changes to the reported time.	Yes. The time card editor also supports a quick, efficient method for managers and supervisors to edit their employees' time data. All time card edits are captured on the audit trail. Once the time card is ready for processing, the manager or supervisor can electronically approve and lock the data to prevent further edits by employees.
Ability to create an employee time off/leave calendar by group, division or department. Is this available through manager self-service?	Yes. Non-worked time, such as vacation, can be submitted by the employee for approval using the time-off request feature and, if approved, will automatically be accounted for in the employee schedule and placed on the time card when the appropriate day arrives. Filtering is available in the scheduling feature. Time off/leaves are available in calendar view at both the employee and manager levels within self service.
Allows supervisors of employees with multiple positions to see all information associated with the employee.	Yes. With a single centralized database solution, the system will accurately maintain and calculate all employee hours within a single time card record. Time that is worked in different divisions, locations, or other logical separators will be included in the employee time detail. Overtime premiums and other calculations are performed to ensure accurate pay. For employees being paid under separate W-2s across different divisions, separate records for each position can be setup to capture and track time data separately.
Supervisors can view information within their work group and by employee.	Yes. Supervisors have the ability to view an employee at a time or by select defined group.
Ability to import schedules.	Yes. The ability to import schedules is available. ADP would like to have further discussions on your



	requirements.
Ability for schedules to populate the employee's time card.	Yes. Schedules can auto-populate employees' timecards.
Time Tracking	
Ability to track hours worked by day.	Yes. Time can be tracked by lump sum hours, in/out time, or by punches.
Ability to set standard hours or schedules so that employees only enter exceptions.	Yes. Standard schedules can be established and will automatically populate an employee's timecard. Employees can then just record their exception time. Standard hours can be established and exception time can be entered by employee and an auto-decrement feature can be used.
Ability to require employee to associate time worked with business unit, budget code, job code, project number or pay type, ideally with a customized drop down menu.	Yes. ADP's time and labor application offers 7 client-defined labor charge fields which allow employees and managers to allocate worked time against. The labor levels can be configured to be flat or hierarchical (parent-child related). Employees can apply time to multiple labor-level combinations per day as configured by their employee profile.
Ability to set default job codes, business unit codes or project codes in system.	Yes. ADP's solution provides for the ability to define labor levels based upon the needs of your organization. The standard labor-level configurations supports up to 7 client-defined labor levels (e.g., department, job, project, task, etc.) to which employees can be assigned and/or allocate their time worked against.
Ability to set a time frame and review both days and hours worked for FLMA, Workers Comp, mid period pay changes.	Yes. Our fully-integrated leave module available provides the ability to track leave cases, determine eligibility, create and manage documents, project the application of paid and unpaid time, and post that data to the time card. Self-service functionality allows employees to submit new leave requests, request additional leave time, and view their leave status online. With an all-in-one solution, you can manage a variety of leave types through one simple, coordinated process.
Ability for managers to view for a specified period of time, hours worked by employee, budget code, job code, organization level and/or pay type.	Yes. Managing data in real time. ADP's solution provides managers and supervisors with real-time access to valuable information through the use of online time cards, views; and reports.
Approvals	
Allows for multiple individuals to approve time electronically.	Yes. ADP's solution allows for multiple levels of time card approval. Employees. Employees can electronically approve their own time card, and then the system allows for multiple managers to approve employee time cards.



	<p>Managers. When a manager logs on, only the employees who report to that manager are visible. Managers can perform group edits by highlighting multiple employees and adding/editing punches or hours. Rates can also be edited according to assigned security profiles. Multiple managers can approve employee time cards.</p> <p>The manager can highlight multiple employees and drill down to employee time cards, schedules, and profiles or run reports on selected employees. Once the manager has selected time sheets to edit, navigation can be accomplished via alphabetical drop-down, employee ID drop-down, or by scrolling through the employee list. Since the ADP time and labor application follows your rules, the manager needs only to address the exceptions (identified in red).</p> <p>Approvals may be applied to an individual time card and/or to a group of time cards (daily or by pay period). Once approved, user access determines whether or not the time card is accessible for further editing by the approver, or by an additional approver (for example, the manager may approve time and be locked out from further edits, but the regional manager may be allowed access for a second approval). The workflow notification capabilities within the application assist in automating communications and reminders via email throughout the approval process.</p> <p>Payroll administrator/practitioner. The payroll administrator provides approval for the pay period, which allows managers to view the time sheets (but not edit them). This final approval, or “lock payroll” feature, prevents further changes to a pay period in preparation for submission to payroll for processing. The data that falls within these locked pay periods can be reported on but not changed.</p> <p>Managers and administrators have the ability to easily verify and audit which users have approved time cards.</p>
<p>System generates automatic reminders to employees and supervisors to approve or enter time.</p>	<p>Yes. ADP’s time and labor application provides the capability for email notifications to be sent automatically to selected people when certain events do or do not occur (e.g., missing manager approval, missing employee approval, notifications of requests for time off, and critical events when action is required).</p>
<p>Allows for time approval by multiple supervisors when the employee holds multiple positions.</p>	<p>Yes. An optional “employee on loan” feature is available to permit a borrowing department supervisor the ability to approve only the time worked by the borrowed employee, while the remainder of time worked in the home department must be approved by his or her normal supervisor</p>
<p>Ability to flag leave time, comp time and OT for approval.</p>	<p>Yes. Exception alerts for approval can be triggered based on your defined parameters or when specific time codes are used.</p>
<p>Allows manager or administrator to override</p>	<p>Yes. The time card editor is a simple, powerful tool for</p>



<p>time entries.</p>	<p>managing front-line labor. It provides supervisors with flexible views of employees' time and labor data as well as the calculated results. ADP's solution highlights exceptions, which makes it easy for supervisors to edit labor information as necessary. The system documents all edits that are made to an employee's data and offers the ability to create user-defined filters to highlight records which meet a given set of criteria.</p>
<p>Ability for shift leader to enter or approve OT and unscheduled leave at the end of a shift.</p>	<p>Yes. The ADP time and labor solution's time calculation processor runs continuously in order to allow real-time processing of overtime, premium pay, and exceptions.</p>
<p>Overtime and Pay Rules</p>	
<p>Allows the employee to choose compensatory time in lieu of OT and allows the employee to use compensatory time in lieu of leave.</p>	<p>Yes. Compensatory time may be tracked as part of an overtime or other rule that places hours worked that apply towards compensatory time into a special pay code and bucket. In order to maintain a balance of compensatory time within the time system, an accrual bucket (e.g., banked comp time) can calculate and maintain the balances based on the amount of qualifying hours worked multiplied by a factor (typically either 1.0 or 1.5, but any value is valid).</p>
<p>Ability to flag hours scheduled or entered in excess of 40 when an employee is working multiple positions.</p>	<p>Yes. ADP's solution supports various wages and overtime rules. Overtime rules establish the limits and reset methods for accumulating overtime hours. When employees reach overtime goals within specified time periods, they start to earn overtime hours.</p> <p>Configurable overtime distribution rules are available.</p>
<p>Ability to flag supervisors when PT employees approach OT.</p>	<p>Yes. Various OT rules can be established within the solution including OT for part-time employees.</p>
<p>Ability to handle complex pay rules with regard to overtime and specialty pay that vary by work group.</p>	<p>Yes. ADP's solution includes a central calculation engine for compiling time and labor data and applying organization-specific pay rules, examples include:</p> <ul style="list-style-type: none"> ■ Rounding rules. ■ Overtime rules. ■ Meal breaks. ■ Shift pay. ■ Holiday pay. <p>Pay rules are configured, eliminating the need for any software customization. Configuration, as opposed to customization, provides for faster implementation, stability, dependability, and a smooth migration path to future releases and enhancements.</p> <p>This approach offers a virtually unlimited combination of work rule configurations, a critical factor when designing a solution encompassing the multiple sites, states, and</p>



	unions so common with large employers.
Ability to calculate weighted average OT.	Yes. ADP's solution has the ability to calculate FLSA and other organizations' various pay requirements related to the tracking of employee start/stop times, tabulation of hours worked, calculation of overtime, and other pay rules.
Ability to handle OT when it is both paid for hours in excess of scheduled hours for the day <u>or</u> hours over 40 in a week.	Yes. ADP's solution supports various wages and overtime rules. Overtime rules establish the limits and reset methods for accumulating overtime hours. When employees reach overtime goals within specified time periods, they start to earn overtime hours.
Other	
System includes audit trail for entry changes.	Yes. ADP's time and labor solution provides an extensive audit trail which tracks change information on time cards and pay codes. This detail includes before-and-after changes and tracks the user ID that made the change as well as the date and time it was made.
Allows time entry on-line and through time clock.	Yes. ADP's time and labor solution has the ability to capture time via multiple methods, including: <ul style="list-style-type: none"> ■ Web time stamp and time entry. ■ Badge/PIN-based time clocks and biometric clocks. ■ IVR. ■ Mobile data collection. ■ Importing punches from other external systems, such as point-of-sale (POS) systems.
Allows managers to apply filters when viewing time entries.	Yes. ADP's solution supports automatic, real-time views of any time. These can be filtered on the employee, group of employees, time codes and range of dates.
Ability to capture time remotely through the web, phone or wireless device.	Yes. ADP's time and labor solution has the ability to capture time via multiple methods, including: <ul style="list-style-type: none"> ■ Web time stamp and time entry. ■ Badge/PIN-based time clocks and biometric clocks. ■ IVR. ■ Mobile data collection. <p>Importing punches from other external systems, such as point-of-sale (POS) systems.</p>
Allows time history to be maintained.	Yes. ADP's solution meets the federal wage and hour requirements for record retention by providing the ability



	to store an unlimited amount of historical data online.
Allows supervisors and administrators to run exception reports.	Yes. Exception alerts can be triggered based on the client's defined parameters. Some of the most common exceptions are late ins, missed punches, missing approvals, early outs, weekly overtime, daily overtime, very late ins, very early outs, schedule deviations, and unexcused absences. ADP's solution has the ability to notify supervisors when individuals exceed a certain threshold of hours approaching overtime.
Organization Information	
Requirement	Vendor Response
Ability to track and run standard EEO report.	Yes. EEO-1, VETS-100, and VETS-100A reports are delivered as part of ADP's standard report library. These reports can be produced on demand or on a scheduled basis for the client to review/approve and submit.
Ability to export data to create organization charts.	Yes. Organization Charts are available for online viewing as a standard feature and can be exported. Employee photos may be included for the organizational chart.
Ability to track and organize employee data based on: Department and/or division Manager Budget Code Employment location	Yes. Corporate groups are used to define a company's organization, as well as to drive benefits and leave eligibility, security access, and reporting. Corporate groups are held within corporate structures. The six corporate structures are: Business Unit, Location, Company Class, Home Department, Union, and Pay Group.
Ability for managers to update organization information online, such as reporting relationship or location, with approval.	<p>Yes. Self service for managers contains processes that are critical to the manager's need to motivate, guide, and reward his or her team. Configurable manager functionality includes:</p> <ul style="list-style-type: none"> ■ Updating career profiles with information (i.e., license and certification updates, skills, and education) for direct reports and indirect reports. ■ Completing performance reviews. ■ Initiating and managing work events (i.e., new hires, status changes, etc.). ■ Completing compensation changes. ■ Running reports that reflect HR information for direct and indirect reports. <p>System ID and passwords determine what functionality to give to individual employees and managers based on</p>



	their roles in the organization.
Ability to support employees that hold multiple positions with different departments and pay rates.	Yes. Employees may have multiple positions and departments maintained within their employee record. When a position is added for an employee, it is indicated as to which position is the primary position. Administrators can assign different employee positions to different managers, if necessary, so that managers see the positions that report to them.
Ability to create FTE reports.	Yes. The ADP Custom Reporting tool includes cross-reporting across different modules and functions, provides comprehensive totaling and subtotaling options, filtering criteria, a full range of formatting and output format options and the ability to create derived fields by building sophisticated calculations into the reports. FTE calculations and/or data fields can both be included within a report.
New Hire	
Requirement	Vendor Response
Ability to forward information from career center HRIS module (or third party career center software) into main HRIS system so data does not need to be reentered.	Yes. Since all applicant personal data is already stored and does not need to be re-entered, an "applicant" can be transitioned automatically to an "employee" simply by changing the applicant status to "Hire This Candidate." This status change launches the new-hire wizard with data that is pre-populated from the applicant tracking system.
Ability to create a new hire workflow that enables human resources to notify, assign tasks, or collect data from multiple parties in the event of a new hire.	<p>Yes. Practitioners at your company can use checklists to track new hire on-boarding tasks, such as ordering a computer. You can use an ADP-supplied checklist or create a custom checklist. The practitioner who enters the new hire completes the appropriate checklist(s) and can assign any remaining checklist(s) to a specific user or profile in the New Hire wizard.</p> <p>You organize custom checklists by the employee who will complete the tasks. For example, you might create a checklist for a technical support person with tasks such as providing the new hire with phone service and an internet connection. You might create another checklist for the new hire's manager with tasks such as providing the new hire with a welcome packet or obtaining a security badge for the employee. Checklists can contain up to 20 tasks.</p>
Ability to enter new hire data before start date or start of payroll period (effective dating).	Yes. The Employee Portal provides the ability to automatically notify new hire of activities they need to complete and distribute subsequent reminders.
Allows new hires to enter information via an Internet portal prior to start date.	Yes. New hires can access the portal immediately after the new hire process is complete by the HR administrator.
Ability to store and sort by multiple hire dates (ie: date first hired, date first obtained)	Yes. The solution has multiple dates that include: hire date, seniority date, credited service date, adjusted service date, normal retirement date early retirement



<p>“regular” employment status).</p>	<p>date, and rehire date. You may also set up unlimited configurable date fields.</p>
<p>Ability to track pre-employment process activities such as drug testing, physicals and background checks.</p>	<p>Yes. ADP can provide an integrated screening solution. Please reference Exhibit: ADP Screening and Selection Fact Sheet.</p>
<p>Ability to run a report of new hires prior to their start date.</p>	<p>Yes. The reporting tool enables you to report on past, current or future dates.</p>
<p>Employee Termination</p>	
<p>Requirement</p>	<p>Vendor Response</p>
<p>Ability to track termination by reason, date, rehire eligibility and COBRA election.</p>	<p>Yes. ADP’s solution includes a delivered termination process, which includes:</p> <ul style="list-style-type: none"> ■ Entering an effective-dated termination event. ■ Entering a termination reason. ■ Entering an eligibility-for-rehire indicator. ■ Updating other fields as required to meet the client’s requirements. <p>This termination process also cancels automatic pay (if used) and end-dates any benefits deductions according to the client’s policies.</p> <p>You can also add custom checklists to notify others of the termination.</p>
<p>Ability to archive terminated employee information indefinitely.</p>	<p>Yes. Archiving Employee records makes managing the Employee record database more efficient and effective by reducing the number of active employees. The Employee Archiving feature provides you with an easy way to remove terminated employee records from daily tasks such as employee lists or Search while still providing access to the employee information in standard reports, such as termination reports, turnover reports, and compensation history reports. Administrators can include archived employees on standard reports even if they do not have the security permissions to archive employees.</p>
<p>Ability to enter and track performance-related notes on an exiting employees.</p>	<p>Yes. The solution has the ability to track notes, comments and up to 5 supporting documents for performance related events.</p>
<p>Ability to maintain information on property issued to an employee such as laptops, keys etc. the property can be collected.</p>	<p>Yes. The solution has a specific area to track company property.</p>
<p>Ability to track multiple hire and termination data for a single employee.</p>	<p>Yes. The solution has the ability to track multiple dates per employee. All history is kept on each employee.</p>
<p>Ability to create a termination workflow that enables human resources to notify, assign</p>	<p>Yes. You can terminate an employee using a template that contains a step for each type of termination</p>



<p>tasks, or collect data from multiple parties in the event of a termination. For example, to notify and record that computer access has been disabled.</p>	<p>information your company needs to track. A termination activity can be assigned to multiple contributors. The template you use specifies the number of allowed contributors as well as the user or security group assigned to complete each step. Each contributor performs assigned steps (such as updating direct deposit information) and then sends the termination activity to the next contributor. You can also assign a checklist to a termination activity to track termination tasks such as collecting company property. If you have not collected all of the information needed to complete a given step, you can save your entries and complete the step later.</p> <p>When you assign a checklist to a termination activity, you must assign it to the person or group that will complete it. You can assign a checklist to yourself, to the terminated employee's manager, or to any employee who handles termination duties (such as Security personnel). If you assign a checklist to a group, everyone will be notified but only one person can complete the checklist.</p>
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<p>Time Off/Leaves of Absence</p>	
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Requirements	Vendor Response
<p>System automatically updates PTO (or vacation/sick accruals) based on pre-established criteria. Ability to assign accrual criteria (or tables) to individuals or groups of employees.</p>	<p>Yes. ADP's solution includes an integrated and flexible accruals engine. It has the ability to calculate, manage, and track accruals on an individual or group level. Administrators can easily update, reset, and pay out employee accrual balances.</p>
<p>Ability for employees and managers to directly view PTO amounts earned and taken, and the dates on which the accruals were used.</p>	<p>Yes. Managers can have the ability to look at other employee's schedules prior to approving the time off request.</p> <p>Employees can view time-off balances on the time-off request form as well as other areas. They have the ability to see their balances in real time or in a projected view.</p>
<p>Ability for employees to request time off through self service. Managers can approve or deny request through self service.</p>	<p>Yes. Employees may submit an electronic request for time off. The online time-off request form includes a drop-down list of absence codes that are valid for that employee's profile. The request may span multiple dates and can even span days off, such as weekends. The request generates a notification to the employee's manager, and the manager can view the request within the time system and then approve, partially approve, or deny it.</p>
<p>Ability for employees and managers to view future accrual balances based on a point in time.</p>	<p>Yes. ADP's time and labor application offers accruals which provide up-to-the minute balances and projections of each employee's time off.</p>
<p>Ability to hold approved time off requests until appropriate pay period. Approved time off automatically pre-populated in time and</p>	<p>Yes. Upon approval, the time off will populate the employee's schedule and time card and flow into the payroll system on the applicable date.</p>



attendance.	
System automatically flags time off requests for both the manager and the employee when the employee will not have the required accrued amounts. Ability to require additional approval from human resources.	Yes. The system can be setup to flag both the employee and manager if accrual maximums have been met. Specific rules can be applied for HR approval.
Ability to track leave type and dates as part of each employee's record.	Yes. ADP's time and labor application allows you to either track non-worked hours with a non-worked earnings code (defined to be paid or non-paid) and/or schedule employees with the same code to account for their non-worked time.
Ability to produce reports on leaves by organization, department or employee.	Yes. Reports and historical records are available to track non-worked time.
Ability to track FMLA by individual on a rolling calendar year.	Yes. The ADP time and labor solution's Attendance module provides the ability to track attendance occurrences on a rolling calendar basis and provides ability for manager's to enter free-form notes. The system provides employee self-service, which enables employees to view their attendance-related information in real time.
Ability to do multiple coding for leave hours. For example, time off could be coded both as PTO and FMLA.	Yes. The solution has the capability to do multiple coding for one leave event.
Ability to request and approve leave of absence (such as FMLA) electronically, including necessary legal notices.	<p>Yes. ADP's time and labor application includes a highly configurable rules engine for maintaining and administering leave events. When a leave situation is identified, a leave case is created by an HR user. Access to the creation and administration of a leave case is controlled by the application's function access profile.</p> <p>When a case is initiated in the system, the user proceeds through a series of steps to identify the type of leave and enter additional information, such as dates and other notes. The process identifies the employee eligibility for the leave and the hours that are to be applied, and the application checks eligibility according to that client's policies. Documents may be generated from the system for use by the employee, manager, or others. In addition, document due dates and reminder workflow notifications are provided. When a leave case is finalized by the administrator, time is applied to a calendar, posted to the employee schedule and time card, and can be sent for update in the payroll/HR system(s).</p> <p>This fully-integrated leave module automates the tracking and administration of paid and unpaid leave policies and provides valuable decision-support tools so that your managers and HR staff can quickly and easily determine employee leave eligibility/entitlement and monitor absence trends and patterns.</p> <p>The leave module can be used to consistently enforce</p>



	leave policies, improve compliance with mandated policies, and control leaves liability. Our solution can handle concurrent FMLA, state, and client-specific leave compliance; support flexible tracking periods (including rolling forward, rolling backward, quarterly, and yearly); and calculate and track intermittent leave in weeks, hours, or minutes.
Ability to set leave accrual maximums and to flag employees when he or she is approaching leave maximum.	Yes. The system can be setup to flag both the employee and manager if leave maximums have been met.
Ability to map all of an individual employee's time off/leaves during a specified period in a calendar format. Available through self-service?	Yes. Time off/leaves are available in calendar view at both the employee and manager levels within self service.
Benefits	
Requirements	Vendor Response
System updates payroll deductions on benefit election effective date.	Yes. There is full integration between benefits and payroll. All the plans are defined and incorporated in the Benefits module including cost associated with each individual plan. If there is a rate change in the plan that affects payroll deductions then those changes will pass through to payroll and update all the employees affected that were enrolled in that plan on the effective date.
Ability to automatically determine eligibility based on user-defined rules such as employment status, pay plan or job code.	Yes. The benefit rules engine is flexible to set up different eligibility rules by benefit plan type.
Ability to automatically update premiums for age/salary driven benefit calculations.	Yes. Each benefit plan can accommodate different rules associated with age and salary. This allows for the calculations to be automatic in the system.
Allows employee self-service for: <ul style="list-style-type: none"> • Viewing employee's current plans and covered dependents • Viewing related information such as summary plan documents • Viewing plan comparisons • Viewing educational tutorials • Links to carrier website • Displays only the benefit plans for which and employee is eligible 	<p>Yes. Employees can view all benefit related information through the employee self-service portal. You can also customize the open enrollment experience based on the specific requirements of your employees and your organization. This includes adding links to external website, summary plan documents, and tutorials.</p> <p>Employees will only see the benefits that they are eligible to enroll in.</p> <p>Employees also have the option to see their benefits through ADP's mobile application.</p>
Allows for on-line enrollment for new hires, annual open enrollment and qualifying events.	Yes. Employees can make their own benefit elections during open enrollment, and change elections whenever a life event occurs.



System saves partial benefit enrollments until completed.	Yes. The system has the capability to save partial enrollments until final completion.
Ability to notify HR for approval when an election change has been made.	Yes. Workflow approval is part of the benefit plan definition. You can be notified via email or the message center of an election change.
Allows benefit costs to be set up for the new benefit plan year while still processing costs for the current year.	Yes. Benefit costs are maintained on the benefit level. Effective dating is available to set up future rate tables.
System automatically reminds employees to enroll if they have not completed the enrollment process by a specified date.	Yes. The system has the capability to set a specific time period for open enrollment. Announcements and employee messages can be defined on the self service portal.
Ability to establish benefit-related workflows.	Yes. The client has the capacity to establish workflows with multiple levels of acknowledgement and approval.
Ability to tag benefits as pending/approved/not approved when medical certification is required or if a qualifying event must be approved.	Yes. If a benefit requires evidence of insurability, this requirement will be establish in the benefit plan set up. Upon enrolling, the employee will receive a system generated message that EOI is required and must be presented to the Administrator in order for the enrollment to be processed.
System notifies administrator when new hire enrollment is complete.	Yes. Workflow approval is part of the benefit plan definition. You can be notified via email or the message center of an election change.
Ability to track who has completed or not completed open enrollment.	Yes. Administrators can stay well-informed on enrollment changes and ensure all eligibility requirements are met by establishing notifications and approval rules using the custom Workflow tool. The Benefit Administrators will also have access to several standard benefit reports such as employee enrollments, enrollment profile activity, pending evidence of insurability, employee and dependent enrollments. They can also build their own benefit report templates in the ad-hoc reporting tool.
Allows employees to add or delete dependents.	Yes. Employees may have the ability to add or delete dependents.
System confirms enrollment or changes to benefits.	Yes. The system confirms enrollment or changes to benefits. It also can produce a confirmation statement.
Ability to generate a "total rewards" statement.	Yes. Through the ad hoc reporting tool, the client can define and format their own unique report templates.
Ability to archive previous enrollment history.	Enrollment history is kept on an employee level basis. You have the ability to see just current enrollments or view the history.
Allows employees to calculate the monthly deduction amount based on enrollment.	Yes. Employee benefit elections may be calculated based on various pay period cycles.
Ability to create reports showing enrollment	Yes. The solution has standard benefit reports available to you. You also have the ability to create your own



by benefit type for insurance carriers or TPAs.	benefit reports. The benefit module includes bill reconciliation tools and detail premium reporting. The solution can be set up to electronically feed your benefit changes/elections to your benefit carriers.
Ability to create benefit premium reports.	Yes. The solution has carrier billing and invoicing. These can be filtered by business unit, locations, departments, or all.
Ability to run reports on dependents.	Yes. This is a standard report in the system.
Ability for system to feed insurance carriers Masterfile and deduction information electronically (eliminate duplicate data entry to be sent to providers)	Yes. Benefit providers are kept informed of all the changes that are occurring not only with the company but with all the employees that are enrolled with that provider. If there is a life event change at the employee level, that change is communicated to the provider via carrier connections. If the benefit providers need additional data then the Administrator has reporting capabilities allowing the Administrator to pull the reports needed in the format needed to be provided to the providers. The vendor list is extensive, compiled of hundreds of vendors. In the majority of instances, if the vendor will accept a feed from ADP, then the connection can be created.
Can the system identify a mismatch between eligibility or demographic characteristics and benefit enrollment, and alert end users or administrators? For example: <ul style="list-style-type: none">• An employee's dependent reaches an age when they are no longer eligible for insurance.• An employee's employment status has changes (FT to PT) and they are no longer eligible for benefits.• An employee is promoted and now qualifies for additional employer-paid life insurance	Benefits administration tools enable you to streamline your benefits processes and reduce data entry (as well as errors associated with manual entry). System users can "future-date" or "post-date" changes to an employee's record and create history on the record at the same time. Effective-dating functionality facilitates point-in-time reporting. The ADP application's benefits tables automatically populate deduction and employer cost amounts when the appropriate plans, types, and coverages are selected. At plan-year change, history is stored for the old plan year, and new rates can be loaded and mass-changed for employees who are currently enrolled in specific plan types. Administrators can stay well-informed on enrollment changes and ensure all eligibility requirements are met by establishing notifications and approval rules using the custom Workflow tool. Beneficiaries, dependents, and pertinent dates can be attached to employee benefits for quick reference and reporting. All fields in the benefits functional area are available through the report-writing tools. If needed,



	<p>ADP can automate the communication of benefit changes to your vendor partners which translates in big gains in efficiencies and accuracy.</p> <p>Pre-defined report templates – both point-in-time data and analytical reports – give you a multi-dimensional view of your HR and benefits data. For more customized reporting, you can use the system’s user-friendly ad hoc reporting tool to assist with timely and accurate compliance, decision-making, and forecasting.</p>
Compensation and Performance Management	
Requirements	Vendor Response
Ability to store compensation range information as part of the employee record.	<p>Yes. You can establish all of your salary structures through salary plans, grades, and associated ranges in the ADP solution. The system automatically calculates the range penetration and compa-ratio for each employee. Standard reports list all salary grades and the associated minimum, midpoint, and maximum amounts being paid for the grade, as well as an above-maximum and below-minimum analysis.</p> <p>You can also run audit reports or create ad hoc reports on any of these data elements.</p>
Ability to store step compensation ranges such as example, minimums, maximums, midpoints (or steps)	<p>Yes. The proposed solution includes the capability to have multiple pay grades established. Effective dating can be used to accommodate the change in pay grade for each employee.</p>
Ability to do mass updates of base pay by employment status.	<p>Yes. With the Mass Change option you can make simultaneous updates to many employee records based on the specified selection criteria.</p>
Ability to assign start and stop dates to different types of premium pay.	<p>Yes. The solution allows for start/stop control for earnings and benefit deductions through the effective dating feature.</p>
Allows employees to access current compensation and compensation range/plan information via self-service.	<p>Yes. Employees may have access to view their current and historical compensation. This is defined by the permissions under the user role.</p>
Allows managers to access compensation data for employees and run reports.	<p>Yes. If given permission, via online Manager Self Service, managers can view current and historical compensation data for their direct reports.</p>
Allows managers to view general compensation plan structure.	<p>Yes. If given permission, via online Manager Self Service, managers can view current and historical compensation data plan structures.</p>
Allows HR to set up compensation policies providing managers budgets and pay increase suggestions based on performance and current comp-ratio or salary structure.	<p>Yes.</p>



Ability to produce compensation notification documents for employees.	Yes.
Allows HR, manager and employee to track pay history.	Yes. Compensation history is available at the manager, employee and administration level. Paycheck information is available at the employee and administrator levels only.
Ability to track performance reviews, both due date and date completed.	Yes. The solution has the ability to track both due date and date completed. It can also notify both employee and managers of an upcoming performance review based on the parameter defined by the client.
System automatically notifies a manager when a performance review is due and overdue.	Yes. The solution has the ability to track both due date and date completed. It can also notify both employee and managers of an upcoming performance review dates or overdue dates based on the parameter defined by your company. The system can be configured to setup certain reminders via the portal or email notification.
Ability to complete annual goals and results (performance reviews) online.	Yes. The solution gives you the ability to track goals and their progress on multiple levels. Managers and employees can have access to performance reviews and goals via the self service portal.
Ability to store and report on performance review documents as part of the employee record.	Yes. Performance review documents are kept as part of the employee's permanent record.
Ability to store discipline data as part of the employee record.	Yes. You can create performance review policies to track disciplinary information.
Career Center/Applicant Tracking	
Requirement	Vendor Response
Ability to post positions on career websites in one step.	Yes. A unique URL will be created for each job position and you can leverage a one step process to leverage linking to Social and Business Networks.
Ability to customize on-line employment application.	Yes. You can apply themes to job postings to extend company's brand through logo, font, alignment and color configuration.
Ability to track applicants to open requisitions.	Yes. The solution offers external candidates to apply for open requisition via the web. Once they submit their information they are automatically seen in the recruiting module and able to be searched by multiple criteria.
Allows an applicant to be a candidate for multiple requisitions.	Yes. The system allows for candidates to apply for more than one open position. The applicant profile collects information that applicants can use again and again as



	they apply for different positions.
Ability to search applicant database based on key words or criteria.	Yes. You can complete a full search on candidate records and attachments using keyword searches. Applying filters to searches for the most qualified candidates for open postings makes the recruiting and staffing process even easier.
Allows candidates to upload multiple documents or scanned images during application process, such as resume, cover letter or veteran's preference form.	Yes. The candidate has the ability to upload up to 5 documents. The administrator can upload an additional 5 documents to the candidate's record.
Allows an applicant to update a previously submitted application to apply for future openings.	Yes. The applicant profile collects information that applicants can use again and again as they apply for future openings.
Ability to easily create customized questions for individual requisitions in addition to the standard application.	Yes. The solution allows an unlimited number of questions to be created for assessment purposes. Each job posting can have their own unique set of questions assigned to it.
Ability to establish access for managers to directly view, comment and respond to applicants.	Yes. Hiring managers can perform the following functions: Review pre-screened applicants, track applicant status, schedule interviews, communicate with applicants via e-mail, view communication history and report on communications, view and print assessments between applicants, view and print applicant job history, qualifications and resume, record interview notes, enter additional applicant information if needed, and search for applicants based on a variety of criteria (e.g., location, skills, prior employers, zip code, and metropolitan areas).
Ability to communicate with applicants via e-mail using established templates, such as turn down notices.	<p>Yes. E-mails are created as generic templates that can either be sent out "as is" or edited later for an individual candidate. They are made available according to certain statuses so that upon an application status change, a status-appropriate e-mail can be sent to the candidate. Because e-mails are tied to status labels, status labels must be created before candidate communication e-mails can be associated with them.</p> <p>E-mails can include telephone numbers, web address links, further information about the company, legal disclaimers, and anything appropriate for that status. These e-mails should be generic in that they are "canned" or "standard." However, they can be edited for individual candidates before being sent out. Editing or adding-to should not be relied upon, though, especially when multiple Administrative users and Manager Self Service users will be sending them.</p>
System automatically generates notice to user upon enrollment and when application is complete.	Yes. The system can generate automatic email communication as soon as the candidate applies for a position and for every status change thereafter.
Ability to track human resources or manager	Yes. Notes entered in the Candidate record provide an excellent communication tool between recruiters, Administrative users, and hiring managers. They can



notes in the system.	also be very useful for tasks such as logging phone interview comments or noting special cases. Notes will be viewable by hiring managers when the candidate record holds a status to which they have permission, but will not be transferred into the Employee's record if hired. Also, notes are not made available to candidates or eventual employees, unless the candidate is hired into an Administrative user or manager role with rights to the Recruiting & Staffing feature.
Ability to archive applicant information after the requisition is filled or process is complete.	Yes. The solution enables you to change the status of the requisition from published to unpublished. This will keep the posting from being seen by external candidates.

Service

Describe your approach to implementation, and provide a sample implementation timing and action plan for our company.

The lead time for an implementation depends on several factors, including: functional requirements, project complexity, customizations, training availability/participation, and availability of client resources. On average 16-20 weeks for an implementation of payroll, enhanced time and labor and HR solutions, but additional analysis is required to provide a more accurate timeline.

Please reference Exhibits: ADP Implementation Methodology, Implementation Excellence, Sample Project Plan.

Who would be assigned to the implementation team, and what is their experience and background?

Because a substantial amount of time can pass between submitting an RFP response and the actual implementation of services, we are unable to provide you with specific information regarding the client's project team at this time. We will provide the requested information upon being named a finalist.

Do your employees do training and the implementation or is a 3rd party involved?

ADP employees generally provide all training and the implementation.

What is the training process for the first payroll run? How many parallel runs do you perform?

ADP will provide you with a team of implementation specialists along with a project manager for your support throughout the implementation process. The project manager will serve as the lead liaison for ensuring successful completion of the implementation. Once implementation is completed, there will be a soft handoff to your relationship specialist for assistance moving forward. Training will be provided throughout implementation at no charge if you would like additional training or a refresher moving forward.

We provide end-to-end testing using your converted data, which helps ensure that all business processes are fully validated during testing. Your assigned implementation consultant will work with you during this validation process.

Cross-quarters testing.



Since ADP does not have hard-close quarters, it is not necessary to conduct cross-quarter testing. Clients can still access all quarterly data.

Year-end testing.

We utilize a separate process for performing year-end system updates and testing for clients in active production.

Annual seminars are held to review year-end processes and provide legislative updates.

Please reference Exhibit: Training Excellence.

Describe your support center operations, including hours and location. What is the average tenure of your support center staff? Would we be assigned an account representative for support? If yes, what is their experience and tenure? How is back up support handled?

ADP Major Account Service's clients are supported by a network of world-class processing, hosting, and client service centers.

HR/payroll services: ADP has solution (client service) centers located in La Palma, California; Pleasanton, California; Roseland, New Jersey; Chicago, Illinois; Salt Lake City, Utah; Elk Grove, Illinois; Louisville, Kentucky; Des Moines, Iowa; El Paso, Texas; Bothell, Washington; Augusta, Georgia; Florence, South Carolina; Alpharetta, Georgia. In large part, the geographic proximity of the client will determine the processing and solution centers that will directly support the client administrators and employees.

ADP supports an additional 30 regional print and production centers that can be utilized in the event of an emergency.

ADP's wholly owned and managed, ISO27001-registered hosting facilities are located in Georgia and South Dakota. These facilities support our HR, payroll, benefits, and timekeeping application services.

Our Service Center hours of operation are Monday through Friday 8:00 a.m. to 5:30 p.m. (in your local time zone, excluding ADP holidays). ADP Hosting Services may be reached during this time frame via our toll-free telephone number, web application, or email.

Between turnover and promotions with our clients and also internally at ADP, your dedicated support specialist may change, however, not very often. Of the dedicated client team that will service your account, there is an average tenure of 10 years.

ADP uses a staffing formula to ensure that appropriate staff levels are maintained at all times. Back-up staff members are trained and managers use software to monitor the incoming call volume so they can assign more employees to take calls (or take calls themselves) to ensure that we provide efficient, effective service to our clients at all times.

Each client service representative has back-up team members who are familiar with every account. A client service center manager is available to address escalation issues.

The advantage of our staffing model is the cross-trained, cross-functional team – which enables us to provide better coverage and support for our clients through the various peaks of the year. This model also supports coverage when our associates take time off.

Please reference Exhibit: Service Excellence.



What type of technical training do you provide to ensure that your clients remain abreast of regulatory changes with regard to payroll?

ADP's legal and regulatory compliance teams are keeping our operational teams up-to-date in order for us to be prepared for any service change we may need to make regarding the legislation. We are continuously educating our clients by various methods:

- ADP's public website www.adp.com has tools and resources to help update our clients. Here are a few examples:
 - **Compliance Connection** – Helps you monitor and access information for payroll compliance.
 - **Legislative Updates** – recent highlights related to issues surrounding regulatory compliance updates set forth by various government agencies.
 - **Health Care Reform** – updates our clients on the changes around the Affordable Care Act.
 - **Economic Stimulus Plan** – Has the latest updates on the American Recovery and Reinvestment Act of 2009.
 - **ADP Research Institute** – combines ADP's worldwide expertise in the workplace with a deep, fundamental approach to identifying and analyzing the trends that shape the world.
- Newsletters on variety of subjects are available to be sent automatically to our clients to keep
- Setting up client-facing webinars to review health care reform.

What type of training do you provide to ensure that your clients are aware of best practices and technological upgrades?

ADP uses various methods to alert our clients to changes in certain policies and regulations. The communication includes a description of ADP's approach to incorporating the regulation change into supported applications if applicable. Quarter and Year End Seminars and client-facing seminars are also available along with various booster trainings. Notification methods may include conversations with support representatives, email notification, newsletters and documentation on the support/help web site. The frequency of the training events is dependent on the topic being presented.

Please reference Exhibit: Training Excellence.

How are clients notified of system issues or downtime? How much down-time have you experienced over the last two years? Describe how you handle technological upgrades with your clients so that down time is minimized. Please attach all necessary and available SAS70 documentation.

The ADP system is an online, real-time database environment. The system does not require down time or periods of inactivity to interface, download, or transmit data files. For day-to-day activities, there are no processes within the application that lock or require users to be locked out.

ADP has retained a nationally recognized public accounting firm to perform SSAE 16 (or equivalent) reviews for most of our major product/service offerings, and we assist our clients in their efforts to comply with Sarbanes-Oxley by providing any routine report to them at no additional charge. Most of our reports (SOC I) are issued two times per year (with March 31 and September 30 report dates). These reports are designed to be used by current ADP clients and their external auditors to evaluate the effectiveness of controls in operation at ADP.

What written documentation is provided with your service? What type of information is available on your website?



We provide handouts, manuals, PowerPoint presentations, and reference cards depending on the type of training you are undergoing. References are always available at request as well. We are partners with APA, SHRM & PMI so our training curriculum qualifies for recertification credit hours in these areas. Additionally we offer an ADP Certification credential to our clients who complete advanced training courses.

How is the quality of your support center monitored? Describe any formal quality programs you have in place. Review any available quality or performance data. What percentage of service calls are resolved upon first contact? If a call is not resolved, what is the process to resolve the issue?

ADP call center support is available during normal working hours. We have 24/7 monitoring except during scheduled maintenance windows, which occurs once per week during off-hours.

In addition, ADP's online support tools allow 24x7 accesses to key product documentation, user forums, updates, and case management information.

We have a Client Service 'Wow' program where our representatives are awarded for displaying stellar customer service. We also have a quality and retention program in place for all of Major accounts which takes into account improvements in Quality Surveys and improvement for Retention. All associates are held accountable for quality. Our performance goals affect each associate on their Performance Reviews. In addition, Sr. Team meets regularly to discuss Quality Survey results and client comments to make improvements on a Center and National level. Additionally, we have a program in place that rewards our associates for continuous learning. We have knowledge pay increases for professional certifications as well as skilled based pay for service associates.

During normal hours of operation (prime-time hours), ADP uses commercially reasonable efforts to provide responses for each occurrence reported by the client within the timetable set forth below:

- Priority 1 – Client outage. A major system or component critical to service is inoperative.
- Priority 2 – Urgent. The client is impacted by a service delay but is still able to maintain basic service functions.
- Priority 3 – Service delay. The problem has a reasonable circumvention, and the client can continue with little loss of efficiency.
- Priority 4 – Minor/informational. The call requires minor action or is for information purposes.

What types of issues are routinely resolved through service calls? What types of issues are likely to result in additional service charges?

Service calls are instructional in nature; how do I utilize my products or services or achieve a particular outcome.

We predominately only charge clients additional fees for services related to our Tax Filing Product. An example of this would be if a client had to process a pay adjustment retroactively to a prior quarter or year and ADP would be required to file amended Tax Reconciliations to impacted taxing jurisdictions.

What is the ratio of support center staff to clients? On average, how long do clients wait to have a call answered?

The ratio of support center staff to clients is 1:9.
Average wait time is 3-20 seconds.

Do you facilitate a user group? If so, how does the user group function?



Regional user group meetings are the perfect opportunity for our clients to:

- Share experiences using the product and services with other users and learn from their experiences
- Learn about top-rated product features & functionality
- Meet one-on-one with product and service experts
- Learn tips and best practices from other users

In addition, user group meetings provide a forum for us to hear, first hand, client feedback regarding our product and services.

User group meetings are intended for all clients who are interested in learning more about the product and in networking with other users. From payroll to benefits to human resource professionals, user group meetings are a great forum for all users.

User group meetings are held twice a year in select locations throughout the country. Our recent round of user group meetings took place in Atlanta, Boston, Chicago, Houston, Northern California, Southern California and Parsippany. Our roadmap and details for spring user group meetings will be available in the coming months.

Client Advisory Council

The Client Advisory Council is a group of ten selected client representatives who provide a forum to work with ADP on client initiatives and communication, product strategy and direction, marketing initiatives and other client-related activities as it relates to the ADP solutions.

The Client Advisory Council has three principal objectives as follows:

- To foster stronger relationships and loyalty between ADP and its clients.
- To establish a formal, direct medium for soliciting client input.
- To serve in an advisory capacity as a sounding board for providing guidance and feedback to ADP on client, product, marketing and service initiatives as it relates to the products and services.

The criteria for participation in the Client Advisory Council is the Council Members should represent a diverse mix of backgrounds, industries, sizes and regions of the country. Council Members should embody the following characteristics:

- Seasoned management-level Human Resources professional.
- Commitment to being an ADP client.
- Ability to contribute and articulate knowledge and ideas.
- Commitment to the Human Resources profession.
- Influential, well positioned, respected in Human Resource community.
- Any prior experience with an Advisory Council is preferred.

The City experiences significant fluctuations in season hiring. How would your system help us to effectively and efficiently manage adding and removing these individuals from payroll? How does your system leverage past employee data for rehire?



Everything within the Workforce Now Platform is designed to incorporate “wizard” driven processes, guiding the user step by step through the process they are engaging in. In the example above of a adding or removing an employee, there are a specific “New Hire, Rehire, and Terminate” Wizards. These wizards will guide the user through easily facilitating everything from last pay, to terminating/adding benefits, or even collecting/handing out company property (keys, vehicles, computers, etc). When self-service is used, no rekeying of data is required. Everything from hiring to terminating is accomplished from the same place, in the same system, without rekeying data or signing into multiple systems.

Does your organization specifically handle deposit and filing of taxes and processing of W-2s or is it handled by a 3rd party? Does your organization file state unemployment insurance reports and quarterly tax returns (941) and if so, does it include in the base service or is it an additional fee?

ADP prepares, files, and deposits federal, state, and local taxes, while also issuing the required monthly reporting to relevant tax authorities. ADP also responds to associated inquiries from any tax agency. ADP handles your company’s year-end requirements, including direct reporting to the proper tax authorities and statements of deposits and filings made on your behalf.

General System Requirements

It will be necessary for the payroll data to interface with our general ledger. Name any clients you have where you have established a similar interface. Once this interface is established, who is responsible for maintaining the integrity through system upgrades etc? Is a tool available to drill down/analyze data posted to the general ledger?

The initial set up of the GL process will map a client's account numbers to the various totals we will calculate for earnings, taxes and deductions. Upon completion of the payroll, ADP will create an import ready electronic file for viewing of the journal entries. The user can view, then import the entries into their financial application. If necessary, the user can adjust the entries, add new account numbers or add new departments to the setup of the GL. The tool offers drill down and analysis capabilities.

The client maintains control over the GL mapping; however, ADP can provide support if assistance is needed.

Each general ledger file specification is unique to each client. We have interfaces established with approximately 90% of our clients.

How do you handle system upgrades? Are upgrades included in the basic agreement or are additional fees assessed?

As it is a hosted product, all upgrades are generated by ADP and pushed directly to client. Announcements of updates, and impact on client are sent to client prior to upgrade. Upgrades are included in your service agreement.

What type of customization can clients do without incurring additional fees?

ADP Workforce Now is designed to be fully configurable in the range of functions and features activated as desired by the client. This includes determining which pages, portlets, features, and fields are accessible to any or all users, plus setting levels of access, workflow paths, security controls, and even adding custom fields. The intent is to allow on-the-spot client configuration of the system as needed, with little need for customization.



Who has responsibility for maintaining customization changes? Will customizations be overwritten in an upgrade?

The client's Administrator has the rights to change and maintain configuration of the solution.

ADP invests significant research and development dollars on improving our web solutions for our clients. When a new version is available for general release all clients will be migrated in ADP defined groups. There will be no adverse effect to the configurable client facing attributes.

Describe the integration between the payroll, time and attendance, and human resources modules.

Work Force Now (WFN) is single sign-on solution that uniquely combines payroll, human resource administration and time and attendance.

How much history can be maintained in your system, and is the amount consistent across modules/applications?

The system keeps unlimited history on fields where history is maintained.

What functions within your software are accessible via the web?

ADP Workforce Now (WFN) is a web-based platform designed to be utilized at all levels; administrators, supervisors and employees.

Access is available anywhere a defined user has an Internet connection. Users can easily access company-specific documentation, such as: policies, handbooks, FAQs, forms, benefits documentation, etc. Links to these documents are provided in various areas of the application.

ADP provides a free mobile application download by which employees can access Accrual Balances and Time Off, Benefits Profile and Summary, Calendars and Reminders, Approvals and Notifications, Personal Profile, Pay Statements, Corporate Directory, Clock In/Out & Late Arrivals Timecards, Retirement Savings, and Company News.

What support would be required from our IT department?

The proposed solution is hosted. There will be limited support required by your IT department with the exception of your onsite hardware.

Please refer to exhibit: Workforce Now Product Requirements Card.

How do you assist organizations in rolling out self-service? What training would be available to employees and/or managers?

ADP provides guides and online help so that your administrative users are empowered with the tools needed to accomplish frequent tasks. In the event the issue is unusual or not addressed in the guides or online help, Client Name administrators can contact your ADP client support specialist. Help documentation is provided in PDF/HTML/Word/Excel and online formats for all modules. On-line help is also available at the manager and employee level.

In addition to guides and online help, we also offer a variety of training options, including instructor-led classroom training, instructor-led virtual training, and online tutorials.

ADP values product suggestions from clients on current features, as well as suggestions for upgrades and enhancements. To submit a request or suggestion, clients can simply click the product suggestions link in the upper-right corner of any page within the application.



ADP offers through our support center site accessed through the application the following self service resources:

Employee Self Service

Once you and your ADP representative have set up and customized your ADP Workforce Now™ Self Service Web site, you can roll out the site to your employees. Use the Employee Self Service rollout presentation to show your employees the features and tasks you are making available to them. Keep in mind, however, that while the presentation shows the tasks that an employee *can* perform in Self Service, your company may limit employees' access to certain tasks.

- Employee Self Service rollout presentation
- Job aid for customizing the Employee Self Service rollout presentation

Manager Self Service

Once you and your ADP representative have set up and customized your ADP Workforce Now™ Self Service Web site, you can roll out the site to your managers. Use the Manager Self Service rollout presentation to show your managers the features and tasks you are making available to them. Keep in mind, however, that while the presentation shows the tasks that a manager *can* perform in Self Service, your company may limit managers' access to certain tasks.

- Manager Self Service rollout presentation
- Job aid for customizing the Manager Self Service rollout presentation

To what degree can your self-service interface be customized?

The self-serve applications are designed to be fully configurable in the range of functions and features activated as desired by the client. This includes determining which pages, portlets, features, and fields are accessible to any or all users, plus setting levels of access, workflow paths, security controls, and even adding custom fields. The intent is to allow on-the-spot client configuration of the system as needed, with little need for customization.

Reporting

Describe how the report writing tool works. Is the same tool used in all modules or do the reporting tools vary?

The ADP solution delivers a variety of powerful, yet flexible, reporting tools, including ad hoc reporting and numerous pre-built reports.

ADP Custom Reporting tool is one Reporting System that allows for Cross Module Reporting on information from the Payroll and HR Modules and provides comprehensive totaling and subtotaling options, filtering criteria, a full range of formatting and output format options and the ability to create derived fields by building sophisticated calculations into the reports. FTE calculations and/or data fields can both be included within a report. Using the reports you create with ADP Reporting, you can communicate critical information to other users within your company. Send report results electronically or provide access to other team members to run their own reports. You can also export report data to use in other applications or spreadsheets, providing you more flexible access to your data.



Reports can be displayed, printed, and saved in the following formats: HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (txt), and XML and can be downloaded to share with a data warehouse for use by third-party reporting tools.

Once users securely logon, they access the report set-up wizard that guides them through a step-by-step process to create report(s). Users have a wide choice of data fields, sorting criteria, and totaling and formatting options, plus the ability to create robust calculations. Report setups can be made available for other ADP Reporting users to access, and finished reports can be viewed, saved, printed, and/mailed.

Ad hoc reporting functionality is hosted by ADP and is securely accessed via the Internet through your portal. Reports are created and accessed based on the assigned security profiles within the system.

ADP provides database-level security to enforce a user's security restrictions even when he or she is using the reporting tools.

Additionally, ADP clients receive standard payroll reports containing check-level, summary, and tax data. Reports delivered with ADP's solution can be modified to suit our clients' needs, or ad hoc reports can be created via our delivered report-writing tools.

ADP's time and labor solution is designed to provide a library of standard reports that are simple to access and run. There are more than 200 standard reports delivered with the application, depending on the specific modules installed. If you require additional reports, these can be written and placed in the report library. The report library available to a given user is based upon access profiles.

The application provides integrated reporting capabilities that enable you to perform a number of tasks that enhance the usability of the standard reports:

- Schedule a report to run at a specific time or at specified intervals.
- Send your completed report to a printer, your browser, or to an email recipient from within the application.
- Use query/filter to select people, location(s), or conditions for reports.
- Browse the report online instantly.
- Utilize application data security permissions for reporting.
- Access up-to-date totals and information in real time.

What special features and functions make your product distinctive in general query and analysis?

Please refer to our response above.

Describe how your report writer can filter data in multiple ways using any field. Can data be sorted by both financial parameters (business unit, budget code) and human resources parameters (organization level, job code)?

ADP Reporting has a wide choice of data fields, filtering, sorting criteria, totaling and formatting options, plus the ability to create robust calculations. View your finished report online, save it, print it and/or email it to management. Reports can be displayed, printed and saved in the following formats: HTML EXCEL, CSV, PDF, TXT, and XML.

Describe the system's ability to format reports. Does the data have to be exported to a Microsoft Office product before formatting can occur? Attach a formatted report that was created using your system that includes an organization logo.



ADP Reporting has a wide choice of data fields, sorting criteria, totaling and formatting options, plus the ability to create robust calculations within the report template. View your finished report online, save it, print it and/or email it to management. Reports can be displayed, printed and saved in the following formats: HTML EXCEL, CSV, PDF, TXT & XML.

Please reference Exhibit: Sample Custom Report.

Time and Attendance

Are time and attendance and payroll part of the same system? Separate modules? How is full integration achieved for the customer?

The proposed solution is a single sign-on solution composed of separate modules.

If time and attendance is a separate software program, is it covered under the same terms of agreement regarding customization and upgrades? Does it have a common self-service user interface with the payroll/HR software? Is only one password required for both software applications?

The time and attendance solution is a module that is included in the terms of agreement regarding customization and upgrades. The self-service web portal is used for all modules. The solution is a single sign on application.

Describe how the time and attendance system can be used to effectively and efficiently monitor time in a municipal environment.

ADP's time and labor management solutions help you reduce controllable labor costs, optimize productivity, and comply with mandated wage and hour laws. Our powerful scheduling tools provide immediate access to workforce information and translate into fewer work hours spent administering programs.

ADP can help streamline your payroll data collection and processing through consistent application of pay policies, accurate calculation of hours worked, and seamless transfer of data to payroll. Customizable solutions accommodate complex pay policies, including multiple labor levels, shift premium/differential, split shifts, callbacks, holiday pay, supplemental earnings, and more.

Use these tools to help improve wage and hour and collective bargaining compliance through accurate overtime calculation, clearly documented audit trails, and easy access to timecard data in the event of an audit. Capturing time can be done with your choice of employee badges, biometrics, online timesheets, telephone, or PDA and GPS devices.

Staffing and Scheduling

ADP's workforce management solutions provide business administrators with an easier way to create, evaluate, and maintain schedules. With fast access to employee data such as skills, availability, preference, seniority, and up-to-the-minute hours, you can reduce administrative burdens and allocate your workforce for optimum performance.

Labor Distribution

ADP's labor distribution feature can track where each employee's time is allocated each pay period. Our payroll costing solution calculates employee labor costs (gross to net, including taxes, deductions and memos) by shift worked. This information is presented on standard reports and can be exported to many



third-party software packages and general ledgers. This powerful solution gives you the ability to track where every penny of your labor cost is spent.

Self Service (24/7)

By empowering employees and managers with access to employee information, time worked, schedules, accrual balances, and other information, you can communicate with employees more efficiently and help increase job satisfaction and retention. Let ADP help you implement communications portals and self-service tools to give your staff 24/7 access to what they need when they need it, and eliminate repetitive inquiries to department heads and HR personnel.

Absence and PTO Management

ADP's workforce management solutions provide attendance and leave management solutions to simplify requests for time off, as well as the process for managing and tracking leave, including holidays and vacation, personal and sick days. ADP's solutions accommodate multiple types of leave, including intermittent leave, Family Medical Leave Act (FMLA), long- and short-term disability, workers' compensation, and other local, State or Federal mandated or organizational leave.

Mobile Data Collection

Many municipalities are in the process of adding GPS devices to maintenance vehicles. ADP's Time and Labor Management Systems can remotely capture data from these and other wireless devices. By cutting down on data entry errors, you can save hours of labor every week and improve the accuracy and speed of your data processing.

Describe how the time approval process is handled.

Employees. Employees can electronically approve their own time card, and then the system allows for multiple managers to approve employee time cards.

Managers. When a manager logs on, only the employees who report to that manager are visible. Managers can perform group edits by highlighting multiple employees and adding/editing punches or hours. Rates can also be edited according to assigned security profiles. Multiple managers can approve employee time cards.

The manager can highlight multiple employees and drill down to employee time cards, schedules, and profiles or run reports on selected employees. Once the manager has selected time sheets to edit, navigation can be accomplished via alphabetical drop-down, employee ID drop-down, or by scrolling through the employee list. Since the ADP time and labor application follows your rules, the manager needs only to address the exceptions (identified in red).

Approvals may be applied to an individual time card and/or to a group of time cards (daily or by pay period). Once approved, user access determines whether or not the time card is accessible for further editing by the approver, or by an additional approver (for example, the manager may approve time and be locked out from further edits, but the regional manager may be allowed access for a second approval). The workflow notification capabilities within the application assist in automating communications and reminders via email throughout the approval process.

Payroll administrator/practitioner. The payroll administrator provides approval for the pay period, which allows managers to view the time sheets (but not edit them). This final approval, or "lock payroll" feature, prevents further changes to a pay period in preparation for submission to payroll for processing. The data that falls within these locked pay periods can be reported on but not changed.

Managers and administrators have the ability to easily verify and audit which users have approved time cards.



How much down time was experienced by your time and attendance system in the last two years? How was this managed to minimize disruption to the end users?

ADP contractually stipulates maintenance windows which are reserved for system, hosting infrastructure, and application software maintenance. The system is targeted for availability 24x7 and only taken offline during the maintenance window if maintenance is required. Nightly backups do not require any system downtime.

The City's benefits are effective date of hire. How would your system handle mid-month enrollments?

The benefit plans are set up in the system with logic to recognize the eligibility rules within your benefits plan. When benefits are effective a hire and it is a mid-month hire, the technology would conform to your preferred setup. For example, a mid-month enrollment may require proration of the deduction.

How would the system assist the City in reconciling insurance bills or contributions due to third party administrators?

Carrier Invoicing Tools can help you identify billing discrepancies on the carrier list bill. Additionally, Workforce Now's invoicing tools can produce time saving self-billing reports. With these tools, you can efficiently reconcile carrier invoices, and ensure that you are paying the correct amount for your employee enrollments.

The system provides a number of pre-defined reports such as Eligibility Status, Employee & Dependent Enrollments, Employee Enrollment Activity, Benefit Plan Summary and much more. Workforce Now's comparison reporting tool will enable you to compare benefits report data from different points-in-time to identify any changes, additions and/or deletions. For more customized reporting, use the system's user-friendly point-in-time reports to assist with compliance, decision-making and forecasting.

Describe your 3rd party benefit connections and how data flow is managed.

ADP's solution can automate the communication of benefit changes, such as employee benefit deductions, enrollment data, and any other relevant changes or desired information as configured to your vendor's specifications through an electronic carrier connection.

Organization Information

Give a brief description of your organization's mission and business model. Indicate whether the business is a parent or a subsidiary in a group of companies.

At ADP, our mission is to power organizations with insightful solutions that drive business success.

Our vision is to be the world's authority on helping organizations focus on what matters.

Our values are encompassed in the following key principles:

- Integrity is everything. We conduct our business with the highest level of integrity. We are straightforward and honor our commitments. We do the right thing.
- Insightful expertise. We thrive on turning knowledge into insight. Staying on top of our field and ahead of the curve is how we drive value for our clients.
- Service excellence. We are obsessed with all aspects of the client experience. The strength of our client relationships is the key to our growth and success.



- Inspiring innovation. We strive for constant improvement, always searching for new and better ways to serve our clients and grow the business. We created an entire industry - innovation is in our DNA.
- Each person counts. We believe that each person counts. Each client and associate counts. Each deed counts, and each contact between every client and associate counts. We respect and embrace the diversity of our associates, clients, and business partners.
- Results-driven. We are driven by a strong work ethic that is results-oriented. We encourage prudent risk taking without the fear of occasional failure. By being accountable, we deliver measurable results.
- Social responsibility. We believe in giving back to the communities where we work and live. We encourage and support our associates' commitment to giving back and helping improve their communities.

Where is your company headquartered, and where is the closest facility to our company?

Headquarters: Roseland, New Jersey.

What is your primary business focus? When did you enter the payroll/HR business? What percentage of revenues does this business represent?

Automatic Data Processing, Inc. (ADP) is one of the largest providers of business outsourcing solutions to employers and vehicle dealerships around the world. We bring more than 60 years of unrivaled industry experience to the markets we serve.

We serve over 620,000 employers in over 125 countries, including more than 400,000 small business clients. Over 80 percent of the Fortune 500 companies and over 90 percent of the Fortune 100 companies use at least one of ADP's services.

Wherever companies do business, across the street or around the globe, they can count on ADP to help them succeed.

Year established: 1949.

Public company: NASDAQ: ADP.

Headquarters: Roseland, New Jersey.

Revenues: \$12 billion in fiscal 2014.

Number of employees: 60,000 worldwide.

Web site: www.adp.com

Our broad scope of services and corresponding business units make for an assortment of revenue streams that, when tracked as a percentage of ADP's yearly revenue, do not meaningfully represent our true financial strength and stability.

Please reference Exhibit: ADP Corporate Overview.

Has your company received any awards? How do you distinguish yourself from the competition?

ADP offers a unique value proposition to our clients. ADP has been a leading outsourcing provider of employer services since our inception in 1949. We have seen hundreds of companies enter this field and just as many exit or go out of the business.

Several factors set ADP's solutions apart from the competition:



- ADP delivers the broadest scope of services in the industry. ADP's clients can rely on a single trusted partner to deliver the full range of solutions needed to manage and maintain their workforce. The breadth and depth of ADP's solutions are unsurpassed in the marketplace and include comprehensive offerings in the areas of recruitment, HR management, time and labor management, payroll management, tax and compliance services, benefits administration, and retirement services.
- ADP offers strength and stability that you can count on. With \$12 billion in corporate revenues and more than 620,000 clients, ADP has built a track record of success that is unmatched in the HR/payroll services industry. This validation shows that our business model is in the best interest of our clients and shareholders. ADP's stability and financial track record also allow us to reinvest in our business at aggressive rates. Through this continued investment, ADP is able to continually deliver new products and services that add value for our clients.
- ADP has the experience and leadership to continue delivering the solutions you require. ADP has a mature and extensive infrastructure already in place, allowing us to easily add and service a large number of clients at a lower cost per transaction. These economies of scale extend beyond systems costs to include best-practice procedures in all facets of the business including implementation, training, and support.
- No other outsourcing vendor can match ADP's record of innovation in the industry, from being the first major vendor of outsourced payroll to the recent introduction of pay cards. This is important because it demonstrates ADP's commitment to investing in best-in-class services that will help your business run more efficiently.
- Finally, ADP's compliance expertise is also unparalleled. Our experts maintain and apply comprehensive federal, state, and local tax requirements data for the entire U.S. and many other regions worldwide. In addition, we are the only vendor in our industry that can claim to have 30 SOC I reports covering all of our available systems. This means you are able to off-load costs of compliance on a scale that no other vendor can offer.

Trusted. ADP specializes in providing solutions for organizations with varying employee size. We provide efficient HR, benefits, and payroll solutions to nearly half of the 10,000 largest organizations in the United States each month. By entrusting human capital functions to ADP, our clients immediately benefit from the more than 60 years of experience, financial strength, and stability that has made us a recognized leader in providing HR, benefits, and payroll services.

Efficient. To succeed in today's challenging economic environment, organizations need to maximize the productivity of their current resources and leverage the efficiencies of professional service providers. ADP's comprehensive solutions are supported by an extensive infrastructure so our clients benefit from economies of scale, access to best practices, and current technology. All ADP solutions put our clients in control of their key data and adapt to meet their dynamic needs. Our goal is to help our clients streamline their HR, benefits, and payroll operations – allowing them to provide unparalleled service.

Responsive. Expect responsive, professional account management from ADP. Our commitment to supporting all of our clients' HR and payroll needs is backed with superior products, proven implementation services, and high standards for ongoing support. Certified professionals deliver proactive support from ADP's nationwide network of national solution centers, and a dedicated primary consultant – backed by a full team of solution center consultants – identifies and implements the best solutions to address each client's specific needs.



Best practices. By partnering with a best-practices leader, our clients can save money, improve service levels, and access the most current technology and expertise. In addition, ADP works to minimize our clients' financial exposure and risk by maintaining compliance with federal and state tax laws. Perhaps most importantly, allowing ADP to handle HR and payroll processes frees up valuable resources so that our clients can focus on more strategic initiatives and analysis.

ADP announced on August 20, 2013 that it has been named to Forbes magazine's 2013 list of the World's Most Innovative Companies. The list ranks the top 100 companies that investors expect to be innovative today and in the future. This is the third consecutive year that ADP has been honored, moving up three spots to number 65 on this year's list.

Please reference Exhibit: ADP Awards and Recognition.

Describe your client base for payroll and HR services. What is the average size of your client? What is your client retention? On average, how long do your clients remain with you?

ADP has approximately 50,000 clients on the proposed solution, with many more in the implementation process.

Overall, ADP has clients in virtually every industry sector, including non-profit organizations. In general, our client base is made up of employers that are looking to increase operational efficiencies surrounding HR/payroll, talent recruiting/management, time and attendance, benefits administration, etc. For most, "efficiency" can be defined as controlling ongoing costs, reducing the administrative burden on current staff, and achieving best practices.

It is our policy to release key client names only after their approvals have been obtained and only if ADP is a finalist for the prospective business. Please let us know once ADP is named a finalist, and we will gladly provide this information. We do appreciate being considered for your business, and we recognize that you may not be able to reach a final decision without validation regarding our existing client base.

ADP is divided into 3 major divisions which include Small Business Services (1-49 employees), Major Accounts (50-1000 employees), and National Accounts (1,000+ employees). Currently your organization resides in the Major Accounts space which averages about 550 employees.

Our client retention rate is 92%.

Of the dedicated client team that will service your account, there is an average tenure of 10 years.

What have your average annual sales been in the last five years? Has the company incurred an operating loss during this period?

Our broad scope of services and corresponding business units make for an assortment of revenue streams that, when tracked as a percentage of ADP's yearly revenue, do not meaningfully represent our true financial strength and stability. ADP's main source of revenue is providing outsourcing services, including computerized transaction processing, data communications, and information services, which accounted for nearly all of our \$12 billion revenue in fiscal year 2014. This solid financial position speaks to the strength and reliability that prove ADP to be a wise and safe partner for you now and in the future.

For any additional financial information please go to our website at www.adp.com.

Describe your organization's approach to research and development. What percentage of annual revenue is reinvested in research and development of new technologies? Describe new technologies you have introduced in the last three years.



ADP's internal teams leverage economies of scale to provide our clients the most efficient and comprehensive services possible. In the same way, ADP research and development dollars are invested across multiple services in order to gain maximum benefit and cost savings for both ADP and our clients; therefore, these figures are not reportable by individual line of business.

On average, ADP annually invests more than \$700 million from continuing operations, in systems development and programming, migration to new computing technologies, and the development of new products and maintenance of existing technologies, including purchases of new software and software licenses.

ADP's business vision is to be the market leader in its industry. To accomplish this goal, ADP invests significantly in systems and continues to budget significant systems research and development dollars.

Our system strategy is based on three main tenets: reliability, scalability, and open architecture. We are continuously evaluating the technology landscape for hardware components and configurations that will allow us to provide administrative services to our clients more effectively.

While future plans are always subject to change, at this time we envision Position Control, Expanded Benefit functionality, Succession Management, and Organizational Charting.

Security/Hosting

Describe your approach to system security. Have there been any significant company security breaches in the last five years? How do you handle security breaches?

Please see the following attachments, which provide details of our solution's security and disaster recovery:

Please reference the following Exhibits:

- ***Disaster Recovery and Service Continuity Program***
- ***ADP Hosting Services Security Summary***

Per ADP policy, we do not respond to questions concerning security breaches across all of ADP.

ADP has comprehensive enterprise-wide policies and procedures for reporting and managing security incidents. ADP's policy requires the prompt reporting of all security incidents to our Global Security Office, which serves as the central point of contact for incident intake. A preliminary analysis of the incident type, severity, and impact determines whether Critical Incident Response Center (CIRC) activation is appropriate. The ADP CIRC performs triage of reported incidents to include further escalations as appropriate depending on incident type, severity, and impact, to internal ADP stakeholders and external organizations including affected clients, third-party providers and/or law enforcement.

ADP's policy requires appropriate investigation and evaluation in order to ensure that all incidents are addressed timely and effectively, and in accordance with ADP policy and legal requirements.

What happens when the system is accessed by someone without rights? What password authentication controls are utilized?



An incident handling process has been developed to identify, depending on the type of incident, the constituents of each interdepartmental team. These constituents provide a broad perspective that spans the organization, leveraging technology and expertise in networking, system administration, business community, information and technology security, legal affairs, and public relations. Additionally, should an incident occur, we have prepared to implement our incident response staff by utilizing the services of contracted forensic and post mortem security specialists. Together, the team will work through a predetermined response plan that offers a strategy for addressing all aspects of an incident.

ADP's applications use secure password technology and offer security parameters such as limiting the number of logon attempts, expiring passwords, complex password parameters, etc.

How do you deliver your software? Is it software as a service?

Yes, it is software as a service. The software is hosted by ADP with minimal IT involvement from the City.

Where is our data retained? Do you own your own data centers?

ADP is a unique provider in the marketplace. ADP does not utilize any 3rd party technology development, R&D, or infrastructure. When data is entered into the ADP system, it stays there without need to push to a 3rd party hosting center. ADP owns multiple redundant TIER IV data centers, located strategically across the country and is responsible for data security and privacy. This is a significant differentiator for ADP in the age of cybercrime.

Is there a back-up data center? If so, is that owned by your organization or contracted to another vendor?

There are multiple back-up data centers which are all owned by ADP.

What level of security are the data centers?

Tier IV

What security measures do we need to prepare for?

ADP is responsible for managing the security, disaster recovery, data backup, and system uptime. ADP has also implemented smart security features for our clients which include idle time-out functionality.

References

List any relevant clients within the same industry and client size that you work with. Provide contact information for at least two organizations.

City of Hazelwood

City of Ladue

City of Town and Country



It is ADP's policy to release key client contact names only after their approvals have been obtained and only if ADP is a finalist for the prospective outsourcing business. Please let us know once ADP is named a finalist, and we will gladly arrange this contact. We do appreciate being considered for your business, and we recognize that you may not be able to reach a final decision without validation regarding our services from existing clients.

Our clients' day-to-day activities are focused on their businesses. Because it is our business to assist our clients by reducing their daily responsibilities instead of adding to them, we are extremely sensitive to their schedules. We know you will appreciate this consideration and will understand our reference policy.

List two local clients of a similar size that have recently transitioned to your organization for payroll processing. Provide contact information.

ADP has approximately 50,000 clients on the proposed solution, with many more in the implementation process.

Overall, ADP has clients in virtually every industry sector, including non-profit organizations and municipalities. In general, our client base is made up of employers that are looking to increase operational efficiencies surrounding HR/payroll, talent recruiting/management, time and attendance, benefits administration, etc. For most, "efficiency" can be defined as controlling ongoing costs, reducing the administrative burden on current staff, and achieving best practices.

It is our policy to release key client names only after their approvals have been obtained and only if ADP is a finalist for the prospective business. Please let us know once ADP is named a finalist, and we will gladly provide this information. We do appreciate being considered for your business, and we recognize that you may not be able to reach a final decision without validation regarding our existing client base.

Pricing

Describe implementation and service fees for the desired functionality as outlined in the RFI/RFP.

The fee proposal includes one year of free service spread over three years (4 months of free service for three years) as well as a three year price lock agreement preventing price increases for three years.

Please refer to Exhibit: Pricing attached to this proposal.

Describe any items that would require additional fees and the estimated cost for those additional services.

ADP has answered this RFP to the best of our ability based on what ADP knows about your organization. Final pricing, payment terms, and service model definitions are subject to the completion of a formal scope of services document and an on-site discovery meeting.

How long would the proposed fee structure remain in place?

ADP would offer the city a three-year price lock agreement that would ensure the proposed fee structure would remain in place for three years.

Describe how your standard contract is structured.



In the event that ADP's response to your RFP is accepted by you, ADP's response is based upon the assumption that the parties will reach mutual agreement on suitable, overall contractual terms, and conditions. We have attached, for your consideration, a copy of ADP's standard Majors Accounts Agreement under the terms of which ADP does business with all of its clients (please reference the Exhibit attached to ADP's responses), which we recommend using because it precisely addresses, describes, and supports the issues specific to and relevant to the provision of the services proposed hereunder. ADP is also open to reviewing specific provisions of your RFP, together with ADP's response, for possible inclusion in the negotiated agreement. We look forward to working with your team

What fee increases have your clients experienced over the past five years?

ADP's average annual fee increases over the past five years have been in the 3-4.5% range.

Attachments Required

List or attach standard reports provided through your system.

Please refer to Exhibit: Workforce Now Standard Reports Listing.

Please refer to Exhibit: Sample Standard Payroll Reports.

Attach a formatted report that was created using your system that includes an organization logo.

Please refer to Exhibit: Sample Custom Report.

Attach a payroll exception report generated from your software.

Please refer to Exhibit: Sample Standard Payroll Reports.

Attach a payroll report that shows all deductions, benefits and accruals by employee in a pay period.

Please refer to Exhibit: Sample Standard Payroll Reports.



TABLE OF EXHIBITS

1. ADP Awards and Recognition
2. ADP Corporate Overview
3. ADP Hosting Services Security Summary
4. ADP Implementation Methodology
5. ADP Screening and Selection Services Fact Sheet
6. Disaster Recovery and Service Continuity Program
7. Major Accounts Agreement
8. Sample Audit Trail Report
9. Sample Custom Report
10. Sample Project Plan
11. Sample Standard Payroll Reports
12. Service Excellence
13. Training Excellence
14. Workforce Now Manager Self Service Reports Listing
15. Workforce Now Product Requirements Card
16. Workforce Now Standard Reports Listing
17. Pricing



City Manager's Report Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Liquor License for **Yummy 17**
8041 Olive Boulevard

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: **Yummy 17, LLC** has applied for a liquor license: Intoxicating Liquor of All Kinds By the Package, Malt Liquor not in excess of 5% beer and 14% wine by the drink and retail, including Sunday Sales. The applicant/managing officer is Mr. Xin Jiang.

- A background check by the Police Department revealed no disqualifying information.
- Department approval was granted from Community Development, with no additional comments.
- Recommendations from University City citizens are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2014 real estate tax record for the applicant indicate payment of taxes.
- Current voter registration documentation for the applicant was provided.

ATTACHMENTS: Background Check
Department Approvals

RECOMMENDATION: Approval



CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
 University City Municipal Code, Chapter 600 Section 600.060

INSTRUCTIONS: Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

◇ AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ◇

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:
 (Please check each classification that applies)

- | | | | |
|-------------------------------------|-----|---|----------|
| <input checked="" type="checkbox"/> | 2- | All kinds of intoxicating liquor, by the drink, retail | \$450.00 |
| <input type="checkbox"/> | 4- | CLUB: All kinds of intoxicating liquor, by the drink, retail | 200.00 |
| <input type="checkbox"/> | 5- | Malt liquor not in excess of 5% alcohol wholesaler to wholesaler | 75.00 |
| <input type="checkbox"/> | 6- | Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler | 150.00 |
| <input type="checkbox"/> | 7- | Malt liquor not in excess of 5% alcohol wholesaler to retailer | 150.00 |
| <input type="checkbox"/> | 8- | Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer | 300.00 |
| <input type="checkbox"/> | 9- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail | 75.00 |
| <input type="checkbox"/> | 10- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail | 75.00 |
| <input checked="" type="checkbox"/> | 11- | Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail | 75.00 |
| <input type="checkbox"/> | 12- | Intoxicating liquor not more than 22%, by the package, retail | 75.00 |
| <input type="checkbox"/> | 13- | Intoxicating liquor of all kinds, wholesaler to wholesaler | 375.00 |
| <input type="checkbox"/> | 14- | Intoxicating liquor of all kinds, wholesaler to retailer | 750.00 |
| <input type="checkbox"/> | 15- | Intoxicating liquor of all kinds, by the package, retail | 150.00 |
| <input checked="" type="checkbox"/> | | Sunday Liquor License | 300.00 |

I. BUSINESS APPLYING FOR LICENSE:		
A. BUSINESS NAME AND TYPE		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company
YUMMY 17, LLC (RESTAURANT)		
B. DESCRIPTION OF PREMISES AND ADDRESS:		C. PHONE:
DESCRIPTION: _____		314 997 5168
ADDRESS: 8041 OLIVE ROAD		
HOURS OF OPERATION: 11:00 AM - 10:00 PM		
II. MANAGING OFFICER:		
A. NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
JIANG	XIN	
B. ADDRESS, CITY & ZIP CODE:		C. PHONE:
1627 HURSTBOROUGH MANOR DR, HAZELWOOD 63092		314 997 5168
D. DATE OF BIRTH:	F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)	
7-29-1973	314 997 5168	
G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)		
N/A		
H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:		
BORN IN CHINA. NATURALIZED U.S. CITIZEN, NEW YORK, N.Y.		
I. MISSOURI RESIDENT SINCE: (MONTH & YR)	K. TOWNSHIP:	L. COUNTY:
JAN 2006	HAZELWOOD	ST. LOUIS
M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:		
SUPER MARKET MANAGER		
N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)		
FOR PARTNERSHIP OR LIMITED PARTNERSHIP		NUMBER OF MEMBERS:
A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)		
/		
FOR CORPORATION OR LIMITED LIABILITY COMPANY		NUMBER OF MEMBERS:
A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)		
SELF, 100% owner		
OTHER PERSONS		NUMBER OF MEMBERS:
A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)		
NONE		
B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)		
SUPERMARKET OPERATIONS		

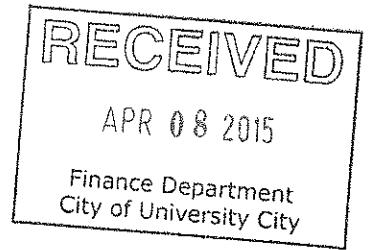
III. OTHER INFORMATION

<p>A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	<p>B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>						
<p>C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)</p>	<p>D. EXPLAIN (WHEN, WHERE?) CURRENTLY HOLDS LIQUOR LICENSE WITH OLIVE SUPERMARKET</p>						
<p>E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)</p>	<p>F. EXPLAIN (WHEN, WHERE?)</p>						
<p>G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)</p>	<p>H. EXPLAIN (WHEN, WHERE?) AS OWNER/MANAGER OF OLIVE SUPERMARKET</p>						
<p>I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)</p>							
<p>J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)</p>							
<p>K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input checked="" type="checkbox"/> RESTAURANT _____ <input type="checkbox"/> HOTEL DINING ROOM _____ <input type="checkbox"/> OTHER (PLEASE EXPLAIN) _____</p>							
<p>L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ _____ OTHER (INCLUDING LIQUOR) \$ _____</p>							
<p>M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):</p>							
<p>N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">AMOUNT OWED: \$</td> <td>NAME:</td> </tr> <tr> <td colspan="2">ADDRESS, CITY, STATE, & ZIP:</td> </tr> <tr> <td>PHONE:</td> <td>OCCUPATION:</td> </tr> </table>	AMOUNT OWED: \$	NAME:	ADDRESS, CITY, STATE, & ZIP:		PHONE:	OCCUPATION:
AMOUNT OWED: \$	NAME:						
ADDRESS, CITY, STATE, & ZIP:							
PHONE:	OCCUPATION:						



Police Department

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 725-2211



MEMORANDUM

TO: Chief Adams

FROM: Detective Nodari

DATE: 04/08/2015

SUBJECT: Liquor License Application; 8041 Olive Blvd.

BUSINESS

Yummy 17, LLC Restaurant
8041 Olive Blvd.
University City MO, 63130

APPLICANT

Xin Jiang
1627 Hurstborough Manor Dr.
Hazelwood MO, 63042
314-997-5168

Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Xin Jiang for Yummy 17, located at 8041 Olive Delmar Blvd. Det. Nodari's investigation was thorough and revealed no cause for a denial of a City of University City Liquor License as applied for by Xin Jiang.

Respectfully Submitted


Lt. Carl Coleman 292

Lt. Carl Coleman, DSN 292

4/8/2015
APPROVED.
C. ADAMS

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

Comes now XIN JIANG of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.



SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 1st OF APRIL 2015.



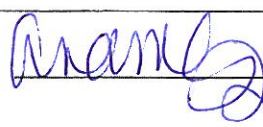
NOTARY PUBLIC

MY COMMISSION EXPIRES:



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:	_____	
Community Development		Date: <u>4/11/15</u>
Comments:	_____	
City Manager	_____	Date: _____
Comments:	_____	

IV. SUNDAY LIQUOR LICENSE

If application is for Sunday liquor license, complete the following section:

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) JIANG (FIRST) XIN (MIDDLE INITIAL)

B. BUSINESS NAME: YUMMY 17, LLC PHONE NUMBER: 314 997 5168

Type of Liquor License held or applied for:

- 1-2 All kinds of intoxicating liquor, by the drink, retail
- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.



Signature of Applicant

MANAGING MEMBER

Title of Applicant

4/1/2015

Date

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.080 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a creditable resident, real property tax-paying citizen of University City, vouching for the character of the applicant.

1) Date: 4/1/2015 Name: A. JAMES WANG
Location of University City real property taxed in your name: 8119 Delman Blvd
How long have you known applicant? +10 years Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? ~~NO~~ NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314 9915999 Signature: [Signature]

2) Date: 4/1/2015 Name: HAOCHENG TANG
Location of University City real property taxed in your name: 8550 Appleton Dr
How long have you known applicant? 5 years Are you related? N
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? N
Do you vouch for applicant's moral character and reputation? Y
Phone Number: 314-556-1028 Signature: [Signature]

3) Date: 4/2/2015 Name: May Huang
Location of University City real property taxed in your name: 8501 Olive Blvd. ^{St. Louis} MO 63132
How long have you known applicant? 8 years Are you related? N
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? N
Do you vouch for applicant's moral character and reputation? Y
Phone Number: 314 589 9988 Signature: [Signature]

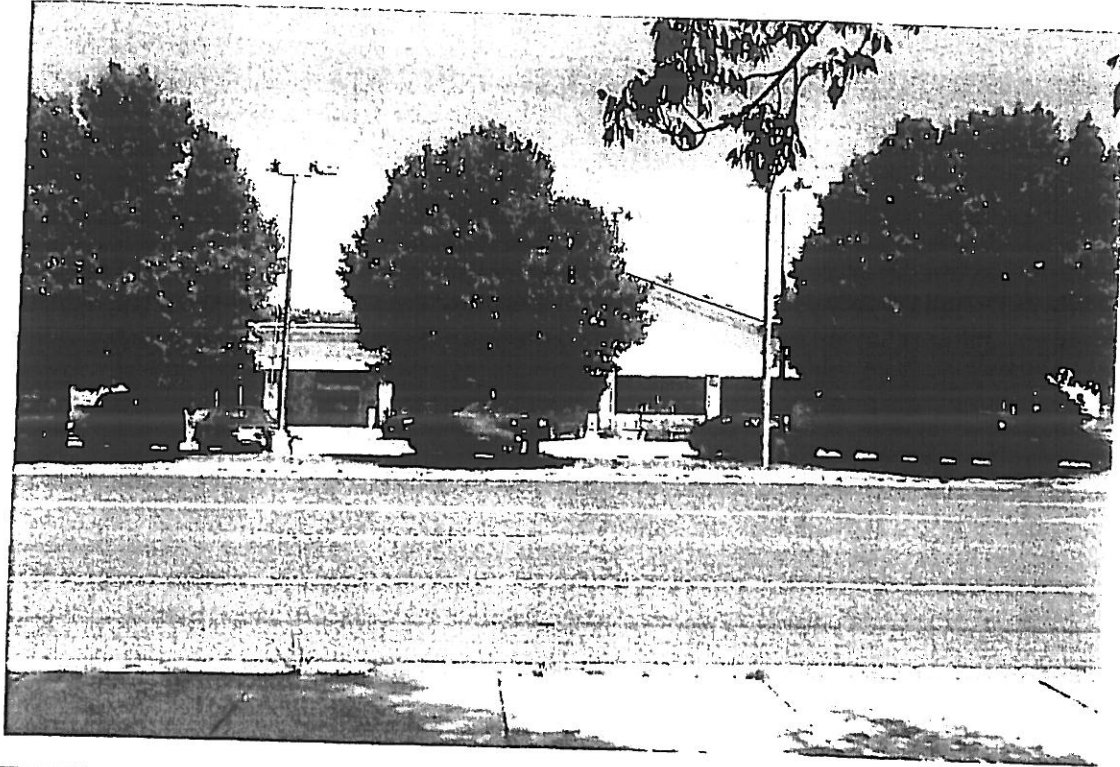
4) Date: 4/3/2015 Name: Liting C. Wambacher
Location of University City real property taxed in your name: 8409 Blmore Ave St. Louis MO 63132
How long have you known applicant? 8 years Are you related? N
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? N
Do you vouch for applicant's moral character and reputation? Y
Phone Number: 314-9126612 Signature: [Signature]

5) Date: 4-2-2015 Name: Wen Huang Hsia
Location of University City real property taxed in your name: 8517 Olive Blvd
How long have you known applicant? 8 years Are you related? N
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? N
Do you vouch for applicant's moral character and reputation? Y
Phone Number: 314-504-5488 Signature: [Signature]

LOCATION DESCRIPTION

Applicant proposes to open a restaurant within the supermarket he owns and operates known as Olive Supermarket. He currently holds a liquor license for the supermarket. The building is a 24,130 square foot building on 2.69 acres. The hours of operation are 10:30 AM through 10:00 PM seven days a week. The restaurant will be a seafood restaurant with fresh and live seafood from the supermarket. Seafood diners will appreciate an alcoholic beverage to go with their fresh seafood.

The restaurant will be located on the south east corner of the supermarket. It can be accessed directly from the supermarket as well as an exterior door on the east front of the building.



RENOVATION OF OLIVE FARMERS MARKET

8401 OLIVE BLVD., UNIVERSITY CITY, MISSOURI 63132

April 13, 2015

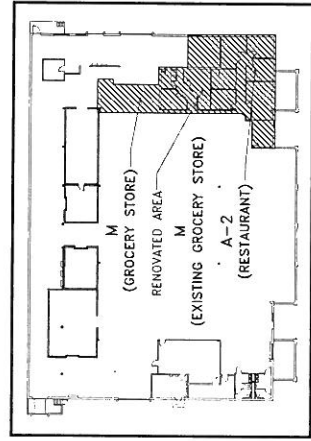
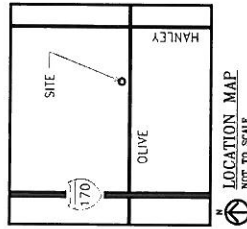
BUILDING CODE INFORMATION	
BUILDING CODE BY	IBC 2006
USE GROUP	GROUP M (MERCANTILE) & A-2 RESTAURANT CONSIDERING NON-SEPARATED OCCUPANCIES - USE A-2 MOST RESTRICTIVE GROUP
TYPE OF CONSTRUCTION	TYPE II-B EXISTING BUILDING
BUILDING AREA	25,704 S.F. < 9,500 = 9,500 x 3 = 38,000 S.F. => O.K.
RENOVATED AREA	5,924 S.F.
BUILDING HEIGHT	EXIST. 1 STORY 20'4" < 2 STORY => O.K.
FIRE SUPPRESSED SYSTEM	AUTOMATIC SPRINKLER SYSTEM THROUGHOUT ENTIRE BUILDING
OCCUPANCY LOAD	CONCEPT (25,704 S.F. / 30' = 857) RESTAURANT (CUSTOMERS 46 + START 3 = 49) TOTAL OCCUPANCY LOAD = 857 + 3 + 49 = 909

HEALTH DEPARTMENT NOTES:

- ALL FOOD PREPARATION AND FOODSERVICE COUNTERS MUST BE PROPERLY CONTAINED UNDER A CEILING. ALL TOP CEILING PANELS MUST BE VINYL COATED. THE WALLS AND CEILING IN ALL FOOD PREPARATION AND STORAGE AREAS SHALL BE LIGHT COLORED, SMOOTH, NON-ABSORBENT AND NON-FERROUS.
- ALL DOORS FOR TOILET REARMS SHALL BE EQUIPPED WITH DOOR CLOSERS.
- LIGHTING SHIELD TO PROTECT AGAINST BROKEN GLASS FALLING INTO FOOD SHALL BE PROVIDED FOR ALL LIGHTS IN FIXTURES LOCATED OVER, BY, OR WITHIN FOOD STORAGE, PREPARATION, SERVICE, DISPLAY, AND FACILITIES WHERE UTENSILS AND EQUIPMENT ARE CLEANED AND STORED.
- SODA FOUNTAIN AND TOILET ROOM WALL FINISHES SHALL BE SMOOTH, LIGHT COLORED, NONABSORBENT AND EASILY CLEANABLE.
- SOAP DISPENSER AND ENCLOSED PAPER TOWEL DISPENSERS SHALL BE PROVIDED AT ALL HAND SINKS. WASTE RECEPTACLES SHALL BE PROVIDED NEAR THE HAND SINKS. A COVERED WASTE RECEPTACLE IS REQUIRED IN THE WOMEN'S TOILET ROOM.
- EXPOSED UTILITY SERVICE UNITS AND PIPES SHALL BE INSTALLED IN A WAY THAT DOES NOT OBSTRUCT OR PREVENT CLEANING OF THE FLOOR OR WALLS (INSTALL 1-INCH AWAY FROM THE WALL AND 6-INCHES ABOVE THE FLOOR AND MINIMIZE THE HORIZONTAL RUNS). NO ARMORED CABLE SHALL BE USED IN FOOD ESTABLISHMENTS.
- SERVING COUNTER TOP, SIDES WILL BE CONSTRUCTED WITH COMMERCIAL GRADE PLASTIC LAMINATE WITH BULLHOSE EDGES. INTERIOR WILL BE PAINTED PLYWOOD.
- TWO PLASTIC LAUNDRY CONTAINER WILL BE PROVIDED. ONE FOR CLEAN LINENS. ONE FOR DIRTY LINENS.
- GREASE TRAP WILL BE CLEANED ONCE A MONTH.
- ALL TRASHCANS IN RESTROOM WILL HAVE LIDS.
- SHELVING IS REQUIRED TO BE COMMERCIAL GRADE, CORROSION RESISTANT, NONABSORBENT, DURABLE, EASILY CLEANABLE. 1ST SHELF AT 6-INCHES OFF THE FLOOR, AND ITEMS PROTECTED FROM OVERHEAD LEAKAGE.
- BASE BOARD IN ALL FOOD PREPARATION AND FOOD SERVICE AREAS SHALL BE COVERED FOR EASY CLEANING.

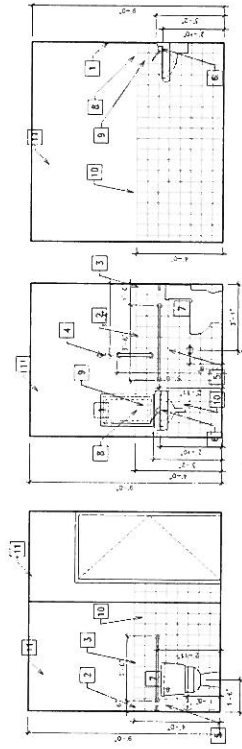
GENERAL NOTES:

- GENERAL CONTRACTOR SHALL CHECK EXISTING CONDITIONS BEFORE BEGING AND STARTING ANY WORK.
- OWNER SHALL VERIFY ALL DIMENSIONS AND TO ADJUST AT JOB SITE IF THERE IS ANY DISCREPANCIES.
- C-C SHALL BE RESPONSIBLE FOR OBTAINING ALL CITY INSPECTIONS, AND PAY ALL APPLICATION AND INSPECTION FEES.
- G-C SHALL PATCH ALL THE AREAS THAT HAVE BEEN DISTURBED. THE PATCHING MATERIAL SHALL MATCH THE EXISTING FINISHES. FOLLOW WRITTEN DIMENSIONS ONLY.
- EXCAVATING CONTRACTOR IS TO CONTACT ELECTRIC, WATER, SEWER AND GAS COMPANIES TO VERIFY LOCATION OF UTILITIES PRIOR TO DOING ANY EXCAVATION.

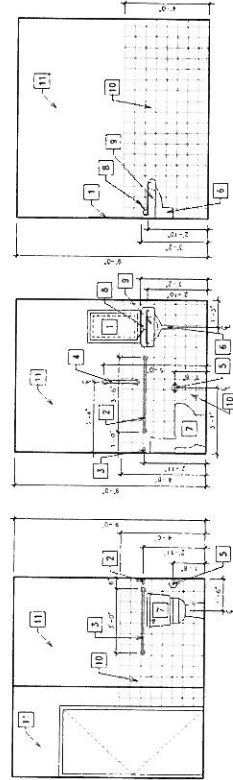


INDEX OF DRAWINGS

- A1 BUILDING CODE INFORMATION, LOCATION MAP, KEY PLAN AND GENERAL NOTE
- A2 FLOOR DEMOLITION PLAN & CEILING DEMOLITION PLAN
- A3 PARTIAL FLOOR PLAN & PARTIAL REFLECTED CEILING PLAN
- A4 EQUIPMENT CONNECTION PLAN, PARTIAL ROOF PLAN, HOOD SECTION & DETAILS
- A5 FINISH SCHEDULE, DOOR AND FRAME SCHEDULE, FISH TANK SECTION, FISH TANKS PLAN & DETAILS
- A6 FISH TANKS FRAMING PLAN, DETAILS & SPECIFICATIONS
- ME1 SCHEDULES & DETAILS
- ME2 SCHEDULES & DETAILS
- M1 PLUMBING PLAN
- M2 PLUMBING RISER DIAGRAM
- M3 HVAC PLAN
- M4 KITCHEN HOOD PLANS/SCHEDULE
- M5 KITCHEN HOOD PLANS/SCHEDULE
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- M7 KITCHEN HOOD PLANS/SCHEDULE
- E1 POWER & LIGHTING PLAN



RESTAURANT MEN'S RESTROOM ELEVATIONS
SCALE: 3/8"=1'-0"



RESTAURANT WOMEN'S RESTROOM ELEVATIONS
SCALE: 3/8"=1'-0"

TOILET FINISH & ACCESSORIES, REFINOTES

- NEW PLATE NUMBER SELECTED BY OWNER. SECURED TO CONCEALED WALL HANGER WITH TWO THE RESTROOM TOILET SCREENS.
- 1 1/2" x 1 1/2" CHROME STAINLESS STEEL GRAB BAR #304 SATIN FINISH W/ CONCEALED MOUNTING.
- 1 1/2" x 1 1/2" CHROME STAINLESS STEEL GRAB BAR #304 SATIN FINISH W/ CONCEALED MOUNTING.
- 10" LONG - 1 1/4" NOM. VERTICAL STAINLESS STEEL GRAB BAR.
- SURFACE MOUNTED TISSUE PAPER HOLDER SELECTED BY OWNER.
- P-TRAP & WATER PPF PROTECTION
- NEW ADA TOILET SELECTED BY OWNER
- NEW LEVER HANDLE FAUCET SELECTED BY OWNER
- NEW HAND SINK SELECTED BY OWNER
- NEW WALL TILE SELECTED BY OWNER
- CYSUM BOARD PAINTED

- 1. WORK TO BE RELATED WOOD SOULD BE BOUND IN STUD JOINTS TO BE PROTECTED FROM NAILING ANCHORING.
- 2. INSTALL SEALANT JOINTS BETWEEN SURFACES.
- 3. PAINTING OF SURFACES & MOUNTING SURFACES.
- 4. TUB WALL PANELS & ADJOINING SURFACES.
- 5. ANY NON-APPROVED JOINTS PER SITE OBSERVATION.

REVISION: _____
DRAWING NO: A1
DRAWING TITLE: RENOVATION OF OLIVE FARMERS MARKET
PROJECT NO: 2011
DATE: 09/28/12
CHECKED BY: JLM
DESIGNED BY: PC
8401 OLIVE BLVD., UNIVERSITY CITY, MISSOURI 63132

ARCHITECTURE & INTERIOR DESIGN
MAK ARCHITECTS, INC.
9328-R Olive Blvd., St. Louis, Missouri 63132
(314) 993-3781 (Fax) www.makarchitects.com

SEISMIC DESIGN SCHEDULE

LISTING OF EQUIPMENT AND SYSTEM COMPONENTS	SEISMIC DESIGN CATEGORY II		SEISMIC DESIGN CATEGORY 'D'				COMMENTS
	ANCHORAGE TO FLOORS, ROOFS, ETC.	SKY BRACING	LOCATION OF SEALED ANCHORAGE AND SKY BRACING DETAILS	ON CONST DOCUMENTS	SHOP DRAWINGS	SEPARATE PERMIT & PLANS	
FIRE PROTECTION, DETECTION & ALARM EQUIPMENT & SYSTEM COMPONENTS: $I_p = 1.5$	Provided	Provided					
FIRE SPRINKLER PIPING	X	X					N/A. NOT IN PROJECT
HAZARDOUS EQUIPMENT & SYSTEM COMPONENTS: $I_p = 1.5$							
GAS PIPING 1" OR LESS (INTERIOR AND EXTERIOR)	X	X					5, 6
GAS PIPING > 1" OR NON-DUCTILE (INTERIOR)	X			X			
EXTERIOR GAS PIPING > 1"	X	X					9
KITCHEN GREASE HOOD		X		X			
KITCHEN EXHAUST FAN		X		X			
OTHER EQUIPMENT & SYSTEM COMPONENTS NEEDED FOR CONTINUED OPERATION OF OCCUPANCY CATEGORY 'M' FACILITIES OR WHOSE FAILURE COULD IMPAIR THEIR CONTINUED OPERATION							N/A. NO CATEGORY 'M' IN PROJECT
OTHER GENERAL EQUIPMENT & SYSTEM COMPONENTS: $I_p = 1.0$							
ROOF TOP: 20 TON RTU (EXISTING)	X	X			X		EXISTING TO REMAIN
MAKE-UP AIR UNIT (NEW)							
FLOOR MOUNTED: WATER HEATER		X			X		
EQUIPMENT SUSPENDED FROM THE CEILING: RESTROOM EXHAUST FAN < 20 LBS.	X	X					2
FIRE DAMPERS, LODGERS DUCTWORK PIPING <= 3" PIPING > 3" OR NON-DUCTILE (IF ANY) AIR DEVICES	X X X X	X X X X			X		NOT IN PROJECT 4 7, 8 10, 14
DISTRIBUTION PANELS LIGHTING FIXTURES CONDUIT AND WIRING	X X X	X X X					9 1 5, 6

- TABLE 4.4, ITEM 1, c, EXCEPTION FOR 3 FEET MINIMUM OF FLEX CONNECTION BETWEEN COMPONENTS, MOUNTED 4 FEET OR LESS ABOVE THE FLOOR LEVEL AND WEIGHS 400 LBS. OR LESS
- TABLE 4.4, ITEM 1, b, EXCEPTION FOR 3 FEET MINIMUM OF FLEX CONNECTION BETWEEN COMPONENTS AND WEIGHTS 20 LBS. OR LESS
- TABLE 4.4, ITEM 1, b, EXCEPTION FOR LESS THAN 5 LB/FT (COPPER PIPING 2-1/2" OR LESS, SCHEDULE 40 AND 80 CPVC - 3 INCHES OR LESS)
- FLOOR MOUNTED:
3. FLOOR MOUNTED:
4. FLOOR MOUNTED:
5. FLOOR MOUNTED:
6. FLOOR MOUNTED:
7. DUCTILE PIPING: STEEL, COPPER PIPING AND TUBING JOINED BY WELDING, BRAZING, SOLDERING OR FLANGES. REFER TO TABLE 4.4, ITEM 4.
- TABLE 4.4, ITEM 4, EXCEPTION FOR EXTERIOR GAS PIPING ON ROOF, 2 PSI OR LESS. SEISMIC SHUT-OFF VALVE OR FLEX CONNECTORS WITHIN 5 FEET OF THE BEGINNING OF THE RUN, AT CONNECTIONS TO EQUIPMENT AND AT 42 FOOT OR LESS INTERVALS.
- TABLE 4.4, ITEM 5, EXCEPTION FOR EXTERIOR GAS PIPING ON ROOF, 2 PSI OR LESS. SEISMIC SHUT-OFF VALVE OR FLEX CONNECTORS WITHIN 5 FEET OF THE BEGINNING OF THE RUN, AT CONNECTIONS TO EQUIPMENT AND AT 42 FOOT OR LESS INTERVALS.
- SEISMIC CALCULATIONS ARE ATTACHED TO SET OF DRAWINGS.

OUTDOOR AIR CALCULATIONS:

OCCUPANCY LOAD OF THE DINING AREA SHOWN ON THE ARCHITECTURAL PLANS - 48 PEOPLE
 OCCUPANCY LOAD OF SERVING AREA - 2 PEOPLE
 TOTAL - 50 PEOPLE $P_z=50$
 $R_p=7.5$ CFM/ PERSON AND $R_o=0.18$ CFM/FT²
 $V_b= R_p P_z + R_o A_z$
 $V_b z = (7.5 \text{ CFM/PERSON} \times 50 \text{ PEOPLE}) + (0.18 \text{ CFM/FT}^2 \times 754 \text{ FT}^2)$
 $V_b z = 511$
 SUPPLY HIGH/ RETURN HIGH
 COOLING $E_z = 1$
 HEATING $E_z = 0.8$
 COOLING MODE $V_{o2} = V_b z / E_z = 511 / 1 = 511$
 HEATING MODE $V_{o2} = V_b z / E_z = 511 / 0.8 = 639$

AIR BALANCE:

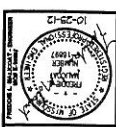
KITCHEN EXHAUST: 6630 CFM (TYPE I)
 KITCHEN EXHAUST: 525 CFM (TYPE II)
 RESTROOM EXHAUST: 225 CFM (INTERMITTENT)
 KITCHEN MAKE-UP: 5304 CFM
 OUTDOOR AIR INTO 1 EXISTING 20 TON RTU: 2100 CFM
 TOTAL EXHAUST: 7380 CFM
 TOTAL SUPPLY: 7404 CFM



MALICOAT - WINSLOW ENGINEERS, P.C.
 MISSOURI STATE CERTIFICATE OF AUTHORITY #000011
 5649 N. CLEAVENEY ROAD
 COLUMBIA, MISSOURI 65202
 PHONE MALICOAT, P.C.
 TEL 573-875-1300
 FAX 573-875-1303

RENOVATION OF OLIVE FARMERS MARKET
 8401 OLIVE BLVD.
 UNIVERSITY CITY, ST. LOUIS MO, MISSOURI 63132

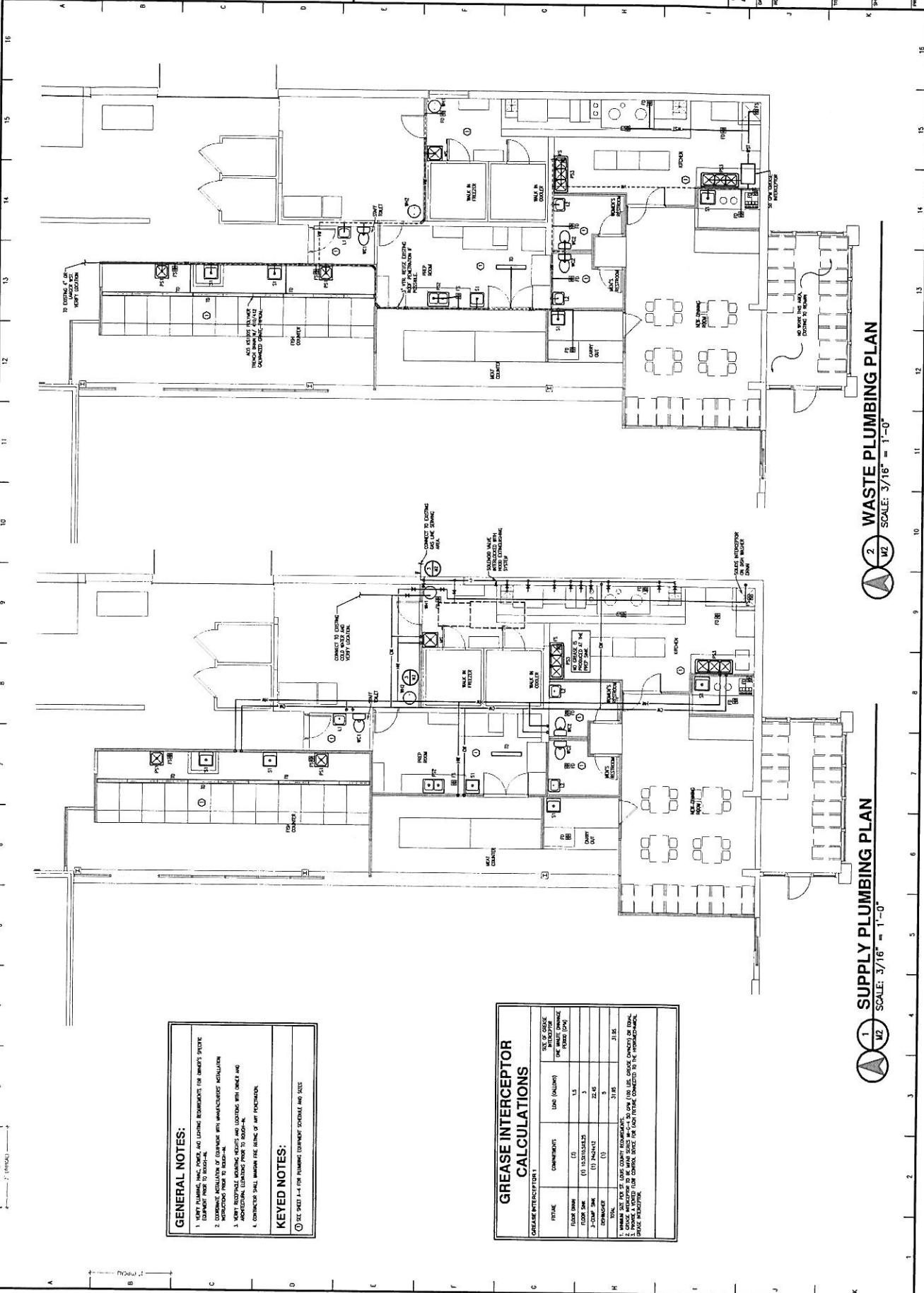
CONTINUING EDUCATION
 CREDIT HOURS: 1.0
 DATE: 09-12-12
 SHEET: ME2
 SCHEDULES AND DETAILS
 PROJECT: 12089



MALICOAT - WINSLOW ENGINEERS, P.C.
 MISSOURI STATE CENTER OF ARCHITECTURE #2004-21
 5949 N. CLEARVIEW ROAD
 COLUMBIA, MISSOURI 65202
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 FAX 573-875-1305
 FREDRICK MALICOAT, P.E.

RENOVATION OF OLIVE FARMERS MARKET
 8401 OLIVE BLVD.
 UNIVERSITY CITY, ST. LOUIS CO., MISSOURI 63132

CONTRACTOR SHALL VERIFY ALL EXISTING PLUMBING AND ELECTRICAL CONDITIONS AND REPORT TO ARCHITECT.
 DATE: 09-12-12
 SHEET: M1 OF M3
 PROJECT: 12069



GENERAL NOTES:

1. VERIFY PLUMBING, HVAC, POWER, AND LIGHTING REQUIREMENTS FOR OWNER'S SPECIFIC EQUIPMENT PRIOR TO INSTALLATION.
2. COORDINATE INSTALLATION OF EQUIPMENT WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
3. VERIFY RESTROOMS, KITCHEN, SERVICE, AND WAITING AREAS PRIOR TO INSTALLATION. ADDITIONAL LANDING FLOOR TO BE INSTALLED.
4. CONTRACTOR SHALL MAINTAIN THE PLUMBING OF ANY EXISTING WORK.

KEYED NOTES:

① SEE SITES 1-4 FOR PLUMBING EQUIPMENT SCHEDULES AND SIZES

GREASE INTERCEPTOR CALCULATIONS

GREASE INTERCEPTOR 1

FIXTURE	COMMENTS	UFG (GALLONS)	TYPE
FLOOR DRAIN	(1)	1.5	ONE-WATER DRAINAGE
FLOOR SINK	(1) 1/2" x 1/2" x 24"	3	FOODS DRAIN
J-COUP SINK	(1) 1/2" x 1/2" x 24"	22.5	
DISHWASHER	(1)	5	
TOTAL		31.5	

NOTE: THIS IS A DESIGN BASIS CALCULATION.
 2. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 3. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 4. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 5. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 6. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 7. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 8. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 9. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).
 10. GREASE INTERCEPTOR TO BE 30" DIA. (SEE SCHEDULES FOR SIZES).

2 WASTE PLUMBING PLAN
 SCALE: 3/16" = 1'-0"

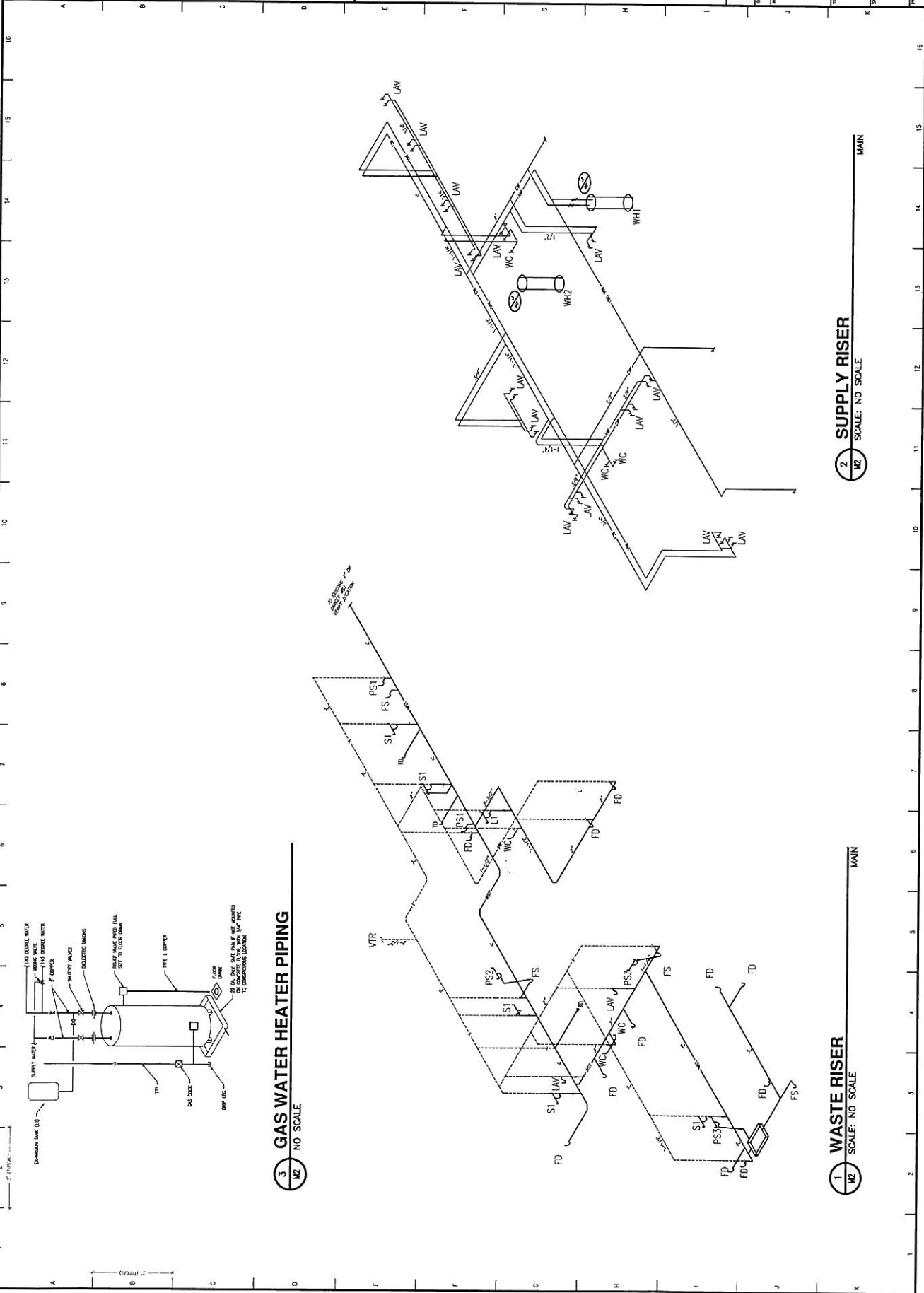
1 SUPPLY PLUMBING PLAN
 SCALE: 3/16" = 1'-0"



MALICOAT - WINSLOW ENGINEERS, P.C.
 MISSOURI STATE CENTRAL OF ARCHITECTS #000421
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 FAX 573-875-1305
 FREDRICK MALICOAT, P.E.

RENOVATION OF OLIVE FARMERS MARKET
 8401 OLIVE BLVD.
 UNIVERSITY CITY, ST. LOUIS CO, MISSOURI 63132

CONTRACTOR SHALL CHECK ALL DIMENSIONS AND LOCATIONS OF ALL WORK TO BE DONE.
 DATE: 09-12-12
 SHEET: M2 OF M3
 PROJECT: 12069





MALCOAT - WINSLOW
ENGINEERS, P.C.
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 FREDRICK MALCOAT, P.E.

RENOVATION OF OLIVE FARMERS MARKET
 8401 OLIVE BLVD.
 UNIVERSITY CITY, ST. LOUIS MO, MISSOURI 63132

DATE: 09-12-12
 DRAWING NO.:

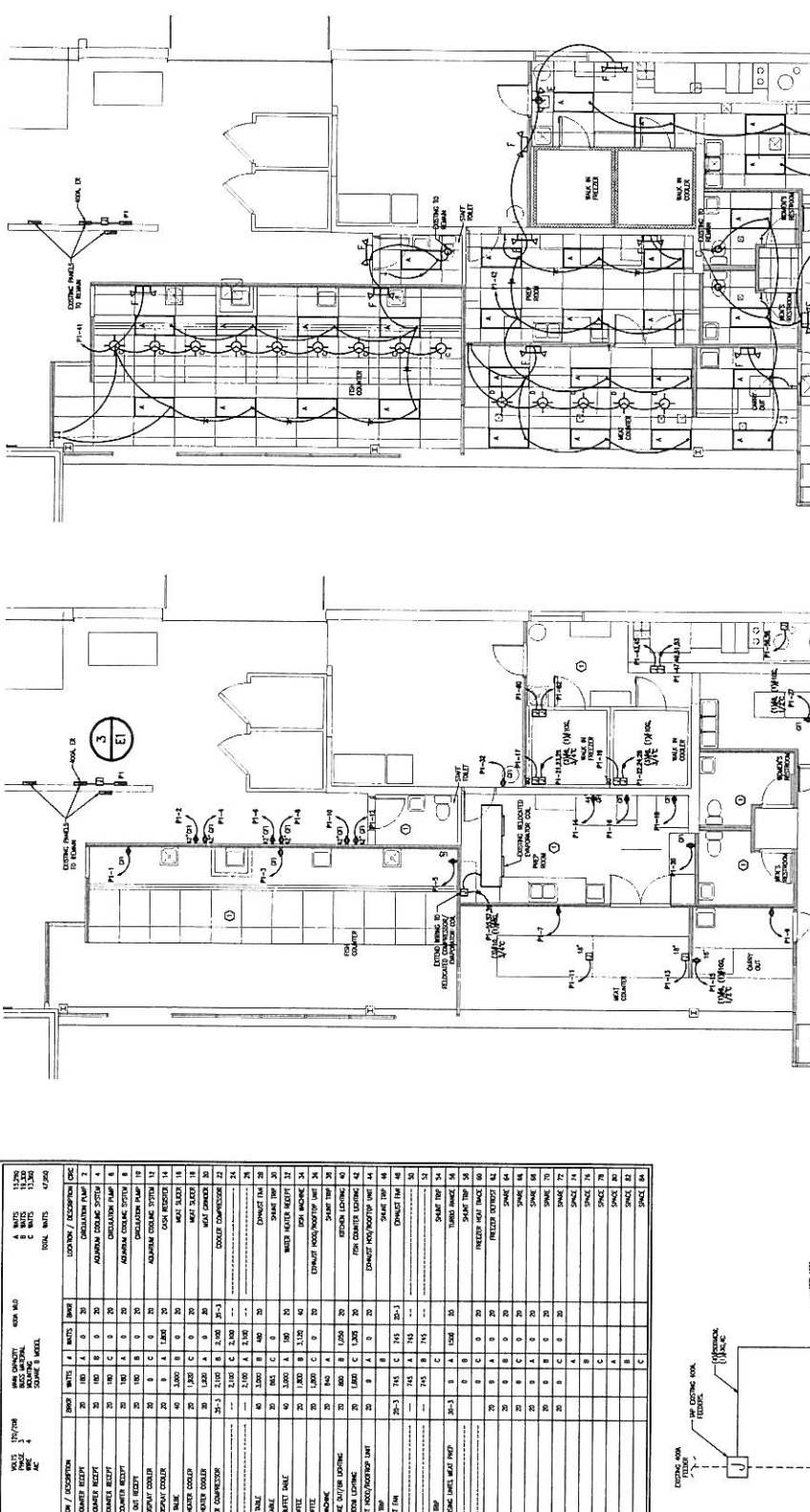
SHEET: **E1**
 OF **E1**

PROJECT: 12069

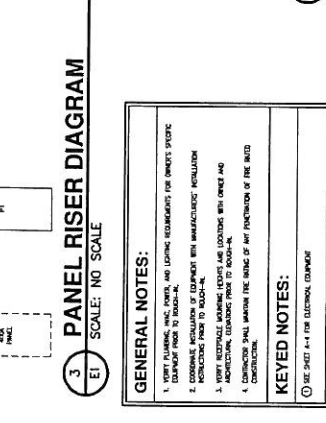
POWER & LIGHTING PLAN

1 LIGHTING PLAN
 SCALE: 3/16" = 1'-0"

2 POWER PLAN
 SCALE: 3/16" = 1'-0"



SYM	DESCRIPTION	QTY	UNIT	MARK	LOCATION / COMMENTS
1	150V 15A 1P	20	A	20	CEILING LIGHT 1
2	150V 15A 1P	20	B	20	CEILING LIGHT 2
3	150V 15A 1P	20	C	20	CEILING LIGHT 3
4	150V 15A 1P	20	D	20	CEILING LIGHT 4
5	150V 15A 1P	20	E	20	CEILING LIGHT 5
6	150V 15A 1P	20	F	20	CEILING LIGHT 6
7	150V 15A 1P	20	G	20	CEILING LIGHT 7
8	150V 15A 1P	20	H	20	CEILING LIGHT 8
9	150V 15A 1P	20	I	20	CEILING LIGHT 9
10	150V 15A 1P	20	J	20	CEILING LIGHT 10
11	150V 15A 1P	20	K	20	CEILING LIGHT 11
12	150V 15A 1P	20	L	20	CEILING LIGHT 12
13	150V 15A 1P	20	M	20	CEILING LIGHT 13
14	150V 15A 1P	20	N	20	CEILING LIGHT 14
15	150V 15A 1P	20	O	20	CEILING LIGHT 15
16	150V 15A 1P	20	P	20	CEILING LIGHT 16
17	150V 15A 1P	20	Q	20	CEILING LIGHT 17
18	150V 15A 1P	20	R	20	CEILING LIGHT 18
19	150V 15A 1P	20	S	20	CEILING LIGHT 19
20	150V 15A 1P	20	T	20	CEILING LIGHT 20
21	150V 15A 1P	20	U	20	CEILING LIGHT 21
22	150V 15A 1P	20	V	20	CEILING LIGHT 22
23	150V 15A 1P	20	W	20	CEILING LIGHT 23
24	150V 15A 1P	20	X	20	CEILING LIGHT 24
25	150V 15A 1P	20	Y	20	CEILING LIGHT 25
26	150V 15A 1P	20	Z	20	CEILING LIGHT 26
27	150V 15A 1P	20	AA	20	CEILING LIGHT 27
28	150V 15A 1P	20	AB	20	CEILING LIGHT 28
29	150V 15A 1P	20	AC	20	CEILING LIGHT 29
30	150V 15A 1P	20	AD	20	CEILING LIGHT 30
31	150V 15A 1P	20	AE	20	CEILING LIGHT 31
32	150V 15A 1P	20	AF	20	CEILING LIGHT 32
33	150V 15A 1P	20	AG	20	CEILING LIGHT 33
34	150V 15A 1P	20	AH	20	CEILING LIGHT 34
35	150V 15A 1P	20	AI	20	CEILING LIGHT 35
36	150V 15A 1P	20	AJ	20	CEILING LIGHT 36
37	150V 15A 1P	20	AK	20	CEILING LIGHT 37
38	150V 15A 1P	20	AL	20	CEILING LIGHT 38
39	150V 15A 1P	20	AM	20	CEILING LIGHT 39
40	150V 15A 1P	20	AN	20	CEILING LIGHT 40
41	150V 15A 1P	20	AO	20	CEILING LIGHT 41
42	150V 15A 1P	20	AP	20	CEILING LIGHT 42
43	150V 15A 1P	20	AQ	20	CEILING LIGHT 43
44	150V 15A 1P	20	AR	20	CEILING LIGHT 44
45	150V 15A 1P	20	AS	20	CEILING LIGHT 45
46	150V 15A 1P	20	AT	20	CEILING LIGHT 46
47	150V 15A 1P	20	AU	20	CEILING LIGHT 47
48	150V 15A 1P	20	AV	20	CEILING LIGHT 48
49	150V 15A 1P	20	AW	20	CEILING LIGHT 49
50	150V 15A 1P	20	AX	20	CEILING LIGHT 50
51	150V 15A 1P	20	AY	20	CEILING LIGHT 51
52	150V 15A 1P	20	AZ	20	CEILING LIGHT 52
53	150V 15A 1P	20	BA	20	CEILING LIGHT 53
54	150V 15A 1P	20	BB	20	CEILING LIGHT 54
55	150V 15A 1P	20	BC	20	CEILING LIGHT 55
56	150V 15A 1P	20	BD	20	CEILING LIGHT 56
57	150V 15A 1P	20	BE	20	CEILING LIGHT 57
58	150V 15A 1P	20	BF	20	CEILING LIGHT 58
59	150V 15A 1P	20	BG	20	CEILING LIGHT 59
60	150V 15A 1P	20	BH	20	CEILING LIGHT 60
61	150V 15A 1P	20	BI	20	CEILING LIGHT 61
62	150V 15A 1P	20	BJ	20	CEILING LIGHT 62
63	150V 15A 1P	20	BK	20	CEILING LIGHT 63
64	150V 15A 1P	20	BL	20	CEILING LIGHT 64
65	150V 15A 1P	20	BM	20	CEILING LIGHT 65
66	150V 15A 1P	20	BN	20	CEILING LIGHT 66
67	150V 15A 1P	20	BO	20	CEILING LIGHT 67
68	150V 15A 1P	20	BP	20	CEILING LIGHT 68
69	150V 15A 1P	20	BQ	20	CEILING LIGHT 69
70	150V 15A 1P	20	BR	20	CEILING LIGHT 70
71	150V 15A 1P	20	BS	20	CEILING LIGHT 71
72	150V 15A 1P	20	BT	20	CEILING LIGHT 72
73	150V 15A 1P	20	BU	20	CEILING LIGHT 73
74	150V 15A 1P	20	BV	20	CEILING LIGHT 74
75	150V 15A 1P	20	BW	20	CEILING LIGHT 75
76	150V 15A 1P	20	BX	20	CEILING LIGHT 76
77	150V 15A 1P	20	BY	20	CEILING LIGHT 77
78	150V 15A 1P	20	BZ	20	CEILING LIGHT 78
79	150V 15A 1P	20	CA	20	CEILING LIGHT 79
80	150V 15A 1P	20	CB	20	CEILING LIGHT 80
81	150V 15A 1P	20	CC	20	CEILING LIGHT 81
82	150V 15A 1P	20	CD	20	CEILING LIGHT 82
83	150V 15A 1P	20	CE	20	CEILING LIGHT 83
84	150V 15A 1P	20	CD	20	CEILING LIGHT 84



GENERAL NOTES:
 1. VERIFY PLUMBING, HVAC, POWER, AND LIGHTING REQUIREMENTS FOR OWNERS SPECIFIC OCCUPANT FROM TO BE INSTALLED.
 2. COORDINATE REQUIREMENTS OF CONTRACTOR WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS.
 3. VERIFY REQUIREMENTS FOR ALL LIGHTING WITH OWNER AND ARCHITECTURE, CONTRACTOR FROM TO BE INSTALLED.
 4. CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF ANY FOUNDATION OF THE EXISTING CONSTRUCTION.

KEYED NOTES:
 (P) THE SHEET #1-1 FOR ELECTRICAL DRAWING

CERTIFICATE OF REGISTRATION

STATE

OF

MISSOURI



COUNTY

OF

ST. LOUIS

This is to certify that **JIANG X XIN**, is an active registered voter in Precinct **041** of **NORTHWEST** Township of St. Louis County, having registered on **JUNE 15, 2012**. We further certify that the following information was given, under oath, by the applicant:

Current Address:

**1627 HURSTBOROUGH MANOR DRIVE HAZELWOOD
MISSOURI 63042**

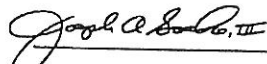
Age or Birth Date: **JULY 29, 1973**

Birth Place: **ZHE JIANG CHINA**


U. S. Citizen: **Yes**

Prepared by the office of the
Board of Election Commissioners of St. Louis County
in Maplewood, Missouri, on this day **June 15, 2012**.

Attest:



Director of Elections



Director of Elections

ST. LOUIS COUNTY, MISSOURI



Real Estate Tax History Statement

This information reflects the tax status for the account and tax year(s) indicated.

If you have any questions you can contact the Collection Division by calling (314) 615-5500.

Effective 4/2/2015.

Locator Number: 09M120895
Owner Name: Jiang Xin X & Gan Su Juan H/W
Property Location: 1627 Hurstborough Manor Dr
Subdivision: Manors At Hurstborough (The)
Block Number:
Lot Number: 16
School Sub Code: 139XB
Legal Description:
Assessed Value: The 2015 total assessed value will not be available until the end of May.

Office Use: D3TP509J8S0H2611M1990LH4L 4/2/2015 7:06:55 PM

14 09M120895 JIA-ALL PAID

Real Estate Tax History:

Tax Year	Owner's Name	Tax Code	Sewer Lateral Fee	Total Assessed Value	Amount Due	Amount Paid	Date Paid
2014	Jiang Xin X & Gan Su Juan H/W	139XB	\$5.00	\$21,660.00	\$2,232.07	\$2,232.07	2/12/2015
2013	Jiang Xin X & Gan Su Juan H/W	139XB	\$5.00	\$21,660.00	\$2,140.82	\$2,140.82	12/31/2013
2012	Jiang Xin X & Gan Su Juan H/W	139XB	\$5.00	\$21,060.00	\$2,013.85	\$2,013.85	12/27/2012
2011	Jiang Xin X & Gan Su Juan H/W	139XB	\$5.00	\$21,060.00	\$2,011.49	\$2,011.49	12/29/2011
2010	Jiang Xin X & Gan Su Juan H/W	139XB	\$5.00	\$25,500.00	\$2,420.73	\$2,420.73	12/31/2010
2009	Jiang Xin X & Gan Su Juan H/W	139XB	\$5.00	\$25,500.00	\$2,347.15	\$2,347.15	12/31/2009
2008	Ramirez Ernesto	139XB	\$10.00	\$32,400.00	\$2,726.78	\$2,726.78	12/1/2008
2007	Ramirez Ernesto	139XB	\$18.00	\$32,400.00	\$2,672.01	\$2,672.01	12/4/2007

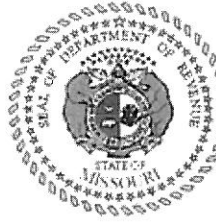
April 13, 2015

K-7-29

2006	Ramirez Ernesto	139XB	\$18.00	\$26,550.00	\$2,296.46	\$2,296.46	12/7/2006
2005	Mcbride & Son Homes Inc	139XB	\$0.00	\$1,840.00	\$153.34	\$153.34	12/31/2005
2004	All County Real Estate Development Llc	139XB	\$28.00	\$170.00	\$41.64	\$41.64	1/27/2005

[Close Window](#)

TAXATION DIVISION
P.O. BOX 3666
JEFFERSON CITY, MO 65105-3666



STATE OF MISSOURI
Department of Revenue

Telephone: (573) 751-9268

Fax: (573) 522-1265

E-mail: taxclearance@dor.mo.gov

YUMMY 17
YUMMY 17, LLC
8041 OLIVE BLVD
UNIVERSITY CITY, MO 63130

DATE: April 1, 2015
MISSOURI TAX ID NUMBER:
22478159

CERTIFICATE OF NO TAX DUE

To Whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all sales or withholding tax due, including penalties and interest, or does not owe any sales and withholding tax, according to the records of the Missouri Department of Revenue as of March 31, 2015. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Missouri Department of Revenue as a result of audit, review of the taxpayer's records, or determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

DIRECTOR OF REVENUE OR DELEGATE
STATE OF MISSOURI

BY:

A handwritten signature in black ink that reads "Dwayne Maples". The signature is written in a cursive, slightly slanted style.

Dwayne Maples
Administrator, Business Tax



Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: University City's Fire Department agreement effective March 2015 to March 2018.

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: Attached is the final agreement by University City and University City Fire Department Shop I.A.F.F. Local 2665.

RECOMMENDATION: Staff recommends that Council authorize the City Manager to execute the attached agreement.

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN:

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

AND

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

EFFECTIVE DATE:

MARCH 1ST, 2015

To

MARCH 1ST, 2018

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

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

PREAMBLE

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

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

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

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

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

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

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ARTICLE 1—LABOR AND MANAGEMENT RELATIONS

Section 1.01

Recognition

CLASSIFICATION OF BARGAINING REPRESENTATIVE

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

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

SECTION 1.02

Discrimination and Diversity

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

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

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

SECTION 1.03

Union Business

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

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

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

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

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SECTION 1.04
PAYROLL DEDUCTION OF UNION DUES

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

SECTION 1.05
BULLETIN BOARDS

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

SECTION 1.06
DEPARTMENT ADVISORY COMMITTEE

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

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

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

Section 1.07
UNION REPRESENTATION

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

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

Section 1.08
DISPLAY OF UNION INSIGNIA

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

Section 1.09
MANAGEMENT RIGHTS

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

Section 1.10
Appendices and Amendment

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

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

ARTICLE 2—WORKING CONDITIONS

SECTION 2.01 PREVAILING RIGHTS

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

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

SECTION 2.02 HOURS OF DUTY

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

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

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

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

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

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

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SECTION 2.03
REDUCTION IN FORCE

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

An employee's seniority shall terminate when that employee:

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

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

SECTION 2.04
SENIORITY ASSIGNMENT, PERSONNEL TRANSFERS, & AMBULANCE STAFFING

Section 1 – Seniority Assignment:

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

Section 2—Personnel Transfers

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

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

Section 3—Ambulance Staffing

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

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

SECTION 2.05
GRIEVANCE PROCEDURE

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

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

SECTION 2.06
SHIFT EXCHANGE

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

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

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

SECTION 2.07
WEATHER RULES

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

SECTION 2.08
HEALTH & WELLNESS

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

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

SECTION 2.09
OVERTIME

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

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

SECTION 2.10

TRAINING

ADVANCED TRAINING AND PROFESSIONAL DEVELOPMENT

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

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

SECTION 2.11

UNIFORM POLICY

Section 1 – Definition

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

Section 2 – Issuance

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

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

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

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

Uniform Guidelines:

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

SECTION 2.12
DISCIPLINE and DISCHARGE PROCEDURES

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

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

SECTION 2.13
CIVIL SERVICE AND ADMINISTRATIVE REGULATIONS

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

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

SECTION 2.14
STANDARD OPERATING GUIDELINES (SOG), STANDARD OPERATING PROCEDURES (SOP), and OPERATION BULLETINS (OB)

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

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

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

SECTION 2.15
PROMOTIONS AND HIRING

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

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

Minimum credentials for new hires shall be:

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

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

City: _____ Date: _____ Union: _____ Date: _____ 12

ARTICLE 3—COMPENSATION

SECTION 3.01 WAGE, COMPENSATION AND LONGEVITY PROGRESSION

Section 1 – Salary Schedule

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

MONTHLY PAY STEP SCHEDULE FY2015 (2% COLA Increase)

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

Section 2 – Future Years Salary

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

Section 3 – FLSA

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

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

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

that cycle. The members working this cycle will be eligible for this four-hour of additional pay. Each member regularly scheduled for 240 hours during a 28 day cycle will be paid 24 hours of regular pay during 240 hour cycles defined as "O" Days, "O" days will be scheduled each previous calendar year in October in conjunction with annual vacation picks, selections for O-days will be determined by seniority in accordance with SOP VAC-1, pre-scheduled "O" days will not adversely effect an employees ability to schedule time off in accordance with SOP VAC-1 (2/25/2015).

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

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

Section 4—Longevity

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

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

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

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

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

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

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

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

Section 5—Pay Cycles

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

SECTION 3.02
Holiday Pay

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

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

SECTION 3.03
SPECIAL TIME-OFF PROVISION

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

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

Section 1—Health, Dental, and Vision Insurance

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

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

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

Section 2—Life Insurance

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

Section 3—Long Term Disability Insurance

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

The intended terms of this coverage shall be as follows:

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

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

SECTION 3.05
PENSION AND RETIREMENT

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

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

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

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

SECTION 3.06
INJURED OR DISABLED WHILE ON OR OFF DUTY

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

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

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

ARTICLE 4—EARNED TIME OFF

SECTION 4.01

DAYLIGHT SAVING AGREEMENT

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

SECTION 4.02

SICK LEAVE

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

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

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

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

SECTION 4.03

MILITARY, COURT, JURY DUTY & FUNERAL LEAVE

Section 1 – Military Leave

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

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

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

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

Section 2 – Jury Duty and Court Appearances

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

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

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

Section 3 – Funeral Leave

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

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

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

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

SECTION 4.04
VACATION

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

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

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

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

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

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

Subsection 1 – Leave with Pay

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

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

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

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

Subsection 2 – Maternity Leave

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

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

Subsection 3 – FMLA Leave

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

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

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

SECTION 4.06
EMERGENCY LEAVE

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

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

ARTICLE 5—CONDITIONS OF THE AGREEMENT

SECTION 5.01

SAVINGS PROVISION

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

SECTION 5.02

BINDING ON SUCCESSORS

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

SECTION 5.03

PERIOD AND APPROVAL OF THE AGREEMENT

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

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

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

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

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

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

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

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

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

Date: _____, 2015 By: _____
Lehman Walker, City Manager – City of University City, MO 63130

Date: _____, 2015 By: _____
Jen Stuhlman, Shop Steward – University City Fire Dept. IAFF Local 2665

Date: _____, 2015 By: _____
Adam Long, Fire Chief – City of University City, MO 63130

Date: _____, 2015 By: _____
Kurt Becker, District Vice-President – IAFF Local 2665

Date: _____, 2015 By: _____
Cindy Ormsby, City Attorney – City of University City, MO 63130

Date: _____, 2015 By: _____
Jeff Proctor, Business Manager – IAFF Local 2665

City: _____ Date: _____ Union: _____ Date: _____ 23

EXHIBIT A
EXAMPLES OF SIGNIFICANCE & PREVAILING RIGHTS

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

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

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

EXHIBIT B
Standard Operating Procedures (SOP's)

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

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

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Council Agenda Item Cover

MEETING DATE: April 13, 2015

AGENDA ITEM TITLE: Kingsland Ave. Bridge Reconstruction

BRM-5582(604) AGENDA SECTION: New 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 Overlaywrite.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:

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 13, 2015

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

AGENDA SECTION: New 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,

Linda Locke, Chairperson
University City Plan Commission

April 13, 2015

M-2-2

INTRODUCED BY: _____

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

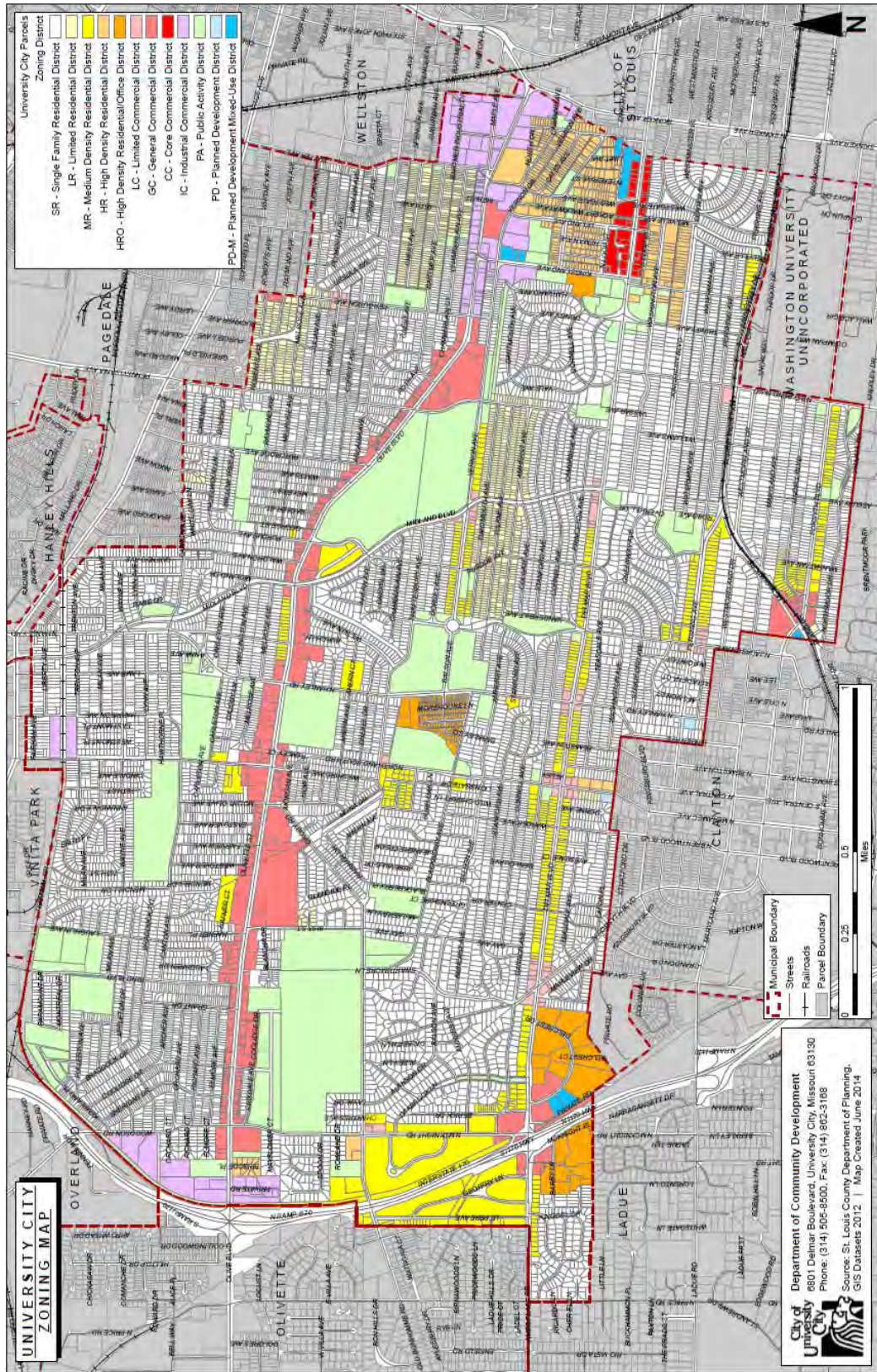


EXHIBIT B – LEGAL DESCRIPTION FOR REZONING – 7416 BLAND DRIVE

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 13, 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: New 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			
<p>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.</p> <p>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.</p> <p>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).</p> <p>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.</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					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

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	ANNUAL BASE PAY		
	Title	Pay Grade	Minimum
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	27	89,841	115,085
Director of Public Works and Parks			
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 13, 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: New 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,

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

April 13, 2015

M-4-3

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: _____

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)	4.5 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



Commission on Senior Issues

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

Meeting Minutes – University City Commission on Senior Issues

February 17, 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:

Guests: Lori Fiegel, St. Louis County Planning

Ms. Margie Diekemper called the meeting to order at 6:02p.m.

Roll call was done by Ms. LaRette Reese

Approval of Minutes:

Ms. Carter moved to approve the meeting minutes from the January 20th meeting; it was seconded by Ms. Carter. The motion passed.

There were no new emails or calls to report.

Council Update: Councilman Sharpe provided updates on the trolley project, bond issues and the proposed budget. There will be public meetings scheduled for both the bond issues and the proposed budget. Mr. Sharpe confirmed that \$20K for a part-time senior coordinator is being requested as part of the proposed budget. Commissioners are asked to speak with their council representatives to support this budget item for the seniors in University City.

Unfinished Business

- Ms. Hart provided a consolidated list of the needs and resources that were compiled at the last meeting. This list is a work in progress; it will be used as a starting point for building the senior webpage.
- Information from the flyer should be added to the description page on the City's homepage. LaRette will update this week.
-

New Business

April 13, 2015

)3-1-1

- Members discussed ways in which the file of life could be used and distributed. Perhaps at Fair U City, the ministerial alliance group and other safety events held around the city. LaRette to get information on the cost of printing the card and the jacket.
- Senior Friendly Business Imitative – Members about ways business could make themselves senior friendly; discount prices, automatic doors, ramps, special shopping days etc. Members agree this would be a good program to implement. Councilman Sharpe will discuss the idea with the City Manager, if he approves, Margie will contact the Chamber of Commerce and the Economic Development manager to talk about the best way to move this program forward.
- Formulation of Commission by-laws – Chair requested moving this item to March agenda. Members are asked to review the examples of other commissions and be prepared to discuss at the March meeting.

Guest Comments:

Lori Fiegel shared feedback on the file for life project and reviewed the dates and times for the upcoming strategy workshops. She also shared a program called “walk and talks”, a program where City staff or Commission members walk the neighborhoods to connect with a particular group of residents.

Actions / Follow-Up Items:

- LaRette will check the pricing for getting the file of life materials.
- LaRette will email the next budget hearing date.
- All Commissioners are asked bring ideas for rules and by-laws.

Next Meeting: Monday, March 16th at 6:00 PM. – Heman Park Community Center

Meeting Adjourned at 7:05p.m.

**Plan Commission
December 29, 2014 Meeting Minutes
(approved 3-25-2015)**

The Plan Commission held their regular meeting at the Heman Park Community Center located at 975 Pennsylvania Avenue, University City, Missouri on Monday, December 29, 2014. The meeting commenced at 7:00 pm.

1. Roll Call

Voting Members Present

Linda Locke (Chairperson)
Cirri Moran (Vice-Chairperson)
Michael Miller
Rick Salamon
Rosalind Williams
Samuel Jones (arrived at 7:10 pm)

Voting Members Absent (Excused)

Andrew Ruben

Non-Voting Council Liaison Present

Michael Glickert

Staff Present

Andrea Riganti, Director of Community Development
Ray Lai, Deputy Director of Economic and Community Development

2.a. Approval of Minutes – October 22, 2014 Plan Commission meeting minutes

A motion was made by Ms. Moran to approve the October 22, 2014 meeting minutes. The motion was seconded by Mr. Salamon and carried 5-0.

3. Public Hearings – None

4. Hearings – None

5. Old Business

- a) **Amended Conditional Use Permit 14-11407 – 8026 Groby Road – Replacement of existing electrical substation in SR – Single Family Residential District** (*continued from October 22, 2014 Plan Commission meeting*)

The Chairperson explained the procedure for the Amended Conditional Use Permit and noted the subject case was continued from the October 22, 2014 Plan Commission meeting after the public hearing was held.

Mr. Lai provided an overview of maps and pictures of the site and surrounding area. A display model of the proposed development was put up by the applicant in the meeting hall for public viewing.

Mr. Nicholas VonFeldt with Ameren Missouri presented to the Plan Commission members the revised proposal which reflected feedback from recent meetings with the residents. He explained the newly proposed residential-looking façade on the north and west sides of the facility, privacy fencing, gates, and landscaping. An educational program with the School District will be initiated. Ms. Terry Entwistle with CDG Engineers was also present to explain the revised proposal.

Questions / Comments and Discussion

- Plan Commission members discussed the attendance of the resident meetings that the applicant held and the feedback solicited. Also discussed was whether the new facility design met all the standards. The applicant stated that it did.
- Plan Commission members also enquired about future property maintenance responsibility. Staff indicated that it would be subject to city standards and enforcement.

The Chairperson asked staff for their recommendation. Mr. Lai stated that staff would recommend approval of the application based on the revised proposal, subject to the conditions in Attachment B of the staff report, including more restrictive construction hours, from 8 a.m. to 6 p.m. on Monday to Friday. Mr. Lai also noted a minor correction to the narrative of staff report that no resident meeting was held on November 11th.

Although this was not a public hearing, the Chairperson opened the meeting to public comments:

Mr. Douglas Parham – 8039 Groby Road, speaking as an individual and a representative of the neighborhood, commended the efforts of the applicant, residents, the Green Center, and the Council Members to arrive at a revised proposal to the satisfaction of the residents. He was proud to live in University City. Mr. Salamon expressed appreciation of all working together, Ameren, the community, and staff.

Ms. Williams made a motion to approve the application subject to conditions contained in Attachment B of the staff report. The motion was seconded by Ms. Moran and carried 6-0.

6. New Business - None

7. Other Business

a. Public Comments

Mike Jackson – 719 Harvard Avenue, enquired when the Delmar/Harvard redevelopment proposal would be considered. Staff stated that not immediately, as no formal application had been filed yet.

8. Reports

a. Code Review Committee Report - None

b. Comprehensive Plan Committee Report

Ms. Riganti stated that a Comprehensive Planning Advisory Committee meeting, a facilitator training, and a public visioning session were held on November 19th. Mr. Lai further briefed the Plan Commission on the status of community engagement effort and stated that a Comprehensive Planning Committee meeting would be scheduled soon.

c. Council Liaison Report - None

d. Department Report - None

9. Adjournment – With the motion made by Mr. Miller and seconded by Mr. Salamon, the meeting adjourned at 7:40 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

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