



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

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. March 9, 2015 City Council Regular Session

F. APPOINTMENTS

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

G. SWEARING IN

1. Rebecca Clendenen to the CALOP commission
2. James Stutz to the Pension Boards
3. Joan Greco-Cohen was sworn in at City Hall to the Library Board.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

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.
VOTE REQUIRED
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.
VOTE REQUIRED

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

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.
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.

M. NEW BUSINESS

RESOLUTIONS

BILLS

N. CITIZEN PARTICIPATION (continued if needed)

O. COUNCIL REPORTS/BUSINESS

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

P. COUNCIL COMMENTS

Q. ADJOURNMENT

MEETING OF THE CITY COUNCIL
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March 9, 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 9, 2015, Mayor Shelley Welsch called the meeting to order at 6:31 p.m.

B. ROLL CALL

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

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

Also in attendance was Lehman Walker, City Manager.

C. APPROVAL OF AGENDA

Voice vote to approve the agenda as presented carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. February 23, 2015 City Council Study Session minutes were moved for approval by Councilmember Jennings, seconded by Councilmember Glickert and the motion carried unanimously.
2. February 23, 2015 City Council Regular Session minutes were moved for approval by Councilmember Jennings and seconded by Councilmember Sharpe.

Councilmember Carr asked if the statement on page E-2-9, *"Based on the 2000 Census U City had a population of 50,000 residents,"* should be amended to read *"Based on the 2000 Census U City had a population of roughly 37,400 residents"?* Mr. Walker stated the statement should be amended to read, *"Based on the 1960 Census U City had a population of 50,000 residents"*.

Councilmember Crow asked if staff could add clarification to the statement on page E2(6) which read, *"She then asked if the tax increase from the bond issues would be applicable to personal property taxes as well as real estate taxes? Mr. Walker stated that he did not believe that they would be."* Mr. Walker stated that he has since determined that a minor amount of personal property taxes will be applicable to the tax increase.

Councilmember Carr stated that she had presented the aforementioned question to Mr. Walker in a written document and would like to request that his response to her be in writing.

Mayor Welsch noted that page E-2-2 which originally identified Mr. Sullivan as a Councilmember has been corrected.

Voice vote to approve the minutes as amended carried unanimously.

F. APPOINTMENTS

1. Rebecca Clendenen was nominated for appointment to CALOP by Mayor Welsch, replacing Beth vonBehren, seconded by Councilmember Sharpe and the motion carried unanimously.
2. James Stutz was nominated for appointment to the Pension Boards by Councilmember Jennings, replacing James Carr, seconded by Councilmember Glickert and the motion carried unanimously.
3. Joan Greco-Cohen was nominated for appointment to the Library Board by Councilmember Glickert, replacing Carl Seltze, seconded by Councilmember Sharpe and the motion carried unanimously.

G. SWEARING IN

1. Jonathan Falk was sworn in to the Human Relations Commission.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Eric Stein, 7427 Chamberlain Avenue, University City, MO

Mr. Stein stated that his home adjoins the River des Peres channel and has been subjected to numerous floods since 1980. He acknowledged that the Mayor was correct in stating that this is a regional problem and although a number of the City's water reduction achievements are good, they also reinforce the argument for more comprehensive planning.

- Putting pavers on the Tivoli and Post Office lots made a more permeable surface, but had negligible effect on flood areas. Mr. Stein asked about the cost-benefit and if money could have been spent better somewhere else.
- Rain gardens and retention ponds are good but to have any impact, widespread integration is needed throughout the community and asked if any planning had been done in this area.
- Mr. Stein ask if a hydrological study had been done to determine if there would be any impact on the properties on Dartmouth, when a levy was installed to prevent the swimming pool from flooding.
- Public Works' brochure on dry flood-proofing was a step in the right direction and asked if the City had any plans of how technical assistance would be offered to homeowners.
- Mr. Stein questioned the storm water management of the drainage system by the tennis courts at Heman Park.

Mr. Stein was concerned if University City would receive any assistance from MSD's proposed tax hike without having a comprehensive flood plan in place.

Kymal Dockett, 6844 Crest Avenue, University City, MO

Mr. Dockett provided Council with information outlining the Positive Ticketing program as initiated by a police officer in Canada that is now being utilized in Moline Acres. He then provided an overview of the program:

- **Phase I - Cop Cards.** Similar to baseball cards, Cop Cards are distributed to local elementary schools with the goal of promoting healthy relationships by putting a human face to a City's police force.
- **Phase II - Positive Tickets.** Youth who demonstrate positive achievements are then provided with tickets distributed by police officers.
- **Phase III - Rewards.** Students redeem the positive tickets they have received for rewards.

Benefits:

- Minimizes the disconnect between police officers and youth
- Enhances a youth's desire to be in law enforcement
- Elevates a youth's comfort level and desire to report crimes
- Humanizes police officers
- Generates a positive impact on the community

Mr. Dockett asked Council if they would give consideration to implementing this program in University City.

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 the consultant Horner & Shifrin for fifty (50) curb ramp designs for \$38,379.

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

Councilmember Glickert asked whether the City's curb ramp design would be similar to the ramps that St. Louis County installed on Delmar and Hanley. Director of Public Works & Parks Richard Wilson stated that although he is aware that there have been issues with some of the County's ramps, University City must adhere to the same federal guidelines. So while the designs will be similar it was the City's hope is to make them more pedestrian-friendly.

Voice vote on Councilmember Jennings' motion carried unanimously.

2. Approval of Special Warranty Deed of a private parcel of land as Right-Of-Way received from Washington University, located at 701 Westgate Ave between Westgate Ave and Ackert Walkway.

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

3. Approval to award contract to Erb Equipment for a Wheel Loader in the amount of \$164,025.

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

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9254** – An ordinance authorizing the City of University City to enter into and execute a contract with St. Louis County, Missouri, for mosquito control services and of University City to enter into on behalf of said City a contract with St. Louis County, Missouri, for mosquito control services. Bill 9254 was read for the second and third time.

Councilmember Kraft moved to approve Bill 9254 and was seconded by Councilmember Sharpe.

Councilmember Kraft stated that in 2003, Council passed a resolution to eliminate spraying

within University City, and to ensure that this continued he moved to amend the motion by asking that the words, "and/or power spraying (fogging)," found in Section I, be removed from the ordinance.

Councilmember Sharpe seconded the motion to amend and asked Mr. Walker if the City had taken any action with respect to spraying or fogging? Mr. Walker stated that no action has been taken since staff was awaiting direction from Council. He stated that the motion by Councilmember Kraft would essentially direct staff to utilize the boxes within the contract to direct St. Louis County to proceed only with the larviciding.

Councilmember Glickert stated that since the contract allows staff to elect which method they would like to utilize, he did not see a need for the motion to amend.

Councilmember Crow stated that while he is in agreement with Councilmember Kraft, he would like to hear from the citizens prior to taking a vote.

For the record, Mayor Welsch noted that Section 2 had been numbered incorrectly as Section 1 in the ordinance.

CITIZEN'S COMMENTS

Linda Wigger Kraft, 7275 Creveling, University City, MO

Ms. Kraft stated that as a citizen, contributor to *Healthy Planet*, a St. Louis magazine, and as a professional landscaper, she would ask staff to not only stop the spraying of Permethrin, but to also consider the use of all pesticides on public lands and gardens. She stated that the spraying of Permethroids used in mosquito control is an ineffective control of the mosquito population. The Great Rivers Environmental Law Center states that the dangers to humans from small doses include skin irritation, eye irritation, asthmatic symptoms and that larger doses may affect the nervous system causing loss of coordination, tremors, dizziness, headache, nausea, muscle twitching, reduced energy, changes in awareness, convulsions and loss of consciousness. This spray also kills native bees, honeybees, butterflies and other insects.

Ms. Kraft stated that another pesticide that U City may be using and is unaware of its consequences is Neonicotinoids. Europe has banned the use of these neurotoxins until further studies are completed, and Seattle and Portland, Oregon have banned their use on public grounds. These pesticides affect the nervous system of all insects, every plant cell, and remain active for up to 19 years in the soil. *Nature*, a scientific journal showed that not only are all types of insects killed by this pesticide, but that bird populations have diminished because of it.

A group of citizens from U City is organizing an effort directly related to the use of these neurotoxins by planting milkweed/monarch butterfly and pollinator gardens, an ongoing effort throughout the region.

Kay Drey, 515 West Pointe Avenue, University City, MO

Ms. Drey supported the recommendation of Councilmember Kraft and stated that as a member of the Board for the Great Rivers Environmental Law Center she would like to present Council with copies of the Center's 2003 and current position paper on the use of neurotoxins.

Irv Logan, 1336 Waldron, University City, MO

Mr. Logan stated that he has spent nearly 30 years working in the field of conservation, is the Vice President and founder of U City's Green Center, and based on his experience he is opposed to any spraying for the elimination of mosquitoes. Mr. Logan stated that spraying is detrimental to wildlife and children, specifically those children with special needs. He stated

that the City must be made aware of the unintended consequences and be conscious of the things that can be done to alleviate problems created by spraying chemicals into the environment. Mr. Logan stated that one solution is to establish partnerships with friends and neighboring communities to eliminate debris, standing water, and work together on how to solve this problem.

COUNCIL'S COMMENTS

Councilmember Jennings stated that when he originally introduced this bill, he was in favor of spraying. But since learning about the impact that tear-gas had on seniors who were locked inside their homes in Ferguson, he would have to concede that the use of airborne insecticides could also prove to be just as harmful.

Councilmember Kraft stated that he would like the record to reflect that Ed Mass had asked him include his statement opposing the use of spraying insecticides. He stated that he has talked to and received numerous emails opposing this method and strongly supports telling St. Louis County not to utilize spraying or fogging in U City.

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

Roll Call vote to approve the bill as amended was:

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

NAYS: none

Bill 9254 carried unanimously and became Ordinance number 6982.

- 2. BILL 9255** – An ordinance repealing Section 220.290 of Chapter 220 of the City of University City Municipal Code; and enacting in lieu thereof a new Section 220.290. Bill 9255 was read for the second and third time.

Councilmember Glickert moved to approve Bill 9255 and was seconded by Councilmember Carr.

Roll Call vote was:

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

NAYS: none

Bill 9255 carried unanimously and became Ordinance number 6983.

M. NEW BUSINESS *RESOLUTIONS*

BILLS

Introduced by Councilmember Glickert

- 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 first time.

Introduced by Councilmember Sharpe

- 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 first time.

N. CITIZEN PARTICIPATION (continued if needed)

Gloria Nickerson, 7576 Blackberry, University City, MO

Ms. Nickerson spoke on her opposition to Propositions P and S, stating it provided no benefit to the hundreds of residents whose homes continually flood. She stated that property owners who live on unimproved streets should be told if their streets will or will not be included in this proposal to ensure that they are not being misled. Ms. Nickerson would encourage the City to make sure that residents are provided with a clear understanding of the impacts associated with the passage of both propositions.

Ms. Nickerson asked Council if they could provide her with an update on where she could go to find more information on the City's plans to renovate or construct a new Police station.

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

Mayor Welsch stated that her hope is that Council will begin to receive more minutes from the City's boards, commissions and task forces.

4. Other Discussions/Business

P. COUNCIL COMMENTS

Councilmember Jennings noted that the first State of Affairs meeting for Ward 3 will be held on Tuesday, March 10th at 7 p.m. presented by Councilmembers Jennings and Sharpe. He said the meeting is open to the public and will take place at the Baptist Church of the Holy Communion located at 7515 Melrose, behind Walgreen's.

Councilmember Glickert stated that he and several members of Council attended the Real Talk banquet and awards ceremony held on Saturday to honor some of youth within U City. He stated that he would like to recognize wonderful volunteers Sultan Muhammed and Victor Pichon, who for the past seven years have given their time and energy to mentor University City's young people.

Councilmember Carr made the following comments with respect to the bond issue:

- During the 2009 bond issue the then City Manager spent roughly \$6,000 on informational materials for the public.
- Council approved Mr. Walker's request to design four ballot advertisements for the current bond issues; three to be mailed and one to be included in an issue of ROAR's. The estimated cost for the design and mailing of these advertisements is somewhere between \$18,000 and \$25,000.
- A proposal requesting that the advertisements and associated costs be submitted to Council prior to issuance was defeated, along with an alternative proposal that was removed and postponed indefinitely. So although the City Manager does have the authority to spend up to \$25,000, there is no accountability.
- The first "*massive educational program on Propositions P and S,*" was sent last week. Councilmember Carr asked Mr. Walker if proofs of the brochures had been submitted, prior to mailing, to any member of Council.

Mayor Welsch advised Councilmember Carr that this section of the agenda was for Council's comments and not questions and answers. Councilmember Carr stated that this was the only venue available to express her comments. Mayor Welsch stated that if Mr. Walker is amenable

to answering her question, he may do so, but she stated for the record that the appropriate section for making such comments was in Council's Reports/Business. Councilmember Carr stated that she received her postcard on Saturday and in order to make a timely request, she would have had to receive it by Thursday.

Mr. Walker advised Councilmember Carr that no process had been established to provide Council with proofs prior to their issuance.

Councilmember Carr stated that although she cannot verify her information, she heard that proofs were shared with individual members of Council and the public prior to its release to the entire population. She went on record saying that she had not received any copies prior to mailing.

Councilmember Carr stated that she will be opposing the bond issues and will be working with members of the public who have taken a similar stance to ensure that residents have sufficient knowledge prior to voting. She then announced that she and Councilmember Crow will be holding town hall meetings on March 24th at the McNair Administration Building at 7 p.m. and March 26th at the U City Library at 7 p.m.

Councilmember Kraft stated that what we have all heard is a continuation of Councilmember Carr's routine of innuendos and conspiracy theories.

Point of Order: Councilmember Carr stated that Councilmember Kraft's comments were of a personal nature.

Councilmember Kraft stated that Councilmember Carr voted against spending reserve funds to fix the streets and is now against spending bond money to fix the streets. He asked how she planned on fixing the City's streets.

Councilmember Kraft stated that as a physician who has watched individuals fight hard against a disease to save their own life, it is a mystery to see an apparent healthy individual end their life. He stated that he does not know why Tom Schweich killed himself, but he is haunted by the possible influence of whispering campaigns and political unkindness on a man's life. He quoted from Senator Danforth's eulogy, *"The message for the rest of us reflects my own emotion after learning of Tom's death, which has been overwhelming anger that politics has gone so hideously wrong, and that the death of Tom Schweich is a natural consequence of what politics has become. I believe deep in my heart that it's now our duty, yours and mine, to turn politics into something much better than its now miserable state."*

Councilmember Kraft stated that last year U City had a particularly nasty campaign season where approximately \$50,000 was spent to disseminate half-truths, innuendos, lies and conspiracy theories, paralleled by an ugly whispering campaign, hints of which still continue. He stated that U City's issues are not about war and peace, they are about ensuring that police have uniforms and cars, fixing and sweeping streets. He stated he could only echo the sentiments of Senator Danforth; we must turn all politics into something much better than what they are today.

Councilmember Crow stated that he had the pleasure of being with his family in The Loop on Saturday night and was proud to see U City's police officers out amongst all the excitement, greeting folks in a very professional manner.

He stated that he had just received his postcard regarding Propositions P and S and said that typically when someone tells you how much something is going to cost you after-the-fact, it means that they are unwilling to reveal what the actual increase would be. It was his hope that their educational campaign will enlighten residents about what they are paying today versus what they will be paying should these propositions pass.

Councilmember Crow applauded Councilmember Carr for her patience and perseverance, since neither one of them have a very good track record of successfully placing items on the agenda. He noted that the receiving these postcards are making residents aware of the City's plans to distribute 70,000 pieces of literature for an election that normally attracts about 4,000 voters. Councilmember Crow was looking forward to Councilmember Carr's and his upcoming town hall meetings where they could answer any questions residents might have.

Councilmember Crow stated that he found it interesting with the talk about conspiracies, since his disposition is to talk about patterns of conduct and whether or not that pattern justifies the actions that are taken by members of this Council.

He stated that he would like to join Councilmember Kraft in his comments about Tom Schweich, noting that his family has gone through a terrible tragedy and what occurred in this instance is exceptionally sad.

Councilmember Jennings stated that with respect to the comments that were made about the lack of input by citizens, noting that residents of the 3rd Ward have been relentless about asking for better streets. He found it interesting that two members of this Council have constantly asserted that residents have been kept in the dark but are now conducting town hall meetings on the very same issues that they claim to know nothing about.

Councilmember Jennings stated that there is a need for people to understand that there will always be some who attempt to discredit others and who have no interest in working with the majority. He would encourage everyone to find out for themselves by checking the facts and the numbers. Councilmember Jennings concluded by stating that based on the pattern of conduct he has witnessed both during and after elections in U City, Mr. Schweich probably would not have fared well in U City politics either.

Councilmember Carr stated that she has never mentioned the word conspiracy and has never made a personal attack against Councilmember Jennings; although he had made an attack against her in writing. She stated that the reason she is holding town hall meetings is to provide residents with an opportunity to ask questions about the numbers. Councilmember Carr stated that before Councilmember Jennings decides to make statements about members of Council not wanting to work with the majority, he should look in his own plate as to the number of times that he has extended an olive branch.

Mayor Welsch asked each member of Council to refrain from attacking each other while on the dais.

She stated that she would agree that residents should be educated and informed about the bond issues and that the job of doing so belonged to the City Manager who has been given the authority by Council to produce educational materials for dissemination to U City residents. She stated that she does not agree that the dissemination of such material should be based on the number of people who typically vote in the City's April elections, because every resident, whether they choose to go to the polls or not, deserves to have all information that is available on these issues.

The Mayor stated that if approved, the bond issues will:

- Generate a tax increase for property owners within the City; a 2.6 % increase for streets and .6 % increase for parks
- Provide improvements to 40 of the 81 miles of city-owned streets
- Provide improvements to 1 mile of the City's 2 miles of unimproved streets
- Provide improvements to 6 of the 9 miles of city-owned alleys
- Make the City more accessible by fixing and installing 1,800 ADA accessible ramps
- Repair trip hazards on sidewalks throughout the community
- Make several playgrounds fully accessible to children

- Improve traffic and parking at Heman Park
- Install solar lighting and sustainable vegetation at Heman Park to help reduce flooding downstream

Mayor Welsch stated that she had conducted a Citizen's Volunteer Corps, CVC meeting which provided the following:

- The Race, Class and Culture Committee is very active working on multiple programs, and has developed a mailing list of approximately 100 people.
- The Boulevard Trees Committee discovered that in the last 16 years the City has lost almost 200 trees along Delmar Boulevard.
- The Unbanked and Under-Banked Task Force has now become part of the St. Louis Regional Unbanked Task Force.
- The Monarch Butterfly group is currently working to install monarch gardens throughout the community.

Residents interested in knowing more about the CVC should contact Mayor Welsch.

Q. ADJOURNMENT

Mayor Shelley Welsch adjourned the meeting at 7:40 p.m.

Respectfully submitted,

Joyce Pumm
City Clerk, MRCC/CMC

To: City Council

From: Eric Stein

Subject: Comments on the need for comprehensive storm water planning (3/9/2015)

My home adjoins the River Des Peres (RDP) channel just upstream from the site of the fatalities of the 2008 flood and has been subjected to numerous floods since we moved there in 1980. At the February 27 council meeting, members Carr and Crow proposed that the city develop a storm water master plan. The proposal was defeated by a 4-3 vote. Subsequently Mayor Welsch released a statement explaining why she could not support the proposal, as well as a list of storm water achievements already accomplished. I would like to address the need for comprehensive planning, as well as some of Mayor Welsch's comments.

Mayor Welsch is correct in saying that U. City did not create its own storm water problem and that it is a regional problem. But it is up to us to find ways to deal with it. A number of the storm water reduction achievements she cites are good, as far as they go, but if anything, some just reinforce the argument for more comprehensive planning. For instance,

- Putting pavers in the Tivoli and Post Office parking lots certainly makes for a more permeable surface, but for the area involved, has negligible effect on flood levels. Could the money have been better spent? Was any cost/benefit analysis performed?
- Rain gardens and retention ponds are a great idea in principle, but just scattering a few around here and there has, again, negligible effect on our flood levels. To have any effect, they need widespread integration into the community. Has any planning been done toward accomplishing this?
- The mayor cites that a berm was installed near the RDP to prevent flooding of the swimming pool from the River. Let's call a berm by what it really is, which is a small levee. Levees are a discredited method of dealing with flooding unless they are accompanied by a thorough technical analysis because a levee just raises the flood level somewhere else along the stream. Was any hydrological study done to see where? Might this have affected the properties downstream along Dartmouth near the tunnel, which are now being reclassified on the new FEMA maps as **IN** the floodway?
- The brochure offered by public works on dry floodproofing is a step in the right direction toward helping homeowners mitigate the effects of flooding. However, most homeowners will need technical help in deciding what is best for their home. Does the city have any kind of plan for offering such assistance to homeowners whose properties flood several times a year? There are cost-effective things that could be done to mitigate the effects of flooding, if the council cares enough to look into it.
- I am pleased that the mayor did not cite the "low water bridge" southwest of the tennis courts in Heman Park as an achievement, but it merits mention here anyway, since the subject is planning. The tubes under it silt up and clog immediately after a heavy rain, effectively creating a four foot high dam across a channel that is already prone to flooding. Although it is scheduled for removal eventually, it has been allowed to stay in place for years. Do you call this planning?

I suggest that these and other examples that could be cited show the need for a more comprehensive approach to storm water planning to assure that we are not just nibbling around the edges in a piecemeal fashion, that what we do is cost-effective, and does not have unintended consequences. There is an additional reason as well: As reported in the 3/5/2015 Post Dispatch, MSD will go to the voters next year for approval of a uniform storm water tax, with the goal of finally funding needed storm water projects at the proper level. If this passes, many municipalities will be clamoring for these MSD projects. Those who can show they have done their homework, as demonstrated by having a comprehensive plan in place, will likely go to the head of the line.

I ask those of you who opposed this proposal to take another look at the need. If you do not like the specifics of the Carr/Crow proposal, at least discuss it and try to come up with a compromise you can support. I suggest a good starting place would be for the council to form a subcommittee or study session to meet with Mr. Wilson and Ms. Fuhler and ask them what they need in order to (1) be ready to hit the ground running with MSD if the voters approve the storm water tax, (2) develop a coordinated approach to storm water issues, and (3) provide technical assistance to help homeowners mitigate the effects of flooding.

Ed Mass, 8360 Cornell Ave.

The last time the issue of mosquito spraying by St. Louis County came up, I spoke against it and am speaking against it again.

I'm not an expert however I remember the last time this came up that I had found some studies, through internet searches, that compared cities that sprayed to those that didn't. The results showed that spraying did not make a difference in its intended purpose of controlling mosquito populations.

However, there are many studies that have shown strongly negative impacts of pesticides. These range from farm workers, who are often most intensely subjected to heavy doses from irresponsible spraying, to consumers of all ages showing pesticides in their bodies including breast milk which passes the pesticides to babies.

I will relay my own experience shortly after I spoke the last time and was taking a walk on UCity streets. A pickup truck with a large spout in the back of it came down the street from behind me. Before I realized what it was, a large amount of spray was sent up into the air immediately as it passed me.

Once I saw that, and realized this was the spraying that had just been discussed, I ran away from it as well as I could. However, my observation was that, as it was being sprayed down the middle of the street in a large explosion of spray, how could this possibly get to the sides and back yards of the houses in sufficient quantity, and dispersed onto the appropriate areas, to do any good?

And, if it was even possible that could happen, then how much more intense was the dosage in the streets and front yards that could impact the children and pets that are closer to ground level?

It simply does not seem like a well thought out or effective process at all, much less to use this method for a pesticide that could be harmful to human health as well as the mosquito.

Thank you.

My name is Linda Wiggen Kraft. 7275 Creveling Dr. U City

I am here today as a U City citizen; as writer for The Healthy Planet; a STL magazine, that educates our community about sustainable, organic and healthy living; and as a professional who works with landscapes and gardens.

I'm asking U City Council and Departments to not only ~~consider~~^{stop} the spraying of pesticide permethrin, a derivative of a natural occurring chemical from chrysanthemum plants, ~~for mosquitoes~~, but to also consider the use of all pesticides on public lands and gardens.

The spraying of pyrethroids is ineffective in the control of mosquito populations. The harmful effects on people are the real dangers of exposure to this chemical when sprayed.

GREAT RIVERS ENVIRONMENTAL LAW CENTER states these dangers as:

- skin irritation, eye irritation, and asthmatic symptoms.
- Larger doses may affect the nervous system, causing loss of coordination or tremors.
- Very large doses can result in dizziness, headache, nausea, muscle

twitching, reduced energy, changes in awareness, convulsions and loss of consciousness.

Pyrethroids, although derived from Chrysanthemum plants, are a neuro toxin that kill all forms of insects. That includes “pests” but also honey bees, native bees, butterflies, and other insects. Unfortunately there is the misconception that this form of insecticide is “harmless”, “natural” and sometimes called “organic”. There are businesses that come to homes and spray for mosquitoes stating how safe these applications are. Yet an investigation of these Pyrethroids revealed that one is a possible carcinogen and one an endocrine disruptor. Perhaps by U City’s example of not spraying for mosquito control, homeowners will look into backyard spraying and realize its effects and dangers.

I’m here to talk about another class of pesticide that U City maybe using, unaware of its consequences. Over 40% of the pesticides used in the world are a “neonicotinoids”, “neonics” for short. Europe has banned them until further study. Seattle and Portland Oregon have banned their use in public grounds. They are neuro toxics that affect the nervous system of all insects. This pesticide kills or causes such neurological damage that an insect is incapable of sustaining life for itself or the hive in honey bee’s case. This is a “systemic” insecticide that ends up in all

the cells of a plant – roots, stem, leaves, flowers including pollen. So if a butterfly goes to get nectar from a flower, it ingests this chemical and dies or is rendered incapable. Also “neonics” are active for years, for the entire life of a plant, and up to 19 years in the soil.

Neonics have been implicated in the death of honey bees and colony collapse disorder. But research has shown there are far wider and more alarming concerns. A paper published last summer in **Nature**, one of the world’s most respected peer-reviewed scientific journals, showed that not only are all types of insects are killed by this pesticide, but that bird populations have diminished because of it. Articles about this research appeared in many websites and magazines worldwide, including National Geographic with the headline : **Second Silent Spring?**

Last year Home Depot and Lowe’s sold plants labeled as good for pollinators, yet they were grown with neonics. A public outcry changed these stores’ policies so there will be labels this year on plants treated with neonics and a warning that they may be harmful to pollinators.

There is an effort in U City that relates directly to the use of these neuro toxin pesticides. A group of citizens has organized to plant Monarch Butterfly and Pollinator gardens. Many native gardens are grown here. This effort is throughout our region, including the STL ZOO with its new Pollinator Gardens on the site of the old Deaconess Hospital.

The Xerces society, - a national non-profit that protects invertebrate wildlife and habitat works with the STL zoo. Their website states: "Many neonicotinoid pesticides that are sold to homeowners for use on lawns and gardens do not have any mention of the risks of these products"

The Xerces website, names specific neonic chemicals and brands of pesticides with them.

My question is this. Does the use of pesticides and the plants planted by University City Parks Department and other organizations, include these chemicals and plants grown with them? And if so why? Are we as a city promoting MONARCH AND POLLINATOR GARDENS and working against them at the same time.

March 9, 2015

I am submitting to the City Council the attached two position papers that were prepared by the Great Rivers Environmental Law Center regarding the use of insecticide spraying -- in 2003 and 2011 -- as a part of my statement this evening

Kay Drey
515 West Point Ave.
St. Louis MO 63130

Permethrin isn't dangerous to fish, birds and household pets only, but is also dangerous to human beings. According to Aqua-Reslin's manufacturers, the active ingredients can result in loss of coordination, tremors, dizziness, headache, nausea, muscle spasms, reduced energy, convulsions and loss of consciousness.⁹ Additionally rashes and dermatitis may result from skin contact with the petroleum-based dispersal ingredients. While the effects of short-term exposure to permethrin are alarming, the long-term effects could prove much more dire: a 2006 study linked exposure to permethrins with the presence of liver and lung tumors in lab mice.¹⁰ As a result of this study the Environmental Protection Agency has classified permethrin as likely carcinogenic to humans.¹¹ Studies have also suggested that permethrin acts upon the human nervous system in the same manner as Parkinson's disease.¹²

Pregnant and expecting mothers must exhibit more care: In 2005 a woman who experienced chronic exposure to permethrin gave birth to a baby suffering from acute leukemia which had white blood cell counts eight times the normal amount—the leukemia was traced to permethrin crossing the placental barrier and splitting chromosomes in the fetus' bone marrow.¹³ A multi-year pregnancy-and-early-childhood study of 6,975 children in California found links between insecticide exposure and increased incidences of autism spectrum disorders, behavioral problems, and lowered childhood IQ.¹⁴ Studies have identified permethrin as an endocrine disruptor, which means it interferes with the body's hormonal and nervous systems.¹⁵ The

9 Aqua-Reslin MSDS.

10 "Permethrin Facts." US EPA. http://www.epa.gov/oppsrrd1/REDS/factsheets/permethrin_fs.htm

11 "Pyrethroids: A Summary." US EPA. http://www.epa.gov/teach/chem_summ/pyrethroids_summary.pdf

12 "Study of Insecticide Neurotoxicity Yields Clues to Onset of Parkinson's Disease." Virginia Technical University. <http://www.cals.vt.edu/news/archives/20030324.php>

13 "Congenital Leukemia After Heavy Abuse of Permethrin Spray During Pregnancy." A Borkhardt, M Wilda, U Fuchs, L Gortner and I Reiss. <http://www.headlice.org/news/2005/leukemiaspray.htm>

14 "Maternal Residence Near Agricultural Pesticide Applications and Autism Spectrum Disorders among Children in the California Central Valley" Roberts, Eric M. *et al.*

<http://ehp03.niehs.nih.gov/article/fetchArticle.action?articleURI=info:doi/10.1289/ehp.10168>

15 "Toxicological Profile for Pyrethrins and Pyrethroids." U.S. Department of Health.

practice of killing adult mosquitoes is the least effective method of controlling mosquito populations, and that measures taken to eliminate mosquito larvae and eggs are much more effective. Since permethrin is toxic to fish, frogs and birds—all natural predators of mosquitoes—its use may actually lead to an *increase* in mosquito populations, especially in areas where fish consume mosquito larvae.

How much does St. Louis County pay for such ineffective treatment? In 2010 the County spent almost \$96,000 on Aqua-Reslin, almost two thirds of their overall insecticide budget.²¹ The total amount spent in 2010 counts only the permethrin itself, not the cost of purchasing, operating and maintaining spray trucks, training and hiring employees to operate the spray trucks, or transporting, storing and cleaning up the permethrin. The County is spending a significant amount of money on an ineffective method of mosquito control that is harmful to humans and animals.

Currently, one cannot opt out of spraying—the County has contracts with 96 of the 98 incorporated municipalities within its boundaries, and it sprays permethrin in 86 of them.²² Currently, the only way a citizen can find out when their neighborhood will be sprayed is through an automated phone message that is updated every afternoon, meaning a citizen would need to call *every afternoon* to find out when their residence was to be sprayed, and even then would only have several hours' notice. (St Louis County Vector Control website.) If people don't know their neighborhoods are to be sprayed, they are at risk for massive exposure to permethrin simply by being outside when the spray truck makes its rounds. New York newspapers ran anecdotal articles detailing the experiences of people who had been accidentally

21 "Chemical Order 2010 Season." St. Louis County Department of Health, obtained via Sunshine Act request. On file with the Great Rivers Environmental Law Center.

22 2010 Spraying Schedule.

contamination. The Environmental Protection Agency has acknowledged that permethrin spraying results in contamination of streams and rivers and the Missouri Department of Natural Resources will begin requiring National Pollutant Discharge Elimination System permits under the Clean Water Act.²⁶ These permits will produce an additional cost and layer of bureaucracy upon the County's spraying activities, making spraying less effective overall. Further, limits within the permit could limit the County's spraying activities, and variances from the permit could result in fines of \$50,000 per day of non-compliance.

The County Should Cease Spraying Permethrin Immediately

St. Louis County should consider integrated pest management instead of spraying. If the County is going to continue spraying, it should at least find a better way to notify residents. The County should look out for drift, not spray near surface water, and not spraying during honeybee activity.

²⁶ "Pesticide General Permits." Missouri Department of Natural Resources.
<http://dnr.mo.gov/env/wpp/permits/pesticide.htm> .

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June 11, 2003

POSITION PAPER

USE OF SPRAYING TO COMBAT WEST NILE VIRUS

I. PESTICIDES USED BY ST. LOUIS CITY AND COUNTY

This summer, St. Louis City and County officials are once again responding to concerns of West Nile Virus (WNV) by spraying pesticides aimed at adult mosquito populations. News sources have kept residents well-informed of the potential dangers of the virus but have neglected to inform the public of the hazards of pesticides. Currently, St. Louis City uses the pesticide Anvil 2+2 ULV, which contains sumithrin and piperonyl butoxide as active ingredients. The County uses Aqua-Reslin, which contains permethrin and piperonyl butoxide. Both pesticides are mixed in a base of petroleum solvents and other undisclosed ingredients.

A. Short-term Exposure Toxicity to Humans

Permethrin and sumithrin are synthetic pyrethroids, a class of compounds which work by paralyzing the nervous system. They are chemically similar to pyrethrins, toxins found in chrysanthemum plants.¹ Human exposure to pyrethroids may cause skin irritation, eye irritation, and asthmatic symptoms.² Larger doses may affect the nervous system, causing loss of

¹ <http://ace.orst.edu/info/npic/factsheets/pyrethrins.pdf>.

² <http://ace.orst.edu/info/npic/factsheets/permethrin.pdf>.

coordination or tremors.³ Very large doses can result in dizziness, headache, nausea, muscle twitching, reduced energy, changes in awareness, convulsions and loss of consciousness.⁴

Whether a person may experience negative effects depends on the extent of the exposure and the person's age, sex, genetic makeup, lifestyle, and general health characteristics.⁵ The EPA recommends daily oral exposure limits for 10 different pyrethroids and has established tolerances for residues of pyrethrins and various pyrethroids in foods.⁶

Piperonyl butoxide is a chemical that has no pesticide effects on its own but is added to pyrethroids because it inhibits insects' ability to break down pyrethroids before they take effect. It has a low potential of short-term effects through direct contact.⁷ However, any exposure to piperonyl butoxide will also include exposure to a pyrethroid.

The petroleum solvent base may also be toxic. Short-term exposure to high levels may cause eye, skin, nose, throat or lung irritation; vomiting or central nervous system depression may result if petroleum solvents are ingested.⁸ The combination of a pyrethroid, piperonyl butoxide, and a petroleum solvent can lead to more severe health effects than each ingredient taken alone. The Material Safety Data Sheet (MSDS) for Anvil 2+2 warns that skin contact can result in irritation progressing into dermatitis, and ingestion can lead to nervous system disorders such as fatigue, dizziness, headaches, lack of coordination, tremors, and unconsciousness.

Government officials emphasize that the amount of spray is too low to cause severe reactions. However, New York newspapers report anecdotes of residents being doused by spray trucks while standing at phone booths or coming out of their homes.⁹ One woman was sprayed directly in the face from a truck four to five feet away. Victims suffered from eye irritation, chest

³ New York State Dept. of Health, available at <http://www.health.state.ny.us/nysdoh/pest/anvil.htm>. June 2002.

⁴ ATSDR, available at <http://www.atsdr.cdc.gov/tfacts155.html>. September 2001.

⁵ Illinois Department of Public Health, available at <http://www.idph.state.il.us/envhealth/factsheets/fog.htm>.

⁶ <http://www.atsdr.cdc.gov/tfacts155.html>.

⁷ <http://ace.orst.edu/info/npic/factsheets/pbogen.pdf>.

⁸ <http://www.health.state.ny.us/nysdoh/pest/scourge.htm>.

⁹ Patricia Hurtado, "A Price to Spray," Newsday, September 19, 2000. Available at <http://www.safe2use.com/ca-ipm/00-09-19.htm>.

tightness, and nausea which persisted for several days. A local hospital reported more than 200 calls from residents who suspected they had been poisoned by pesticides.¹⁰

B. Long-term Exposure Effects

Pyrethroids, including permethrin and sumithrin, are suspected to be endocrine inhibitors. In a laboratory study at Mt. Sinai School of Medicine, they were found to mimic the hormone estrogen when applied to cells grown in plastic dishes.¹¹ Estrogen-mimickers impair the body's natural ability to regulate the level of hormones. In humans, increased levels of estrogen is linked to breast cancer, decreased fertility, and reduced sperm count.¹²

Permethrin and piperonyl butoxide are both classified by the EPA as possible carcinogens due to their correlation with lung and liver tumors in mice during laboratory experiments. The EPA is currently investigating the cancer effects of sumithrin and has not yet classified the pesticide. The long-term and carcinogenic effects on humans are not well studied and many of the potential effects given (including short-term effects) are results of animal toxicity tests.

C. Effects on Wildlife

Both permethrin and sumithrin are highly toxic to fish and bees and slightly toxic to birds. Piperonyl butoxide is only mildly toxic to fish but highly toxic to other aquatic organisms and slightly toxic to birds.¹³ Wildlife (and pets) can be exposed through direct contact, ingesting sprayed vegetation and insects, inhalation, or grooming.¹⁴ The toxicity to fish and birds is particularly significant because certain species eat mosquito eggs, larvae, or adults, thereby playing a key role in the reduction of the mosquito population. Furthermore, spraying with pesticides could have the contrary result of increasing mosquito populations by eliminating their

¹⁰ Michael R. Blood. "Artist: I'm a Victim of Skeeter Spraying." New York Daily News. September 09, 2000. Available at <http://www.getipm.com/articles/ny-anvil.htm>.

¹¹ Vera Go, Joan Garey, Mary S. Wolff, and Beatriz G.T. Pogo. "Estrogenic Potential of Certain Pyrethroid Compounds in the MCF-7 Human Breast Carcinoma Cell Line." Environmental Health Perspectives, vol. 107, no. 3, March 1999, pages 173-177.

¹² William C. Sugg, III, Matthew L. Wilson. "Overkill: Why Pesticide Spraying for West Nile Virus May Cause More Harm Than Good." July 2001. Available at <http://www.mecpi.org/wnv/overkillma.htm>.

¹³ <http://ace.orst.edu/info/npic/factsheets/permethrin.pdf>, <http://ace.orst.edu/info/npic/factsheets/pbogen.pdf>.

¹⁴ <http://npic.orst.edu/factsheets/wildlife.pdf>.

natural predators. Conservationists, most notably bird enthusiasts, are also concerned about the disturbance of natural ecosystems. Pesticides indiscriminately kill non-target insects also, eliminating a food source of fish, amphibians, and local and migratory birds. The poisons are also toxic to fish, diminishing another source of food for birds. Although WNV is extremely lethal to birds, environmentalists worry that using pesticides could be worse than the virus itself.

D. Efficacy of Mosquito Spraying

In a joint statement on mosquito spraying, the CDC and EPA state that in order to be effective, spraying must be done under extremely precise conditions: at the ideal temperature, with low winds, at the time of day when mosquitoes are most active, and with carefully calibrated equipment to form droplets the right size.¹⁵ Furthermore, the spray is only effective against adult mosquitoes and not eggs or larvae. In an April 2001 report the CDC stated, "Adulticiding, the application of chemicals to kill adult mosquitoes by ground or aerial applications, is usually the least efficient mosquito control technique," and also "The most effective and economical way to control mosquitoes is by larval source reduction. ... Control of adult mosquito populations by aerial application of insecticides is usually reserved as a last resort."¹⁶ The EPA and CDC advocate Integrated Pest Management (IPM). They explain, "IPM is an ecologically based strategy that relies heavily on natural mortality factors and seeks out control tactics that are compatible with or disrupt these factors as little as possible. IPM uses pesticides, but only after systematic monitoring of pest populations indicates a need. Ideally, an IPM program considers all available control actions, including no action, and evaluates the interaction among various control practices, cultural practices, weather, and habitat structure. This approach thus uses a combination of resource management techniques to control mosquito populations with decisions based on surveillance."¹⁷

IPM

¹⁵ <http://www.epa.gov/pesticides/factsheets/mosquitojoint.htm>.

¹⁶ <http://www.cdc.gov/ncidod/dvbid/westnile/resources/wnv-guidelines-apr-2001.pdf>.

¹⁷ <http://www.epa.gov/pesticides/factsheets/mosquitojoint.htm>

In addition to the uncertainty over whether pesticides effectively exterminate adult mosquitoes, there is also a question as to whether the pesticide is effective in reducing the incidence of WNV. As with any pesticide the insects which survive will be the ones that are most resistant to the pesticide and will breed increasingly resistant generations. In the past, mosquito populations have quickly developed resistance to DDT, malathion (a pesticide sprayed in Houston and New York), and *Bacillus thuringiensis israelensis* (a bacteria that kills mosquito larvae).¹⁸ Cities must either continually increase the amount of pesticide or spray new chemicals. Some municipalities must add supplementary chemicals such as temephos which inhibit the ability of mosquitoes to develop resistance to the primary pesticide.¹⁹

Conservationists also question the methods of locating WNV. Health departments tend to assume that dead birds indicate a high incidence of WNV since birds are highly prone to mortality from the disease. In response, they mark the location of high mortality as a hotspot of WNV and increase the amount of spraying. This circular reasoning ignores the possibility that pesticides are also a cause of death of birds. Health authorities should conduct testing to ensure that the deaths are not from pesticide poisoning. St. Louis County surveillance data, which plots the occurrence of dead birds in an area, demonstrates this assumption: “the dead birds on the map are not known to have died from WNV. If there is a sudden increase, however, it will be obvious and there is a good chance that WNV is the cause.”²⁰

II. ST. LOUIS COUNTY/CITY MOSQUITO ABATEMENT PLANS

A. St. Louis County

→ The County is responsible for spraying all areas except St. Louis City. The current plan includes surveillance of the incidence of WNV through mosquito trapping, dead bird data, and human/mammalian disease incidence data. However, the spray method is not related to

¹⁸ <http://www.niaid.nih.gov/dmid/malaria/malafi/vector.htm>, <http://www.nypirg.org/mosquito.html>.

<http://icmr.nic.in/annual/vrc/vectorbi.pdf>.

¹⁹ <http://www.epa.gov/pesticides/factsheets/larvicides4mosquitos.htm>.

²⁰ http://scchealth.org/docs/wnv/wnv_data.html.

surveillance data. Neighborhoods are sprayed on a weekly basis, though there is no schedule posted. There is also no mechanism for notification of residents and the County has eliminated the option of "no spray zones."

B. St. Louis City

So far this summer, the City vector control office has no plans for area-wide spraying. The City will spray on an as-needed basis in response to surveillance data; however, the Board of Aldermen may call for area-wide spraying later this summer if they believe it is necessary. The benefits of an as-needed plan is that it limits the spraying to targeted areas only and minimizes unnecessary spraying. The disadvantage is that giving residents notice is difficult since there is no consistent schedule. City residents may call the vector control office to be placed on a call list and will be called around 3:00-4:00 PM if their neighborhood will be sprayed that evening.

III. THE ST. LOUIS CITY AND COUNTY GOVERNMENTS SHOULD TAKE PRECAUTIONARY STEPS PRIOR TO SPRAYING

In the absence of long-term medical and environmental data, medical professionals including Dr. Daniel McKeel, Professor of Pathology and Immunology at Washington University, advocate the "cautionary principle" route. Concerns remaining to be addressed include: long-term human health risks of repeated spraying, impact on complex ecosystems, whether spraying may be counterproductive to eradicating WNV, the rate mosquitoes are developing resistance to sprays, and the efficacy of killing adult mosquitoes through indiscriminate spraying. Before responding to public alarm about WNV, government officials should carefully weigh the threats posed by WNV against the health costs of mosquito spraying.

A. City and County publications should be forthcoming on the health effects of mosquito spray.

St. Louis City publications from last summer notified residents that the City would be spraying "Anvil 2+2, a product that kills 96% to 98% of the mosquitoes in an area but is also

completely biodegradable within four hours.²¹ Also, “The City uses a botanical insecticide that is odorless and harmless to humans and pets.”²² However, the MSDS for Anvil states that it is a “pungent aromatic, similar to smell of mothballs,” is extremely toxic to fish (which are kept in backyard ornamental ponds), and can cause a variety of health effects to humans. Furthermore, the New York State Department of Health estimates that sumithrin, the active ingredient in Anvil, has a half-life of 9.4 days in soil and over 9 hours in water.²³ That is, half of the amount originally sprayed remains after those durations. Next, sumithrin is a man-made synthetic similar to toxins found in the chrysanthemum plant; the chemical itself is not a botanical. Last, the 96% to 98% success rate seems rather high for several reasons. First, EPA has emphasized that adulticide sprays are only effective under very precise environmental conditions. Second, pesticide expert Barrie Webster, former head of the Pesticide Research Laboratory at the University of Manitoba, estimates that success rates are 50-80% in favorable conditions and that the reduction in mosquitoes may last only 12-36 hours.²⁴

City and County governments should provide websites and hotlines to ensure that residents have access to health and safety information about pesticides, not just WNV. They should inform residents of who is most at-risk of adverse health effects (children, asthma sufferers, chemically sensitive people, etc.), provide information on how to limit exposure, and provide information on steps to take if a person believes he has been poisoned by spraying. Local clinics, hospitals, and physicians should also be notified of what pesticides are being used, along with the identification and treatment of such poisoning.

²¹ St. Louis City Department of Health. City Health. Volume 12 July/August 2001. Available at <http://stlouis.missouri.org/citygov/health/cityhealth12.PDF>.

²² St. Louis City Department of Health. City Health. Volume 15 April/May 2002. Available at <http://stlouis.missouri.org/citygov/health/cityhealth15.pdf>.

²³ New York State Department of Health. <http://www.health.state.ny.us/nysdoh/westmile/malathe4.pdf>.

²⁴ Barrie Webster, “Sting Operation: No Spray of Hope.” The Globe and Mail. May 1, 2003.

B. City and County Vector Control Offices Should Instruct Employees To Avoid Spraying Into Bodies of Water and Storm Sewers.

As noted above, pyrethroids are extremely toxic to fish and other aquatic organisms. Furthermore, the Clean Water Act prohibits the discharge of pollutants into waters of the United States without a permit. The Anvil 2+2 Material Safety Data Sheet states “Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination System (NPDES) permit and the permitting authority has been notified in writing prior to discharge.” Because FIFRA prohibits the use of a pesticide not in accordance with labeling instructions, the City and County should first obtain an NPDES permit if they know that trucks will be spraying near bodies of water. Even if the bodies of water are not under the authority of the Clean Water Act, spray operators should be instructed not to spray over ponds which contain fish or other aquatic wildlife. Mosquito spraying is suspected to have caused a fish kill in a goldfish pond at Lewis Park in University City.

C. Risk of Adverse Health Effects Warrants Adequate Notice and Opportunity for Residents to Opt-out of Being Sprayed.

The City’s current plan provides for only several hours notice and no opportunity to opt-out. The County, which has a weekly schedule for spraying, does not post the schedule online, notify local newspapers, and send newsletters to residents notifying them of the schedule for their area. This is inadequate to protect the health of people who are chemically sensitive, asthmatic, or pregnant. People may be sprayed while in their yards or coming out of their homes if they do not receive adequate notice. Schools and daycare centers should be specifically notified even if spraying occurs after hours, and they should be advised to wash children’s hands after playing outside. While the City’s plan to only spray as-needed is a positive step in minimizing the area affected, the environmental health office should take every step possible to

notify residents regardless of whether they have registered for the call list. Homeowners should have the right to opt-out of being sprayed regardless of health concerns.

D. Area-spraying Should Be a Last Resort

The Board of Aldermen for St. Louis still has the opportunity to switch to area-wide spraying. As the CDC has stated, this should only be used a last resort. Both the City and County should follow the Integrated Pest Management system advocated by the EPA and CDC. The program should focus on removal of breeding sites in public areas and educating residents on how to eliminate breeding sites in their yards. It should take into account natural ecosystem dynamics, including the effects of pesticides on non-target species and how predators might be used to control the mosquito population.

E. Pesticide Operators Must be Adequately Certified, Trained, and Protected

Pursuant to Missouri law, public operators of pesticides must be certified by the Missouri Department of Agriculture and “[a]ny employee of any agency... who is not licensed as a certified public operator may use restricted use pesticides only under the direct supervision of a certified public operator.”²³ Furthermore, pesticide operators should receive adequate training on personal safety and on the proper operation of pesticide trucks. Last, they should be given protective gear such as coveralls, chemical-resistant gloves, goggles, and chemical-resistant footwear plus socks.

F. Pesticides Must be Stored and Transported in a Safe Manner

Pesticides must be stored in accordance with label directions, which mandate closed, non-leaking containers placed in a cool, dry place. Since these chemicals are sprayed during the summer months, they must be kept indoors until use. Journalists in other states have uncovered stories of a pesticide being stored in the hot sun, leading to its degrading into more toxic

²³ Mo. Rev. St. §281.045.

chemicals which were subsequently sprayed.²⁶ The containers must also be stored in an area with secondary containment to catch any chemical that is spilled or leaked.

Although pyrethroids are not classified as a hazardous material under the Department of Transportation's regulations, trucks should take steps to avoid unintentional release of the pesticide. In case of a spill, trucks should carry absorbent materials such as sand, sawdust, or cat litter. Workers should also ensure that the sprayers are working correctly and not leaking before each round of spraying.

IV. CONCLUSION

The science on the efficacy of spraying on the incidence of WNV has been oftentimes disparate and muddled. In order to decide whether to spray, St. Louis County and City should establish a panel of citizens and experts to review data on the health effects on humans and animals and also take into account more effective methods of pest control such as targeting mosquito larvae instead of adults and educating the public on the elimination of breeding sites. If government officials decide that spraying must occur, they should notify residents as early as possible prior to spraying, notify schools and daycare centers of when spraying is about to be done, establish a source for medical information about pesticide hazards such as a website or hotline, give homeowners or entire neighborhoods a chance to opt out of having their property sprayed, and ensure residents are aware of this option. Since the goal of spraying is to protect public health, it must be done in a responsible manner that minimizes adverse health effects.

#

²⁶ Erik Baard, "Mutant Malathion: How New York's Mosquito-Spray Campaign Spawned a Deadly Neurotoxin." The Village Voice. July 18, 2001.

Greetings

The Richard Dockett Community Organization would like to present the Positive Ticket Program to create a unique way to recognize good deeds committed by our youth. The program is based on the simple philosophy that recognizing and rewarding good behavior WILL inspire and motivate greater good behavior. The goal of the positive ticket program is to restore the broken relationship between our youth, the community and the police departments.

The Positive Ticketing Program was created by Ward Clapham, a 28-year retired police officer in Canada in 2001 and continues to be successful. We would like to introduce this program to St. Louis County to promote positive relationships between police departments and the community. The Positive Ticket Program objective is to reward youth for "their diligence in wearing a bike helmet, not smoking, playing without causing a disturbance, volunteering, keeping the neighborhood clean, and so on." Positive Tickets will be used as the vehicle to make a connection and build trusting and lasting relationships. Positive Tickets are simply coupons, vouchers, tokens, or notes that have value for goods, services, or some type of credit, acknowledgement, or appreciation.

Why do we need the Positive Ticket Program in St. Louis County? **We need the program because there is a broken relationship between the police department and the community.**

How will the Positive Ticket Program work? **The community, police officers, teachers, security guards, librarians, and others will recognize youth for doing good deeds.**

What are some examples of good deeds?

- ✓ Safely walking on the sidewalk and crossing at the street light
- ✓ Picking up litter/trash on the street
- ✓ Wearing a bike helmet
- ✓ Playing without causing a disturbance
- ✓ Volunteering
- ✓ Using clean language
- ✓ Preventing bullying

The ticket is just the 'Gateway to the Relationship'. As, Ward Clapham says: "We have the option to be proactive now to build strong relationships that will help youth successfully navigate their tween and teenage years, or we can pay the price later."

Let's choose to be a proactive force now and build organic sustaining relationships of trust. We need the residents of St. Louis County in addition to the commerce, education, law enforcement and governmental sectors to be involved. If you are interested, want to know how you can get involved, have ideas, comments, donations, or would like to strategize with us, our next strategy meeting is ~~March~~ **March** 26, 2015. Please contact: Monaye Dockett - 314-479-4580 or Kymal Dockett - 314-285-8010

Sincerely,

Kymal Dockett
President, Richard Dockett Community Organization

For more information on the positive ticket program visit: www.positivetickets.com

"RESTORING A SENSE OF COMMUNITY BACK TO U!"

6844 Crest Avenue, University City MO 63130 • 314-479-4580 • RDCCommunityDay@gmail.com
RICHARD DOCKETT COMMUNITY ORGANIZATION

is striking at the root." Positive Tickets strikes at the root of youth problems. The program is not primarily about the free tickets. It's about the *relationship* between the adult giving the ticket and the youth receiving the ticket. Building relationships of trust focuses on root problems that many kids experience. They desperately need positive mentoring and guidance from adults, which many are lacking. The ticket is simply the device that enables adults to build relationships with the kids. The ticket is the means to the end, not the end itself. Research shows that it takes three to five caring adults to raise a child. Positive Tickets is providing one of those important adults.

POSITIVE TICKETS USES SYNERGY

Positive Tickets is a community effort. No one person or organization can do it alone. It takes the creative thought, energy, and passion of many people to make it work. In other words, it takes *synergy*. As you work together, the best ideas for implementing the program emerge. Your interactions with youth help you see what works and what doesn't. Ideas and input percolate to help Positive Tickets leaders make the best decisions about the program. Such creativity and focus in a community can lead to other breakthrough ideas aimed at keeping youth on a healthy, productive path.

A FINAL WORD

Leonardo da Vinci said, "I have been impressed with the urgency of doing. Knowing is not enough; we must apply. Being willing is not enough; we must do." Our efforts to help youth in our communities grow up to enjoy healthy, successful lives come from action. Positive Tickets is an immediate, actionable program that yields enviable results. This proactive, preventive model inspires the best in everyone involved. It's a program worthy of consideration by any community interested in helping the next generation make the most of themselves.

—Stephen R. Covey
Author, *The 7 Habits of Highly Effective People*



HUNTING FOR GOOD BEHAVIOR

Once my officers had the right training and mind-set, we needed to decide the best way to build trusting relationships with our tweens and teens. We hit on the idea of Positive Tickets.

Imagine cops catching kids for positive behavior. Instead of handing out violations for negative behavior, we would "catch" kids doing good things and reward them with a Positive Ticket. This idea totally went against the old paradigm of the reactive, post-incident, corrective policing model.

I guess you could say we were still the hunters, but now we were hunting for good behavior. This was a completely new mind-set for my officers. Some of them quickly jumped on board. For others, it took awhile.

A PARADIGM SHIFT

"If you want to make small changes, work on your behavior. If you want to make significant changes, work on your paradigms."

—Stephen R. Covey, business leader and author

THOUGHT

RESULTS

RESULTS YOU CAN EXPECT

While Positive Tickets is appealing, I imagine you want to know up front what you can realistically expect the program to do. What results can you achieve from Positive Tickets if you implement the program with the suggestions from this book?

Immediate Results

Results you can expect immediately include:

- Positive support from the media/press
- Inspired champions and partners
- Fledgling partnerships
- Cautious, hesitant kids who probably aren't used to getting recognition for good behavior (especially if police officers are distributing the tickets)

Mid-term Results

Results you can expect within 6 months include:

- Increased morale with core team members, partners, and champions
- Hopeful kids (as they begin to see what the program is all about)
- Increased, maturing partnerships
- Increased trust between adults and youth



Photo by Jaime Kowal

DISCLAIMER

Before we get into the specific steps of implementation, it would be unfair for me not to give the following disclaimer. I do not believe that Positive Tickets is a primary solution for solving the problems of various youth crimes, such as gang violence, drug trafficking, etc. Other interventions are better suited to help young people who have progressed to that point. Positive Tickets is a front-end prevention program for kids who are not yet hardened criminals — which is the majority of them! I have found this program to be most effective as a prevention tool, mildly effective as an intervention tool, and ineffective as a suppression tool.

While this program is not intended as a panacea for serious youth crimes, it certainly doesn't hurt to reward a previous juvenile offender if you can find something positive to focus on. Getting a Positive Ticket may help some youth turn the corner to a better, more productive life simply because someone has taken the time to give them positive attention. I'll say more about this in the section titled "Good on the Fringe," page 49.

Long-term Results

Results you can expect in 1 to 2 years include:

- Highly developed, effective partnerships
- Life-changing stories and experiences for distributors and youth
- Excited kids (because now they get it)
- Increased trust between adults and youth
- Decrease in youth crime and calls for service

BOY KATIE BRIGHT
YOU CAUGHT

PHOTO COURTESY OF OAK BAY POLICE

POSITIVE TICKET

OAK BAY POLICE

NO. 1100001

NAME Today

DATE 1/2 2006

BY P.C. HOWE

BY AV

1. PLOTTING ON THE SOLE WALK

2. ENTERING

3. NOT WEARING YOUR HELMET

4. SKATEBOARDING IN FORBIDDEN AREAS

5. DISTURBING THE PEACE

6. YOU HAVE BEEN CAUGHT DOING THE RIGHT THING!

Photo courtesy of Oak Bay Police
Produced by C Coastline



Photo by Jaime Kowal



Moline Acres, Missouri
Police Department



Chris Hoelscher

Name: David L. Bobo

Current Job: Detective
Sergeant

Officer Since: 1991

Interests:
Traveling, Car Shows, Sports

Personal Message:

*"If you respect yourself
others will follow"*



Moline Acres, Missouri
Police Department



Adam Stevens



Moline Acres, Missouri
Police Department



Chief Dwayne Ursin

Name: Michael Rumping

Current Job: Police Officer

Officer Since: 1985

Interests: Sports

Personal Message:

Be Good Always



Moline Acres, Missouri
Police Department



Pamela Ford



Council Agenda Item Cover

MEETING DATE: March 23, 2015

AGENDA ITEM TITLE: Curb Ramp Design Agreement - 1

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: It is a Federal Americans with Disabilities Act (ADA) mandate that all street intersections where sidewalks exist be made ADA-compliant before any pavement resurfacing project can be constructed. Due to increased regulations for accessibility compliance outlined in the ADA, the City budgets funds to upgrade curb ramps on streets planned to be resurfaced in future fiscal years. Because of the strict regulations on ramp construction, the City plans to provide contractors with detailed engineering curb ramp design drawings and in order to have these design drawings ready for the sidewalk-curb construction project bidding in May, City staff proposes to execute the attached agreement for curb ramp designs with a two-month design turnaround.

Missouri Department of Transportation has released a consultant prequalification list for use by the local public agencies that contract with qualified engineering consulting firms. City staff reviewed listed firm qualifications in the applicable technical discipline, selected three consultants based on their qualifications and sent requests for proposals for the curb ramp design work for different sections of the City where resurfacing work is planned.

Thouvenot, Wade & Moerchen (TWM), Inc. proposes to perform engineering services on the design of ADA-compliant curb ramps in University City at the locations outlined on the attached list. The Engineering Services Agreement with TWM provides a maximum compensation of \$68,395.50 for the design of 100 curb ramps in time for the sidewalk-curb replacement project bidding for preparing these streets for later resurfacing projects.

The budget for this type of work is \$90,000 and will come from account number 01-40-90_8060 – Curbs, Sidewalk & Alleys.

RECOMMENDATION: City Staff recommends that the City Council grant authority to the City Manager to sign and enter into this contract with the Consultant (TWM, Inc.).

ATTACHMENTS:

- 1) Engineering Services Agreement
- 2) Locations List
- 3) Locations Map



Contract Agreement for Transportation Engineering Services University City - 2015 Curb Ramp Project

For some projects **Thouvenot, Wade & Moerchen, Inc.** may use this more simplified Contract Agreement to confirm the work authorized by a client and then to proceed with that work. Although the format is designed to help your understanding, this agreement is a legal and binding contract between two parties, **TWM INC.**, and you as the **CLIENT**. When you see the words “us”, “we”, and “our” they generally mean **TWM INC.** When you see the words “you” or “your”, they generally refer to you as the **CLIENT**. Often these projects begin with a telephone call to our office. Therefore, please read this Agreement carefully. It confirms our conversation, our understanding of the work you desire, and the terms and conditions under which we will do that work.

1. PROJECT UNDERSTANDING.

We will develop detailed plans and quantity tabulations for the removal and replacement of ADA deficient curb ramps located in University City. A list of 19 intersections was provided from the **CLIENT** through email on March 4th, 2015 as the intersections the **CLIENT** is requesting ADA compliance ramps at this time. During construction, we will be available to respond to requests for information and to address questions by the **CLIENT** or Contractor; however construction inspection or field observation is not included.

This scope of services includes the completion of three (3) tasks as detailed below in the Scope of Services. Plans will be developed in general accordance with the procedures required by MoDOT’s Engineering Policy Guide and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG), July 2011. All plans will be completed in Microstation format in accordance with MoDOT CAD standards.

Design Criteria / Assumptions

The following assumptions were made in developing this scope of services:

- A. Existing Curb Ramps: We will evaluate existing curb ramps, at the locations described in **EXHIBITS A** with PROWAG requirements. Unless the existing curb ramps are compliant with PROWAG, we will complete a topographic/planimetric survey of the curb ramp area and design a suitable replacement curb ramp.
- B. Plan Sheets: We will develop plan sheets that will include a plan drawing of each curb ramp that requires removal and replacement. The scale of these sheets will be 1” = 5’ based on a full size of 22” x 34”.
- C. Surveying: We will complete field surveys which will include the establishment of independent ground control and a topographic and planimetric survey at each curb ramp replacement. Construction field staking of the curb ramps is not included. Right of Way surveys and determinations are not included in the scope of services.

2. SCOPE OF SERVICES.

TWM INC. will perform the following tasks for the **CLIENT**:

Task 1: Survey and Field Data

No deliverable to the **CLIENT** is anticipated for the work described in Task 1.

- A. Field Check: We will complete a field check of the existing curb ramp locations as provided by the **CLIENT** on March 4th, 2015 to review and evaluate the existing curb ramps for ADA compliance.
- B. Surveys: Based on the guidelines and recommendations given by the **CLIENT**, we will provide the following:
 - a. Ground Control Survey: Deliverables and methodology will include:
 - i. Establish ground control points as necessary. Control shall be based on an independent grid.
 - ii. Prepare field notes that shall clearly depict all benchmarks and control points established for the project.
 - b. Planimetric and Topographic Survey Locations: A full planimetric and topographic survey will be completed within the area detailed in **EXHIBIT A**, for the list of intersections also provided in **EXHIBIT A**. Methodology will include:



- i. Provide the location of all existing planimetric features within the survey area, such as, but not limited to: storm sewer inlets and manholes; sanitary sewer manholes; landscaping shrubs, bushes, mulched planting beds, etc.; irrigation sprinkler heads; trees (all sizes); edge of pavement and type; edge of sidewalk and type, including all joints and edge of slab; curb ramps, including truncated domes and landing areas at top of ramps and counter slope at bottom of ramps; parking lot pavement and jointing; driveway pavement, type and jointing; raised islands and types; corner of each structure or buildings; highway and street signs; highway or street lights; mailboxes; traffic signal bases, posts and pull boxes; lighting, signal or utility boxes; utility valves and meters; utility poles; all ridges or valleys or any other breaklines necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design.
 - ii. Provide topographic survey shots will be of a density to produce accurate 1-foot interval contours.
 - iii. Provide an ASCII file containing all points, elevations, and descriptions of all shots taken.
 - iv. Provide a CAD file in Microstation format per MoDOT CADD standards containing all of the above information.
 - v. Provide a Digital Terrain Model (DTM) of the curb ramp locations.
- C. Develop Curb Ramp Plan Sheets: We will prepare plan sheets on the existing curb ramp locations surveyed in Microstation format based on a 1"=5' scale (full size = 22"x34"). As necessary, plan sheets will be increased to, but not exceed, a 1"=10' scale (full size = 22"x34"). 26 sheets are estimated.

Task 2: Design Phase

- A. Curb Ramp Design: Based on the topographic survey, we will layout and design the replacement curb ramps for the locations described in **EXHIBITS A**. Task 2 includes a maximum of 100 curb ramp designs.
- B. Finalize Plan Sheets: We will provide details and notes to the curb ramp plans in accordance with the designs layouts. Notes will indicate the location of the ramp and landing areas, the location of detectable warnings, as well as limits of removals and locations of sawcuts. Spot elevations of proposed improvements will be shown at key locations of each curb ramp and tie in to existing features.
- C. Tabulate Quantities: We will tabulate all curb ramp quantities using Excel spreadsheets on a per intersection basis. The quantities will be included on each intersection plan sheet. A separate summary of quantity sheet will not be included as part of this contract.
- D. Respond to Questions and Requests for Information: We will be available to the **CLIENT** during construction of the curb ramps to address questions and provide technical assistance to the **CLIENT**. A maximum of 8 hours is assumed for this task.
- E. Deliverables: Plans for the individual curb ramps will be submitted on a completed basis for review and acceptance by the **CLIENT**. We will revise curb ramp sheets as requested by the **CLIENT** and resubmit. All submittals will be electronic (PDF).

Task 3: Design Contingency

We will provide field survey and design plans to the **CLIENT** for up to 12 additional standard ramps at locations to be determined by the **CLIENT**. A contingency amount of \$7,976.00 is allocated to this task. The maximum number of additional ramps covered may be less based on the complexity level of each ramp design.

3. ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES.

The following items are not included as part of this agreement:

Public Meetings: This scope of services does not include public meetings.

Traffic Control Plans: We will not develop either motorized or non-motorized Traffic Control Plans for construction of curb ramps.

Right-of-Way: For the purposes of this scope of service, it is assumed that this project will not require the acquisition of new easements or new right-of-way. The location of the existing right-of-way will be assumed 1 foot behind the existing sidewalk. For the purpose of this project, all work is assumed to remain within existing right-of-way. If design forces improvements outside of existing Right-of-Way, the City may request TWM provide additional services, such as legal descriptions and exhibit, on a case by case basis with approved addendums to this scope of work.

MSD: We assume, for the purpose of this contract, that a submittal of the plans to MSD will not be required.



Utilities: We will not submit the plans to the utility providers for review of potential impacts. Utility coordination will be the responsibility of the **CLIENT**.

Surveys: Right-of-Way surveys and field staking/layouts are not included in this contract.

Construction: Inspection, observation, construction staking, material testing and administration tasks are not included in this contract.

Supplemental services not included in this agreement can be provided by TWM, Inc. under separate agreement, if desired.

4. PROJECT LOCATION.

This project is located in University City, MO. Throughout the term of this Contract, you agree to obtain and grant to us and our personnel, reasonable and necessary nonexclusive access to the project site and property so that we can fulfill our Scope of Services. While on the project site and property, our personnel will make every reasonable effort to protect that property and to comply with applicable safety procedures, including those specifically communicated to us by you. You understand that the use of surveying or other equipment may unavoidably cause some minor damage to trees, shrubs, crops or sod, the correction of which is not a part of this Contract.

5. INFORMATION WE NEED FROM YOU.

We need you to provide to us with some specific information so we can perform our Scope of Services. That includes:

- Location of additional Curb Ramp locations as requested for Task 3.

6. PROPOSED SCHEDULE.

We will not begin to work on this project until you accept this Contract and return it to us with your signature. We consider the return of the signed Contract as Notice to Proceed (NTP) and will complete this Contract within sixty (60) calendar days of such notice.

Anticipated NTP: March 24th, 2015

Resulting Contract Deadline: May 23rd, 2015

The above Contract Deadline is subject to change accordingly based on any delay of NTP by the **CLIENT**.

All work described in Task 3, Design Contingency, is excluded from the project duration as agreed upon above. Deadlines for all Task 3 work will be determine prior to beginning such work and agreed upon between the **CLIENT** and us.

7. INSURANCE.

We carry insurance protection from claims under the Workman’s Compensation Act, general liability, automobile liability and other risks. We will provide you with evidence of those coverages if you request that we do so.

8. QUALIFICATIONS.

We employ Licensed / Registered Land Surveyors, Licensed Professional Engineers, and Licensed Structural Engineers. When appropriate, our work will be performed by or under the direct supervision of one of those professionals and when applicable, documents submitted to you or on your behalf will bear the seal of the respective Surveyor or Engineer and certification to that effect.

9. FEES.

We will provide the services outlined above at our **Hourly Rates**, not to exceed \$68,395.50, as shown in **EXHIBIT B – MAN HOUR BREAKDOWN**.

10. BILLING & PAYMENT.

We will bill you on a monthly basis for any services under the **Scope of Services** above, as well as for any additional services you requested, and any reimbursable costs we have provided to date. If you have a question about or disagree with any portion of any invoice, you should notify us in writing within fifteen (15) calendar days of receipt of the invoice, specifically describing the reason for your dispute. We will then work towards resolving any issue with you within thirty (30) calendar days. You must pay the full amount of the invoice unless a portion of the invoice is in dispute, and in that case you must pay any portion of the invoice that is not in dispute while we work to answer your questions or resolve any issue you have raised.



Our payment terms require that the full amount of our services be paid within 30 days of invoice. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due.

11. SPECIFIC TERMS & CONDITIONS.

In addition to the General Terms and Conditions below, please note the following:

- You are responsible for paying any permit and / or application fees, any fees required by municipal ordinance, code, or other regulatory agency, and any fees for activities including but not limited to legal recordation or title report.
- If any staking is required as part of this project and you ask that we reset survey stakes because previous stakes are damaged or destroyed by vandals or others, we will charge you extra for the additional time required.
- You agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, or should your other consultants, subconsultants, contractors or subcontractors, fail or refuse to comply with any local, state or federal ordinance, code, law or other regulation as they apply to this project, and an injury, claim or loss arises or is alleged as a result.
- Although we provide many different professional services, those that you have requested are listed above. We have no obligation to provide services to you beyond those listed, or to offer advice or direction on any other matters.

ACCEPTANCE.

Assuming that this document accurately reflects our conversation and the terms under which we are to perform this work, please sign at this page, keep a copy for your records and return or mail the original signature copy to us. We will begin work when we have received the signed agreement and retainer.

This Agreement and the **General Terms and Conditions** below, as well as any other attachments comprise the final and complete agreement between you and us. It supersedes any prior communication, representation, or agreement, whether oral or written, relating to the subject matter of this Agreement. By signing this Agreement you acknowledge that you have read the document thoroughly, have had any questions explained and are satisfied. Amendments to this Agreement will not be binding unless made in writing and signed by both of us.

THOUVENOT, WADE & MOERCHEN, INC.

CITY / VILLAGE OF UNIVERSITY CITY, MISSOURI

Robert S. DeConcini, P.E.,
Chief Operating Officer

03/09/2015
Date

Signature of City Manager

Date

4940 Old Collinsville Road
Swansea, IL 62226
Phone: (618) 624-4488
Fax: (618) 624-6688

Typed or Printed Name

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Cell: _____



GENERAL TERMS AND CONDITIONS

GOVERNING LAW. Because of our corporate headquarters location, this Contract, its validity, interpretation and performance, will be governed by the laws of the State of Illinois.

TITLES. The paragraph titles used in this Contract, and in any attachments, are only for general reference and are not part of the Contract.

TERMINATION. Either you or we may terminate this Contract at any time with or without cause upon giving the other party thirty (30) calendar day's prior written notice. Regardless of who initiates termination, within thirty (30) calendar days of such termination you agree to pay us for all services rendered and all costs incurred up to the date of termination.

SUSPENSION OF SERVICES. If you suspended work on the project for more than thirty (30) calendar days in the aggregate, we are obviously entitled to compensation for the services we performed and the charges we incurred prior to that suspension. Upon resumption, we may also be entitled to a fair adjustment to our fees to help offset the resulting demobilization and remobilization costs, as well as a fair adjustment in the project schedule because of the suspension. You also agree that we are entitled to be paid, and that you will pay us, for all the services we provide to you, even if you subsequently decide not to proceed with your project.

DEFINITIONS. Sometimes people assume the meaning of specific words commonly used in the construction industry, but that presumed meaning may not be accurate. For the purposes of this Contract, and unless otherwise specified in this Contract, you agree with us that the following words, and their derivative words or phrases, will have the meaning indicated below:

- **CERTIFY, CERTIFICATION:** A statement of our opinion, to the best of our professional knowledge, information and belief, and based on observed conditions. Any such statement of opinion does not constitute a warranty, either express or implied. You understand that our certification does not relieve you or your contractors of any responsibility or obligation they may have by industry custom or under any contract.
- **COST ESTIMATE:** An opinion of probable construction cost made by us. If we provide a cost estimate or an opinion of probable construction cost, you recognized that we have no control over the actual costs of labor, equipment or materials, or over the methods used by contractors and bidders to determine prices or bidding. Any opinion of probable construction costs is therefore based upon our reasonable professional judgment, experience, and the data available to us at the time, and does not constitute a warranty, express or implied, that any bids or the negotiated price of the work will not vary from your budget or from that opinion of probable cost previously prepared by us.
- **DAY, DAYS:** The term "day" means a calendar day of 24 hours. The term "days" means consecutive calendar days of 24 hours each, or any fraction of a single day.
- **INSPECT, INSPECTION:** The visual observation of the Work involved in this project as it is being constructed, in order to permit us, as experienced and qualified professionals, to determine that the Work, when completed by the Contractor, generally conforms to the plans, specifications and Contract Documents. If we make any such inspections for you, you agree that we are not guaranteeing, and that we have no authority or control over, the Contractor's performance or his failure to perform the Work in accordance with the Contract Documents. We also have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, or for the Contractor's safety precautions and programs, or for the failure of the Contractor to comply with any laws or regulations relating to performing or furnishing the Work under their Contract.
- **RECORD DOCUMENTS:** Drawings prepared by us upon the completion of construction. These are typically based upon marked-up drawings and other data furnished to us by the Contractor and / or others showing significant changes in the Work made during construction. Some refer to these as "as-builts", but because Record Documents are prepared using unverified information provided by others, we don't make any warranty as to the absolute accuracy or completeness of the drawings we prepare, and in fact because of the source of the information we use, the drawings we provide to you may not accurately reflect what was built.
- When you see the words "us", "we", and "our" they generally refer to **TWM INC.**, as well as our officers, partners, employees, agents and subconsultants.
- When you see the words "you" or "your", they generally refer to you as the **CLIENT**, as well as your officers, partners, employees, agents and subconsultants.

SCOPE OF SERVICES. Both you and we have agreed to a list of Basic Services that we will provide to you at an agreed upon price. Those services are listed in the Scope of Services section. Services not specifically listed in this section are excluded from the scope of our work and we therefore assume no responsibility to perform those services. If you ask us to perform additional services we will do so at our prevailing fee schedule. On some projects we are asked to provide only surveying or construction staking services, or to design only specific aspects of the project, while someone else provides those aspects of the design not provided by us. This may be the case in a "design-build" project as well, where the contractor provides some "design" services. In all such cases you agree that we have no responsibility, and accept no responsibility, for any design performed by others, or for detecting errors in their design, or for bringing any such possible errors to your attention.

TIMELINESS OF PERFORMANCE; DELAYS. We will perform our services with due and reasonable diligence consistent with sound professional practices. However, we are not responsible for delays caused by factors beyond our reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, your failure to furnish timely information or approve or disapprove of our services or work product promptly, or delays caused by your faulty performance or by Contractors at any level. When such delays beyond our reasonable control occur, you agree that we are not responsible for damages, nor shall we be deemed to be in default of this Contract.

CERTIFICATIONS, GUARANTEES, & WARRANTIES. We will not be required to sign any documents, no matter who makes the request, which would result in our having to certify, guarantee, or warrant the existence of conditions, when we did not observe the existence of those conditions and can not otherwise determine their existence. You agree not to make the resolution of any dispute with us, or the payment of any amount due to us, in any way contingent upon our signing any such certification. In addition, we will not be required to execute any documents subsequent to the signing of this Contract that in any way might, in our sole judgment, increase our contractual or legal obligations or risks, or the availability or cost of our professional or general liability insurance.

INFORMATION PROVIDED BY OTHERS. We may need you to provide to us with some specific information so we can perform our Scope of Services. Typically that at least includes a current title insurance commitment or title insurance policy pertaining to the subject property so that we can determine the legal description of the property and the easements, covenants, conditions and restrictions encumbering it. You are also obligated to provide us with any additional information available to you or to your other consultants or contractors that might be applicable, necessary or helpful to us in performing our Scope of Services. With all such information you acknowledge that we have to trust the accuracy, completeness and sufficiency of information when it is provided by you or someone else. Still, there are a number of possible reasons why the information may not be accurate, including that errors or omissions may have occurred in the information when assembled and provided by you, or you may fail to produce all the necessary or appropriate documents or information. Even so, you agree that for any information provided by you or others, we are entitled to rely upon it, and to assume that it is accurate, complete, and in compliance with applicable rules, regulations, codes and laws. You therefore also agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you provide documents or other information for our use, and an injury, claim or loss arises or is alleged based upon errors, omissions, inaccuracies or code violations contained within the information you or someone else provides.

**GENERAL TERMS AND CONDITIONS (CONTINUED)**

UNDERGROUND UTILITIES & SUBSURFACE CONDITIONS. Our Scope of Services may require that we indicate the location of underground utilities on our survey or plans. If so, we will request that the location of those underground utilities be identified by surface markings. We do this by calling J.U.L.I.E. (State of Illinois) or DIG-RITE (State of Missouri) or any other appropriate "one-call" utility location service. You also agree to provide us with any information you might have about easements, pipelines, personal communication cables, or any subsurface conditions that might not otherwise be known or located. We then prepare our survey / plans indicating the locations of existing underground utilities, as they have been marked, or disclosed by you. However, you again recognize and understand that in order for us to provide this service, we are dependent upon information provided by others, and that the information upon which we must rely may contain errors or be incomplete for a number of reasons, including: 1) joint utility location services or their member companies may refuse to locate buried utilities during the design phase of a project; 2) the actual location of utilities sometimes deviates from the surface location marked by joint location services; 3) not all utilities are members of joint location services and therefore may not be notified by them, and; 4) member utilities may not respond to all requests for utility location. You should also recognize and understand that surface location markings do not identify the depth of underground utilities. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should the markings provided by a utility location service prove inaccurate or incomplete, and property damage, injury or economic loss arises or is alleged because of a contractor's reliance on underground utility information contained in plans prepared by us.

While we will indicate subsurface utilities on our plans and surveys in a manner consistent with the ordinary standard of care, unless specifically required to do so in the Scope of Services, we will not excavate, uncover or inspect actual underground utilities to indicate a more precise location, condition or capacity, or to try to determine the existence of any subsurface condition that might impact the eventual construction of the project.

STANDARD OF CARE. Services provided by us under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Both you and we owe a duty of care to the public that requires both of us to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. You will make no request of us that, in our reasonable opinion, would be contrary to our professional responsibilities to protect the public. You will take all actions and render all reports required of you in a timely manner. Should you fail or refuse to take any required actions or render any required notices to appropriate public authorities in a timely manner, you agree that we have the right to exercise our professional judgment in reporting to appropriate public officials or taking other necessary action. You agree to take no action against us or attempt to hold us liable in any way for carrying out what we reasonably believe to be our public responsibility. You also agree that in this situation, we have the right to immediately terminate this Contract and cease providing services, without the notice we would normally provide under the Termination or Suspension of Services sections of this Contract.

In order to minimize frivolous lawsuits, you will make no claim for professional negligence against us, either directly or in a third party claim, unless you have first provided us with a written certification executed by an independent professional currently practicing in the same discipline as us and licensed in the State of Illinois. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis of the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to us not less than thirty (30) calendar days prior to the institution of any claim.

JOBSITE SAFETY. Our employees will perform their work in a safe manner and in accordance with applicable rules and regulations. We are responsible for the safety of our own employees on the jobsite but will follow instructions of the General Contractor when those employees are in an area of the jobsite controlled by the General Contractor. Both you and we agree that the General Contractor is solely responsible for jobsite safety, and you agree that it is your responsibility to make that evident to your General Contractor. Neither our professional activities, nor the presence of our employees or subconsultants at a construction site, will relieve the General Contractor or any other entity of their responsibility for jobsite safety or for their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Neither we nor any of our employees has the authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. You also agree that in order to further protect all of us, you, we, and any subconsultants we employ, will be indemnified and made additional insureds under the General Contractor's general liability insurance policy, endorsed under ISO Form CG 20 10 11 85, unless a different form is proposed and accepted by us.

UNAUTHORIZED CHANGES. In the event you allow, authorize, consent to or approve of anyone else making changes to any plans, specifications or other construction documents prepared by us, and those changes are not approved in writing by us, you recognize that said changes and the results thereof are not our responsibility. You therefore agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) should you, or any of your agents or representatives other than us, make unauthorized changes to drawings and data provided by us.

SUPPLANTING DESIGN PROFESSIONAL. If, for any reason, we do not complete all the services contemplated by this Contract, we cannot be certain of the accuracy, completeness or workability of any documents prepared by us, especially if they are used, changed, or completed by you or someone else. Since the accuracy of any such documents would no longer be in our control, we also can not be held responsible for assuring that accuracy. Accordingly, you agree, to the fullest extent permitted by law, to indemnify and hold us harmless from any claim, liability, or cost (including reasonable attorney's fees and defense costs) for injury or loss arising or alleged because of such use or completion, or for any unauthorized changes made by any party to any documents prepared by us. Nothing in this paragraph indemnifies us from our own negligence or breach of our obligations under this Contract.

DEFECTS IN SERVICE. Should you discover what you suspect to be a defect in our work or services, you agree to promptly report that suspicion to us as soon as you become aware of it, so that we can investigate and take measures to correct any such defect and to minimize the consequences of it. You further agree to impose a similar notification requirement on all your contractors, and that they do so with all subcontractors, at any level. The intent is to avoid the potentially higher cost of change orders by identifying and correcting any such defects as early as possible. Therefore, failure by you or your contractors or subcontractors to notify us as required in this section, will limit our cost of remedying any such defects to the sum that remedy would have cost had we been given prompt notification.

BETTERMENT. Betterment, or unjust enrichment, means that a person, who is negatively impacted because of an alleged error, recoups not only their actual losses caused by the error, but gains an advantage or profit because of it. This Contract does not allow betterment or unjust enrichment. Therefore, if due to an oversight by us, any required item or component of the project is omitted from the project construction documents, our responsibility is limited to the cost over and above what it would have cost you had the component or item been designed, specified and constructed in the first place: In other words, not the cost of the item itself, but only the premium cost to add the omitted item out of normal sequence.

CONSEQUENTIAL DAMAGES. Notwithstanding any other provision of the Contract, you or we will not be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by you or us, or by your or our employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**GENERAL TERMS AND CONDITIONS (CONTINUED)**

OWNERSHIP OF INSTRUMENTS OF SERVICE. All reports, plans, specifications, computer files, field data, notes and other documents prepared by us are instruments of the professional services we provide. They are not products. This is an important distinction when considering the implications of “product liability” versus “professional liability”. We therefore shall be deemed the owner and author of said drawings and data, and shall retain all rights to them, including all statutory and other reserved rights, the right to reuse specific design elements created by us, and the ownership of the copyright imbedded therein.

ELECTRONIC MEDIA / FILES. Data transferred in electronic format is easily altered, even unintentionally; therefore creating the possibility that unwanted errors might be introduced into the data via the transfer process. These errors might result from incompatible software or hardware settings; from damage to the electronic media; from electrical charges; from unauthorized changes made by you or another party; or from similar events. It is generally difficult to determine when and how such errors were first introduced, and therefore who is responsible for the change. Like our paper documents, electronic data are instruments of the professional services we provide. They are not products. As such, we normally do not provide clients with drawings or other data as electronic files.

DISPUTE RESOLUTION. Should any disagreement or conflict arise between you and us in relation to this Contract during or following the completion of the project, we both agree to work diligently to try to amicably resolve our differences. We both agree to first do so through informal discussion and agreement, using the court system only as a last resort. However, nothing in this Section prohibits us from proceeding with any legal action necessary to enforce the payment provisions of this Contract, should you fail to pay for services rendered by us.

STATUTES OF REPOSE. Any legal action by either you or us against the other arising out of or in any way connected with the services to be performed under this Contract, is barred after any statute of limitation set by state law, or after five (5) years have passed from the date the project or project phase is substantially completed, whichever is shorter, and under no circumstances will any such claim be initiated by either you or us beyond those dates. In the event this Contract is terminated early, the date of Contract termination will be used in place of a substantial completion date.

THIRD PARTY BENEFICIARIES. Nothing contained in this Contract should be interpreted to create a contractual relationship with, or a cause of action in favor of, a third party against either you or us. Our services under this Contract are being performed solely for your benefit, and no other entity shall have any claim against us because of this Contract or the performance or nonperformance of services under this Contract. You agree to include a provision in all you contracts with contractors and other entities involved in this project to carry out the intent of this Section.

FAILURE TO PAY FOR SERVICES PROVIDED. Failure to make payment to us in accordance with the terms herein is a material breach of this Contract. If payment for services we provide to you is not received by us within thirty (30) calendar days of the invoice date, you agree that while we are not obligated to do so, we have the right to charge interest at a rate of up to one and one-half (1½) percent (or the maximum allowable by law, whichever is lower) on the PAST DUE amount each month it remains past due. Any payments you then make will first be applied to the accrued interest and then to the unpaid principal. In addition we may take additional actions, which may include:

- **SUSPENSION OF SERVICES.** We may suspend performance of services by giving you five (5) calendar days’ notice. If we do so, we have no liability whatsoever to you for any costs or damages as a result of such suspension caused by any breach of this Contract.
- **TERMINATION OF SERVICES.** We may terminate this Contract. Payment remains due for services provided regardless of termination of this Contract by either of us.
- **MECHANICS LIEN.** We may file a lien against your property to protect our financial interests under this Contract.
- **LEGAL ACTION.** We may file suit against you to enforce the payment provisions of this Contract.

In the event that we find it necessary or prudent to file a lien or take legal action in order to enforce the payment provisions of this contract, you agree to compensate us for our cost of doing so. Among others things, those costs include our time, at current billing rates, and the expenses we incur in our collection efforts. They also include reasonable attorney’s fees, court costs and related expenses incurred by us. You agree that in addition to any judgment or settlement sums due, you will pay these fees, costs and expenses to us.

GENERAL INDEMNIFICATIONS. You agree, to the fullest extent permitted by law, to indemnify, defend and hold us (as well as our officers, directors, employees and their heirs and assigns, and any individuals and entities we retain for performance of the services under this Contract, including but not limited to our subconsultants and their officers, directors, employees, heirs and assigns) harmless from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees, to the extent such claims, losses, damages, or expenses are caused by your negligent acts, errors or omissions in connection with the Project, or those of your contractors, subcontractors or other consultants, or anyone for whom you are legally liable.

You are not obligated to indemnify us in any manner whatsoever for our own negligence. We are not obligated to indemnify you in any manner whatsoever for your own negligence. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of both of us, they shall be borne by each party in proportion to each party’s negligence.

LIMITATION OF LIABILITY. The potential risks of the project, in recognition of the relative benefits to both you and us, have been allocated in such a manner that you agree, to the fullest extent permitted by law, to limit our liability, and the liability of our subconsultants, to you, and to all construction contractors and subcontractors on the project, for any and all claims, losses, costs, and damages of any nature whatsoever, or claims or expenses from any cause or causes. **As such, unless a higher limit is requested by you and agreed to by us, the total aggregate liability for us and our subconsultants to all those named, defaults to, and shall not exceed, \$2,500.** This limitation applies regardless of cause of action or legal theory, pled or asserted. You also agree that you will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join us as a third party defendant.

Limitations on liability and indemnities in this Contract are business understandings between you and us and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. However, these limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by our sole or gross negligence or our willful misconduct.

SEVERABILITY AND SURVIVAL. If any provision of this Contract is later held unenforceable for any reason it will be deemed void, but all remaining provisions will continue in full force and effect. Notwithstanding completion or termination of this Contract for any reason, your rights, duties and obligations, as well as ours, will survive the completion of the work or the termination of the Contract, and remain in full force and effect until they are fulfilled.

ENTIRE AGREEMENT. This Contract contains the entire agreement between you and us and supersedes any prior understanding or agreements, whether verbal or in writing, in relation to this project and the specific Scope of Services outlined in this Contract.



ATTACHMENT LIST:

EXHIBIT A - SURVEY LIMITS & INTERSECTIONS

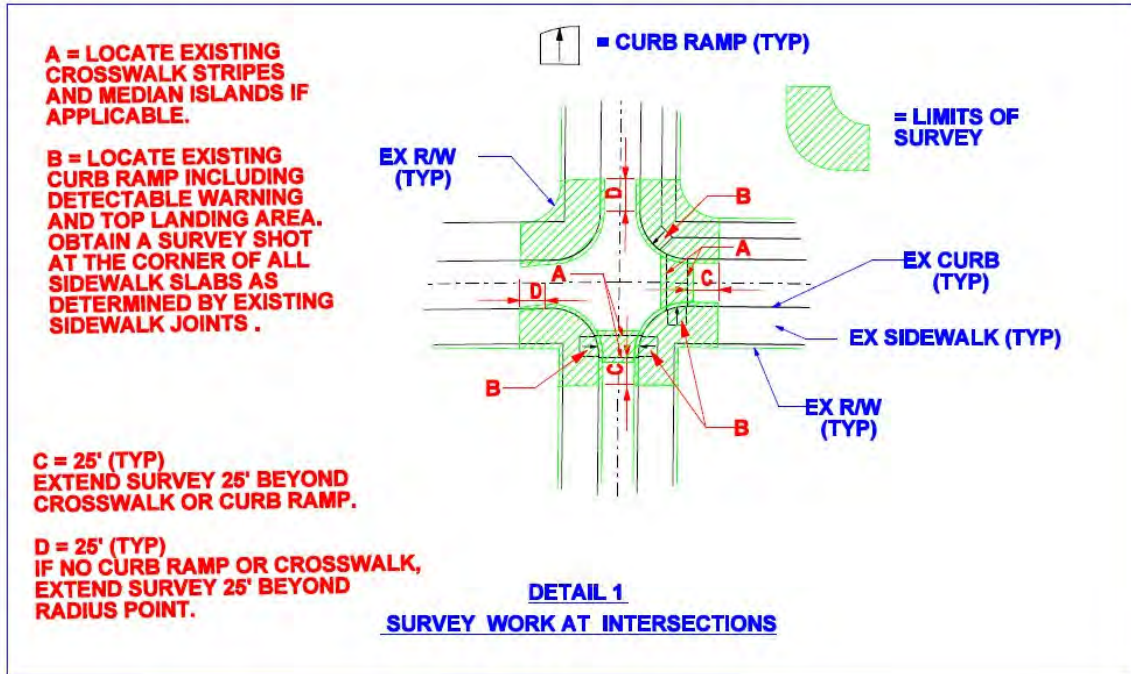
EXHIBIT B - MAN-HOUR ESTIMATE BREAKDOWN



EXHIBIT A - SURVEY LIMITS & INTERSECTIONS

SURVEY LIMITS

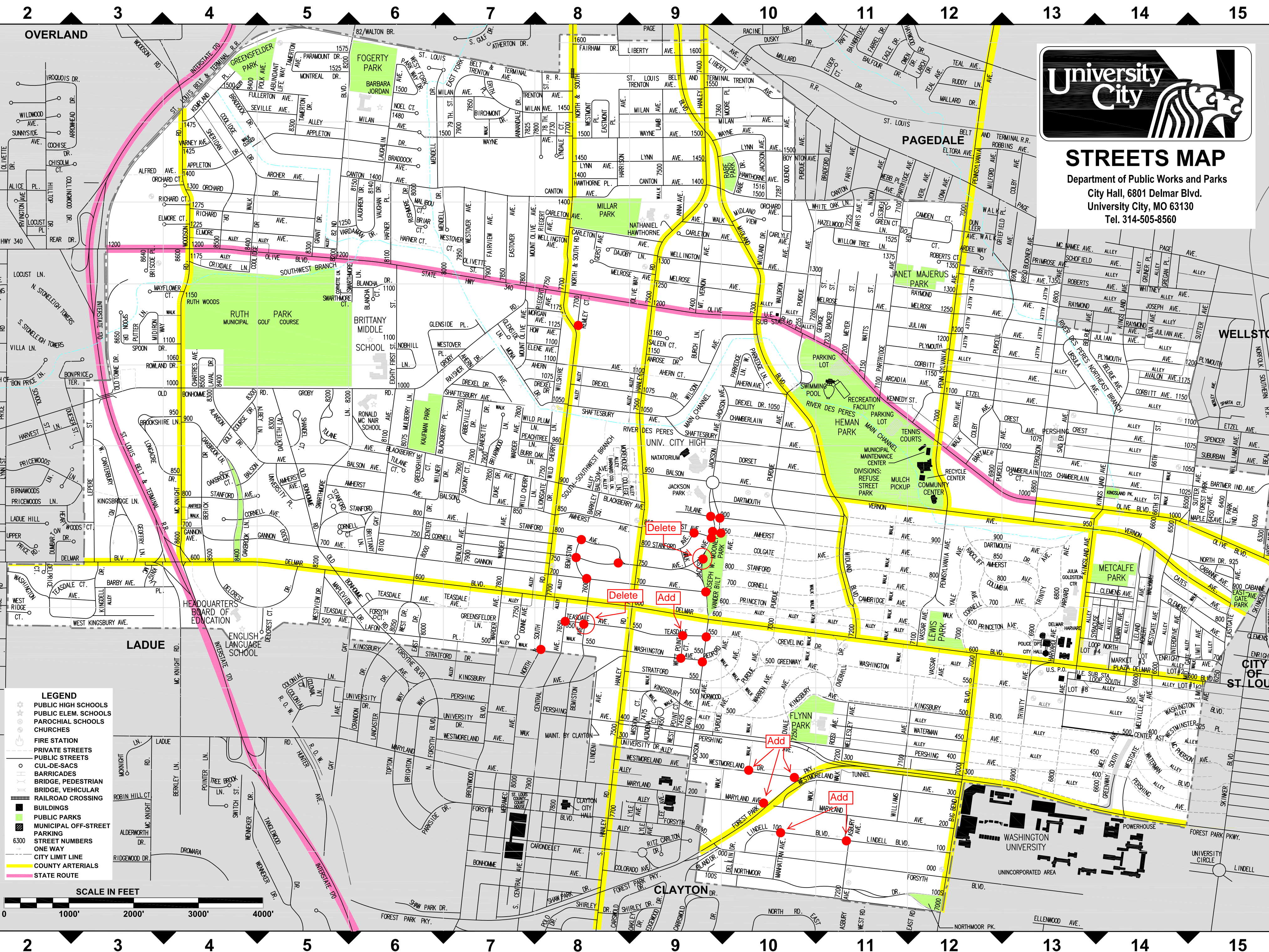
The limits of survey work at each curb ramp location will be as generally shown in the following detail:



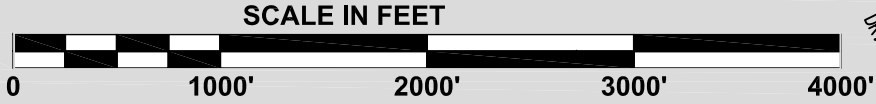


STREETS MAP

Department of Public Works and Parks
City Hall, 6801 Delmar Blvd.
University City, MO 63130
Tel. 314-505-8560



- Public High Schools
- Public Elem. Schools
- Parochial Schools
- Churches
- Fire Station
- Private Streets
- Public Streets
- Cul-de-sacs
- Barricades
- Bridge, Pedestrian
- Bridge, Vehicular
- Railroad Crossing
- Buildings
- Public Parks
- Municipal Off-Street Parking
- Street Numbers
- One Way
- City Limit Line
- County Arterials
- State Route





INTERSECTION LIST

#	Intersection	Type	EX. Ramp	New Ramp	EX. Median	EX. Island	Remarks
1	Amherst Ave. & Stanford Ave	3 Leg					
1.1	SW		1	1	0	0	
1.2	SE		1	1	0	0	
1.3	N		0	1	0	0	
2	Amherst Ave. & Jackson Ave.	3 Leg					
2.1	NW		1	0	0	0	
2.2	SW		1	0	0	0	
2.3	E		0	0	0	0	No existing sidewalk on east side
3	Asbury Ave. & Lindell Blvd.	4 Leg					
3.1	NW		1	1	0	0	Includes ramp to cross Lindell
3.2	NE		1	0	0	0	
3.3	SW		1	1	0	0	Includes ramp to cross Lindell
3.4	SE		1	0	0	0	
4	Asbury Ave. & Maryland Ave.	3 Leg					
4.1	SW		1	1	0	0	
4.2	SE		1	1	0	0	
4.3	North		0	1	0	0	
5	Bemiston Ave. & Cornell Ave.	4 Leg					
5.1	NW		1	1			
5.2	NE		1	1			
5.3	SW		1	1			
5.4	SE		1	1			
6	Bemiston Ave. & Gannon Ave.	3 Leg					
6.1	NE		1	1	0	0	
6.2	NW		0	2	0	0	
6.3	South		0	2	0	0	Existing sidewalk on south side
7	Gannon Ave. & Jackson Ave.	3 Leg					
7.1	NE		1	0	0	0	
7.2	SE		1	0	0	0	
7.3	West		0		0	0	No existing sidewalk on east side
8	Jackson Ave. (nb) & Amherst Ave.	3 Leg					
8.1	E		1	0	0	0	
8.2	W		0	1	0	0	Located in median
8.3	South		0	0	0	0	No existing sidewalk on south side
9	Jackson Ave. (sb) & Amherst Ave.	3 Leg					
9.1	E		1	0	0	0	
9.2	W		0	1	0	0	Located in median
9.3	South		0	0	0	0	No existing sidewalk on south side
10	Jackson Ave. (nb) & Tulane Ave.	4 Leg					
10.1	NW		1	1	0	0	
10.2	NE		0	1	0	0	
10.3	SW		1	1	0	0	
10.4	SE		0	1	0	0	
11	Jackson Ave. (sb) & Tulane Ave.	4 Leg					
11.1	NW		0	1	0	0	
11.2	NE		2	0	0	0	
11.3	SW		0	1	0	0	
11.4	SE		1	1	0	0	
12	Jackson Ave. & Cornell Ave.	3 Leg					
12.1	NW		0	0	0	0	North island ramps recently rebuilt
12.2	SW		1	0	0	0	Only one ramp being replaced, one removed
12.3	East		0	0	0	0	No sidewalk along the east side
13	Lindell Ave. & Manhattan Ave.	3 Leg					
13.1	SW		1	1	0	0	
13.2	SE		1	1	0	0	
13.3	North		0	1	0	0	
14	Maryland Ave. & Maryland/Pratt	0 Leg					
14.1	North		1	0	0	0	
14.2	South		0	1	0	0	
15	North & South Rd & Ped Crossing	0 Leg					Ped Crossing at the southern City limits
15.1	East		0	1	0	0	
15.2	West		0	1	0	0	



INTERSECTION LIST - CONT.

16	Remley Court - Dead End	4	Leg					
16.1	NE			1	0	0	0	
16.2	SW			1	0	0	0	
17	Stanford Ave. & Cornell Ave.	3	Leg					
17.1	NE			0	3	0	0	Includes ramp in existing island
17.2	NW			0	3	0	0	Includes ramp in existing island
17.3	South			0	2	0	0	
18	Stanford Ave. & Bemiston Ave.	3	Leg					
18.1	North			0	2	0	0	
18.2	SE			1	1	0	0	
18.3	SW			1	1	0	0	
19	Teasdale Ave. & Central Ave.	3	Leg					
19.1	NE			1	1	0	0	
19.2	SE			1	1	0	0	
19.3	West			0	2	0	0	
20	Teasdale Ave. & Jackson Ave.	4	Leg					
20.1	NE			1	1	0	0	
20.2	NW			1	1	0	0	
20.3	SE			1	1	0	0	
20.4	SW			1	1	0	0	
21	Washington Ave. & Jackson Ave.	4	Leg					
21.1	NE			1	1	0	0	
21.2	NW			1	1	0	0	
21.3	SE			1	1	0	0	
21.4	SW			1	1	0	0	
22	Washington Ave. & West Point Ave.	3	Leg					
22.1	NE			1	1	0	0	
22.2	NW			1	1	0	0	
22.3	South			0	1	0	0	
23	West Point Ct. & Teasdale Ave.	3	Leg					
23.1	SE			1	1	0	0	
23.2	SW			1	1	0	0	
23.3	North			0	1	0	0	
24	Westmoreland Dr. & Maryland/Pratt	3	Leg					
24.1	SE			0	0	0	0	
24.2	SW			0	1	0	0	
24.3	North			0	1	0	0	
25	Westmoreland Dr. & Walkway	0	Leg					
25.1	South			0	1	0	0	
25.2	North			0	1	0	0	
Sub-Total				46	66	0	0	New Ramp Total Assumes Directional Ramps Are Preferred Over Diagonal
Total				112		0	0	



EXHIBIT B- MAN-HOUR ESTIMATE BREAKDOWN



TASK 1: SURVEY AND FIELD DATA	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
Principal	\$170.00	0	\$0.00
Project Engineer	\$118.00	28	\$3,304.00
Engineer	\$99.00	24	\$2,376.00
Survey Project Manager	\$105.00	6	\$630.00
Registered Land Surveyor	\$119.00	8	\$952.00
3D Scanning Tech	\$92.00	8	\$736.00
Survey Technican	\$72.00	16	\$1,152.00
1-Man Crew w/Robotics	\$139.00	68	\$9,452.00
2-Man Crew w/Robotics	\$193.00	0	\$0.00
1-Man Crew w/Scanner	\$192.00	20	\$3,840.00
TASK 2: DESIGN PHASE			
Principal	\$170.00	0	\$0.00
Project Manager	\$118.00	120	\$14,160.00
Engineering Designer	\$99.00	240	\$23,760.00
Survey Project Manager	\$105.00	0	\$0.00
Registered Land Surveyor	\$119.00	0	\$0.00
3D Scanning Tech	\$92.00	0	\$0.00
Survey Technican	\$72.00	0	\$0.00
1-Man Crew w/Robotics	\$139.00	0	\$0.00
2-Man Crew w/Robotics	\$193.00	0	\$0.00
1-Man Crew w/Scanner	\$192.00	0	\$0.00
TWM Total Labor, Overhead & Fixed Fee		538 hrs	\$60,362.00
<i>Other Direst Costs</i>			
Mileage: 100 miles	Rate = \$	0.575	\$57.50
Subcontractor: <u>NONE</u>	DBE % =	0	\$0.00
Printing, Postage, and Copies			\$0.00
Direct Cost and Subconsultant Subtotal			\$57.50
SUB-TOTAL FOR THOUVENOT, WADE & MOERCHEN, INC.			\$60,419.50
TASK 3: DESIGN CONTINGENCY			
Principal	\$170.00	0	\$0.00
Project Manager	\$118.00	22	\$2,596.00
Engineering Designer	\$99.00	26	\$2,574.00
Survey Project Manager	\$105.00	2	\$210.00
Registered Land Surveyor	\$119.00	3	\$357.00
3D Scanning Tech	\$92.00	0	\$0.00
Survey Technican	\$72.00	6	\$432.00
1-Man Crew w/Robotics	\$139.00	13	\$1,807.00
2-Man Crew w/Robotics	\$193.00	0	\$0.00
1-Man Crew w/Scanner	\$192.00	0	\$0.00
TWM Total Labor, Overhead & Fixed Fee		72 hrs	\$7,976.00
TOTAL FOR THOUVENOT, WADE & MOERCHEN, INC.			\$68,395.50

THOUVENOT, WADE & MOERCHEN, INC.
SCHEDULE OF FEES

Principal	\$170.00
Senior Engineer	\$162.00
Project Engineer V	\$156.00
Project Engineer IV	\$149.00
Project Engineer III	\$125.00
Project Engineer II	\$118.00
Project Engineer I	\$112.00
Project Manager IV	\$146.00
Project Manager III	\$135.00
Project Manager II	\$119.00
Project Manager I	\$102.00
Senior Structural Engineer	\$170.00
Structural Engineer V	\$156.00
Structural Engineer IV	\$153.00
Structural Engineer III	\$133.00
Structural Engineer II	\$127.00
Structural Engineer I	\$121.00
Survey Crew (3 man crew)	\$233.00
Survey Crew (2 man crew)	\$181.00
Survey Crew (2 man crew w/Robotics or GPS)	\$193.00
Survey Crew (1 man w/Robotics or GPS)	\$139.00
Survey Crew (1 man w/3D Scanner)	\$192.00
Engineer III	\$99.00
Engineer II	\$95.00
Engineer I	\$89.00
Surveyor IV	\$135.00
Surveyor III	\$119.00
Surveyor II	\$105.00
Surveyor I	\$91.00
Management Construction Engineering Services	\$113.00
Construction Observation (Non-Professional Engineer)	\$102.00
3D Scanning Technician	\$92.00
Technician V	\$89.00
Technician IV	\$81.00
Technician III	\$75.00
Technician II	\$72.00
Technician I	\$64.00
Jr. Technician	\$38.00
Senior Electrical Designer	\$112.00
Senior Transportation Designer	\$109.00
Data Systems Manager	\$103.00
Cad Manager	\$100.00
Cad Designer III	\$91.00
Cad Designer II	\$85.00
Cad Designer I	\$71.00
Accountant II	\$102.00
Accountant I	\$74.00
Word Processing	\$66.00
Air & Vacuum Testing 2 Technicians w/ Equipment	\$182.00
Live Sewer Testing	\$242.00
Mandrel Testing 2 Technicians w/ Equipment	\$167.00
Live Sewer Testing	\$227.00
Video Testing 1 Technician w/ Equipment	\$196.00
2 Technicians w/Equipment	\$264.00
Outside Services (Consultants, Delivery Service, Express Mail, etc.)	At Cost plus 15%
Commercial Travel, Meals, Lodging & Other Expenses	At Cost
4 X 4 Polaris (per Day)	\$64.00
Travel (Non local) per Mile at current GSA rate.	

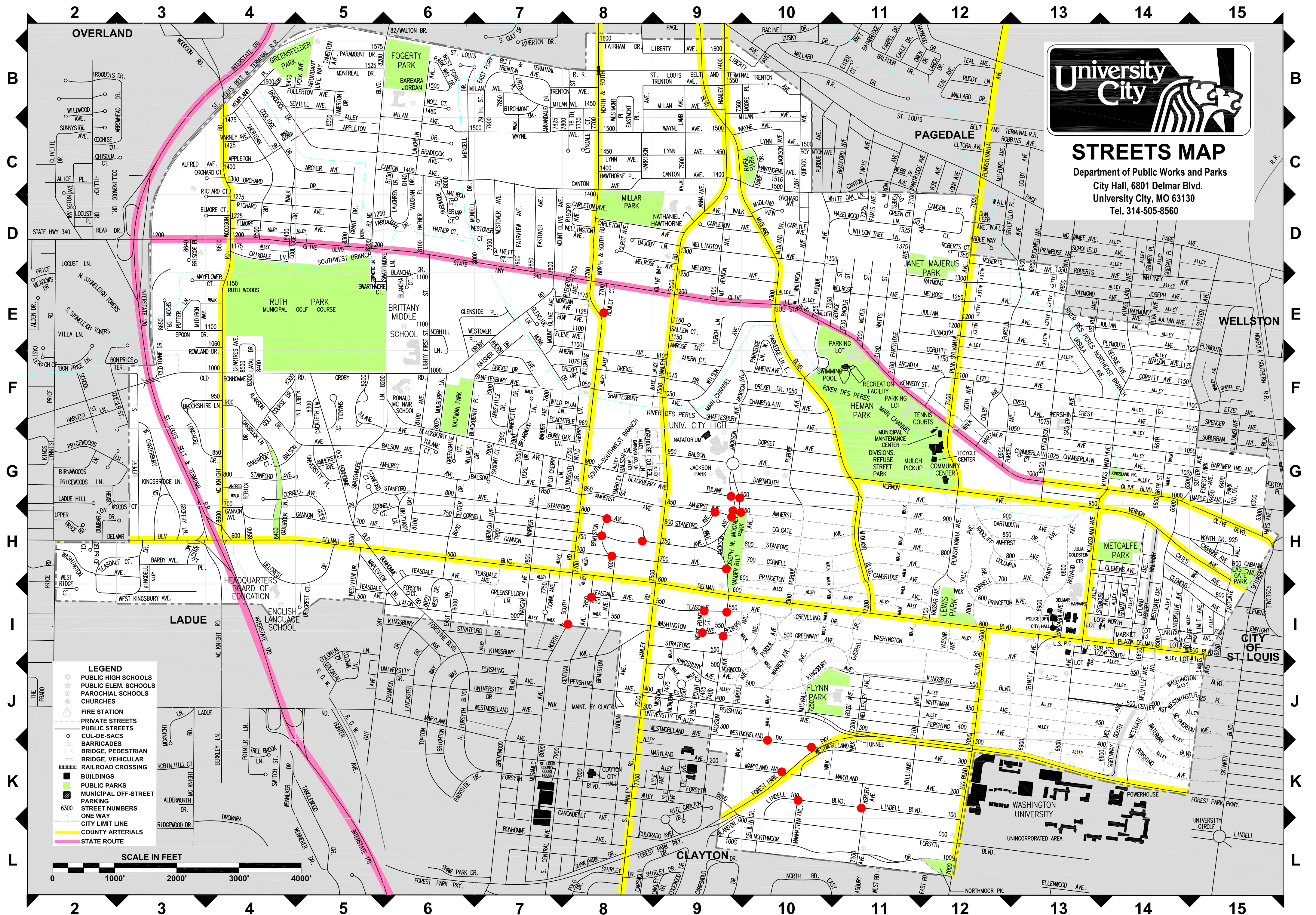
Street Name	Block	From	To	Length	Intersection 1	Intersection 2	Intersection 3	# of Ramps
Amherst	7400	Hanley	Jackson	1102	Amherst-Stanford	Amherst-Jackson		8
Asbury	100	Lindell	Maryland	391	Asbury-Lindell	Asbury-Maryland		8
Bemiston	700	Cornell	Gannon	365	Bemiston-Cornell	Bemiston-Gannon		16
Gannon	7400	Hanley	Jackson	1116	Gannon-Jackson			2
Gannon Ave	7600	Bemiston	N/S	561	None.			0
Jackson (northbound)		Amherst	Balson	705	Jackson (nb)-Amherst	Jackson (nb)-Tulane		6
Jackson (southbound)		Cornell	Balson	1286	Jackson (sb)-Amherst	Jackson (sb)-Tulane		6
Jackson Ave	200	City Limits	Westmoreland	240	None.			0
Jackson Ave	300	Westmoreland	University Dr.	271	None.			0
Lindell	7200	Asbury	Manhattan	1009	Lindell-Manhattan			6
Maryland	7300	Maryland/Pratt	City Limits	860	Maryland-Maryland/Pratt			2
North & South	500	City Limits	Delmar	826	North & South-Ped crossing			2
Remley Ct	1100	Olive	Dead End	431	Remley Ct.-Dead End			2
Stanford	7500	Cornell	Bemiston	820	Stanford-Cornell	Stanford-Bemiston		12
Stanford	7600	Bemiston	North & South	457	None.			0
Stanford Ave	7400	Hanley Rd	Amherst	966	None.			0
Teasdale	7600	Central	Bemiston	317	Teasdale-Central			6
Teasdale	7400	Jackson	West Point Ct	346	Teasdale-Jackson			8
Teasdale	7400	West Point Ct	Hanley	848	None.			0
Tulane Ave	7400	Jackson	Dead End	568	None.			0
Washington	7400	Jackson	West Point Ct	342	Washington-Jackson	Washington-West Point		12
Washington	7400	West Point Ct	Hanley	841	None.			0
West Point Ct.	500	Washington	Teasdale	348	West Point Ct.-Teasdale			6
Westmoreland	7200 7300	Maryland/Pratt	Jackson	1687	Westmoreland-Walkway	Westmoreland-Maryland/Pratt		4
Total:								106

The total number of curb ramps to be selected from the above list and designed per TWM, Inc.'s fee proposal is 100.



STREETS MAP

Department of Public Works and Parks
City Hall, 6801 Delmar Blvd.
University City, MO 63130
Tel. 314-505-8560



- Public High Schools
- Public Elem. Schools
- Parochial Schools
- Churches
- Fire Station
- Private Streets
- Public Streets
- Cul-de-sacs
- Barricades
- Bridge, Pedestrian
- Bridge, Vehicular
- Railroad Crossing
- Buildings
- Public Parks
- Municipal Off-Street Parking
- Street Numbers
- One Way
- City Limit Line
- County Arterials
- State Route





Council Agenda Item Cover

MEETING DATE: March 23, 2015

AGENDA ITEM TITLE: Curb Ramp Design Agreement - 2

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND: It is a Federal Americans with Disabilities Act (ADA) mandate that all street intersections where sidewalks exist be made ADA-compliant before any pavement resurfacing project can be constructed. Due to increased regulations for accessibility compliance outlined in the ADA, the City budgets funds to upgrade curb ramps on streets planned to be resurfaced in future fiscal years. Because of the strict regulations on ramp construction, the City plans to provide contractors with detailed engineering curb ramp design drawings and in order to have these design drawings ready for the sidewalk-curb construction project bidding in May, City staff proposes to execute the attached agreement for curb ramp designs with a two-month design turnaround.

Missouri Department of Transportation has released a consultant prequalification list for use by the local public agencies that contract with qualified engineering consulting firms. City staff reviewed listed firm qualifications in the applicable technical discipline, selected three consultants based on their qualifications and sent requests for proposals for the curb ramp design work for different sections of the City where resurfacing work is planned.

Engineering Design Source, Inc. (EDSI) proposes to perform engineering services on the design of ADA-compliant curb ramps in University City at the locations outlined on the attached list. The Engineering Services Agreement with EDSI provides a maximum compensation of \$88,425.00 for the design of 130 curb ramps in time for the sidewalk-curb replacement project bidding for preparing these streets for later resurfacing projects.

Engineering Design Source, Inc. is a Disadvantaged Business Enterprise and a Minority-owned Business Enterprise duly registered with the Missouri Regional Certification Committee and the State of Missouri, respectively.

The budget for this type of work is \$115,000 and will come from account number 01-40-90_8060 – Curbs, Sidewalk & Alleys.

RECOMMENDATION: City Staff recommends that the City Council grant authority to the City Manager to sign and enter into this contract with the Consultant (EDSI).

- ATTACHMENTS:**
- 1) Engineering Services Agreement
 - 2) Locations List
 - 3) Locations Map

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this 11th day of March 2015, by and between University City (Owner) and Engineering Design Source, Inc. (EDSI), a certified DBE/MBE firm.

WITNESSETH:

WHEREAS, the Agreement provides for EDSI to furnish services to the Owner in connection with the Curb Ramp Design Project, located in University City, Missouri; and

WHEREAS, the Owner requires EDSI to provide timely engineering consultant services; and

WHEREAS, EDSI represents that it is fully qualified to provide engineering design services and supply the necessary information in the required format, and understands the importance of this project in terms of schedule and quality.

NOW, THEREFORE, in consideration of the covenants, agreements and promises of the parties herein contained, the Owner and EDSI agree as set forth below.

ARTICLE 1 SCOPE OF SERVICES

A. EDSI shall perform the services described in Attachment ~~A~~^{A+}, which is attached hereto and made a part hereof. EDSI represents that it is qualified to provide such services in accordance with the Attachment. The proposed scope of work and fee is subject to change if the Owner requires improvements beyond those indicated in the scope of services.

B. EDSI is an independent contractor and is responsible for the means and methods used in performing services under this Agreement. The Owner shall be the general administrator and coordinator of the services for the Project and it shall facilitate the exchange of information among the other consultants engaged by the Owner for the Project as necessary for the coordination of their services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

A. The Owner shall furnish to EDSI information regarding the requirements for the Project.

B. The Owner shall review EDSI's work for general compliance with the requirements, and for overall coordination with the services required for the Project.

ARTICLE 3 COMPENSATION AND PAYMENT

A. EDSI shall be compensated for its services in accordance with the provisions as stated herein.

B. EDSI shall submit monthly invoices to the Owner. EDSI shall also submit to the Owner any supporting documentation as may be reasonably required by the Owner. Payment shall be made by the Owner to EDSI within thirty (30) days of the Owner's receipt of the invoice.

C. Payment shall be made on a Cost Plus Fixed Fee basis for services completed per rates as established by Attachment ~~B~~^{B+} attached hereto and made a part hereof. The total of payments made under this Cost Plus Fixed Fee agreement shall not exceed \$88,425 unless adjusted by a written change order to this agreement.

**ARTICLE 4
TIME OF PERFORMANCE**

EDSI shall commence, perform and complete its services on, during and within the period of time provided in Attachment ~~6~~, attached hereto and made a part hereof. EDSI agrees that time is of the essence in the performance of this Agreement; that the Owner may suffer damage if the schedule is not met; and that a failure to adhere to schedule could be cause for termination.

**ARTICLE 5
CHANGES IN WORK**

The Owner reserves the right, without impairing this Agreement, to order changes or alterations in the work to be performed hereunder. If changes or alterations ordered affect the cost or progress of the work, adjustments shall be made in the time for performance of the work or compensation owing to EDSI, as the case may be, as mutually agreed upon between the Owner and EDSI.

**ARTICLE 6
DELAYS AND EXTENSIONS**

If delays occur, in the execution of EDSI's work under this agreement, which in the judgment of the Owner is beyond the control of EDSI, the time for completion of the work as hereinbefore set forth may be extended by the Owner in an amount not to exceed the amount of such unavoidable delay.

**ARTICLE 7
SUPPLEMENTAL AGREEMENTS**

As the project progresses through the different phases of work, additional services may be required under this agreement. These additional services, with appropriate compensation, and time of performance, shall be added through the use of Supplemental Agreements.

**ARTICLE 8
INDEMNITY**

EDSI shall defend and indemnify the Owner from and against claims, including damages to property, or personal injuries, including death, to persons, and from all settlements reached or judgments recovered therefore, together with all expenses incurred in defending such claims, including court costs, attorney's fees, costs of enforcing this provision and other expenses, arising out of the negligent errors, omissions or acts of EDSI in its performance of this Agreement.

**ARTICLE 9
INSURANCE**

A. Without limiting its liability hereunder, EDSI shall maintain during the life of this Agreement the following insurance and furnish the Owner certificates of insurance as evidence thereof, providing that cancellation or modification of said insurance shall not be effected without thirty (30) days prior written notice to the Owner. The certificates of insurance shall plainly designate the name of the project for which the certificate is required.

- (a) Comprehensive Automobile Liability:
\$1,000,000 per occurrence: Combined Single Limit

1. All owned vehicles, and provided, that if EDSI owns less than four vehicles, the Owner may permit EDSI to provide scheduled vehicle coverage for each owned vehicle and provide an accompanying letter listing all the vehicles owned and guaranteeing that prior to EDSI's acquisition of any additional vehicle (s), EDSI will provide notice to the Owner and obtain appropriate coverage.

2. Non-owned and hired vehicles used in connection with the work.

- (b) Worker~~s~~ Compensation
 - 1. Worker~~s~~ Compensation: Statutory Limit
 - 2. Employers Liability:
 - Bodily Injury by Accident: \$1,000,000 each accident
 - Bodily Injury by Disease: \$1,000,000 policy limit
\$1,000,000 each employee
- (c) General Liability: Commercial General Liability or Business Owners that includes Commercial General Liability (occurrence form):
 - \$2,000,000 Combined Single Limit per each occurrence, with
 - \$4,000,000 Annual Aggregate, or
 - \$2,000,000 Annual Aggregate per job
- (d) Professional Liability/Errors and Omissions
 - Coverage limit per claim \$2,000,000
 - Annual Aggregate \$2,000,000

Coverage must specifically extend to include liability assumed under this contract. Coverage shall remain in effect for a period of two years following completion of the work.

B. The Commercial General Liability, Excess Liability and Professional Liability Insurance shall include contractual liability coverage. The Owner shall be named as additional insured for coverage against claims under the Commercial General Liability and Excess Liability policies which shall provide for severability of interest or cross liability and which shall provide that they are primary and not contributing with respect to any applicable insurance maintained by the Owner.

ARTICLE 10 TERMINATION

A. The Owner may terminate this Agreement upon ten (10) days written notice in the event EDSI fails to comply with the schedule, fails to deliver usable data or fails in any other way to perform this Agreement in accordance with its terms.

B. EDSI shall have a right to terminate this Agreement upon ten (10) days written notice in the event of the Owner~~s~~ substantial failure to perform in accordance with the terms and conditions of this Agreement.

C. If, after notice of termination for failure to fulfill its obligations under this Agreement, it is determined that EDSI had not so failed, or the termination is rescinded, EDSI shall be paid as provided in Article 3 upon performance of the services required.

D. The rights and remedies of either party provided herein are additions to any other rights and remedies provided by law.

ARTICLE 11 OWNERSHIP OF DOCUMENTS

All documents, information and other data to be furnished by EDSI to the Owner under this Agreement shall be delivered to the Owner and become the property of the Owner per this Agreement.

ARTICLE 12 ACCESS TO RECORDS

EDSI shall maintain all books, documents, design calculations, papers, and accounting records and shall make such materials available at its offices at all reasonable times during the period of the contract.

**ARTICLE 13
DISPUTES**

A. All claims, counterclaims, disputes and other matters in question that solely involve the Owner and EDSI that arise out of or relate to this Agreement or the breach thereof may, upon mutual agreement, be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrators will not have jurisdiction to consider any claim, counterclaim, or other matter in question where the damages sought are in the nature of punitive damages. An agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.

B. Notice of request for arbitration must be filed in writing with the other party to this Agreement. The request must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the request for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

C. No arbitration arising out of or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement.

D. The limitations contained in paragraphs A and C may be waived in whole or in part by the written consent of both parties.

E. The award rendered by the arbitrators will be final, and judgment may be entered upon it in any court having jurisdiction thereof. Award will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11).

**ARTICLE 14
SUCCESSORS AND ASSIGNS**

A. The Owner and EDSI each is hereby bound and the successors and assigns of the Owner and EDSI are hereby bound to the other party to this Agreement and to the successors and assigns of such other party, in respect to all covenants, agreement and obligations of this Agreement.

B. EDSI shall not assign this Agreement, or any part hereof, or subcontract any of the work or services to be performed hereunder without the prior written approval of the Owner.

**ARTICLE 15
EQUAL EMPLOYMENT OPPORTUNITY**

EDSI agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or handicap and fully agrees not to engage in any unlawful employment practices.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective duly authorized officers, as of the day and year first above written.

Engineering Design Source, Inc.
(EDSI)

University City
(Owner)

By: John A Hoch

By: _____

Title: Senior Project Manager

Title: _____

Date: March 11, 2015

Date: _____

ATTACHMENT 'A' **SCOPE OF SERVICES**

For planned pavement resurfacing projects, University City needs curb ramp designs for about 130 intersection corners under a design contract. The engineering responsibilities may include but are not limited to the preparation of Conceptual / Preliminary plans and Contract plans. Preparation of right-of-way plans and permits can be added as a supplement if necessary.

Notes:

1. Elevations and dimensions to be shown on the design drawings.
2. Directional curb ramps to be designed, up to the extent possible.
3. Design to include drainage considerations and any necessary work to ensure that positive drainage is maintained/established at the intersection corners when ADA compliance is achieved as a result of the design. However, the scope does not include any structure modifications or MSD review.
4. Original format of drawings to be set to 22x34 for plot-outs needed for the construction phase.
5. Design to align the curb ramps with the current sidewalks leading to and away from them. The design engineer is expected to revise the intersection curvature (down to 15qR is fine and tighter than that needs to be discussed on a case-by-case basis) and try to accomplish curb ramps aligned with the sidewalks but if not possible then consider going outside the right-of-way.

Design Task List:

ITEM I – Preliminary Design Phase

A. Surveys and Data Collection

The surveys to be performed by the CONSULTANT are:

1. All topographic information between the existing edge of pavement/back of curb and assumed right of way line (1 foot behind back edge of existing sidewalk) at each curb ramp location.
2. Location of existing driveway aprons in their entirety, if at curb ramp location.
3. Existing utility locations based on above ground utility appurtenances, ~~information shown on utility company facility maps, and marking made in the field by dig-rite.~~
4. Property research, Recorded deeds and record plats will not be obtained. Property information will be obtained solely from assessor data.

B. Preliminary Design

1. Cover sheet with location map, sheet index and legend of symbols.
2. Preliminary plan sheets at a scale of 1"=50' showing all survey data, topography, existing utilities, proposed improvements, preliminary construction limits.
3. Typical sidewalk-curb ramp sections.

C. Preliminary Plan Submittals

1. The CONSULTANT will submit 3 half size (11x17) set of plans and a PDF set of the plans ~~and estimate~~ to the City for review.

ITEM II – Final Design Phase

A. FINAL CONSTRUCTION PLANS AND SPECIFICATIONS

After receipt of approval of the preliminary plans from the CITY, the CONSULTANT shall prepare the final design.

The final design shall include at least the following:

1. Cover sheet with location map, sheet index and legend of symbols.
2. Plan sheets showing existing topography, the proposed improvements and all other items included in the preliminary design plans and all review comments from the CITY. Curb ramp elevations to be detailed, as needed.
3. Typical sections including sidewalk-curb ramp details.
4. Final cross-sections at a scale of 1"=50' horizontally and vertically at the intersections showing the existing conditions, proposed improvements and approximate right of way limits.
5. Summary of Quantities sheet.

B. Final Plans, Specification and Estimate (PS&E) Submittal

1. The CONSULTANT will submit 3 half size (11x17) set of the plans and a PDF set of the plans, ~~specifications and estimate~~ to the City for review.

ATTACHMENT 'B'
FEE ESTIMATE



Project: Curb Ramp Design

Prepared for: University City

**Prepared by: John Hock
Brett Brooks**

Prepared on: March 11, 2015

Revised on:

Revised on:

Description:

Design	\$68,562
Surveying	\$19,864
Total	\$88,425

See Attached Sheets For Details

**ATTACHMENT 'B'
FEE ESTIMATE**

Curb Ramp Design

University City

March 11, 2015



Task Item	Principal	Senior Civil Engineer	Civil Engineer	Senior Technician	Technician	Administration	Totals
1 PRELIMINARY PLANS							0
1.1 Field check with photographs			8	8			16
1.2 Utility coordination							0
1.3 Title sheet			1	2			3
1.4 Typical sections & details			4	8			12
1.5 Curb ramps #							0
1.6 66th St. - Chamberlain	6						0
1.7 66th St. - Crest	6						0
1.8 66th St. - Etzel	6						0
1.9 Avalon - Sutter	6						0
1.10 Avalon - alley	2						0
1.11 Bartmer - Purcell	8						0
1.12 Bartmer - Ferguson	8						0
1.13 Bartmer - Colby - Roth	10						0
1.14 Bartmer Ind. - Sutter	6						0
1.15 Corbitt - Purcell	8						0
1.16 Crest - Sutter	6						0
1.17 Ferguson - Plymouth	8						0
1.18 Ferguson - Julian	8						0
1.19 Ferguson - Raymond	8						0
1.20 Ferguson - Roberts	8						0
1.21 Ferguson - Crest	6						0
1.22 Julian - alley (S)	2						0
1.23 Julian - alley (N)	3						0
1.24 Julian - Sutter	2						0
1.25 Julian - Ursula	6						0
1.26 Julian - Purcell	8						0
1.27 Maple - Sutter	4						0
1.28 Maple - mid block	2						0
1.29 Total	137		34	274			308
1.30 Preliminary quantities			9	17			26
1.31 Quality control / project administration / meetings		20	8			4	32
SUB-TOTAL HOURS	0	20	64	309	0	4	397
2 P S & E DESIGN	sheets						0
2.1 Title sheet	1						0
2.2 Typical sections & details	2		2	4			6
2.3 Summary of quantities - 2A sheet							0
2.4 Schedule of quantities - 2B sheet	1		12	23			35
2.5 Plan sheets intersections: 23			23	46			69
2.6 Entrance profiles							0
2.7 Reference / coordinate point sheet							0
2.8 Traffic control & construction phasing							0
2.9 Temporary erosion & sediment control							0
2.10 Traffic signals							0
2.11 Lighting							0
2.12 Signing							0
2.13 Pavement markings							0
2.14 Warping details							0
2.15 Pavement joint layout							0
2.16 Other sheets (boring locations, grading plan, etc.)							0
2.17 Culvert sections / storm sewer profiles							0
2.18 Bridge drawings							0
2.19 Standard plans index							0
2.20 Cross-sections - TIN surface				46			46
2.21 Cross-sections - sheets	23		17	69			86
2.22 Special provisions / specifications							0
2.23 Construction cost estimate							0
2.24 Working day study							0
2.25 Quality control / project administration / meetings		13	5			3	21
SUB-TOTAL HOURS	50	0	13	59	188	0	263
TOTAL HOURS	0	33	123	497	0	7	660

	Principal	Senior Civil Engineer	Civil Engineer	Senior Technician	Technician	Administration
Hourly Salary Rate (Average)	\$59.00	\$48.14	\$31.49	\$35.24	\$24.12	\$24.70
Burden & Overhead (154.71%)	\$91.28	\$74.48	\$48.72	\$54.52	\$37.32	\$38.21
Subtotal	\$150.28	\$122.62	\$80.21	\$89.76	\$61.44	\$62.91
Profit (12%)	\$21.04	\$17.17	\$11.23	\$12.57	\$8.60	\$8.81
Hourly Billing Rate	\$171.32	\$139.78	\$91.44	\$102.33	\$70.04	\$71.72
Sub-Total Costs	\$67,217.82	\$0.00	\$4,612.87	\$11,246.79	\$50,856.11	\$0.00
Estimated Direct Costs (2%)	\$1,344.00					
DESIGN TOTAL	\$68,561.82					

Assumptions:
 Permits and environmental clearances by City.
 No right-of-way or easements required.
 Utility coordination not required.
 Traffic control & construction phasing by City.
 Pavement markings not required.
 Drainage structure modifications not required. No MSD review.
 No specifications or special provisions required.
 Quantities only - no estimate required.
 Construction phase services not required.

ATTACHMENT 'B'
FEE ESTIMATE

Engineering Design Source, Inc.

Date Prepared: March 10, 2015

Project Name: U-City Curb Ramp Upgrades

Service Group: Topographic Survey

Task Item	Principal	Sr. Surveyor	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	Total
1. Control								
1.1 Control Search & Plan			2					2
1.2 Horizontal Control - State Plane / NAVD 88 Datum						12		12
1.3 Balance/Process Coordinates			1					1
1.4 Meetings / Project Coordination / QA/QC			1					1
SUB-TOTAL HOURS	0	0	4	0	0	12	0	16
2. Utility Coordination								
2.1 Coordination & Scheduling								0
2.2 Submitting One Call Tickets								0
2.3 Map Requests & Meetings								0
2.4 Survey Surface Utility Features						4		4
2.5 Log Utility Data								0
2.6 Process Basefile & Incorporate Record Facility Data								0
2.7 QA/QC								0
SUB-TOTAL HOURS	0	0	0	0	0	4	0	4
3. Topographic Survey								
3.1 Coordination & Crew Prep			8					8
3.2 Field Work - 67 intersection corners						72		72
3.3 Process Data				48				48
3.4 Annotate Drawings				4				4
3.5 Create TIN								0
3.6 QA/QC & Submittal			10					10
SUB-TOTAL HOURS	0	0	18	52	0	72	0	142
4. Right of Way Base Drawings								
4.1 Research and Obtain Maps at County								0
4.2 Draw record information								0
4.2 QA/QC & Submittal								0
SUB-TOTAL HOURS	0	0	0	0	0	0	0	0
MAN HOURS BY CLASSIFICATION	0	0	22	52	0	88	0	162
	Principal	Sr. Surveyor	Surveyor	Sr. Tech	Tech	Survey Crew	Admin.	
Unburdened Rate	\$59.00	\$46.37	\$40.00	\$29.35	\$24.12	\$49.20	\$24.86	
Overhead Rate 154.71%	\$91.28	\$71.74	\$61.88	\$45.41	\$37.32	\$76.12	\$38.46	
Profit 12%	\$18.03	\$14.17	\$12.23	\$8.97	\$7.37	\$15.04	\$7.60	
Average Hourly Billing Rate	\$168.31	\$132.28	\$114.11	\$83.73	\$68.81	\$140.36	\$70.92	LABOR-TOTAL
COST BY CLASSIFICATION	\$0	\$0	\$2,510	\$4,354	\$0	\$12,351	\$0	\$19,216

Direct Costs	Item Cost	Unit Price	Quantity	Unit
Printing/Copying - Small	\$3.00	\$0.15	20	Each
Printing/Copying - Large	\$0.00	\$2.00		Each
Assessors Pages	\$0.00	\$4.00		Each
Courier	\$0.00	\$15.00		Each
Vehicle	\$495.00	\$45.00	11	Per Day
VRS Enabled GPS	\$100.00	\$50.00	2	Per Day
Misc. Survey Supplies	\$50.00	\$50.00	1	Lump Sum
DIRECT COST - TOTAL	\$648.00			

Assumptions:

EDSI will survey 67 intersection corners, 20' of adjoining sidewalk, and a 5' landing area at the intersections.

No TIN or contours will be created.

EDSI will not publish three dimensional control points.

Topographic Survey Total Fee \$19,864

ATTACHMENT 'C'
TIME OF PERFORMANCE

It is anticipated that design will commence in March, 2015 and shall be completed and approved within two months. This schedule will be contingent upon timely reviews by the City.

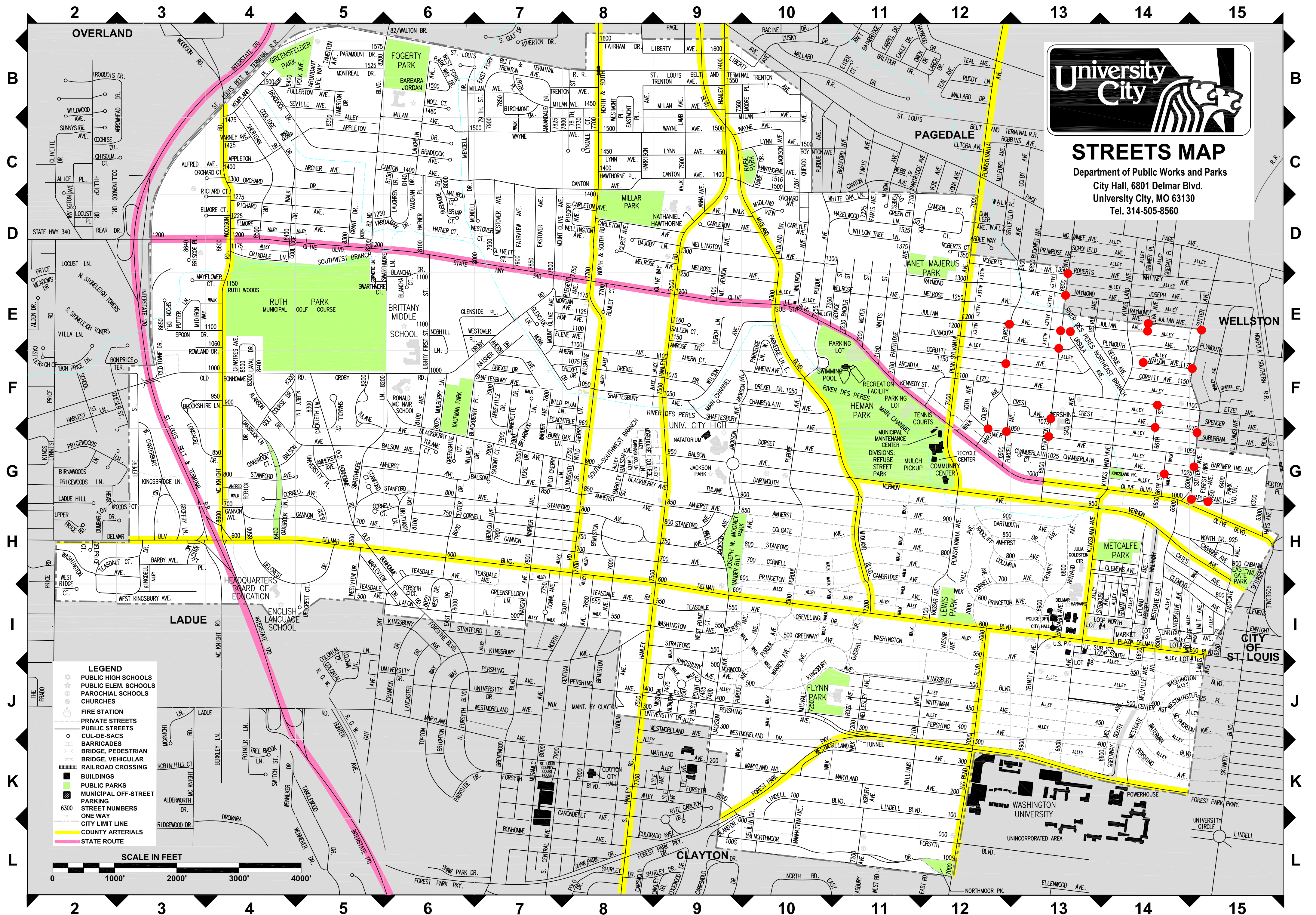
Street Name	Block	From	To	Length	Intersection 1	Intersection 2	Intersection 3	# of Ramps
66th Street	1000	Olive Blvd	Chamberlain Ave	354	66th St.-Chamberlain			6
66th Street	1100	Etzel Ave	Bartmer Ave	370	66th St.-Crest	66th St.-Etzel		12
Avalon	6500	Sutter	Dead End	815	Avalon-Sutter	Avalon-alley		6
Bartmer	6800	Purcell	Ferguson	707	Bartmer-Purcell	Bartmer-Ferguson		16
Bartmer Ave	6700	Ferguson Ave	Kingsland Ave	1045	None			0
Bartmer Ave	6500	Kingsland Ave	Sutter Ave	1336	None			0
Bartmer Ave	6900	Olive Blvd	Purcell Ave	570	Bartmer-Colby-Roth			10
Bartmer Industrial	6300	Sutter	City Limits	1279	Bartmer Ind.-Sutter			6
Corbitt	6900	Pennsylvania	Purcell	778	Corbitt-Purcell			8
Corbitt	6500	Kingsland	Sutter	1059	None			0
Corbitt	6800	Purcell	Ferguson	822	None			0
Crest Ave	6500	Kingsland Ave	Sutter Ave	1332	Crest-Sutter			6
Crest Ave	6700	Sadler Ave	Kingsland Ave	696	None			0
East Park Industrial Dr	1000	Bartmer Ave	Olive Blvd	790	None			0
Etzel	6900	Pennsylvania	Purcell	775	None			0
Etzel Ave	6800	Purcell Ave	Ferguson Ave	825	None			0
Ferguson Ave	1100 1300	Etzel Ave	North City Limit	2000	Ferguson-Plymouth	Ferguson-Julian	Ferguson-Raymond/Roberts	32
Ferguson Ave	900 1100	Olive Blvd	Etzel Ave	1460	Ferguson-Crest			6
Julian	6500	Kingsland	City Limits	1174	Julian-alley	Julian-Sutter		7
Julian	6700	Ferguson	Kingsland	1114	Julian-Ursula			6
Julian Ave	6800	Purcell Ave	Ferguson Ave	822	Julian-Purcell			8
Kingsland Ave	1100	City limits	Etzel Ave	1301	None			0
Kingsland Ave	1000	Etzel Ave	Olive Blvd	1458	None			0
Maple Ave	6300	Sutter Ave	East Park Industrial	545	Maple-Sutter	Maple-mid block		6
Total:								135

The engineering services agreement with EDSI is based on design of 130 curb ramps to be selected from the above list.



STREETS MAP

Department of Public Works and Parks
City Hall, 6801 Delmar Blvd.
University City, MO 63130
Tel. 314-505-8560



- Public High Schools
- Public Elem. Schools
- Parochial Schools
- Churches
- Fire Station
- Private Streets
- Public Streets
- Cul-de-sacs
- Barricades
- Bridge, Pedestrian
- Bridge, Vehicular
- Railroad Crossing
- Buildings
- Public Parks
- Municipal Off-Street Parking
- Street Numbers
- One Way
- City Limit Line
- County Arterials
- State Route





Council Agenda Item Cover

MEETING DATE: March 23, 2015

AGENDA ITEM TITLE: Site Plan Review application for 7401 Balson Avenue for a three-story addition to University City High School.

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: Attached is the Staff Report and related documents for the Site Plan Review to allow a three-story addition, approximately 24,000 square feet in gross floor area, to University City High School. Section 400.2590 of the University City Zoning Code requires that additions to non-residential buildings of 1,000 square feet or more, or more than 25 percent of the existing principal building, require approval from City Council. Staff recommends approval with conditions set forth in the attached staff report. For its approval, this agenda item would require a motion by the City Council.

Attachments:

A: Staff Report with Recommendation

B: Departmental Comments

C: Map

D: Application Documents and Drawings (Site Plan and Elevations)

RECOMMENDATION: Approval with Conditions



Department of Community Development

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

M E M O R A N D U M

TO: Mayor and Members of City Council
FROM: Zach Greatens, Planner
DATE: March 13, 2015
SUBJECT: Site Plan Review – 7401 Balson Ave.
File Number: SPR 15-01

Type of Review: Site Plan Review
Address: 7401 Balson Avenue – University City High School
Property Owner: University City School District
Applicant: John Gagliardo w/ David Mason & Associates
Status of Applicant: Project engineer
Requested Action: Site Plan Review approval from City Council to construct a three-story addition to University City High School
Location: West side of Jackson Avenue, north of Balson Avenue, south of Shaftesbury Avenue
Existing Land Use: High School
Proposed Use: No change
Existing Zoning: PA – Public Activity District

Surrounding Zoning and Land Use:
North: SR-Single Family Residential District Single-family residential
East: PA-General Commercial District Open space; single-family and two-family residential
 SR-Single Family Residential District
South: PA-General Commercial District Jackson Park Elementary School
West: HRO-High Density Residential/Office District Single-family residential

Existing Property

The subject property is approximately 17.2 acres in area. It is the location of University City High School. The original High School building was constructed in 1928, ranging in height from three to four stories. Additions were completed in the 1930s, 1950s, and 1960s

including additional wings for classrooms, an auditorium, and two gymnasiums. The football field, track, natatorium, and other practice fields are located behind the main high school on the western portion of the property. The main location for off-street parking serving the high school is located on the Jackson Park Elementary School property to the south, with some smaller parking lots located on the high school property. Access to the high school is provided in the main building.

Applicant's Request

The current request is for Site Plan approval for a three-story addition, approximately 24,000 square feet in gross floor area. The proposed use of the addition is for a library, media, two multi-purpose classrooms and four lab/lecture classrooms. The existing library will be converted to a common area.

No new curb-cuts or changes to vehicular circulation are proposed. Access to the addition from the existing school building is proposed on all three floors. One new exterior access point for public use is proposed with a pedestrian walkway to the sidewalk along Jackson Avenue. An additional walkway from the rear of the addition to Shaftesbury Avenue is also proposed. Stormwater will be addressed with a proposed bio-retention basin to the west of the addition.

Background

The subject property is within the University City Education Complex Historic District, a local Historic District and National Register Historic District. Due to its location within a Historic District, the proposed addition required review and recommendation by the Historic Preservation Commission (HPC). The HPC reviewed the proposed addition at their February 20, 2014 meeting and recommended approval to the Department of Community Development, determining that the proposed addition was in compliance with the Education Complex Historic District Standards.

Analysis

Public schools, including high schools, are a permitted use in the PA – Public Activity Zoning District. Thus, zoning classification and the proposed use for the subject property are not at issue. The proposed addition complies with all dimensional regulations in the Zoning Code including setbacks, building height, landscaping and parking.

Staff Recommendation

The proposed addition as shown on the Site Plan complies with all applicable provisions of the Zoning Code and with the Site Plan Review findings of fact as set forth in section 400.2630 of the Zoning Code.

Accordingly, staff recommends approval of the proposed Site Plan with the following conditions:

1. A maximum three-story addition shall be permitted. The size and location of the addition shall be as shown on the Site Plan submitted.
2. All appropriate 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.
3. Except as noted herewith, other applicable provisions of the University City Municipal Code must be complied with.



ATTACHMENT "B"

Department of Public Works and Parks
6801 Delmar Boulevard, University City, Missouri 63130,
Phone: (314) 505-8560, Fax: (314) 862-0694

March 11, 2015

Mr. Zach Greatens
Planner
Department of Community Development
6801 Delmar Boulevard
University City, MO 63130

RE: University City High School Library Addition Project (7401 Balson Ave.)

Mr. Greatens;

We have reviewed the Site Plan set for the above project to be considered by the City Council at their next meeting and had one comment. That item was agreed to by the consultant on March 11, 2015 to be forwarded to the University City School District for their response. There were no major concerns that would cause this project to be denied.

Sincerely,

Richard L. Wilson PE
Director



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



Topic: Site Plan submittal for a proposed addition to U City High School.

The Police Department has no comment or objection in the proposal for an addition to the University City Library. We believe it will be a much needed improvement to the facility.

Respectfully,

Charles Adams
Chief of Police



Fire Department

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



March 12, 2015

Zach Greatens
Department of Community Development
6801 Delmar
University City, MO. 63130

Dear Zach,

The University City Fire Department has no questions or concerns regarding the proposed addition to University City High School, located at 7401 Balson Ave.

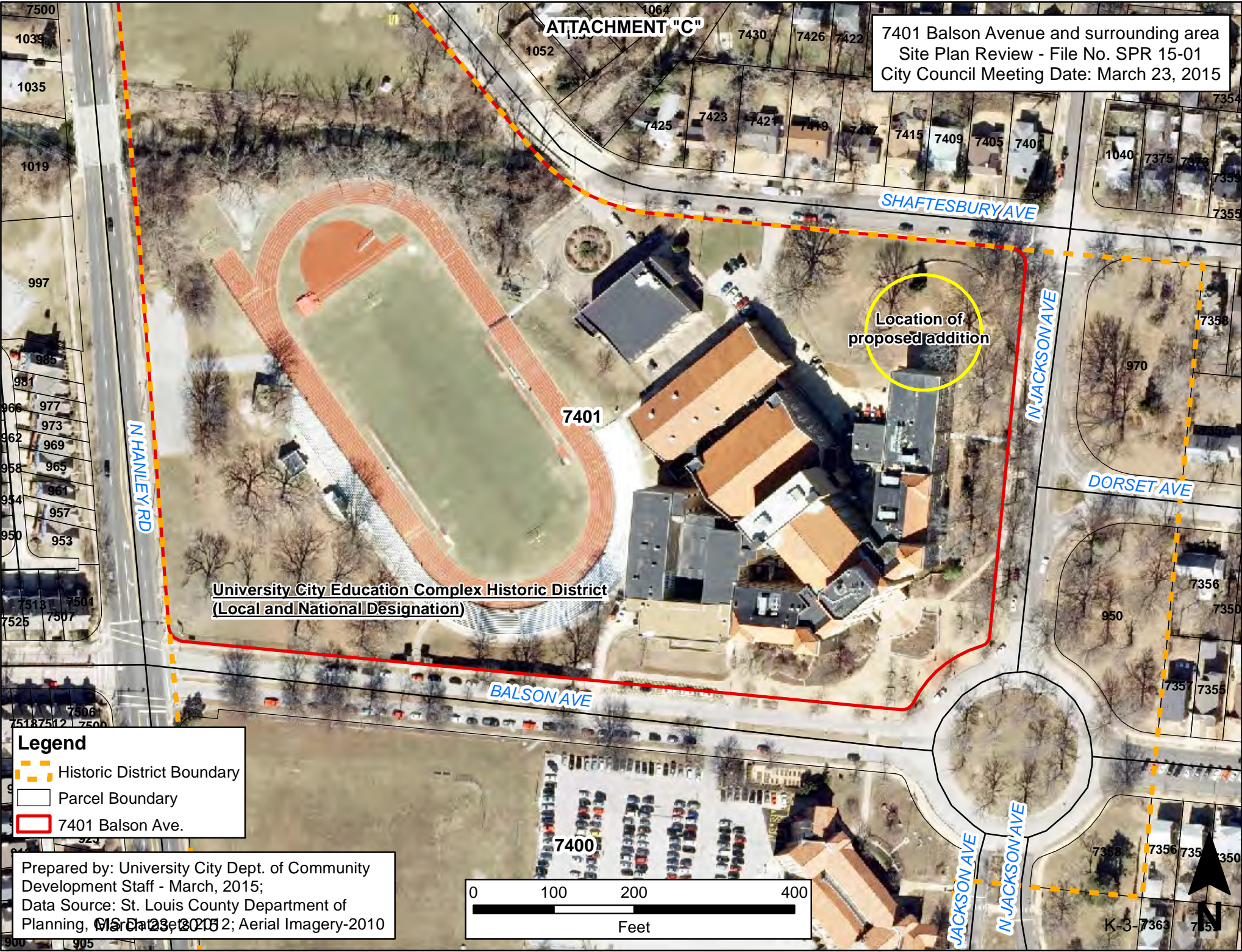
Sincerely,

A handwritten signature in blue ink that reads "Adam Long".

Adam Long
Fire Chief
University City Fire Department

7401 Balson Avenue and surrounding area
Site Plan Review - File No. SPR 15-01
City Council Meeting Date: March 23, 2015




ATTACHMENT "C"



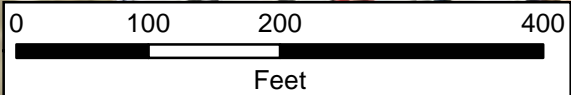
Location of proposed addition

University City Education Complex Historic District
(Local and National Designation)

Legend

-  Historic District Boundary
-  Parcel Boundary
-  7401 Balson Ave.

Prepared by: University City Dept. of Community Development Staff - March, 2015;
Data Source: St. Louis County Department of Planning, GIS Data 2012; Aerial Imagery-2010





Department of Community Development

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

APPLICATION FOR SITE PLAN REVIEW FOR: 7401 Balson Ave., University City, MO 63130, North end of existing UCHS bulding
Address / Location / Site of Building

- 1. Zoning District (Check one): CC GC HR HRO IC LC LR MR X PA PD SR
2. State proposed use: Library Addition
3. Describe existing premises: Open grass space at the north end of the UCHS building
4. Describe proposed construction (please attach additional narrative): 3-Story brick facade building, structural steel and concrete foundation construction
5. State applicant's name, address and daytime telephone number: John F. Gagliardo, David Mason & Associates, 800 S. Vandeventer, Blvd., St. Louis, MO 63110, (314)534-1030

6. Applicant's interest in the property (check one):
Owner Tenant Under contract to purchase Under contract to lease
X Other (specify): Owner's representative

7. State name and address and daytime telephone number of owner, if other than applicant:
School District of University City, 8136 Groby Road, University City, MO, Karl Scheidt, (314) 290-4000

- 8. Check type of authorization(s) required:
New Development: This does not include single or two-family dwellings.
X Substantial Addition: Additions to buildings, or new accessory buildings, when 1) the addition or new accessory building is greater than 25% of the existing principal building; 2) the addition or new accessory building exceeds 1,000 square feet in gross floor area; 3) curb cuts are required; or 4) when such new construction reduces existing parking or significantly modifies existing on-site circulation (this does not include single or two-family dwellings).
Canopies: Canopies constructed over existing walkways, loading docks, or pump islands, where such new construction reduces existing parking or significantly modifies existing on-site circulation.
Tax Exemption: Person, association, corporation, religious institution, charity or foundation that has been designated by any governmental entity as exempt from payment of any tax levied by the city seeking to purchase or occupy real property in University City per Municipal Code ' 5.04.210.

- Olive Boulevard Design Guideline Review.
Amendment: Amendment to any of the above.
Other (specify):

The undersigned hereby makes application for a Site Plan Review and requests the authorization of the City Council to proceed with the activities described in this application.

2-1-2015
Date

John F. Gagliardo, Project Engineer
Applicant's Signature and Title

FOR OFFICE USE ONLY

Date: Application first received of
Application fee in the amount of \$ Receipt #



Certified MBE, SDB, DBE

800 South Vandeventer Avenue
St. Louis, Missouri 63110
p: (314) 534-1030
f: (314) 534-1053
www.davidmason.com

March 12, 2015

Mr. Zach Greatens
Planning Department
University City, MO

RE: Library addition to University City High School
7401 Balson Avenue
University City, MO 63110

Dear Mr. Greatens:

This letter is intended to describe the utilization and access to the new library addition to the University City High School.

The addition to the University City High School will house the following:

- A new media Center that will be of size and capacity to hold two classrooms of students and three teachers at a time.
- Maker Space – A creative space that supports creativity in creating projects that combine research and assembly of projects.
- Two Multi-purpose classrooms.
- Four Project Lead-The-Way classrooms. These are lab/lecture classrooms that enable students to perform semester long projects in teams or individually, which bring to bear the teaching components of several different classes in a STEM environment.

The spaces within this wing are not designed to expand the capacity of the High School. They are intended to support enhanced curriculum components. Because of this, a traffic impact study was not completed.

The former library will be converted to a student commons after the new library has opened.

While there will be a secondary entrance to the new library addition, it will only be used occasionally for after hours meetings in the library. The primary entrance at the front of the building will continue to be the primary access point for all areas of the High School. The new library will be available for special meetings and limited after hours events, enabling the rest of the building to be locked at night. The small amount of people that the library will accommodate, will limit the impact to adjacent properties.

The actual student count is #684 and this is important because the High School enrollment has been either stable or declining in recent years.

If you have any questions or if there is further detail that I can provide, please contact me.

Thanks,

A handwritten signature in dark ink, appearing to read "John F. Gagliardo".

John F. Gagliardo, EIT
David Mason & Associates

UCHS Library Addition

7401 Balson Ave.
University City, MO 63130
Review Set
January 30, 2015



Client / Owner's Representative
University City School District
8136 Groby Road
University City, Mo 63130

Architect
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(314) 863.4996 fax
Contact: Lori Everett
Email: leverett@bondarchitectsinc.com

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MO State Cert. of Authority #001103
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St. Louis, MO 63110
(314) 534.1030 tel
(314) 534.1053 fax
Contact: John Gagliardo
i: jgagliardo@davidmason.com

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(314)727.5412 tel
Contact: Scott Faller
Email: sfaller@ameresco.com

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314.534.1030 tel
314.534.1053 fax
Contact: Ron Mackey
Email: rmackey@davidmason.com

MEP&FP
G & W Engineering
Certificate of Authority #2002018767
138 Weldon Parkway
Maryland Heights, MO
314.469.3737 tel
314.469.5420 fax
Contact: Renee Meyer
Email: rmeyer@gandwengineering.com

Project Site



Sheet List

AO.0	Cover Sheet
Civil	
CO.1	General Notes
CO.2	General Notes
CO.3	Legend and Abbreviations
C1.1	Existing Conditions
C1.2	Boundary Survey & Zoning Districts
C2.1	Demolition Plan
C3.1	Site Improvements
C4.1	Site Grading
C4.2	Erosion Control
C5.1	Storm and Sanitary Profiles
C5.2	Retention Basin Plans and Details
CG.1	Civil Details
C7.1	NOT USED
CB.1	Existing Conditions Drainage Area Map
CB.2	Drainage Area Map
CB.3	BMP Drainage Area Map
Architectural	
AS.1	Exterior Elevations
AS.2	Exterior Elevations
AG.1	Building Sections

bond
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314.469.5420 fax

UCHS Library Addition
7401 Balson Ave.
University City, MO 63130
School District of University City
Ronald E. McNair Admin. Center
8136 Groby Road
University City, Mo 63130
314.290.4000
Karl Scheidt

Project No: 14037

Revisions	
Description	Date

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DATE: 2015.01.30

Cover Sheet

A0.0

UCHS Library Addition
7401 Balson Ave.
University City, MO 63130

School District of University City,
Ronald E. McNeil, Admin. Center
836 Groby Road
University City, MO 63130
314.280.4000
Karl Scheidt

Project No: 14037

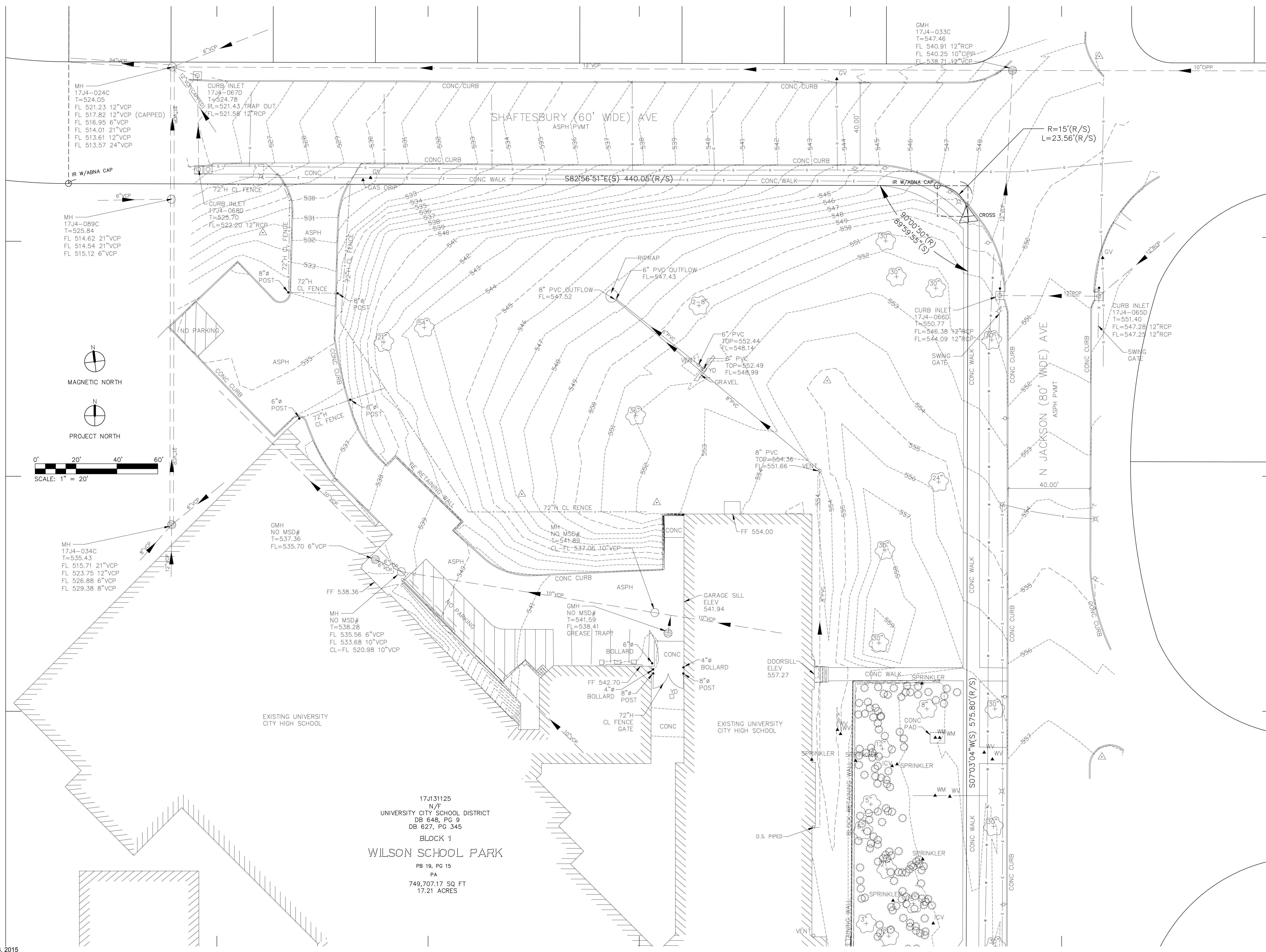
Revisions	
Description	Date



DATE: 06/11/14

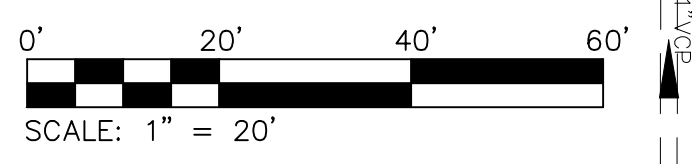
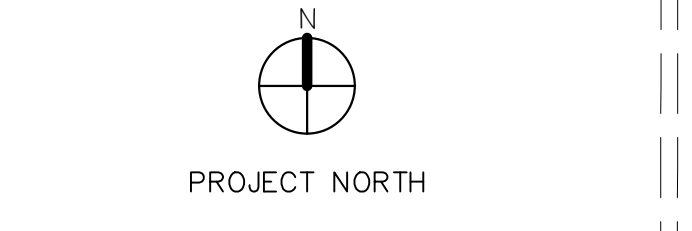
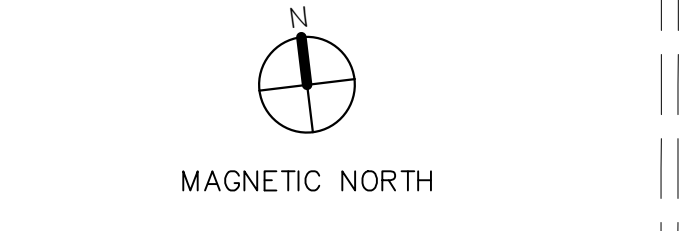
Existing Conditions

C1.1



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FL 521.23 12"VCP
FL 517.82 12"VCP (CAPPED)
FL 516.95 6"VCP
FL 514.01 21"VCP
FL 513.61 12"VCP
FL 513.57 24"VCP

MH 17J4-089C
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FL 514.54 21"VCP
FL 515.12 6"VCP



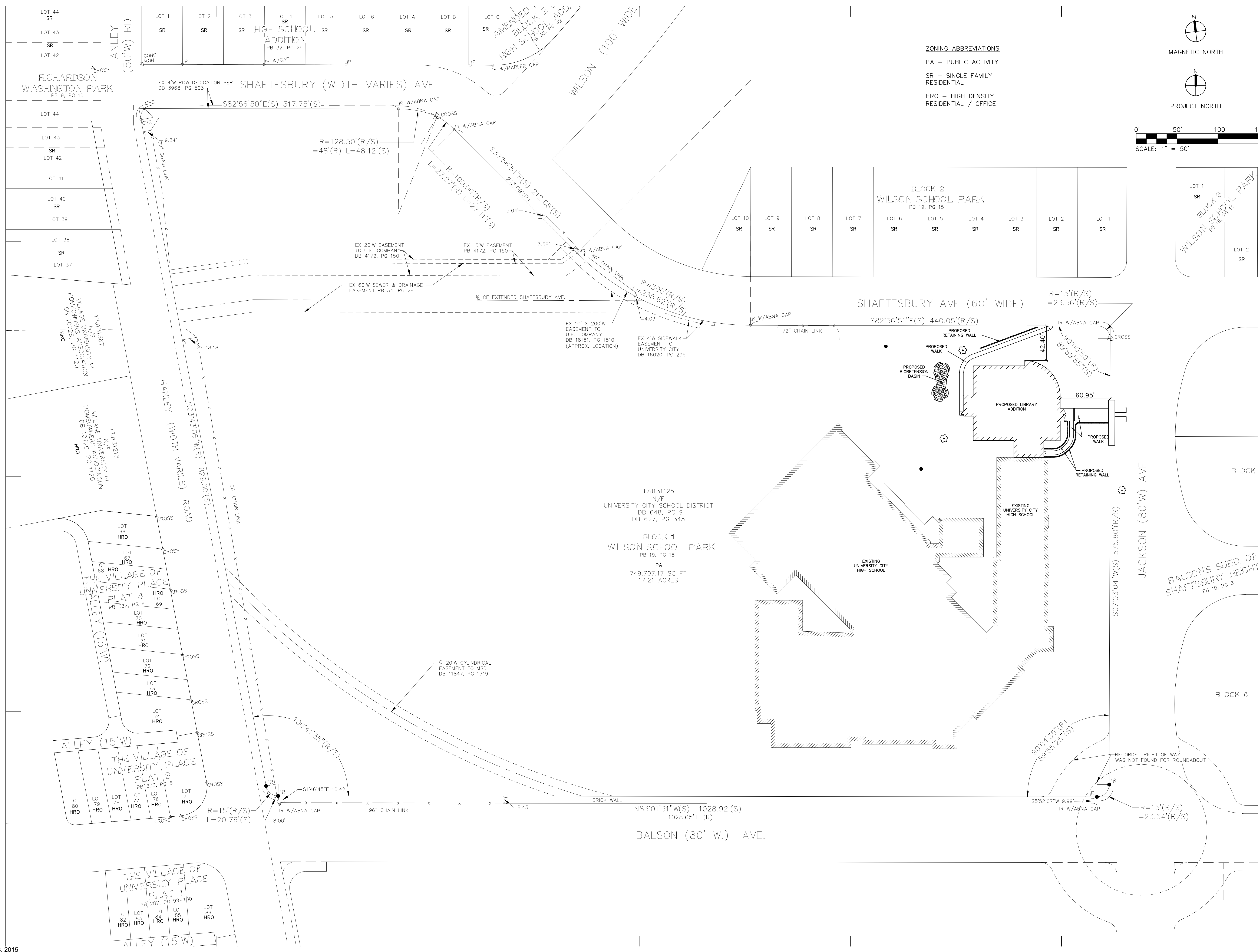
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FL 526.88 6"VCP
FL 529.38 8"VCP

GMH NO MSD#
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FL=535.70 6"VCP

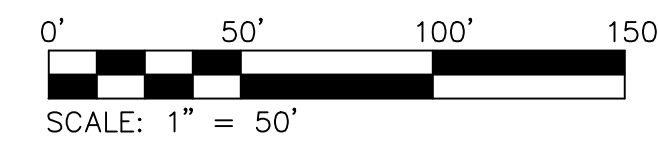
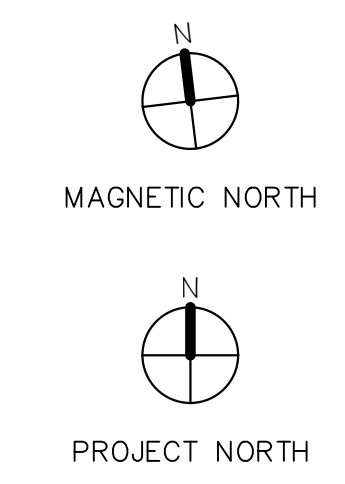
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FL 535.56 6"VCP
FL 533.68 10"VCP
CL-FL 520.98 10"VCP

EXISTING UNIVERSITY CITY HIGH SCHOOL

17J131125
V.F.
UNIVERSITY CITY SCHOOL DISTRICT
DB 648, PG 9
DB 627, PG 345
BLOCK 1
WILSON SCHOOL PARK
PB 19, PG 15
PA
749,707.17 SQ FT
17.21 ACRES



ZONING ABBREVIATIONS
 PA - PUBLIC ACTIVITY
 SR - SINGLE FAMILY RESIDENTIAL
 HRO - HIGH DENSITY RESIDENTIAL / OFFICE



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 314.534.1030 tel
 314.534.1053 fax

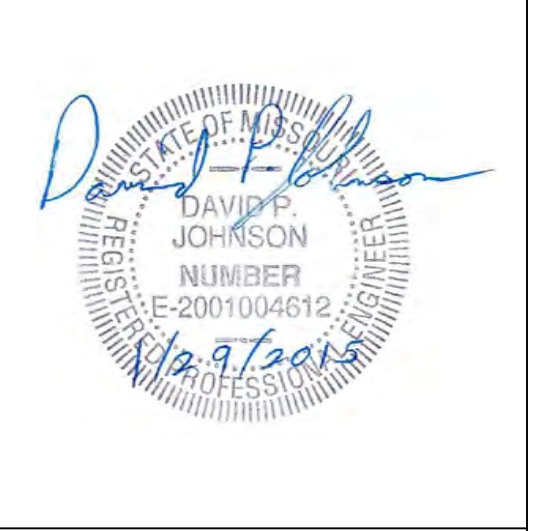
G & W Engineering
 MEP
 Certificate of Authority #2002018767
 138 Weldon Parkway
 Maryland Heights, MO 63043
 314.469.3737 tel
 314.469.5420 fax

UCHS Library Addition
 7401 Balson Ave.
 University City, MO 63130

School District of University City,
 Ronald E. McNair Admin. Center
 8136 Groby Road
 University City, MO 63130
 Karl Scheidt

Project No: 14037

Revisions	
Description	Date



DATE: 06/11/14

Boundary Survey & Zoning Districts

C1.2

UCHS Library Addition
7401 Balson Ave.
University City, MO 63130

School District of University City,
Ronald E. McNeil, Admin. Center
8136 Groby Road
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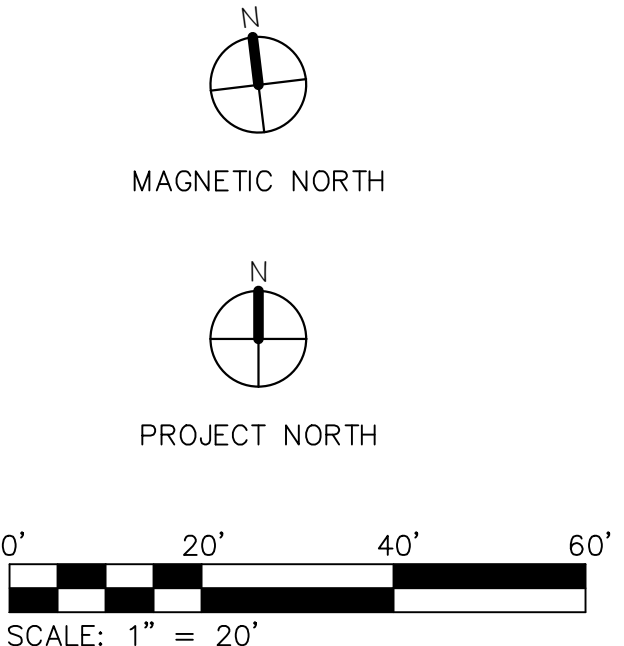
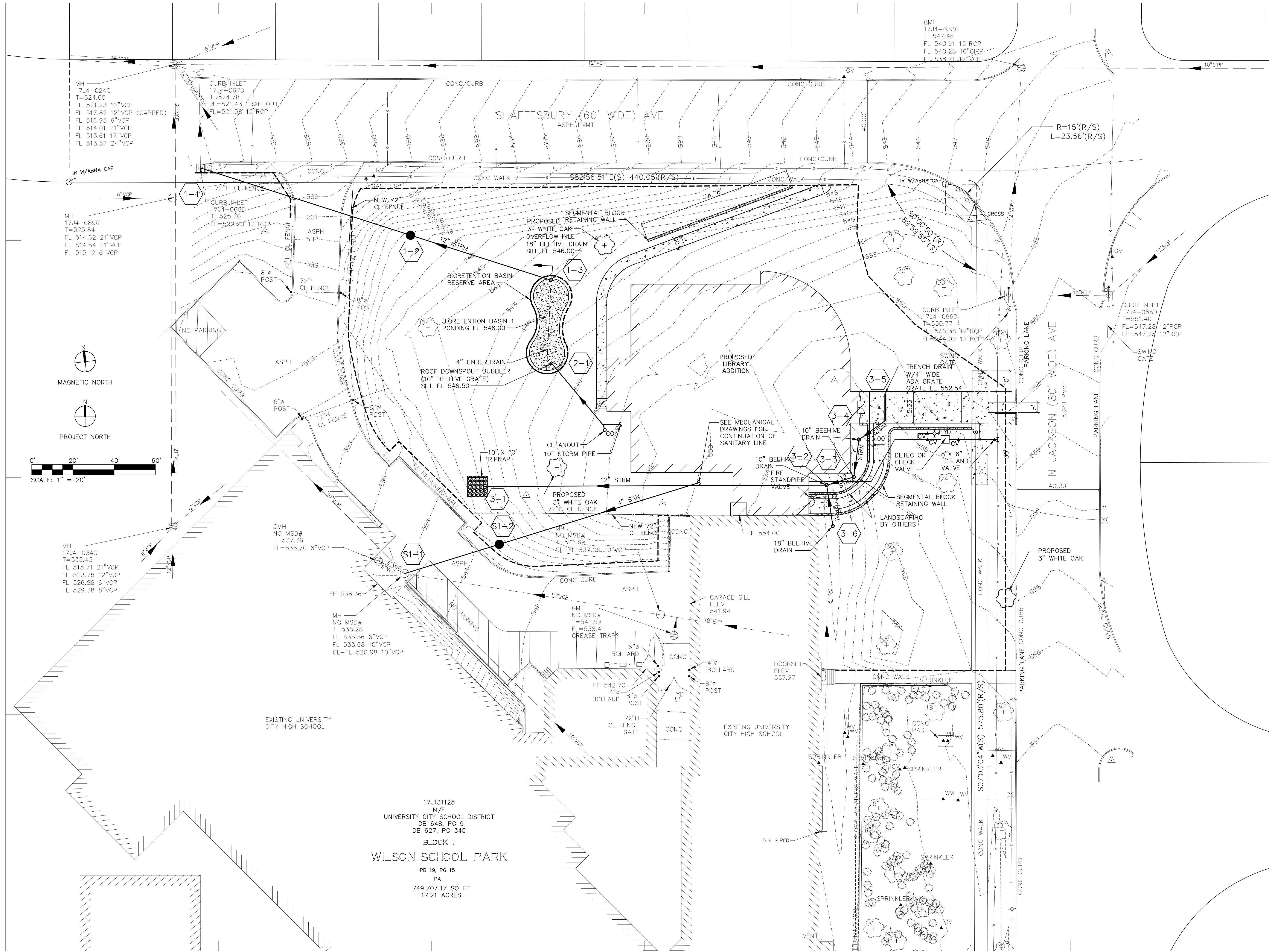
Revisions	
Description	Date



DATE: 06/11/14

Site Improvements

C3.1

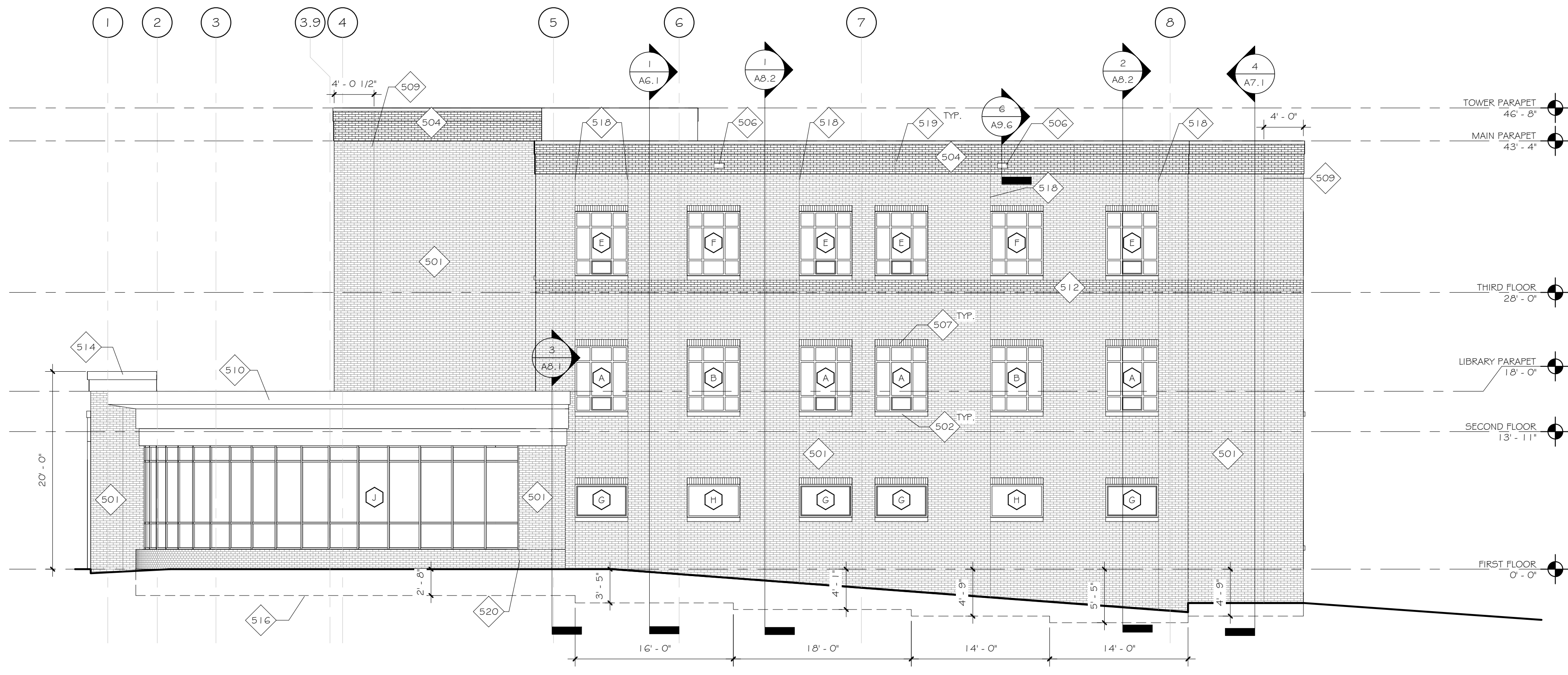


17J13125
UNIVERSITY CITY SCHOOL DISTRICT
DB 648, PG 9
DB 627, PG 345
BLOCK 1
WILSON SCHOOL PARK
PB 19, PG 15
PA
749,707.17 SQ FT
17.21 ACRES

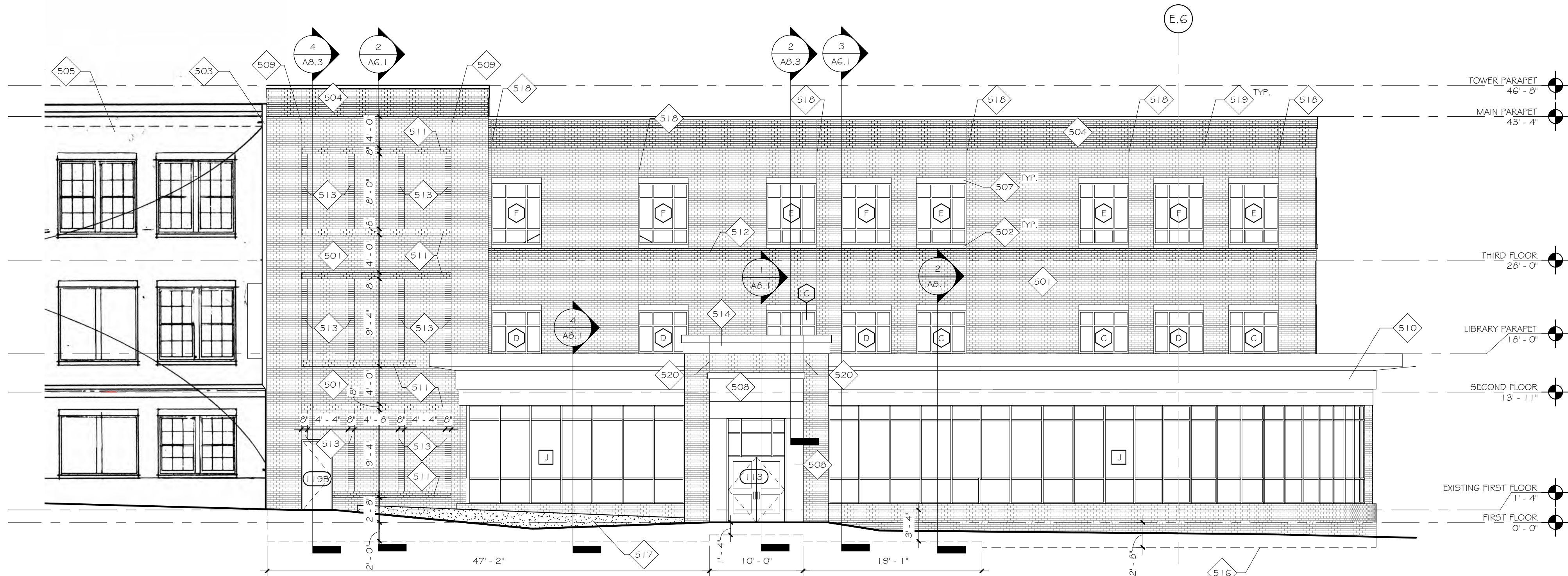
EXTERIOR ELEVATION KEYED NOTES	
501	BRICK MASONRY TYPE 1, TYPICAL U.N.O.
502	CAST STONE SILL
503	EXPANSION JOINT COVER
504	BRICK MASONRY (TYPE 2) PARAPET
505	EXISTING BUILDING TO REMAIN
506	THROUGH PARAPET SCUPPER
507	BRICK WINDOW HEAD, SOLDIER COURSE, TYPE 2 MASONRY, TYPICAL
508	CAST STONE SURROUND
509	EXPANSION JOINT, EXTEND FULL HEIGHT THRU PARAPET, TYP.
510	EIPS SOFFIT
511	BRICK MASONRY TYPE 2, BRICK TO PROJECT 3/4" FROM FACE OF WALL
512	BRICK MASONRY TYPE 2 ACCENT BAND
513	BRICK MASONRY TYPE 2 IN STACKED BOND, BRICK TO PROJECT 3/4" FROM FACE OF WALL
514	CAST STONE PARAPET
516	BRICK LEDGE, RE-STRUCTURAL
517	RETAINING WALL, RE- CIVIL
518	EXPANSION JOINT, FULL HEIGHT, TO ALIGN WITH EDGE OF OPENING
519	EXPANSION JOINT AT BRICK MASONRY PARAPET, CENTER BETWEEN ADJACENT FULL HEIGHT EXPANSION JOINTS.
520	EXPANSION JOINT

GENERAL EXTERIOR ELEVATION NOTES

1. EXPANSION JOINTS IN BRICK MASONRY WITH OPENINGS TO BE SPACED NO MORE THAN 20' O.C.
2. EXPANSION JOINTS IN BRICK MASONRY WITHOUT OPENINGS TO BE SPACED NO MORE THAN 25' O.C.
3. EXPANSION JOINTS IN BRICK MASONRY PARAPETS TO BE SPACED NO MORE THAN 15' O.C., ALIGNING WITH THE FULL HEIGHT EXPANSION JOINTS WHERE APPLICABLE.



2 NORTH ELEVATION
 A5.1 1/8" = 1'-0" 1/A1.0



1 EAST ELEVATION
 A5.1 1/8" = 1'-0" 1/A1.0



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UCHS Library Addition

7401 Balson Ave.
 University City, MO 63130
 School District of University City
 Ronald E. McNair Admin Center
 8136 Groby Road
 University City, Mo 63130
 Karl Scheidt

SITE PLAN SUBMITTAL

Project No: 14037

Revisions	
Description	Date

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Arthur D. Bond III
 MO A-6301

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DATE: 2015.01.22

Exterior Elevations

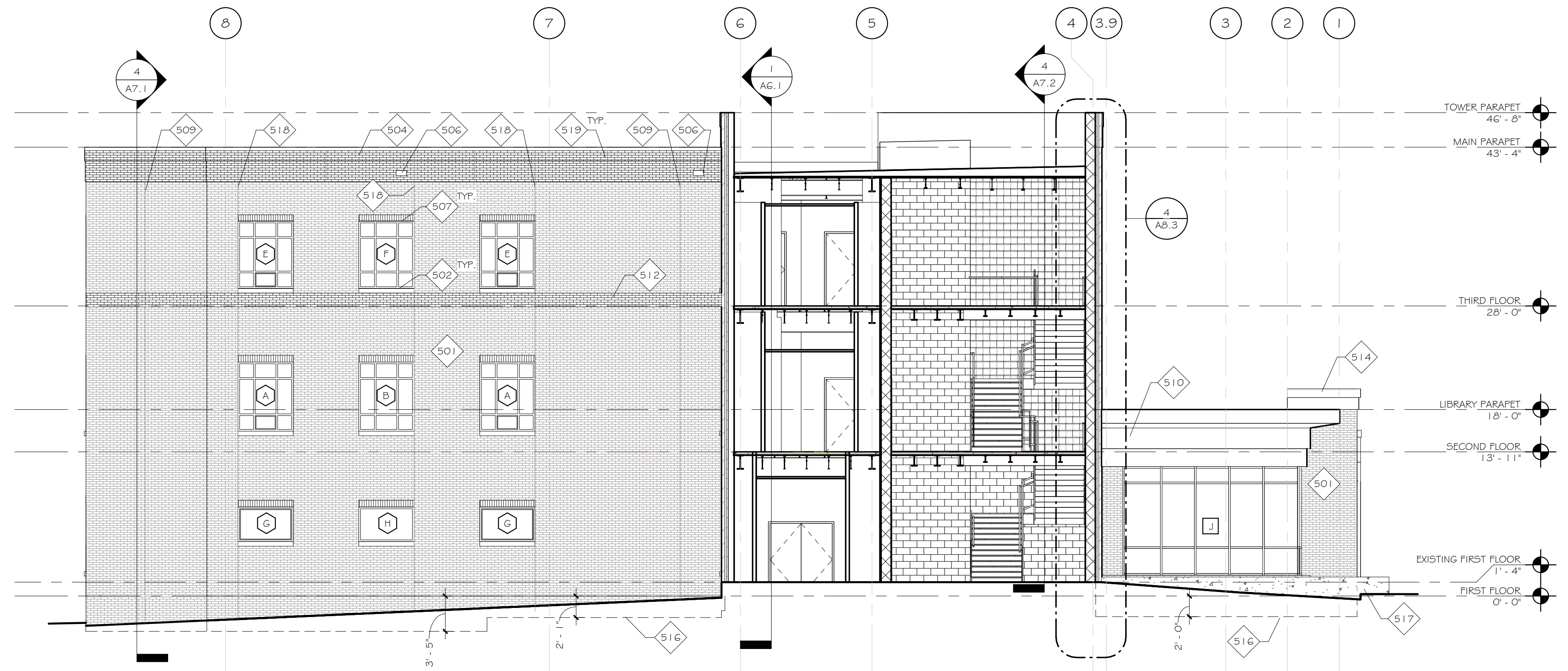
A5.1

1/22/2015 12:17:26 PM

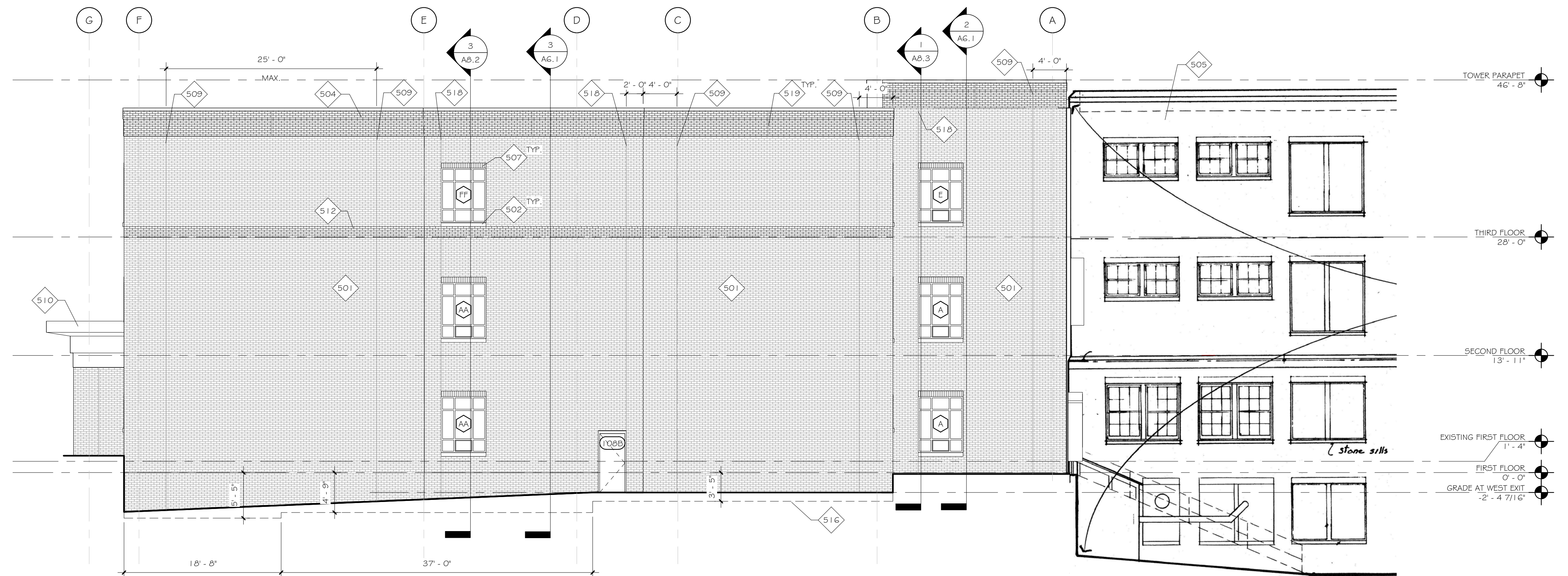
EXTERIOR ELEVATION KEYED NOTES	
501	BRICK MASONRY TYPE 1, TYPICAL U.N.O.
502	CAST STONE SILL
504	BRICK MASONRY (TYPE 2) PARAPET
505	EXISTING BUILDING TO REMAIN
506	THROUGH PARAPET SCUPPER
507	BRICK WINDOW HEAD, SOLDIER COURSE, TYPE 2 MASONRY, TYPICAL
509	EXPANSION JOINT, FULL HEIGHT THRU PARAPET, TYP.
510	EIFFS SOFFIT
512	BRICK MASONRY TYPE 2 ACCENT BAND
514	CAST STONE PARAPET
516	BRICK LEDGE, RE: STRUCTURAL
517	RETAINING WALL, RE: CIVIL
518	EXPANSION JOINT, FULL HEIGHT, TO ALIGN WITH EDGE OF OPENING
519	EXPANSION JOINT AT BRICK MASONRY PARAPET, CENTER BETWEEN ADJACENT FULL HEIGHT EXPANSION JOINTS.

GENERAL EXTERIOR ELEVATION NOTES

- EXPANSION JOINTS IN BRICK MASONRY WITH OPENINGS TO BE SPACED NO MORE THAN 20' O.C.
- EXPANSION JOINTS IN BRICK MASONRY WITHOUT OPENINGS TO BE SPACED NO MORE THAN 25' O.C.
- EXPANSION JOINTS IN BRICK MASONRY PARAPETS TO BE SPACED NO MORE THAN 15' O.C., ALIGNING WITH THE FULL HEIGHT EXPANSION JOINTS WHERE APPLICABLE.



2 SOUTH ELEVATION
A5.2 1/8" = 1'-0" 1/A1.0



1 WEST ELEVATION
A5.2 1/8" = 1'-0" 1/A1.0

**SITE PLAN
SUBMITTAL**

Project No: 14037

Revisions	
Description	Date

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MO A-6301

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DATE: 2015.01.22

**Exterior
Elevations**

A5.2



Council Agenda Item Cover

MEETING DATE: March 23, 2015

AGENDA ITEM TITLE: Parking restrictions on Pershing Ave and Midland

Boulevard **AGENDA SECTION:** Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed two (2) requests to create a new parking restriction on Pershing Ave and to eliminate an existing parking restriction on Midland Avenue as follows:

1. Pershing Avenue at Midvale Parking restriction

Prohibit parking on the north side of Pershing Avenue, between the signalized crosswalk and Midvale Avenue. Restricting parking as requested will enhance visibility at the intersection. The Traffic Code will have to be amended at Schedule III, Table III-E Parking prohibited on certain streets at all times to add this location.

2. Midland Boulevard from Delmar Blvd to Princeton Ave

Eliminate the 1-hour parking restriction on the west side of Midland Boulevard between Delmar Blvd and Princeton Ave. St. Louis County eliminated the parking along Midland Blvd between Princeton Avenue and Delmar Blvd at all times, which required the City to eliminate the 1-hour parking regulation from the City's Traffic Code. The parking restriction enhances traffic flow, and improves traffic safety especially during morning peak hour. The Traffic Code will have to be amended at Schedule III, Table III-C One-Hour Parking Zones to remove this location.

At the December 2014 Traffic Commission meeting, the Traffic Commissioners reviewed both requests to change the parking regulations mentioned above and recommended approval by the City Council.

RECOMMENDATION:

Staff recommends approval of these requests; therefore amend the Traffic Code Chapter 300 – Schedule III, Table III-C and Table III-E.

ATTACHMENTS:

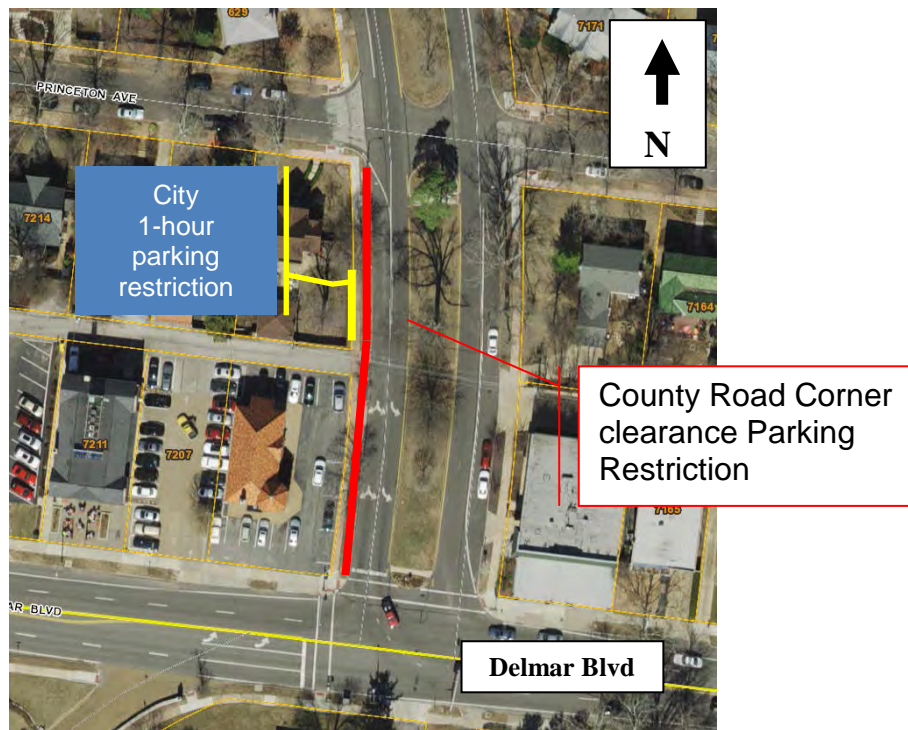
- Bill amending Chapter 300 – Schedule III, Table III-C and Table III-E.
- Minutes of the December 10, 2014 Traffic Commission Meeting
- Staff Reports

STAFF REPORT

MEETING DATE: December 10, 2014
APPLICANT: Mr. Sturdivant
Location: Midland Ave from Delmar Blvd to Princeton Ave
Request: Parking restriction on the west side of Midland Ave
Attachments: Traffic Request Form

Existing Conditions:

Midland Ave from Delmar Blvd to Princeton Ave



The City had a signed restriction on the west side of Midland Ave between Princeton Ave to the south, to allow 1-hour Parking from 9AM to 5PM. This parking regulation allowed vehicles to park for a longer period of time before 9 AM, as there were no other signs indicating that parking was prohibited before 9 AM along the west side of Midland Ave.

The vehicles parked on Midland Blvd before 9 AM were impeding the normal flow of south bound traffic during morning peak hour, for both left and right turns onto Delmar Blvd.

When the City's Traffic Code was reviewed, the findings revealed that the 1-hour parking restriction was incorporated in the code, as follows:

Table III-C One-Hour Parking Zones.

The following streets or parts of streets are designated as places where the parking of vehicles is restricted to a period of one (1) hour between the hours of 9:00 A.M. and 5:00 P.M. on any day within the meaning of this Title:

Midland Boulevard: West side thereof between Delmar Boulevard and Princeton Avenue.

St. Louis County has jurisdiction over Midland Blvd and any regulations related to traffic and parking need to be approved by the County Council. The 1-hour parking restriction was not incorporated in the County's Traffic Code, therefore was not a legal regulation.

St. Louis County forces recently removed the "1-hour parking 9AM – 5PM" sign, and installed a "No Parking any time", to correct the field conditions and to be in line with the County's Traffic Code.

St. Louis County staff recommended revising the City's Traffic Code to follow the County's parking regulation which is a corner clearance, defined as a general ordinance as follows:

County's general ordinance states that a motorist cannot park within 30-100 feet of an intersection. An intersection is defined as the area embraced within the prolongation or connection of the lateral boundary lines, or if present, the lateral curb lines, of two or more highways, roadways or alleyways, whether or not one such highway, roadway or alleyway crosses the other.

The purpose of the restriction is to keep a standard sight distance and safety at the intersections.



Request:

To add a parking restriction from 7 am to 9 am every day of the week.

Conclusion/Recommendation:

City Staff recommends following St. Louis County's instruction to restrict parking along Midland Blvd between Princeton Avenue and Delmar Blvd at all time, and remove the 1-hour parking regulation from the City's Traffic Code. The parking restriction is to enhance traffic flow, especially during morning peak hour.

STAFF REPORT

MEETING DATE: December 10, 2014
APPLICANT: Robert and Sarah Elgin
Location: Pershing Avenue at Midvale Parking restriction
Request: Parking restriction on the north side of Pershing Ave
Attachments: Traffic Request Form

Existing Conditions:

Pershing Avenue (north side) east of Midvale Avenue



Currently there are no parking restrictions on Pershing Ave at the requested location.

Request:

Prohibit parking on the north side of Pershing Avenue, between the signalized crosswalk and Midvale Avenue.

Conclusion/Recommendation:

City Staff recommends restricting parking as requested to enhance visibility at the intersection.



Traffic Commission

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

CITY OF UNIVERSITY CITY MINUTES OF THE TRAFFIC COMMISSION December 10, 2014

At the Traffic Commission meeting of University City held in the Heman Park Community Center, on Wednesday, December 10, 2014, Chairwoman Carol Wofsey called the meeting to order at 6:32 p.m. In addition to Chairwoman Wofsey, the following members of the commission were present:

- Robert Warbin
- Jeff Hales
- Jackie Womack
- Eva Creer
- Curtis Tunstall

Also in attendance:

- City Engineer, Sinan Alpaslan
- Councilmember Stephen Kraft
- Public Works and Parks Liaison, Angelica Gutierrez
- Police Department Representative P.O. Shaun Margul

Absent (excused):

- Traffic Commissioner Mark Barnes

Approval of the Agenda

Mr. Tunstall moved to approve the meeting agenda. The motion was seconded by Mr. Womack and unanimously approved.

Approval of the Minutes for the November 12, 2014 meeting

Mr. Warbin moved to approve the minutes as originally written. The motion was not seconded.

Mr. Hales presented substantial amendments to the minutes at the time of the meeting.

There was a discussion about Mr. Hales' requested amendments. Dr. Warbin indicated that he would like to know if Robert's Rules offers any guidance as to how minutes should be recorded. He noted that the majority of the requested amendments dealt more with the deliberation of the commission and indicated that he thought deliberation is less important than the votes taken on motions and would like to look into it.

Chairwoman Wofsey indicated that she did not believe that Robert's Rules offer much guidance as to the recording of minutes and she preferred the minutes to be shorter.

Mr. Hales explained that his proposed amended minutes were of the same level of detail as the July 9, 2014 minutes. He noted the removal of the detail of the discussion in the minutes coincided with the removal of the audio from commission meetings and that he felt that it is important that a record be kept of the deliberations of the commission so that it is



Traffic Commission

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known to the council, to the public and so that there is a reference for future traffic commissions to understand what this commission considered in making a recommendation. He indicated that without a record of the discussions that took place, all we have is the vote that was taken and that does not provide the public, future commissions or the Council of what took place. He also noted that in the October Traffic Commission meeting, Councilman Kraft reminded the commission of the importance of the commission's minutes because of the legal ramifications of the commission's recommendations. Mr. Hales said that he did not understand why the commission's minutes have been so dramatically reduced.

Chairwoman Wofsey indicated that she believed the minutes had been dramatically reduced because the city as a policy matter has instructed its staff to shorten the minutes for all commission and boards.

Mr. Hales stated that in October meeting, the Commission's council liaison told the commission that it was up to the commission as to how the commission wanted to record its minutes. Mr. Hales indicated that he was not informed that there was going to be a change to how the minutes were kept and that the commission never discussed it.

Mr. Hales made a motion to amend the minutes as presented.

Chairwoman Wofsey said that she didn't think that procedurally a motion could be made to amend the minutes with a motion on the floor.

Mr. Kraft indicated that he did previously say that the commission could decide to record, meaning make a recording, but gave no opinion on recording minutes.

Mr. Hales said he had revisited the audio from that meeting and what he took from Mr. Kraft's statement was that the traffic commission minutes are longer than most commissions and that is a decision that the commission makes.

Mr. Kraft indicated that was correct and usually changes to the minutes are made in advance, not one minute before the meeting starts. He noted that the commission had spent 20 minutes going over the minutes and discussing their length. He indicated that if the commission wants to spend its time arguing over the minutes, it can, but not to misquote him.

Mr. Hales stated that he had not misquoted Mr. Kraft.

Chairwoman Wofsey indicated that she found the description of what Mr. Wilson said in the proposed amended minutes to be problematic and would not be ready to vote on the amended minutes that evening. Chairwoman Wofsey indicated that we had a motion on the floor and that she thought the commission should vote that up or down.

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Mr. Kraft indicated that a motion may be made to amend the minutes with a second but that the Chair could rule that substantively it is such a large motion that it's really not an amendment.

Chairwoman Wofsey suggested that we table the approval of the minutes until the next meeting so that we can get clarification on how the minutes should be recorded.

Mr. Womack noted that he didn't understand why there was a sudden change either.

Mr. Warbin moved to postpone the approval of the minutes of the November 12, 2014 until the next Traffic Commission meeting scheduled for January 14, 2015. Motion was seconded by Ms. Creer and unanimously approved.

Agenda Items:

A. Stop Sign on Lafon Place at Gay Ave

Ms. Gutierrez presented the request from David Bishop to install a "Stop" sign on Lafon Place at Gay Avenue. Due to geometry of the intersection and the obstructed sightline at the northeast corner of the intersection sight visibility, City Staff recommends approval of this installation.

Officer Marqul noted that in the last three years there have been no accidents at this intersection.

Mr. Warbin indicated that he drove through the intersection today and that he thought it was difficult to tell based on how the roads were set up, who has the right-of-way.

Mr. Warbin moved to approve the requested stop sign on Lafon Pl at Gay Ave. The motion was seconded by Mr. Womack and unanimously approved.

B. Parking restriction on Pershing Ave east of Midvale Ave

Ms. Gutierrez presented the request from Robert and Sarah Elgin to prohibit parking on the north side of Pershing Avenue, between the signalized crosswalk and Midvale Avenue. City Staff recommends restricting parking as requested to for safety reasons enhance visibility at the intersection.

Chairwoman Wofsey indicated that when she drove by, the gates to the subdivision were closed and asked what the policy was regarding the gates.

Mr. Kraft said that the gates to University Hills should alternate but because of construction in the neighborhood the gates have not recently been closed as much.



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Mr. Warbin noted that because of the nature of the roads, traffic from both Pershing and the Parkway exiting on to Pershing can pose a danger to drivers trying to turn left out of Midvale Drive on to eastbound Pershing.

Mr. Warbin moved to approve the parking restriction on the north side of Pershing Ave between Midvale Ave and the crosswalk to the east. The motion was seconded by Mr. Hales and unanimously approved.

C. Parking restriction on Midland Ave north of Delmar Blvd

Ms. Gutierrez presented the request from a daily commuter to prohibit parking on the west side of Midland Ave from 7 am to 9 am every day of the week.

The City had a signed restriction on the west side of Midland Ave between Princeton Ave and Delmar Blvd, to allow 1-hour Parking from 9AM to 5PM. This restriction is included in the City's Traffic Code.

The vehicles parked on Midland Blvd impeded the normal flow of south bound traffic during morning peak hour, for both left and right turns onto Delmar Blvd.

St. Louis County has jurisdiction over Midland Blvd and any regulations related to traffic and parking needs to be approved by the County Council. The 1-hour parking restriction was not incorporated in the County's Traffic Code, therefore was not a legal regulation.

St. Louis County forces recently removed the "1-hour parking 9AM – 5PM" sign, and installed a "No Parking any time", to correct the field conditions and to be in line with the County's Traffic Code.

St. Louis County staff recommended revising the City's Traffic Code to follow the County's parking regulation which is a corner clearance. The purpose of the restriction is to keep a standard sight distance and safety at the intersections.

City Staff recommends following St. Louis County's instruction to restrict parking along Midland Blvd between Princeton Avenue and Delmar Blvd at all times, and remove the 1-hour parking regulation from the City's Traffic Code. The parking restriction is to enhance traffic flow, especially during morning peak hour.

Chairwoman Wofsey said she regularly drives this stretch of Midland and believes that the parked cars present a danger.

Mr. Womack moved to approve the elimination of the 1-hour parking restriction on the West side of Midland Ave between Delmar Blvd and Princeton Ave. The motion was seconded by Mr. Hales and unanimously approved.



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Council Liaison Report

Councilmember Kraft reported that the Loop Trolley Project bids are all in and the owner will provide an update on December 27, 2014.

Miscellaneous Business

Traffic Commission meetings will be recorded by a member of the Traffic Commission.

Chairwoman Wofsey discussed the email sent to City Manager Lehman Walker requesting that staff continue to record the traffic commission meetings and Mr. Walker's response that the commission members were free to record the meetings themselves. She indicated that she had a brief phone call with the City Manager in which he indicated that as far as he was concerned it's a policy matter and that staff is not going to be making recordings.

Mr. Womack asked if the Traffic Commission is the only commission to no longer be recorded and asked why the recordings were being stopped now.

Chairwoman Wofsey indicated that all recordings of commission meetings have stopped and she did not know why as to the timing.

- Police Officer Margul reported that Speed Trailer is now functioning and was deployed to the Lafon PI and Gay Ave intersection.

Mr. Hales had a follow-up on Mr. Womack's first comment and asked why have the recordings been discontinued and why has there been no explanation as to why the recordings have been discontinued. He urged his fellow commissioners to go back through our previous meeting minutes and look at how they were prepared, and noted they have always been very detailed as it relates to the discussion that takes place, noting that the July meeting minutes included the Chair's announcement that there would be no August meeting. He indicated that he was troubled that the commission no longer has recordings of the meetings and now the commission has minutes that are being prepared with a far different standard he had observed in his year and a half serving on the commission.

The meeting was adjourned at 7:14 pm

Minutes prepared by Angelica Gutierrez, Public Works and Parks Department and Amended by Commissioner Jeff Hales as underlined throughout the document.

INTRODUCED BY:

DATE: March 9, 2015

BILL NO. 9256

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE III, TABLE III-C AND TABLE III-E OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.

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

Section 1. Schedule III, Table III-C and Table III-E of the Traffic Code of the University City Municipal Code is amended as provided herein. Language to be deleted from the Code is represented as ~~stricken through~~; language to be added to the Code is **emphasized**. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance is represented by an ellipsis and remains in full force and effect.

Section 2. Schedule III of the Traffic Code of the University City Municipal Code is hereby amended to remove the parking restrictions on the west side of Midland Boulevard and to create a new parking prohibition on Pershing Avenue, which the City had designated as a place where parking of vehicles is restricted for one (1) hour and prohibited at all times. Such portions of "Schedule III" of the Traffic Code shall be amended as follows:

Traffic Schedule

Schedule III: Parking Restrictions

Table III-C One-Hour Parking Zones

...

~~F. The following streets or parts of streets are designated as places where parking of vehicles is restricted to a period of one (1) hour between the hours of 9:00 A.M. and 5:00 P.M. on any day within the meaning of the Title:~~

~~Midland Boulevard:~~

~~West side thereof between Delmar Boulevards and Princeton Avenue.~~

* * *

Table III-E Parking Prohibited On Certain Streets At All Times

The following streets or parts of streets are designated as places where the parking of vehicles is prohibited at all times:

...

Pershing Ave:

North side from thereof from Midvale Ave to a point 65 feet eastwardly thereof.

* * *

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

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

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

PASSED THIS _____ day of _____ 2015

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: March 23, 2015

AGENDA ITEM TITLE: Stop sign Lafon Place and Gay Avenue

intersection **AGENDA SECTION:** Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a request to install a new stop sign on Lafon Place at Gay Avenue.

A stop sign is warranted at this location due to geometry of the intersection and the obstructed sightline at the northeast corner of the intersection.

At the December 2014 Traffic Commission meeting, the Traffic Commissioners reviewed the request to create the new location as a stop intersection and recommended approval by the City Council.

The Traffic Code will have to be amended at Schedule VII, Stop Intersections, Table VII-A Stop Intersections to include this location.

RECOMMENDATION:

Staff recommends approval of this request; therefore amend the Traffic Code Chapter 300 – Schedule VII Stop Intersections, Table VII-A Stop Intersections.

ATTACHMENTS:

- Bill amending Chapter 300 – Schedule VII Stop Intersections.
- Minutes of the December 10, 2014 Traffic Commission Meeting
- Staff Report

STAFF REPORT

MEETING DATE: December 10, 2014
APPLICANT: David Bishop
Location: Lafon Place at Gay Avenue
Request: Stop Sign installation
Attachments: Traffic Request Form

Existing Conditions:

Lafon Place at Gay Avenue intersection and proposed stop sign location



Currently there are no stop signs at this intersection.

According to the Manual on Uniform Traffic Control Device MUTCD, the use of YIELD or STOP signs should be considered at the intersection of two minor streets or local roads where the ability to see conflicting traffic on an approach is not sufficient to allow a road user to stop or yield in compliance with the normal right-of-way rule if such stopping or yielding is necessary; and/or crash records indicate that five or more crashes that involve the failure to yield the right-of-way at the intersection under the normal right-of-way rule have been reported within a 3-year period, or that three or more such crashes have been reported within a 2-year period.

Request:

Installation of a "Stop" sign on Lafon Place at Gay Avenue

Conclusion/Recommendation:

Due to geometry of the intersection and the obstructed sightline at the northeast corner of the intersection sight visibility, City Staff recommends approval of this installation.

The Traffic Code will have to be amended at Schedule VII, Stop Intersections, Table VII-A Stop Intersections.



Traffic Commission

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CITY OF UNIVERSITY CITY MINUTES OF THE TRAFFIC COMMISSION December 10, 2014

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- Robert Warbin
- Jeff Hales
- Jackie Womack
- Eva Creer
- Curtis Tunstall

Also in attendance:

- City Engineer, Sinan Alpaslan
- Councilmember Stephen Kraft
- Public Works and Parks Liaison, Angelica Gutierrez
- Police Department Representative P.O. Shaun Margul

Absent (excused):

- Traffic Commissioner Mark Barnes

Approval of the Agenda

Mr. Tunstall moved to approve the meeting agenda. The motion was seconded by Mr. Womack and unanimously approved.

Approval of the Minutes for the November 12, 2014 meeting

Mr. Warbin moved to approve the minutes as originally written. The motion was not seconded.

Mr. Hales presented substantial amendments to the minutes at the time of the meeting.

There was a discussion about Mr. Hales' requested amendments. Dr. Warbin indicated that he would like to know if Robert's Rules offers any guidance as to how minutes should be recorded. He noted that the majority of the requested amendments dealt more with the deliberation of the commission and indicated that he thought deliberation is less important than the votes taken on motions and would like to look into it.

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Mr. Womack noted that he didn't understand why there was a sudden change either.

Mr. Warbin moved to postpone the approval of the minutes of the November 12, 2014 until the next Traffic Commission meeting scheduled for January 14, 2015. Motion was seconded by Ms. Creer and unanimously approved.

Agenda Items:

A. Stop Sign on Lafon Place at Gay Ave

Ms. Gutierrez presented the request from David Bishop to install a "Stop" sign on Lafon Place at Gay Avenue. Due to geometry of the intersection and the obstructed sightline at the northeast corner of the intersection sight visibility, City Staff recommends approval of this installation.

Officer Marqul noted that in the last three years there have been no accidents at this intersection.

Mr. Warbin indicated that he drove through the intersection today and that he thought it was difficult to tell based on how the roads were set up, who has the right-of-way.

Mr. Warbin moved to approve the requested stop sign on Lafon Pl at Gay Ave. The motion was seconded by Mr. Womack and unanimously approved.

B. Parking restriction on Pershing Ave east of Midvale Ave

Ms. Gutierrez presented the request from Robert and Sarah Elgin to prohibit parking on the north side of Pershing Avenue, between the signalized crosswalk and Midvale Avenue. City Staff recommends restricting parking as requested to for safety reasons enhance visibility at the intersection.

Chairwoman Wofsey indicated that when she drove by, the gates to the subdivision were closed and asked what the policy was regarding the gates.

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C. Parking restriction on Midland Ave north of Delmar Blvd

Ms. Gutierrez presented the request from a daily commuter to prohibit parking on the west side of Midland Ave from 7 am to 9 am every day of the week.

The City had a signed restriction on the west side of Midland Ave between Princeton Ave and Delmar Blvd, to allow 1-hour Parking from 9AM to 5PM. This restriction is included in the City's Traffic Code.

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City Staff recommends following St. Louis County's instruction to restrict parking along Midland Blvd between Princeton Avenue and Delmar Blvd at all times, and remove the 1-hour parking regulation from the City's Traffic Code. The parking restriction is to enhance traffic flow, especially during morning peak hour.

Chairwoman Wofsey said she regularly drives this stretch of Midland and believes that the parked cars present a danger.

Mr. Womack moved to approve the elimination of the 1-hour parking restriction on the West side of Midland Ave between Delmar Blvd and Princeton Ave. The motion was seconded by Mr. Hales and unanimously approved.



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Council Liaison Report

Councilmember Kraft reported that the Loop Trolley Project bids are all in and the owner will provide an update on December 27, 2014.

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Traffic Commission meetings will be recorded by a member of the Traffic Commission.

Chairwoman Wofsey discussed the email sent to City Manager Lehman Walker requesting that staff continue to record the traffic commission meetings and Mr. Walker's response that the commission members were free to record the meetings themselves. She indicated that she had a brief phone call with the City Manager in which he indicated that as far as he was concerned it's a policy matter and that staff is not going to be making recordings.

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- Police Officer Margul reported that Speed Trailer is now functioning and was deployed to the Lafon PI and Gay Ave intersection.

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The meeting was adjourned at 7:14 pm

Minutes prepared by Angelica Gutierrez, Public Works and Parks Department and Amended by Commissioner Jeff Hales as underlined throughout the document.

INTRODUCED BY:

DATE: March 9, 2015

BILL NO. 9257

ORDINANCE NO. _____

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.

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

Section 1. Schedule VII, Table VII-A. Stop Intersections of Chapter 300 of the Traffic Code, of the University City Municipal Code is amended as provided herein. Language to be added to the Code is **emphasized**. This Ordinance contemplates no revisions to the Code other than those so designated; any language or provisions from the Code omitted from this Ordinance is represented by an ellipsis and remains in full force and effect.

Section 2. Chapter 300 of the University City Municipal Code is hereby amended to add a new location where the City has designated as a stop intersection, to be added to the Traffic Code – Schedule VII, Table VII-A, as follows:

Schedule VII: Stop Intersections

Table VII-A. Stop Intersections

Stop Street	Cross Street	Stops
Lafon Place	Gay Avenue	-

* * *

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

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

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

PASSED THIS _____ day of _____ 2015

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

URBAN FORESTRY COMMISSION MEETING
January 14, 2015

Members Present: Irv Logan, Jack Breier, James Crowe, Linda Fried, Theo Smith, Tom Sontag, Beth Skelton, Paulette Carr

Meeting called to order at 7:00 pm by President Linda Fried

Nomination and election of officers: Tom nominated Jack for president, Linda second; since there were no other nominations Jack was elected. Linda nominated Beth for vice president, Theo second; since there were no other nominations Beth was elected.

Minutes were read; Jack motioned to accept with corrections, Linda second, motion passed.

Council Liaison Update: Paulette is working on clarifying the commission appointments and terms with the city clerk, and will have a report next meeting. There are two readings scheduled for the city council concerning a bond issue for improvements to city parks and streets. Beth asked if the bill to amend the city ordinance concerning the commission was going to be placed on the city council agenda again. Paulette reported that there was no movement at this time to place that item on the agenda.

Monthly Forestry Reports: After review Jack motioned for approval, Tom second, motion passed

Old Business:

- A) By- Law Discussion: Jack motioned that the commission draft by-laws, Tom second and requested discussion. After discussion, Jack agreed to draft by-laws, and email the group with a vote at the next meeting.
- B) Arbor Day: Linda and Beth discussed holding the event in conjunction with the Green Center and a planting in Ruth Park along the bird corridor. Linda will coordinate with Green Center and set a date.

New Business

- A) 2015 Tree Bid Contract: The contract was awarded to Gamma Tree Service.

Update of Development Projects: none

Citizens' comments: Jack announced the terminal illness of board member Carol Dean and the sympathies of the commission go out to her and her family. This meeting is the last for Linda Fried and the commission thanks her for her leadership and service.

Jack motion for adjournment, Tom second, meeting adjourned at 8:20pm

Submitted by James Crowe