



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
City of University City, Missouri 63130  
**February 9, 2015**  
**6:30 p.m.**

**A. MEETING CALLED TO ORDER**

**B. ROLL CALL**

**C. APPROVAL OF AGENDA**

**D. PROCLAMATIONS**

1. Returning Artist Series: recognition for poet/educator DuEwa Frazier

**E. APPROVAL OF MINUTES**

1. January 26, 2015 City Council Regular Session

**F. APPOINTMENTS**

1. Rosalind Turner is nominated for appointment to the Library Board by Mr. Sharpe, replacing Harold Williams.
2. Rev. Mary Harvey is nominated for appointment to the Urban Forestry Commission by Mr. Glickert, replacing Linda Fried.
3. Mark Wallace is nominated for appointment to the Urban Forestry Commission by Mayor Welsch.
4. Barbara Chicherio is nominated for appointment to the Urban Forestry Commission by Mr. Crow, replacing Jack Breier.
5. Orlando Watson is nominated for appointment to the Youth Commission by Mayor Welsch.
6. Ed Mass is nominated for reappointment to Park Commission by Mr. Kraft.
7. Jeffrey Hales is nominated for reappointment to Traffic Commission by Mr. Kraft.
8. Cirri Moran and Michael Miller are nominated for reappointment to the Plan Commission by Mr. Glickert.

**G. SWEARING IN**

1. Elizabeth Norton to be sworn in to the CALOP commission.
2. Raheem Adegbeye was sworn in the the Economic Development Retail Sales Tax board in the City Clerk's office.

**H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

**I. PUBLIC HEARINGS**

**J. CONSENT AGENDA**

**K. CITY MANAGER'S REPORT**

1. Traffic Commission's Annual Report.  
*INFORMATION ONLY*
2. Approval to grant authority to the City Manager to sign and enter into a contract with the consultant EFK Moen, LLC., for consulting services on federal aid projects, with a maximum compensation of \$59,358.80: \$30,086.48 for design services and \$20,272.32 for construction engineering services.  
*VOTE REQUIRED*

3. Approval of award to grant authority to the City Manager to execute the Public Works Emergency Response Mutual Aid Agreement.  
*VOTE REQUIRED*
4. Approval to grant authority to the City Manager to sign and enter into a contract with the consultant TREKK Design Group for a maximum compensation of \$58,430.00, for the design of 100 ADA-compliant curb ramps.  
*VOTE REQUIRED*
5. Approval to grant authority to the City Manager to sign and enter into a contract with the consultant Oates Associates for a maximum compensation of \$112,000.00, for the design of 250 ADA-compliant curb ramps.  
*VOTE REQUIRED*
6. Approval to grant a package liquor license to Millbrook Pharmacy, 7010 Pershing, to include Sunday sales  
*VOTE REQUIRED*
7. Approval of additional leave time for an in-service injury for Officer Hoelzer.  
*VOTE REQUIRED*
8. Approval to grant authority to the City Manager to sign and enter into a contract with MSW Marketing.  
*VOTE REQUIRED*

**L. UNFINISHED BUSINESS**

*BILLS*

**M. NEW BUSINESS**

*RESOLUTIONS*

1. **Resolution 2015 – 1** A resolution engaging the services of WM Financial Strategies,, as financial advisor and Gilmore & Bell P.C., as bond counsel, in connection with the issuance of General Obligation Bonds by the City.
2. **Resolution 2015 – 2** A resolution submitted by Dr. Carr and Mr. Crow - City produced literature in connection with bond issues
3. **Resolution 2015 – 3** A resolution submitted by Mr. Kraft and Mr. Sharpe to grant up to \$30,000 for the City Manager to spend on material to educate voters on the City's bond issues on the April 7, 2015 General election ballot.

*BILLS*

4. **BILL 9252** – An ordinance creating a new Section 605.290 of Chapter 605 of the Municipal Code of the City of University City, Missouri enacting and adopting “Outdoor Dining Regulations”.
5. **BILL 9253** – An ordinance repealing Section 126.230 of Chapter 125 of the Municipal Code of the City of University City, Missouri “Establishment of Municipal Divisions – Selection of Judges” in its entirety.

**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**  
**CITY HALL, Fifth Floor**  
**6801 Delmar Blvd.**  
**City of University City, Missouri 63130**  
**January 26, 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, January 26, 2015, Mayor Shelley Welsch called the meeting to order at 6:30 p.m.

**B. ROLL CALL**

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

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

Also in attendance was Lehman Walker, City Manager.

**C. APPROVAL OF AGENDA**

Mr. Glickert moved to approve the agenda as presented, seconded by Mr. Jennings.

Dr. Carr questioned if the motion was to approve the agenda that had been provided to them this evening and if so, what changes had been made to the new agenda. Mayor Welsch stated that the reappointments for Mr. Mass, Mr. Tunstall, Ms. Moran and Mr. Miller, as well as the appointments for Ms. Turner and Rev. Harvey had been added.

Dr. Carr asked if there was an urgent need for any of these appointments since Council had not been provided with a 24-hour notice. Mr. Sharpe noted that the application was submitted on time but the City Clerk was out and was unable to send out the application to Council. He stated that he had been informed that the Library Board has not been able to meet because of a lack of a quorum.

Dr. Carr asked when the Library's was scheduled to conduct their next meeting. Mr. Crow stated that as the liaison for that Commission since the Library Board's next meeting was not until February 11th.

Mr. Crow stated that at some point Council has to start acknowledging the rules. So if all of these appointments are coming in at the last minute without notice, and there is no reason to expedite them, they can be noted on the next Council agenda.

Mr. Sharpe stated that he would be willing to postpone the appointments if that was Council's desire.

Mr. Glickert asked if Council had received Rev. Harvey's application, and if so, whether Council had a chance to review it. Ms. Pumm stated that the application had been sent by email earlier today.

Mayor Welsch stated that while she had no problem postponing approval until the next meeting she would like to remind Council that Ms. Pumm had informed everyone that even though she was adding the appointments to tonight' agenda, it would be up to Council to decide whether or not to vote on them.

Mr. Kraft made a motion to remove all of the appointments from the agenda and reschedule them for the next meeting, seconded by Mr. Glickert.



Mayor Welsch stated that she would like to retain the appointments for Raheem Adegboye and Beth Norton, since they had been in compliance with the Sunshine Law.

Mr. Jennings moved to amend the motion to exclude the appointments of Raheem Adegboye and Beth Norton from removal from the agenda.

Voice vote on Mr. Kraft's motion to remove and Mr. Jennings' amended motion carried unanimously.

#### **D. PROCLAMATIONS**

1. Proclamation for Michael Castro – Mayor Shelley Welsch read her proclamation in honor of U City resident Michael Castro, just named as the first Poet Laureate of St. Louis. Councilmember Arthur Sharpe presented Mr. Castro with the proclamation.  
Saturday, January 31, 2015 was proclaimed as Michael Castro Day.

#### **E. APPROVAL OF MINUTES**

1. January 5, 2015, City Council Study Session minutes were moved for approval by Mr. Sharpe, seconded by Mr. Jennings.

Mr. Crow requested the following change be made, "*Wilson noted that through a bond issue Clayton improved its streets to this rating,*" to read, "*Wilson noted that through a bond issue Clayton is improving its streets*".

Voice vote to approve the minutes as amended carried unanimously.

2. January 12, 2015 City Council Regular Session minutes were moved by Mr. Jennings, seconded by Mr. Sharpe and the motion carried unanimously.

#### **F. APPOINTMENTS**

1. Raheem Adegboye was nominated for appointment to the Economic Retail Sales Tax Board by Mayor Welsch, replacing Barbara Sydnor, seconded by Mr. Glickert and the motion carried unanimously.
2. Beth Norton was nominated for appointment to CALOP commission by Mayor Welsch, replacing Bernetta Smith/Campbell, seconded by Mr. Jennings and the motion carried unanimously.

Mr. Crow asked the Mayor if there is a deadline that Council has to adhere to in making reappointments. Mayor Welsch informed Mr. Crow that there is a deadline for appointments, but not for reappointments.

#### **G. SWEARING IN**

1. Bradley Heinemann was sworn in to the Arts and Letters Commission.
2. Edward Luby was sworn in to the CALOP Commission in the City Clerk's office.

#### **H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**

##### **Raheem Adegboye, 7629 Canton Avenue, University City, MO**

Mr. Adegboye expressed his desire for the members of City Council to start working together for the unity and progress of University City.

#### **I. PUBLIC HEARINGS**

#### **J. CONSENT AGENDA**

#### **K. CITY MANAGER'S REPORT**

1. Approval to authorize the City Manager to execute contract between the City and the Police Union.

Mr. Sharpe moved to approve, seconded by Mr. Glickert and the motion carried unanimously.  
February 9, 2015

2. Approval to authorize the City Manager to accept agreement with the Missouri Department of Economic Development Division of Energy.

Mr. Jennings moved to approve, seconded by Dr. Carr.

Mr. Glickert questioned the lengthy implementation time. Richard Wilson, Director of Public Works and Parks stated that 18 months represents the maximum time allowed for completion. The work may be completed sooner.

Voice vote on the motion carried unanimously.

3. Approval of award to Pat Kelly Equipment for a Compact Track Loader in the amount of \$116,638.08.

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

## L. UNFINISHED BUSINESS

### *BILLS*

1. **BILL 9248** – An ordinance amending Chapter 410 of the Building Code, to revise floodplain management as provided herein. Bill 9248 was read for the second and third time. Bill 9248 had its second and third readings.

Dr. Carr moved to approve Bill 9248, seconded by Mr. Glickert.

Roll Call vote was:

**AYES:** Mr. Jennings, Dr. Carr, Mr. Kraft, Mr. Crow, Mr. Glickert, Mr. Sharpe and Mayor Welsch.

**NAYS:** none

Bill 9248 carried unanimously and became Ordinance Number 6977.

2. **BILL 9249** – An ordinance creating a new Section 210.120 of Chapter 210 of the Municipal Code of the City of University City, Missouri enacting and adopting “Interference and/or abuse of a police service animal”. Bill 9249 read for the second and third time. Bill 9249 had its second and third readings.

Mr. Sharpe moved to approve Bill 9249, seconded by Mr. Jennings.

Roll Call vote was:

**AYES:** Mr. Jennings, Dr. Carr, Mr. Kraft, Mr. Crow, Mr. Glickert, Mr. Sharpe and Mayor Welsch.

**NAYS:** none

Bill 9249 carried unanimously and became Ordinance Number 6978.

3. **BILL 9250** – An ordinance calling a General Obligation Bond election in the City of University City, Missouri for street, sidewalks and alley improvements and authorizing certain actions in connection therewith. Bill 9250 read for the second and third time. Bill 9250 had its second and third readings.

Mr. Glickert moved to approve Bill 9250, seconded by Mr. Jennings.

### CITIZEN'S COMMENTS

#### **Maggie Stanley Majors, 6554 Avalon Avenue, University City, MO**

Ms. Majors commended the City for its high level of service to citizens and stressed the need for improvements to the streets, sidewalks and alleys in the Third Ward. Ms. Majors submitted images of the piles of trash being dumped in alleys throughout Ward 3.

**Tom Sullivan, 751 Syracuse, University City, MO**

Mr. Sullivan expressed his opposition to Bill 9250, along with the following concerns:

1. Reduction in street sweeping
2. Noncompliance with the Sunshine Law/notice of meetings
3. Violation of Election Laws/removal of signs

Mayor Welsch read the following comment sent in by **Shari LeKane-Yentumi of 6939 Dartmouth Avenue, University City, MO.**

Ms. LeKane-Yentum supports the bond issues for improvements to the University City roads and parks. She welcomed the improvements to River des Peres. Many who live in close proximity to the river are concerned not only about the aesthetics, but the smell emitted by the river.

**COUNCIL'S COMMENTS**

Mr. Crow addressed the following questions to Council and/or City staff:

1. *Was October the 28th the first time that the ad hoc committee was convened?* Mr. Walker stated that it was.
2. *Who initiated this process?* Mr. Walker stated that he had initiated the process.
3. *Who selected the members of the ad hoc committee?* Mr. Walker stated that he has been concerned about the condition of the City's infrastructure and how it should be financed for some time, so he made the decision to consult with other individuals to seek their opinion.
4. *Were the Mayor, Mr. Sharpe, Ed Schmidt, Ed McCarthy, Rich Wilson and John Solodar the individuals selected to be members of this ad hoc committee?* Mr. Walker stated that he had asked them to participant.
5. *What criteria were used to select members of the ad hoc committee?* Mr. Walker stated that these were people that he has worked with in the past on financial matters.
6. *Was any thought given to utilizing a broader public engagement process?* Mr. Walker stated that he had not.
7. *Was any thought given to including members of the Olive Business Owner's Association, Loop Special Business District, owners of large rental complexes within University City, attorneys, real estate agents or members of the Park Commission?* Mr. Walker stated that he had not.
8. *Was any thought given to including residents that live north of Olive or south of Delmar?* Mr. Walker stated that Councilmember Sharpe lives north of Olive; however he had not taken geographic considerations into account.
9. *Did any public notice go out for the four meetings that were held?* Mr. Walker stated that there was no requirement for public notices.
10. *Is it true that Councilmember Sharpe never attended any of these meetings?* Mr. Walker stated that was correct.
11. *Were any other members of Council invited to attend these meetings?* Mr. Walker stated that Councilmember Kraft had been invited.
12. *Was bond insurance discussed at these meetings?* Mr. Walker stated that it was not necessary to discuss insurance, since the purpose of the committee was to talk about whether there was interest and information that could be considered with respect to the condition of City streets.
13. *Will bond insurance be required for this proposal?* Mr. Walker stated that it would be, and it is something that he will be recommending to Council.
14. *Do you know what the cost of bond insurance will be?* Mr. Walker stated that he did not.
15. *Were outside professionals utilized to assist with this proposal?* Mr. Walker stated that he had discussed the matter with Joy Howard of W.M. Strategies, who is the City's financial advisor, and conducted a preliminary discussion with Jason Terry of Gilmore and Bell.
16. *Has Gilmore and Bell already been retained?* Director of Finance, Tina Charumilind stated that they have not been retained.
17. *Were these professionals contacted after Council's Study Session on January 5th?* Mr. Walker stated that it is customary for staff to have ongoing discussions with its financial advisor, therefore he cannot remember if this specific discussion was before or after the meeting. However he does not believe that Gilmore & Bell had been contacted before the meeting. Mr. Crow noted that Gilmore & Bell had forwarded an engagement letter to the City on December 29th.

18. *How many companies did the City consider prior to the selection of WM Strategies?* Mr. Walker stated that he did not remember and took exception to being put on the spot at tonight's meeting when Mr. Crow had three weeks to submit them to him in writing. Mr. Crow noted that the minutes of January 5th reflected his request to make the financial advisors, attorneys and underwriters available for tonight's meeting.

Mayor Welsch advised Mr. Crow that his first ten minutes for comments had elapsed.

Dr. Carr read the following Revised Missouri Statute 610.010, Sections 4 and 4(e), into the record, "*A public governmental body is among other things, any department or division of the State of any political subdivision of the State, of any county or of any municipal government. Any committee appointed by or at the direction of any of the entities and which is authorized to report to any of the above named entities, any advisory committee appointed by or at the direction of any of the names entities for the specific purpose of recommending directly to the public governing board or its chief administrative officer*". She stated that the current issue is whether a committee formed to advise the City Manager was subject to the Sunshine Law, and based upon the aforementioned Statute notices should have been posted.

Dr. Carr then expressed her concerns associated with the ad hoc committee:

- Lack of geographic diversity
- Lack of public engagement
- Lack of gender, racial or socioeconomic diversity
- Lack of Council engagement

Mr. Walker stated that the opportunity that presents itself is for Council to decide whether they wish to proceed by placing the bond issues on the ballot and allow the public to vote on it.

Dr. Carr stated that her concern is that the public did not have an opportunity to weigh-in on what they would like to see funded by this bond issue. She then asked Mr. Walker if it would be fair to say that since only two members of Council had been involved in the committee meetings that essentially they were the architects of this bond issue?

Point of Order: Mr. Kraft stated that Dr. Carr was implying motives for people who have not a chance to speak for themselves.

Mr. Walker stated that there was no architect, merely his idea in terms of how to address some of the City's financial and infrastructure issues. Dr. Carr noted that Mayor Welsch had mentioned these 20 million dollars in her May 2010 editorial and Mr. Kraft mentioned it during his reelection campaign.

Point of Order: Mr. Kraft stated that he does not remember mentioning 20 million dollars in any of his literature.

Dr. Carr asked why a detailed report from the financial advisor explaining their recommendation of a general obligation bond rather than certificates of participation, as well as the legal opinion of bond counsel were not provided prior to the presentation of this ordinance. Mr. Walker stated that they had not been provided because they are not needed for Council to make this decision. Dr. Carr asked who had written the ordinance. Mr. Walker stated that it had been written by the Finance Department in conjunction with the City Attorney.

Dr. Carr stated that 20 years ago the City passed a general obligation bond issue with a capital investment sales tax that generates over two million dollars annually. The City pledged to use the sale tax to avoid paying additional property taxes. Since this ordinance will drastically increase property taxes, should the City dispose of that sales tax?

She stated that expert opinions are necessary to understand what Council will be doing to its citizen's finances and moved to postpone the vote pending a full report by the financial advisor and legal opinion by bond counsel, seconded by Mr. Crow.

Mayor Welsch asked Mr. Walker if a postponement of this ordinance would have any impact on the City's ability to place this on the April ballot. Mr. Walker stated that should Council vote to postpone it would kill the opportunity to proceed with a bond issue in April.

Roll Call vote was:

**AYES:** Mr. Jennings, Mr. Kraft, Mr. Glickert, Mr. Sharpe and Mayor Welsch.

**NAYS:** Mr. Crow and Dr. Carr.

The motion to postpone failed.

Mr. Kraft stated that a bond issue is about as democratic as it gets. Citizens have the opportunity to decide whether they want to spend the money or not. He stated that the City's streets are not in good shape. And while the City could go on spending its reserves to make improvements for perhaps another year, with a 26 million dollar operating budget it would take major cuts and numerous years to bring the streets up to an acceptable condition. Mr. Kraft stated that this is an unusually good time to do streets since interest rates, as well as the price of asphalt are at historic lows. He stated that the last bond issue for streets was in 1993, so he believes that the responsible thing for Council to do is to look at this and say if you want better streets then the City would propose a bond issue to help accomplish that.

Mr. Glickert stated that prior to the meeting, he was in the 3rd Ward visiting a citizen who has lived there for 89 years and is very interested in the renovation of the streets as determined by the Public Works and Parks Department. Mr. Glickert stated that he would agree that this a good time to present this proposal from a financial standpoint, and that the renovations are greatly needed, especially on Etzel Avenue which is a main arterial that runs from University City into the City of St. Louis. He noted that there is a scale adopted by the City called the P.A.S.E.R. Scale, which has rated the City's streets at 6.1 out of a possible 10. So if this proposal goes down, it is going to come back sooner or later because the City's infrastructure is not going to improve.

Mr. Jennings stated that one of the frequently discussed topics by citizens of the 3rd Ward is the condition of their streets and the belief that previously they have been slighted when it came to street repairs in Ward 3. In looking at this bond issue, half of the money will go towards the renovation of the 3rd Ward streets and he was sure his residents would be very supportive of the bond issues.

Mr. Sharpe stated that the City's issue with respect to streets is basically, fix me now or fix me later. Seemingly this is a good time to present a bond issue that would improve this City, but it is the people's choice.

Dr. Carr posed the following questions to the Mayor:

1. *Mayor Welsch, did you inform any members of Council that you were meeting with the ad hoc committee to discuss this bond issue?* Mayor Welsch stated that she would not be interrogated while on the podium and reminded Dr. Carr that she could call her office to address any questions she might have.
2. *Why would you represent yourself as being uninformed when you wrote the following statements in your January 4th newsletter: "On Monday, January 5th City Manager Walker has scheduled a Study Session for the City Council. At this meeting Mr. Walker is going to present his analysis of the capital needs for University City. I expect that he will be making a recommendation on what we do. I look forward to hearing what he has to say"?*

Dr. Carr stated that in 2012 Mayor Welsch wrote that the City needed to protect its reserves and decried the use of approximately \$800,000 for street repairs. That year the City had a record surplus and spent record lows on maintenance. The following year the Mayor was eager to use four million dollars from reserves for street repairs and touted the surplus budget and wise use of the City's reserves for that purpose, right before the election.

Dr. Carr then posed the following questions to Mr. Kraft and Mr. Walker:

1. *Mr. Kraft why didn't you inform Council during their Study Session that you had been a participant in all of the ad hoc committee meetings?*

2. *Mr. Kraft authored an article in ROAR'S during his campaign in which he wrote, "University City has met the challenge. With savings from management reorganization University City has a budget that maintains City services and fixes streets that are long overdue for repair. There are no cuts in City services." So have we met the challenge and fixed the streets or; now that you've been elected, are the streets in poor condition?*
3. *Mr. Walker, have we taken an inventory of our streets since the City spent approximately 5 million dollars on street and sidewalk projects over the last two years?* Mr. Walker stated that his belief is that an inventory has been done.
4. *Is that inventory published, and if so, can she be provided with a copy of it?* Mr. Walker stated that if the inventory is available he will provide it to all members of Council.
5. *Why haven't the potholes been patched?*

Dr. Carr stated that she has a long list of things she believes should be financed by a bond issue, but had no idea that the City was even considering one. She then noted that repairing the streets does not eliminate the need for maintenance.

Mr. Crow stated that he is intrigued with the fact that a bond issue for 20 million dollars is moving at such a warped rate of speed. He believed that as elected officials, Council should have had the opportunity to do their homework before the ordinance is presented to the public.

Mr. Crow stated that one provision of the ordinance pertains to a 2.5 percent cost or \$625,000, for the use of outside professionals. He asked how many professionals did the City consult with prior to selecting the aforementioned firms. Mr. Walker stated that the City has worked with WM Strategies on bond issues for many, many years. Gilmore & Bell is a very highly regarded firm that the City has also worked with in the past on bond issues, so the City is very comfortable proceeding with these recommended firms.

Mr. Crow stated that when 2.5 percent of 20 million dollars is being represented as the cost for professional fees it would seem to make sense for the City to obtain comparative bids from other companies. He stated that the estimate from Gilmore & Bell is \$277,000. WM Strategies' fee is \$15,000 if it closes and \$15,000 per issue.

Roll Call vote was:

**AYES:** Mr. Jennings, Mr. Kraft, Mr. Glickert, Mr. Sharpe and Mayor Welsch.

**NAYS:** Mr. Crow and Dr. Carr.

Bill 9250 carried by a majority and became Ordinance Number 6979.

4. **BILL 9251** – An ordinance calling a General Obligation Bond election in the City of University City, Missouri for the City's Parks and authorizing certain actions in connection therewith. Bill 9251 was read for the second and third time.

Bill 9251 had second and third readings.

Mr. Jennings moved to approve Bill 9251, seconded by Mr. Sharpe.

Dr. Carr stated that the fact that Council has not been provided with detailed reports from the City's financial advisor or bond counsel, as well as the fact that no bids or consideration was given to retaining the best company, would lead her to the conclusion that Council has not done its homework.

Roll Call vote was:

**AYES:** Mr. Jennings, Mr. Kraft, Mr. Glickert, Mr. Sharpe and Mayor Welsch.

**NAYS:** Mr. Crow and Dr. Carr.

Bill 9251 carried by a majority and became Ordinance Number 6980.

## **M. NEW BUSINESS**

### *RESOLUTIONS*

*Introduced by Mr. Jennings*

1. Resolution 2015 – 1 A resolution engaging the services of WM Financial Strategies, as financial February 9, 2015

advisor and Gilmore & Bell, P.C., as bond counsel, in connection with the issuance of General Obligation Bonds by the City. Seconded by Mr. Glickert.

Mr. Crow reiterated his concern about the City's failure to obtain comparative bids prior to the presentation of this resolution.

#### CITIZEN'S COMMENTS

##### **Gregory Pace, 7171 Westmoreland, University City, MO**

Mr. Pace strongly urged Council to postpone this resolution in order to obtain comparative bids.

Mr. Kraft made a motion to postpone this resolution, seconded by Mr. Sharpe.

Mr. Sharpe asked Mr. Walker if the postponement of this resolution would cause any problems for City staff? Mr. Walker stated that it would not.

Voice vote on Mr. Kraft's motion to postpone carried unanimously.

#### *BILLS*

#### **N. CITIZEN PARTICIPATION (continued if needed)**

#### **O. COUNCIL REPORTS/BUSINESS**

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

#### **P. COUNCIL COMMENTS**

Mayor Welsch made the following announcements:

- The Police Department Focus Group will meet on Tuesday, January 27th at 6 p.m., at the Heman Park Community Center. Please attend and bring a neighbor.
- The reception for this year's returning artist will be held at 7 p.m. on Thursday, February 5th at the University City High School library.

#### **Q. ADJOURNMENT**

Mayor Shelley Welsch adjourned the meeting at 7:48 p.m.

Respectfully submitted,

Joyce Pumm  
City

Clerk,

MRCC/CMC

My name is Maggie Stanley Majors and I reside at 6554 Avalon Avenue in Ward 3.

I have come to speak to the condition of alleys and streets in the third ward, in light of discussions surrounding:

BILL 9250 – An ordinance calling a General Obligation Bond election in the City of University City, Missouri for street, sidewalks and alley improvements and authorizing certain actions in connection therewith.

But I would like to preface my comment with another. I returned to U City in August after being away for two years. I have lived in many different places and I commend the city for its high level of services to citizens and its citizen engagement alike. It is important we recognize that our municipality is a treasure.

That said, the condition of streets, alleys, and sidewalks in ward 3 needs attention, attention approval of the bond issue in question would indeed provide. In our great city, no one should live on a residential street that looks like a back alley like George Street. No alleys should meet streets in giant potholes where water pools and freezes over and over again, creating an ever gaping hole like at Kingsland and the Avalon south side alley. No cars should hit the huge pothole in the ~~eastern~~<sup>western</sup> lane of Pennsylvania just north of olive without warning. Parents taking their kids to Pershing School should not bump along Etzel Avenue. No one should need to call Public Works repeatedly to request that endless piles of trash being brought into our alleys from other areas be moved. (I am submitting examples of these.) We need real infrastructure improvements, from paving, to sidewalks and curbs, to an alternative to our current dumpster system.

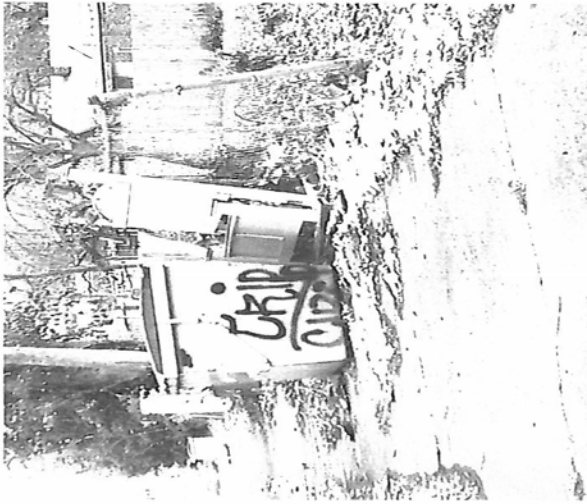
I invite all citizens of Wards 1 & 2 to drive our Third Ward streets and alleys and and walk our sidewalks to see their condition. I ask leaders in all wards - elected or otherwise - to communicate these concerns to their constituents, friends, and neighbors. And I implore leaders and the city to continue outreach to citizens in all wards, but especially outreach to citizens in the third ward. Finally, I ask that this council vote to approve BILL 9250 so that all residents of U City can vote to have the best built environment and quality of life possible. Thank you.



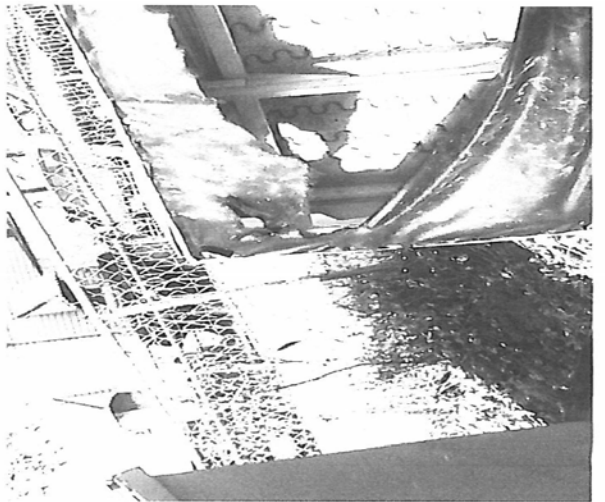
*Alley & Dumpster between Sutter & Pennsylvania north of Olive 11/18/14*



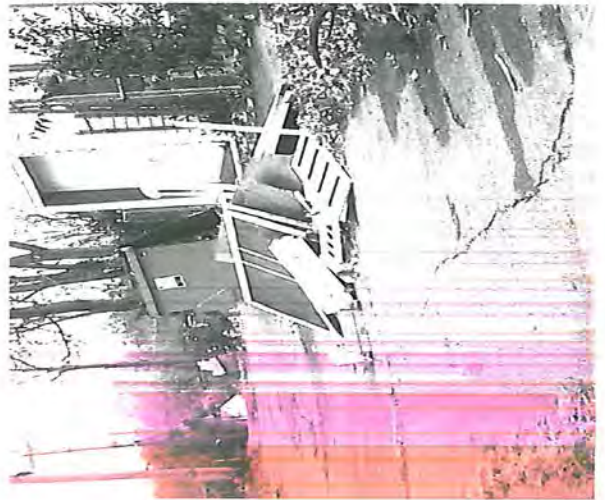
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4/19/11



11/19/14





## Council Agenda Item Cover

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**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Traffic Commission Annual Report

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

**BACKGROUND REVIEW:**

According to Article VII Traffic Commission, Section 120.440 Reports, of the City Code, the Traffic Commission shall report to the Council at such times and as often as the Council may request or the Commission may deem necessary, but shall make at least one (1) report annually.

On November 12, 2014, the Traffic Commission Annual Report for fiscal year 2014 was presented to the Traffic Commission by the Department of Public Works and Parks. The report covers the fiscal year 2014, from the July 2013 to the June 2014 Traffic Commission meeting. The report includes each item discussed, the Traffic Commission's recommendations, the City Council's decisions, and the actions taken on each approved item.

Attached is the Traffic Commission's Annual Report to be forwarded to the City Council.

**RECOMMENDATION:** For Information Only.

**ATTACHMENT(S):**

Traffic Commission Annual Report Fiscal Year 2014

**TRAFFIC COMMISSION ANNUAL REPORT Fiscal Year 2014**

<b>Matters on the Commission Agenda</b>	<b>Traffic Commission recommendation</b>	<b>Recommendation</b>	<b>City Council decision</b>	<b>Action</b>	<b>Status</b>
<b>MEETING DATE - July 10, 2013</b>					
1. Intersection Safety Study and Evaluation of Old Bonhomme and Lafon Place / Crandon Drive	Two Options recommended as proposed future project improvements: Miniroundabout and Alternate #1 - Closure of Lafon	<i>Council Approval</i>	None	Included in FY18 Budget for project execution	Closed
	Reduce speed limit on Old Bonhomme from 30 MPH to 25 MPH from Delmar to South City Limits	<i>Council Approval</i>	Approved	Replace signs	Completed
2. 6552 Julian Ave – Alley One-Way designation	Petition to be presented with the 75% of the signatures from the 12 homes on the west side of the alley at the 6500 block of Julian Ave	<i>Commission Approval</i>	None	None	Petition not submitted - Closed
3. POD's – Storage units in the Right of Way	Presentation postponed	<i>Postponed</i>	None	None	Closed
4. Traffic Commission Rules of Order – By-laws	Presentation postponed	<i>Postponed</i>	None	None	Closed
5. Annual Report Revised	Changes requested by Commissioners	<i>Postponed</i>	None	None	Closed
<b>MEETING DATE - September 11, 2013</b>					
1. Walgreens Development at Delmar Blvd and Delcrest Drive	Changes to parking restrictions on Delmar Blvd	<i>Council Approval</i>	Approved	Sent to St. Louis County	Closed
	Changes to parking restrictions on Delcrest Dr	<i>Council Approval</i>	Approved	Install signs	Closed
	Relocation of signalized crosswalk on Delmar at Delcrest	<i>Council Approval</i>	Approved	Sent to St. Louis County	Closed
2. POD's – Storage units in the Right of Way	Presentation provided to the Commission	<i>No Action</i>	None	None	Closed
3. Traffic Commission Rules of Order – By-laws	Changes presented and more changes were requested by Commission, including the meeting day.	<i>Postponed</i>	None	None	Closed
4. Annual Report Revised	Final comments provided and commission requested to present the report to City Council	<i>Commission Approval</i>	None	Report presented to Council at their November 12, 2013 meeting	Closed
6. Educational Presentation - SPEED LIMITS	Presentation postponed	<i>Postponed</i>	None	None	Closed
<b>MEETING DATE - October 9, 2013</b>					
2. Petition to remove parking restrictions on the 7400 Block of University Dr.	Approve request to eliminate the parking prohibition on the 7400 block of University Drive, adjacent to 365 WestPoint Ct.	<i>Council Approval</i>	Approved	Remove No Parking Sign	Closed
3. Traffic Commission Rules of Orders – Bylaws	Presentation postponed	<i>Postponed</i>	None	None	Closed
6. Education – Speed Limits	Presentation provided to the Commission	<i>No Action</i>	None	None	Closed
<b>MEETING DATE - November 13, 2013</b>					
1. Trinity Avenue Closure at Delmar Blvd west of the Roundabout	Commission recommended that Trinity be reopened.	<i>Council Approval</i>	None	Additional analysis required	Closed (see June 2014)
3. Delmar Blvd parking prohibitions east of North and South Rd	Commission recommended to eliminate parking on the north side of Delmar Blvd, east of current restriction east of North & South Road for an additional 40 feet	<i>Council Approval</i>	Approved	Forward signed ordinance to St. Louis County for implementation.	Closed
4. Petition to prohibit parking on Center Ave from Delmar Blvd to Gannon Ave	Commission recommended to eliminate parking on Center Ave from Delmar Blvd to Gannon Avenue	<i>Council Approval</i>	Approved	Install signs and notify UCPD of change	Completed

Matters on the Commission Agenda	Traffic Commission recommendation	Recommendation	City Council decision	Action	Status
5. Traffic Commission Rules of Order – By-laws	Adoption of Rules of Order as amended	<i>Commission Approval</i>	None	None	Closed
<b>MEETING DATE - December 11, 2013</b>					
1. Delcrest Parking restrictions - Request to remove parking restriction on the north side of Delcrest Dr, currently in place for Monday to Saturday from 8 AM to 5 PM.	Traffic Commission requested a revised petition to reflect a wider affected household properties.	<i>No Action</i>	None	Petitioner to submit a new petition	Petition not submitted - Closed
2. Parking restriction request in front of 6923 Raymond Avenue - Request to restrict parking across from a private driveway at 6924 Raymond Ave.	Traffic Commission requested a revised petition to reflect all the affected household properties.	<i>No Action</i>	None	Petitioner to submit a new petition	Petition not submitted - Closed
3. Passenger zone – Jackson and Balson intersection - Request from School District to establish a passenger zone (Pick up – Drop off) around the Jackson-Balson intersection.	Approve the request	<i>Council Approval</i>	Approved	Install signs and notify UCPD of change	Completed
4. Establishment of a Bus Parking Zone on Jackson Ave north of Balson Ave - Request from School District to establish a bus parking zone on the west side of Jackson Ave from Balson Ave to Shaftesbury Ave.	Approve the request	<i>Council Approval</i>	Approved	Install signs and notify UCPD of change	Completed
5. Midland Crosswalk request - Request to create a crosswalk on Midland Ave at Shaftesbury Ave.	To be sent out to St. Louis County	<i>Commission Approval</i>	None	Sent to St. Louis County - Heman Park Master Plan in progress includes pedestrian improvements on Midland	St. Louis County still investigating the feasibility to install a crosswalk at this location
6. FYI - Bicycle Facilities Improvement Project	Project presented to the Commission	<i>Informational</i>	None	None	Closed
7. FY 2013 Annual Report - Draft	Report presented to the commission	<i>Informational</i>	None	None	Closed
<b>MEETING DATE - January 7, 2014 - Cancelled</b>					
<b>MEETING DATE - February 12, 2014</b>					
1. Parking restriction request in front of 6923 Raymond Avenue – Action Item	Approve the request	<i>Public Works and Parks Implementation</i>	None	Install signs and notify UCPD of change	Completed
2. City Street's width report – Non Action item	Report presented to the Commission	<i>Informational</i>	None	None	Closed
3. Compact Vehicles Parking regulation – Non Action item	Report presented to the Commission - Requested verification from City Attorney	<i>Postponed</i>	None	None	Closed
4. FY 2013 Annual Report – Draft	Report presented to the Commission	<i>Informational</i>	None	None	Closed
<b>MEETING DATE - March 12, 2014 - Cancelled</b>					
<b>MEETING DATE - April 9, 2014</b>					
1. Stop Sign request at several locations along Mt. Vernon	Approve the request for one location and deny 3 locations. Other signage improvements to be completed.	<i>Council Approval</i>	Approved	Install signs	Completed
2. Street Cleaning – Parking Restrictions	Revised list of parking restrictions along several streets in University City for street cleaning purposes approved.	<i>Council Approval</i>	None	Pending submittal to Council until further investigation is completed	Closed



Matters on the Commission Agenda	Traffic Commission recommendation	Recommendation	City Council decision	Action	Status
3. Accessible Parking Spaces on Kingsland Ave south of Washington Avenue	Installation of five (5) accessible parking spaces on Kingsland Ave in front of the Trinity Presbyterian Church on Sundays from 8AM to 12PM. <i>Approved</i>	<i>Council Approval</i>	Approved	Install signs and notify UCPD of change	Completed
4. Parking Layout in front of City Hall – Non Action Item	Request for comments from the Commission on the new draft parking layout in front of City Hall.	<i>Postponed</i>	None	None	Closed
5. FY 2014 Annual Report – Non Action item	FY 2014 Annual Report for Commission's information.	<i>Postponed</i>	None	None	Closed
<b>MEETING DATE - May 14, 2014</b>					
1. Loop North Parking Restriction	Approve the elimination of the existing parking restriction	<i>Council Approval</i>	Approved	Upgrade signs	Completed
2. Trinity Avenue at Delmar Boulevard	Reopening of Trinity Ave at Delmar	<i>Council Approval</i>	City Council decided to keep Trinity Closed	Final Roundabout design to include permanent closure	Closed
3. Forsyth Parking Restrictions	Remove existing parking restriction on the south side of the 7200 block of Forsyth Blvd	<i>Council Approval</i>	Approved	Remove No Parking Signs	Completed
4. Parking restriction petition for a single parking space	Request to update the petition procedures specific to parking restrictions at one location.	<i>Postponed</i>	None	None	Closed
5. FY 2014 Annual Report	FY 2014 Annual Report for Commission's information.	<i>Postponed</i>	None	None	Closed
<b>MEETING DATE - June 11, 2014</b>					
1. Forsyth Parking Restrictions	Determined affected households for a residential parking permit petition and remove existing parking restrictions on the south side of Forsyth Blvd	<i>Council Approval</i>	Approved	Implement Residential Parking Permit system	Completed
2. Parking restriction petition for a single parking space	Reviewed and approved	<i>Commission Approval</i>	None	Policy drafted	Completed
3. FY 2014 Annual Report – No Vote required	Report presented to the commission	<i>Postponed</i>	None	None	Closed
4. Council Agenda Items submittal by Traffic Commission	Report presented to the commission	<i>Informational</i>	None	None	Closed
5. Trinity Avenue at Delmar Boulevard	Report presented to the commission	<i>Informational</i>	None	None	Closed

Prepared by: Angelica Gutierrez

Date: November 7, 2014

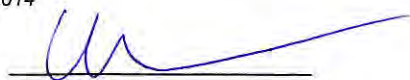
Type of Recommendations:

- 1- Council Approval
- 2- Commission Approval
- 3- Public Works and Parks Department Implementation
- 4- Postponed
- 5- No Action
- 6- Informational

Approved by:

Print Name

Date:



Chairperson Carol Wofsey

January 23, 2015

For more detailed information please visit the City's website [www.ucitymo.org](http://www.ucitymo.org), Public Documents, Boards and Commissions, Traffic Commission, Minutes, 2013 and 2014.





**Council Agenda Item Cover**

**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Jackson Avenue – Balson Ave Pedestrian Improvements Project STP-5402(612)

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** YES

**BACKGROUND REVIEW:**

The Missouri Department of Transportation – MoDOT created a qualification based selection process for municipalities utilizing federal funding less than \$100,000.00 for consulting services on federal aid projects. This consultant selection process was administered by MoDOT and quality assurance was provided by Missouri ACEC and Missouri FHWA. MoDOT together with Missouri’s Local Program Advisory Panel managed the consultant review and selections. The on-call selection option was created to streamline the project delivery process for local agencies.

City staff used the “Local Public Agencies On-Call Consultant List” to select a qualified consultant company to provide design and construction engineering services for the above mentioned project.

In December of 2014, staff reviewed qualifications from qualified consultants for sidewalk design and its construction engineering. Approximately 11 companies from the list are a Disadvantage Business Enterprise – DBE certified company. In January of 2015, the City’s review team selected EFK Moen LLC, and completed the negotiation of the Engineering Services Contract.

The Missouri Department of Transportation set a DBE goal for this project at zero percent. However, since EFK Moen LLC is a DBE certified company, they are committing to 80% DBE participation.

The Engineering Services Contract with EFK Moen LLC provides a maximum compensation of \$59,358.80 as follows: \$39,086.48 for design services and \$20,272.32 for construction engineering services.

Year	Project Phase	Contract Amount	City Match	Federal Match
			20%	80%
FY14-15	Design	\$39,086.48	\$7,817.30	\$31,269.18
FY15-16	Construction Engineering	\$20,272.32	\$4,054.46	\$16,217.86
	<b>Total Consulting Services</b>	<b>\$59,358.80</b>	<b>\$11,871.76</b>	<b>\$47,487.04</b>

The City budgeted for FY14-15 an estimated total design cost of \$40,264.00, as follows: \$8,052.00 – City match, \$32,211.00 - Federal Grant. The City budgeted for FY16 an estimated total cost of \$21,943.90 for construction inspection as follows: \$4,388.78 City match, and \$17,555.12 Federal Grant.

This project engineering service is grant funded and the City's match is twenty percent (20%) or \$11,871.76, with MoDOT responsible for the rest of the project cost, which corresponds to the eighty percent (80%) or \$47,487.04, for a total Engineering Services total of \$59,358.80.

**RECOMMENDATION:** Approval to grant authority to City Manager to sign and enter into this contract with the Consultant (EFK Moen, LLC.).

**SPONSOR: University City**  
**LOCATION: Jackson Ave and Balson Ave**  
**PROJECT: STP 5402(612) Jackson Ave and Balson Ave Pedestrian Improvements**

*THIS CONTRACT is between University City, Missouri, hereinafter referred to as the "Local Agency", and EFK Moen, LLC, hereinafter referred to as the "Engineer".*

*INASMUCH as funds have been made available by the Federal Highway Administration through its Surface Transportation Funds, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct pedestrian improvements along Jackson Ave. and Balson Ave. and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:*

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete 80% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
EFK Moen	Survey / Design Constr. Admin.	N/A (DBE is prime consultant)	\$47,487.05	80%

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on *May 29, 2015*.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## **ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## **ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$4,143.59, with a ceiling established for said design services in the amount of \$39,086.48, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$1,871.50, with a ceiling established for said inspection services in the amount of \$20,272.32, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount estimated at 61.74% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount estimated at 107.93% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect

costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are approximate and will be used for interim billing purposes. Final payment will be based on the actual rates experienced during the period of performance, as indicated by the Engineer's accounting records, and as determined by final audit of the Engineer's records by MoDOT.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not

paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *None*.

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
<i>None</i>		

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

**ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's

services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.



## **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

## **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

**CERTIFICATION ON LOBBYING:** Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against

in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Breakdown of Overhead Rates

Attachment D - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment E - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment F – DBE Contract Provisions

Attachment G – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 2015.

Executed by the City this \_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR: UNIVERSITY CITY**

**BY:** \_\_\_\_\_  
Lehman Walker, City Manager  
University City, Missouri

ATTEST: \_\_\_\_\_  
Joyce Pumm, City Clerk

**FOR: EFK♦MOEN, LLC**

**BY:** \_\_\_\_\_  
Linda Moen, President/Manager  
EFK♦Moen, LLC

ATTEST: \_\_\_\_\_

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
Tina Charumilind, City Finance Director

**SECTION 1 SCOPE OF UNDERSTANDING**

University City has secured STP funding for a sidewalk improvement project on Jackson Ave. from Balson Ave. to Shaftesbury Ave. and on Balson Ave. from N. Hanley Road to Perdue Ave. This project includes the replacement of approximately 16 curb ramps, 1600 feet of sidewalk and the construction of three new raised concrete cross walks near the high school. The area is residential with a high school on the north side of Balson and an elementary school on the south side. Both streets are owned and maintained by University City.

N. Hanley Road is a County maintained road. No improvements are planned at the intersection with Balson Ave., therefore no permit or reviews from the County are expected.

A review/approval by MSD will be required. A “No Permit Required” determination by MSD is expected, since the improvements will disturb less than 1 acre and will not affect any storm sewers.

Since the project has federal funds, MoDOT review and oversight will be required through the LPA process.

There are approximately 30 parcels that are adjacent to the sidewalks within the project limits. The largest of the parcels are the two schools between Jackson and Hanley. There are approximately 25 driveways that the existing sidewalk crosses within the project limits. No new easements or right of way is expected. All improvements are planned to be constructed within current right of way. Some driveway reconstruction may be necessary (within right of way) if sidewalk sections are found to be non-compliant in front of driveway sections.

Because all of the proposed improvements will be reconstruction of existing sidewalk facilities, no utility conflicts are expected.

**SECTION 2 SCOPE OF ENGINEERING SERVICES**

## GENERAL

The following are the design criteria to be used for this project up to the right of way plan phase:

1. MoDOT Engineering Policy Guide (EPG).
2. MoDOT Standard Specifications for Highway Construction.
3. All traffic control signing and pavement markings shall meet the provisions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation.

**ITEM I – Preliminary Design Phase**

## A. Surveys and Data Collection

The surveys to be performed by the CONSULTANT are:

1. Existing right-of-way and property lines determined based on the location of existing survey monumentation and record information obtained at the St. Louis County Courthouse (establish approximate existing right of way line and property lines for 30 parcels using assessor maps).
2. Establish at 50 foot intervals the stationing of the existing pavement.
3. All topographic information between the existing edge of pavement/back of curb and right of way line along each side of the roads.
4. Location of existing driveways in their entirety.
5. 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.
6. Existing storm drainage and sanitary sewer information will be located. Flowline and sill elevations will not be surveyed.
7. 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"=20, showing all survey data, topography, existing utilities, proposed improvements, preliminary construction limits.
3. Typical sidewalk sections. Typical sidewalk section: 5' wide, 4" Non-reinforced PCCP on a prepared subsurface.

4. A copy of the preliminary construction opinion of probable cost.
  5. Cross-sections will not be required for the Preliminary Plans.
  6. No soil surveys or subsurface investigations are included in this scope of services.
  7. No retaining walls or landscaping designs are included in this scope of services.
- C. Public Involvement
1. Since this is a repair project and no right of way or easements are anticipated, there will not be a public meeting or any formal public involvement.
- D. Preliminary Plan Submittals
1. The CONSULTANT will submit 3 half size (11"x17") set of plans and a PDF set of the plans and estimate to the City for review.
  2. The CONSULTANT will submit a PDF set of the plans and estimate to MoDOT for review following review and acceptance from the City.

#### **ITEM II - Right Of Way Design Phase**

- A. No right of way or easements are anticipated. The preliminary plans and estimate will be submitted to MoDOT as the right of way plans.
- B. Right of Way Plan Submittals
1. The CONSULTANT will submit 3 half size (11"x17") set of plans and a PDF set of the plans and estimate to the City for review.
  2. The CONSULTANT will submit a PDF set of the plans and estimate to MoDOT for review following review and acceptance from the City.

#### **ITEM III – Final Design Phase**

A. FINAL CONSTRUCTION PLANS AND SPECIFICATIONS

After receipt of approval of the right of way 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 details.
  4. Final cross-sections at a scale of 1"=5' horizontally and vertically at the three cross walk locations showing the existing conditions, proposed improvements and approximate right of way limits.
  5. A complete set of specifications (front-end documents and technical specifications) including tabulation of bid quantities and prevailing wage rates. The City contract document specification template (meeting all MoDOT LPA requirements) shall be utilized, with MoDOT approval.
  6. A copy of the final construction opinion of probable cost.
  7. Summary of Quantities sheet ("A" sheet).
  8. Pavement marking and signing shall be shown on the plan sheets that meet the provisions of the "Manual on Uniform Traffic Control Devices" published by the U.S. Department of Transportation. Pavement marking and signs shall include cross walks as well as relocation of existing signs as needed and pavement marking modifications as needed (i.e. relocation of existing crosswalks).
  9. Erosion Control Plans
  10. Traffic Control Plans
- B. Final Plans, Specification and Estimate (PS&E) Submittal
1. The CONSULTANT will submit 3 half size (11"x17") set of the plans and a PDF set of the plans, specifications and estimate to the City for review.
  2. The CONSULTANT will submit a PDF set of the plans, specifications and estimate to MoDOT for review following review and acceptance from the City.

#### **ITEM IV – Construction Administration**

1. The CONSULTANT will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. The CONSULTANT will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make the CONSULTANT responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. The CONSULTANT's services will include more specifically as follows:
  2. The Engineer will assist the City in evaluating bids and requesting concurrence in award from MoDOT.
  3. Assist the City with a preconstruction conference to discuss project details with the Contractor.
  4. Make daily site visits or site visits as required to observe the Contractor's



- progress and quality of work, and to determine if the work conforms to the contract documents. It is expected that any survey staking and layout will be accomplished by the contractor's forces. The CONSULTANT will accompany MoDOT and FHWA representatives on visits of the project site as requested.
5. Check shop drawings and review schedules and drawings submitted by the Contractor.
  6. Reject work not conforming to the project documents.
  7. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
  8. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
  9. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and arrange for laboratory testing of samples by others on a subcontract basis. Independent assurance samples and tests will be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the Consultant under this contract.
  10. Maintain daily diary and payment diary and other project records, measure and document quantities. Review Contractor's pay application and compare it to the quantities measured for payments due the Contractor.
  11. Be present during critical construction operations, including but not limited to the following:
    - a. Removal of Sidewalk, curb ramp and street section (for crosswalks)
    - b. concrete batching and pouring;
    - c. placement of surfacing materials
  12. Post construction ADA compliance audit of reconstructed ramps and sidewalks.
  13. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and project close out documents..
  12. Attend progress meetings with the City and prepare progress reports to the City (assume monthly).

**SECTION 3 SERVICES PROVIDED BY THE CITY**

A. The CITY will provide available information of record to the CONSULTANT. In addition, the following specific items will be furnished or performed by the CITY:

1. Make available all information pertaining to the project which may be in the possession of the City.
2. Provide the CONSULTANT with the City's requirements for the project;
3. Examine all studies and layouts developed by the CONSULTANT, obtain reviews by MoDOT, and render decisions thereon in a prompt manner.
4. Designate a person in the City's employ to act as City's representative under this contract, such person to have authority to transmit instructions, interpret the City's policies and render decisions with respect to matters covered by this agreement.

**SECTION 4 ESTIMATED PROJECT SCHEDULE**

<u>Task</u>	<u>Completion Date</u>
Contract to Council	February 9, 2015
Project Kick-Off/NTP	Early March 2015
Topo Survey for Plans	Mid March 2015
Preliminary Plans to MoDOT	Early April 2015
Right of Way Plans to MoDOT	Late April 2015
PS&E Submittal to MoDOT	Late May 2015

Project Name: **Jackson Ave. and Balson Ave. Pedestrian Improvements**  
 Sponsor: **University City**  
 Project Number: **STP 5402 (612)**

<b>Design Phase</b>	<b>Hours</b>	<b>Cost</b>
Surveying	132	\$ 3,565.36
Preliminary Design	139	\$ 4,564.52
Right of Way Design	8	\$ 247.64
Final Design	127	\$ 4,426.98

Total Design Hours 406 \$12,804.50

Overhead	169.67%	\$21,725.40
<b>Subtotal</b>		<b>\$34,529.90</b>
Fixed Fee	12.00%	\$4,143.59
<b>Subtotal</b>		<b>\$38,673.48</b>

**Other Direct Costs**

Mileage	6 trips of 40 miles at \$0.575 per mile	\$138.00
Research	Utility Maps, Deeds, Plats	\$275.00

**Subtotal \$413.00**

<b>Design Services Subtotal</b>	<b>\$39,086.48</b>
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<b>Construction Phase</b>	<b>Hours</b>	<b>Cost</b>
Construction Administration	210	\$ 5,783.30

Overhead	169.67%	\$9,812.53
<b>Subtotal</b>		<b>\$15,595.83</b>
Fixed Fee	12.00%	\$1,871.50
<b>Subtotal</b>		<b>\$17,467.32</b>

**Other Direct Costs**

Mileage	35 trips of 40 miles at \$0.575 per mile	\$805.00
St. Louis County	Concrete Testing	\$2,000.00

**Subtotal \$2,805.00**

<b>Construction Services Subtotal</b>	<b>\$20,272.32</b>
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<b>CONTRACT CEILING</b>	<b>\$59,358.81</b>
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EFK•Moen, LLC

Jackson Ave. and Balson Ave. Pedestrian Improvements  
University City  
STP 5402 (612)

Surveying

Task Description	Hours					Total Hours	Total Cost
	Surveying Manager	Survey Technician	Senior Survey Crew Chief	Instrument Operator	Administrative /Clerical		
	\$ 56.36	\$ 28.00	\$ 29.42	\$ 19.06	\$ 22.51		
<b>Survey</b>							
Establish Project Control (NAD83/NAVD88)			4	4		8	\$ 193.92
Perform Topographic Survey			30	30		60	\$ 1,454.40
Search for and Locate Boundary Control			6	6		12	\$ 290.88
Utility Research		4				4	\$ 112.00
Property Research		4				4	\$ 112.00
Resolve Property Lines and Right of Way Lines		8				8	\$ 224.00
Mapping and Drafting		30				30	\$ 840.00
QA/QC	6					6	\$ 338.16
						0	\$ -
						0	\$ -
						0	\$ -
						0	\$ -
						0	\$ -
						0	\$ -
						0	\$ -
<b>Total Hours</b>	6	46	40	40	0	0	<b>132</b>
<b>Total Cost</b>	\$ 338.16	\$ 1,288.00	\$ 1,176.80	\$ 762.40	\$ -	\$ -	<b>\$3,565.36</b>

EFK•Moen, LLC

Jackson Ave. and Balson Ave. Pedestrian Improvements  
University City  
STP 5402 (612)

Preliminary Design

Task Description	Hours						Total Hours	Total Cost
	QA/QC Manager	Senior Review Engineer	Senior Engineer	Project Manager	Design Technician	Administrative /Clerical		
	\$ 70.95	\$ 56.10	\$ 44.87	\$ 34.73	\$ 27.18	\$ 22.51		
Kickoff Meeting		4		4			8	\$ 363.32
ADA Compliance Audit				12	12		24	\$ 742.92
Plans							0	\$ -
Title Sheet				1	3		4	\$ 116.27
Typical Section and ADA Details				2	8		10	\$ 286.90
Plan Sheets				8	20		28	\$ 821.44
Curb Ramp Details				12	16		28	\$ 851.64
Control Points				1	4		5	\$ 143.45
QA/QC	4	2		2			8	\$ 465.46
Preliminary Quantities and Estimate				8			8	\$ 277.84
Submit to MSD, City, MoDOT and address comments				8	8		16	\$ 495.28
							0	\$ -
							0	\$ -
							0	\$ -
							0	\$ -
<b>Total Hours</b>	<b>4</b>	<b>6</b>	<b>0</b>	<b>58</b>	<b>71</b>	<b>0</b>	<b>139</b>	
<b>Total Cost</b>	<b>\$ 283.80</b>	<b>\$ 336.60</b>	<b>\$ -</b>	<b>\$ 2,014.34</b>	<b>\$ 1,929.78</b>	<b>\$ -</b>		<b>\$4,564.52</b>

EFK•Moen, LLC

Jackson Ave. and Balson Ave. Pedestrian Improvements  
University City  
STP 5402 (612)

Right of Way Design

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Senior Review Engineer	Senior Engineer	Project Manager	Design Technician	Administrative /Clerical			
	\$ 70.95	\$ 56.10	\$ 44.87	\$ 34.73	\$ 27.18	\$ 22.51			
Submit to City and MoDOT				4	4		8	\$ 247.64	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
<b>Total Hours</b>	0	0	0	4	4	0	8		
<b>Total Cost</b>	\$ -	\$ -	\$ -	\$ 138.92	\$ 108.72	\$ -		<b>\$247.64</b>	

EFK•Moen, LLC

Jackson Ave. and Balson Ave. Pedestrian Improvements  
University City  
STP 5402 (612)

Final Design

Task Description	Hours						Total Hours	Total Cost
	QA/QC Manager	Senior Review Engineer	Senior Engineer	Project Manager	Design Technician	Administrative /Clerical		
	\$ 70.95	\$ 56.10	\$ 44.87	\$ 34.73	\$ 27.18	\$ 22.51		
<b>Plans</b>							0	\$ -
Title Sheet				1	2		3	\$ 89.09
Typical Section and ADA Details				1	4		5	\$ 143.45
Quantities				8	8		16	\$ 495.28
Plan Sheets				6	8		14	\$ 425.82
Curb Ramp Details				4	8		12	\$ 356.36
Cross Walk Details				4	8		12	\$ 356.36
Control Points					1		1	\$ 27.18
Traffic Control				2	4		6	\$ 178.18
Pavement Marking and Signing				6	8		14	\$ 425.82
QA/QC	4	4		2			10	\$ 577.66
Final Quantities and Estimate				4			4	\$ 138.92
Project Specifications		2		16			18	\$ 667.88
Final Field Review		6		6			12	\$ 544.98
							0	\$ -
							0	\$ -
							0	\$ -
<b>Total Hours</b>	4	12	0	60	51	0	<b>127</b>	
<b>Total Cost</b>	\$ 283.80	\$ 673.20	\$ -	\$ 2,083.80	\$ 1,386.18	\$ -		<b>\$4,426.98</b>

EFK•Moen, LLC

Jackson Ave. and Balson Ave. Pedestrian Improvements  
University City  
STP 5402 (612)

Construction Administration

Task Description	Hours							Total Hours	Total Cost
	QA/QC Manager	Senior Review Engineer	Senior Engineer	Project Manager	Construction Inspector	Administrative /Clerical			
	\$ 70.95	\$ 56.10	\$ 44.87	\$ 34.73	\$ 27.18	\$ 22.51			
Administration				2	2		4	\$ 123.82	
Preconstruction Meeting				2	4		6	\$ 178.18	
Daily Inspections				4	140		144	\$ 3,944.12	
Daily Construction Diary					12		12	\$ 326.16	
Payment Diary					20		20	\$ 543.60	
Contractor Payroll Certifications					2		2	\$ 54.36	
Coordination with City / MoDOT				2	4		6	\$ 178.18	
Bi-Weekly Employee Interviews					2		2	\$ 54.36	
Processing Contractor Invoices					4		4	\$ 108.72	
Processing Pay Reimbursements for City					4		4	\$ 108.72	
Close Out Documents					6		6	\$ 163.08	
Estimated Construction Time = 60 Calendar Days, 35 Working Days							0	\$ -	
							0	\$ -	
							0	\$ -	
							0	\$ -	
<b>Total Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>200</b>	<b>0</b>	<b>210</b>		
<b>Total Cost</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 347.30</b>	<b>\$ 5,436.00</b>	<b>\$ -</b>		<b>\$5,783.30</b>	



**EFK Moen, LLC**

FAR Adjusted Overhead - Cumulative for 2013

**OVERHEAD SCHEDULE**

MoDOT Reviewed per 7/25/2014 Letter

DESCRIPTION	ADJUSTED AMOUNT	PERCENT
Direct Labor Base	\$1,282,203	
Payroll Additives:		
Paid Time Off (PTO)	150,968	11.77%
Holidays	56,069	4.37%
Payroll Taxes	177,123	13.81%
Medical, Dental, Life & Disability Insurance	147,206	11.48%
Overtime Premium	53,346	4.16%
Worker's Compensation	3,047	0.24%
401(k) Contributions	73,396	5.72%
Bonuses	130,500	10.18%
<i>subtotal</i>	791,655	61.74%
General Overhead:		
Indirect Labor	755,670	58.94%
Direct Expenses Not Billed	0	0.00%
Rent	220,994	17.24%
Repairs and Maintenance	405	0.03%
Building Utilities	47,515	3.71%
Security	0	0.00%
Professional Fees	12,586	0.98%
Property & MO Use Taxes	3,229	0.25%
Office Supplies	34,740	2.71%
Professional Liability Insurance	35,068	2.73%
General Insurance	13,966	1.09%
Printing	10,589	0.83%
Computer Expenses	99,091	7.73%
Travel	37,029	2.89%
Vehicle Expense	12,371	0.96%
Registration & Seminars	18,017	1.41%
ADP Expense for Payroll	4,169	0.33%
Dues & Subscriptions	19,851	1.55%
Depreciation & Amortization	50,490	3.94%
Professional Licenses	1,882	0.15%
Recruitment & Staffing	1,285	0.10%
Postage & Delivery	3,461	0.27%
Business Licenses	767	0.06%
Bank Service Charges	1,831	0.14%
Miscellaneous	(3,664)	-0.29%
Staff & Client Events	0	0.00%
Client Entertainment	0	0.00%
Advertising	0	0.00%
Reimbursable Expenses	0	0.00%
Long Term Care insurance Partners	0	0.00%
Partner Life Insurance	0	0.00%
Bad Debts	0	0.00%
Contributions/Lobbying	0	0.00%
Interest	0	0.00%
<i>subtotal</i>	1,381,342	107.73%
Total expenses	2,172,997	169.47%
Cost of Facilities Capital	2,614	0.20%
Total OH Expenses	\$2,175,611	169.678%

February 9, 2015

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT E

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment F**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other

organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that the following good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.



**Attachment G – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** EFK♦Moen, LLC

**Project Owner (LPA):** University City

**Project Name:** Jackson Ave and Balson Ave Pedestrian Improvements

**Project Number:** STP 5402(612)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

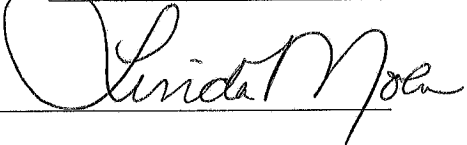
LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: Linda Moen

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 1/19/2015



## Council Agenda Item Cover

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**MEETING DATE:** February 9, 2015  
**AGENDA ITEM TITLE:** Mutual Aid Agreement  
**AGENDA SECTION:** City Manager's Report  
**CAN THIS ITEM BE RESCHEDULED? :** Yes

### **BACKGROUND REVIEW**

**Numerous Cities in St. Louis County have been working together to create a Mutual Aid Agreement to assist each other in time of disasters and other needs.**

**The City of University City wishes to enter into an agreement for the cooperation and coordination of assistance to and from participating municipalities in a disaster or emergency situation.**

**And it is in the best interest for the residents and businesses within the City to enter into an agreement for mutual aid.**

### **RECOMMENDATION:**

Staff recommends that the City Manager is hereby authorized and directed to execute the Public Works Emergency Response Mutual Aid Agreement.

### **ATTACHMENTS:**

Mutual Aid Agreement

Fully Executed

FINAL AGREEMENT 5/19/2014

This Public Works Emergency Response Mutual Aid Agreement (hereinafter "Agreement") is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

**WHEREAS**, Section 44.415 of the Missouri Revised Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their resources on a basis of mutual cooperation; and

**WHEREAS**, municipalities are vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, this Agreement's intended purposes are to:

- (1) Reduce damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

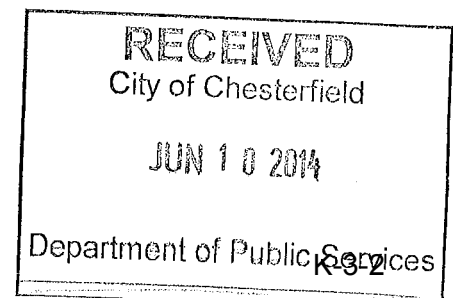
**WHEREAS**, the parties to this Agreement and the State of Missouri have recognized the importance of coordination and cooperation between local governments; and

**WHEREAS**, pursuant to Section 44.415 of the Missouri Revised Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies; and

**WHEREAS**, it is recognized and accepted by the entities which have chosen to become signatories to this Agreement, that municipalities can best serve their constituencies through cooperation and sharing of resources, thereby maximizing utilization and minimizing expense for redundant equipment and resources.

February 9, 2015



**THEREFORE**, pursuant to Section 44.415 of the Missouri Revised Statutes, the undersigned entities agree to enter into this Agreement for cooperative and reciprocal public works emergency response aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

**SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, supplies.

B. "AUTHORIZED REPRESENTATIVE" means an entity's employee who has been authorized, in writing by that entity, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement.

The list of Authorized Representatives for each entity shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.)

C. "DISASTER" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary event.

D. "MUTUAL AID RESOURCE LIST" means the list provided by each entity listing equipment, personnel and other resources an entity has available for aid and assistance.

E. "ENTITY" means a governmental entity which has adopted and executed this Agreement.

F. "PROVIDER" means the entity which has received a request to furnish aid and assistance from another entity in need (the "Recipient") and has agreed to provide the aid and assistance requested. The Provider shall be represented by the authorized representative of the local agency charged with recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

G. "RECIPIENT" means the entity setting forth a request for aid and assistance to another entity (the "Provider"). The Recipient shall be represented by the authorized representative of the local agency requesting recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any entity to this Agreement may be requested by another entity to be a Provider. It is mutually understood that each entity's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any entity to provide aid and assistance pursuant to a request from another entity.

Accordingly, when aid and assistance have been requested, an entity may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

B. Given the finite resources of any jurisdiction and the potential for each entity to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the fullest extent possible.

C. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred by Missouri Revised Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

**SECTION III: BI-ANNUAL REVIEW**

The authorized representatives of each entity shall meet not less than bi-annually to review the Agreement and, if applicable, discuss recommendations to be made to their respective governing bodies for amendments to the Agreement pursuant to Section XIII of this Agreement. Such reviews will be scheduled during January of each even numbered calendar year. A current Mutual Aid Resource List shall be resubmitted at each of the bi-annual reviews.

**SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources currently available are deemed inadequate by Recipient. When Recipient becomes affected by a disaster, or otherwise deems its resources inadequate to address an emergency response, recovery, or an operational need; it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section. All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by all Providers providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

(1) Condition and Status: A general description summarizing the condition necessitating the request for aid (i.e., whether the condition is planned, imminent, in progress, or has already occurred) and of the damage sustained to date;

(2) Services: Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed;

(3) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

(4) Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as staging areas for incoming emergency goods and services; and

(5) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: In the event of an expected declaration of local emergency and if the severity of the event is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate agencies or coordinating requests for state and/or federal assistance.

**SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

A. When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine if personnel, equipment, and other resources are available. If Provider's authorized representative determines that Provider has available resources and agrees to provide the aid and assistance requested, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the aid and assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response.

Provider's acknowledgment shall contain the following information:

(1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;

(2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in Section VII of this Agreement.)

(3) The estimated time when the aid and assistance provided will arrive at the location designated by the authorized representative of the Recipient; and

(4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to Section VI of this Agreement).

B. Nothing in this section shall be deemed to unconditionally require any entity to this Agreement to provide aid and assistance to any Recipient. Each entity has the right to reject any request for aid and assistance.

#### **SECTION VI: SUPERVISION AND CONTROL**

A. Provider shall designate contact persons/coordinators among its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's contact persons/coordinators, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's contact persons/coordinators and Recipient.

B. Based upon such assignments set forth by Recipient, Provider's contact persons/coordinators shall:

(1) Have the authority to assign work and establish work schedules for Provider's personnel.

Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) In accordance with Section VIII of this Agreement, maintain a log of daily personnel time records, material records, equipment hours, and other expenses;

(3) Report work progress to Recipient at mutually agreed upon intervals.

C. Provider is to provide adequate supervision and control of Provider's personnel as necessary to comply with the workers compensation laws of Missouri and Section X of this Agreement.

D. When equipment and vehicles are supplied, they should be operated by qualified employees of the Provider agency whenever possible. However, this should not restrict any agency from operating equipment or vehicles when qualified operators of the providing agency are not available for that purpose with the consent of the Provider.



**SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE;  
RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's aid and assistance shall be presumed to be for an initial period of not more than Seventy Two (72) hours. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient. The seventy two hour period and any other agreed upon time periods shall start when the aid and assistance departs from Provider's location with the intent of going to Recipient's location. The aid and assistance shall end when the aid and assistance returns to Provider's location and no further expectation of aid and assistance exists between Provider and Recipient.

B. In accordance with Section II of this Agreement, Provider's aid and assistance shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions of or all aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION VIII: COST DOCUMENTATION & REIMBURSEMENT**

**A. PERSONNEL -**

Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

**B. PROVIDER'S TRAVELING EMPLOYEE NEEDS -** Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including, but not limited to, transportation expenses for travel to and from the stricken area during the period of aid and assistance.

**C. EQUIPMENT -**

Provider shall document the use of its equipment during the period of aid and assistance including, but not limited to, all repairs to its equipment as

determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

**D. MATERIALS AND SUPPLIES -**

Provider shall document the types and amounts of all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

**E. REIMBURSEMENT OF COSTS** – Provider's costs as documented in this Section will be reimbursed by Recipient. Provider shall provide a summary of all costs to Recipient within sixty days of the end of an event. Recipient will provide payment to Provider in full within ninety days of receipt of the cost summary.

**SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

**SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own employees.

**SECTION XI: IMMUNITY**

All activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by Missouri law and all grants of immunity pursuant to Section 537.600 of the Missouri Statutes shall apply.

**SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each entity (as indemnitor) agrees to protect, defend, indemnify, and hold all other parties (as indemnitees), and their officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind including, but not limited to, attorney's fees and costs of litigation arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent or intentional acts and errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each entity shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each entity understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

### **SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS**

#### **A. MANNER -**

This Agreement may be amended at any time by (1) unanimous consent of the parties as determined by the governing units of the parties or (2) upon the mutual written consent of the Recipient and Provider.

#### **B. ADDITION OF OTHER ENTITIES -**

Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; (2) sending the executed Agreement to all parties; and (3) sending a copy of its completed Mutual Aid Resource List to each of the other parties.

### **SECTION XIV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any entity may withdraw from the Agreement at any time by written notification from Authorized Representative served personally or by registered mail upon all parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon or sent to all other parties. An

entity's withdrawal from this Agreement shall not affect an entity's liability or obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining entities. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties.

**SECTION XV: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

**SECTION XVI: SEVERABILITY ----- EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

**SECTION XVII: EFFECTIVE DATE**

This Agreement shall be effective upon proper approval and execution hereof by at least two entities. The effective date shall be the date upon which the second entities executed the Agreement. As to all subsequently added entities, the effective date shall be the date upon which the newly added entities properly executed the Agreement.

Execution of this agreement may be accomplished by facsimile or PDF signatures.

NOW THEREFORE, in acknowledgment of the acceptance of this Agreement, each of the parties have caused this Public Works Emergency Response Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with

concurrence of a majority of its governing board, as of the date set forth in this Agreement.

**City of Chesterfield**

By: ~~Michael G. Herring~~ Libbey Tucker

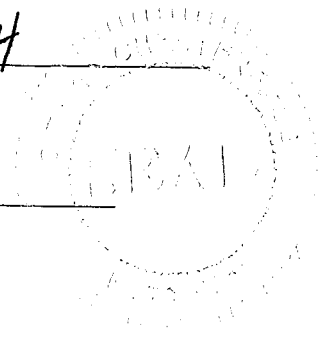
Date: 5/22/14

Title: Acting City Administrator

Attest: Vickie Hass

Date: 5/23/14

Title City Clerk



**DULY AUTHORIZED REPRESENTATIVE(S)**

Name: Mike O'Connor Title: Superintendent of Maintenance Operations

Address: 165 Public Works Drive

City/State/Zip: Chesterfield, Missouri, 63005

Phone: 636-537-9602 After hours Phone: 314-680-9004

E-Mail: moconnor@chesterfield.mo.us Fax: 636-537-4798

Name: James A. Eckrich Title: Public Works Director \ City Engineer

Address: 690 Chesterfield Parkway West

City/State/Zip: Chesterfield, Missouri 63017

Phone: 636-537-4764 After hours Phone: 314-680-9803

E-Mail: jeckrich@chesterfield.mo.us Fax: 636-537-4798

Name: Mike Geisel Title: Director of Public Services

Address: 690 Chesterfield Parkway West

City/State/Zip: Chesterfield, Missouri 63017

Phone: 636-537-4760 After hours Phone: 314-680-9802

E-Mail: mgeisel@chesterfield.mo.us Fax: 636-537-4798

City of ELLISVILLE

By: William K Schwer

Date: 5/27/14

Title: City manager

Attest: [Signature]

Date: 5/27/14

Title CITY CLERK

**DULY AUTHORIZED REPRESENTATIVE(S)**

Name: John Calvert Title: Assistant Public Works Director

Address: 1 Weis Ave

City/State/Zip: ELLISVILLE, MO 63011

Phone: 636-227-8507 (work) After hours Phone: 314-258-0045 (mobile)

E-Mail: jcalvert@ellisville.mo.us Fax: 636-227-9486

Name: Larry Kirn Title: Superintendent

Address: 553 Old State Road

City/State/Zip: ELLISVILLE, MO 63021

Phone: 636-591-6666 (work) After hours Phone: (314) 226-3541 (mobile)

E-Mail: LKirn@ellisville.mo.us Fax: 636-458-8813

Name: Gary Couch Title: Maintenance Field Supervisor

Address: 553 Old State Road

City/State/Zip: ELLISVILLE, MO 63021

Phone: 636-591-6666 (work) After hours Phone: 314-226-3545 (mobile)

E-Mail: gcouch@ellisville.mo.us Fax: 636-458-8813

City of Manchester

By: And Hesson

Date: June 5 2014

Title: City Administrator

Attest: [Signature]

Date: June 5, 2014

Title City Clerk

**DULY AUTHORIZED REPRESENTATIVE(S)**

Name: Bob Ruck Title: Public Works Director

Address: 14318 manchester Road

City/State/Zip: Manchester, mo 63011

Phone: 636-227-1385 x131 (office) After hours Phone: 314-393-4844 (cell)

E-Mail: r.ruck@manchester-mo.gov Fax: 636-227-3818

Name: Mark Belpulsi Title: Public Works Superintendent

Address: 14318 manchester Road

City/State/Zip: Manchester, MO 63011

Phone: 636-227-1385 x131 (office) After hours Phone: 314-393-2341

E-Mail: mbelpulsi@manchester-mo.gov Fax: 636-227-3818

Name: Mark Becker Title: Maintenance Supervisor

Address: 14318 Manchester Road

City/State/Zip: Manchester, MO 63011

Phone: 636-227-1385 x130 (office) After hours Phone: 314-393-2104

E-Mail: mbecker@manchester-mo.gov Fax: 636-227-3818



City of Ballwin

By: Robert Kuntz

Date: 6/5/14

Title: City Administrator

Attest: Marie Clark

Date: 6/5/14

Title: City Clerk

**DULY AUTHORIZED REPRESENTATIVE(S)**

Name: Gary Kramer Title: City Engineer/Dir. of Public Works

Address: 200 Park Drive

City/State/Zip: Ballwin, Mo 63011

Phone: 636-227-9000 After hours Phone: 314-605-1447

E-Mail: gkramer@ballwin.mo.us Fax: 636-207-2333

Name: Jim Link Title: Superintendent of Streets

Address: 200 Park Drive

City/State/Zip: Ballwin, Mo 63011

Phone: 636-227-9000 After hours Phone: 314-220-5519

E-Mail: jlink@ballwin.mo.us Fax: 636-207-2333

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ After hours Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Fax: \_\_\_\_\_

BILL NO. 2977

ORDINANCE NO. 2793

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A REVISED PUBLIC WORKS MUTUAL AID AGREEMENT.**

**WHEREAS**, the City of Chesterfield has an existing Public Works Mutual Aid Agreement with the cities of Ballwin, Ellisville, and Manchester; and

**WHEREAS**, each city desires to ensure that the Public Works Mutual Aid Agreement meets all current standards, including those set by the Federal Emergency Management Agency.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, AS FOLLOWS:**

Section 1. The City of Chesterfield hereby accepts the Public Works Mutual Aid Agreement as set out in "Exhibit 1" attached hereto.

Section 2. The City Administrator and City Clerk are authorized to execute the Public Works Mutual Aid Agreement.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 19<sup>th</sup> day of May, 2014.

Bob Posters  
MAYOR

ATTEST:

Jeanie Black  
CITY CLERK, Deputy

[FIRST READING HELD: \_\_\_\_\_ ]



## Council Agenda Item Cover

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**MEETING DATE:** February 9, 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, 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 under the proposed bond-issue is planned.

TREKK Design Group, LLC 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 TREKK Design Group, LLC provides a maximum compensation of \$58,430.00 for the design of 100 curb ramps in time for the bond sidewalk-curb replacement project bidding for preparing these streets for later resurfacing projects under the bond.

The budget for this type of work is \$80,000 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 (TREKK Design Group, LLC).

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

Street Name	Block	From	To	Length	Intersection 1	Intersection 2	Intersection 3	# of Ramps
Backer	1100 1200	Olive	Dead End	1205	Backer-end of sidewalk			2
Meyer	1100 1200	Olive	Dead End	1357	Meyer-Melrose	Meyer-Dead End		8
Watts	1100	Olive	Melrose	1031	Watts-Melrose			6
Partridge	1100	Raymond	Olive	1682	Partridge-Melrose	Partridge-Plymouth		14
Partridge		City Limits	Hazelwood	551	Partridge-Canton	Partridge-Forest Green Ct.	Partridge-Dover Ct.	12
Raymond	7000	Partridge	Pennsylvania	981	Raymond-Ped crossing			2
Melrose	7000	Partridge	Pennsylvania	981	None.			0
Corbitt	7000	Partridge	Pennsylvania	978	Corbitt-Partridge			6
Arcadia	7000	Partridge	Etzel	825	Arcadia-Partridge	Arcadia-Etzel		10
Etzel	7000	Olive	Pennsylvania	743	None.			0
Watts Ave	1200	Melrose Ave	Dead end	563	Watts-Dead End			2
Plymouth Ave	7000	Partridge Ave	Pennsylvania Ave	987	None.			0
Dover Ct	7000	Pennsylvania Ave	Partridge Ave	1304	Dover Ct.-Camden Ct. (w)	Dover Ct.-Camden Ct. (e)		8
Camden Ct	7000	Dover Ct	Dover Ct	822	None.			0
Total:								70

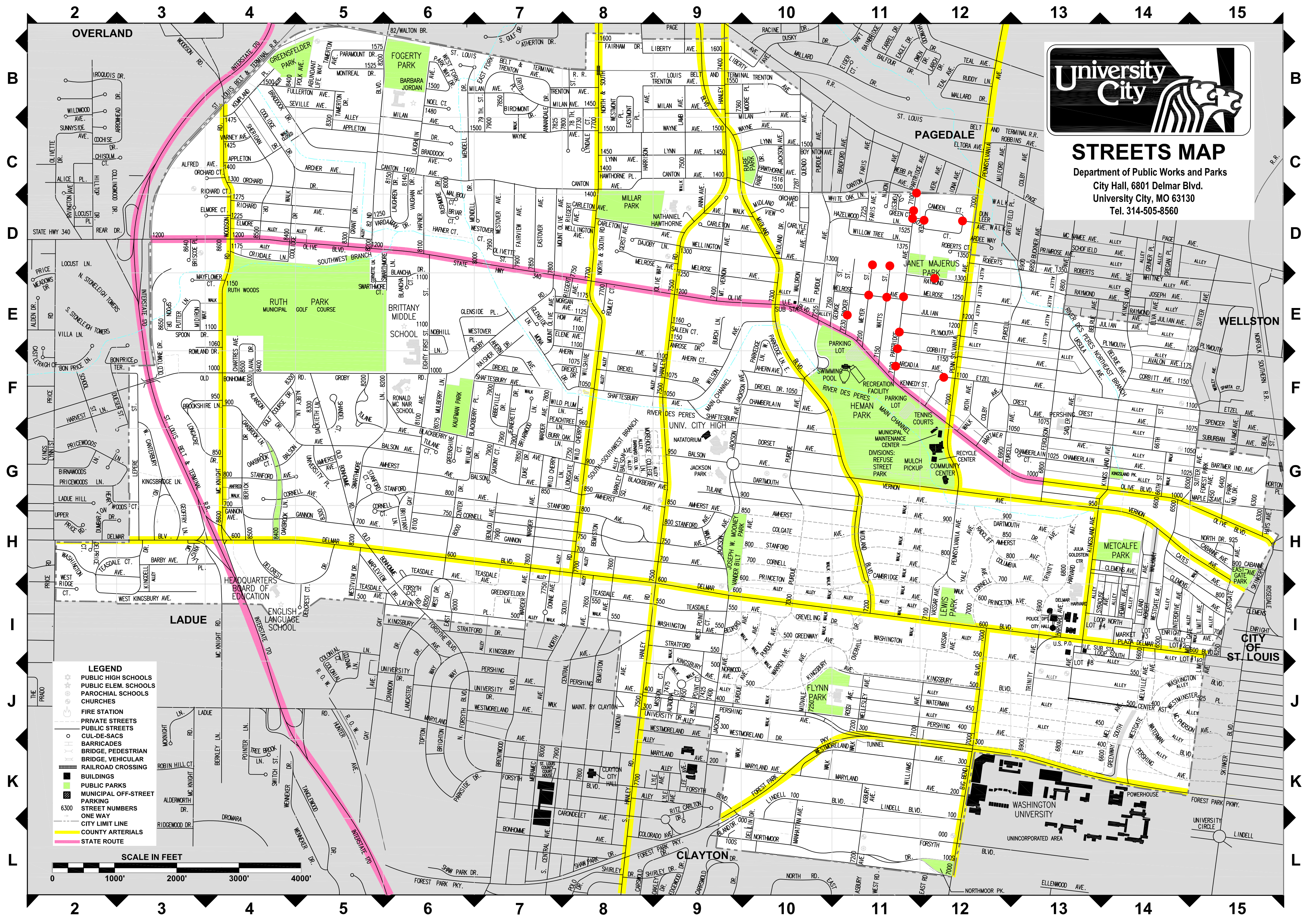
Note: Ramps will be added for a total of 100 ea. per Engineering Services Agreement with TREKK Design Group, LLC dated January 26, 2015.





# 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
- 6300 STREET NUMBERS
- ONE WAY
- CITY LIMIT LINE
- COUNTY ARTERIALS
- STATE ROUTE







8269 Brentwood Industrial Drive  
Brentwood, MO 63144  
Tel (314) 932-1226  
Fax (314) 932-1224  
www.trekkdesigngroup.com

Sinan Alpaslan  
Department of Public Works and Parks  
City Hall  
6801 Delmar Boulevard  
University City, Missouri 63130

January 26, 2015

**RE: Project Proposal  
Professional Services for Curb Ramp Project**

Dear Mr. Alpaslan:

Please find attached our proposal for surveying and engineering design services for the above-referenced project. The project entails topographic surveying and engineering design of approximately 100 curb ramps for ADA compliance, located at approximately 50 various street intersection corners. The location of the various street intersection corners are located in a general area bounded by Olive Boulevard on the south; Purdue Avenue on the west; and University City limits on the north and east. Hereinafter, TREKK Design Group, LLC will be defined as the Engineer and University City will be defined as the Owner.

**I. Proposed Scope of Services (see attached)**

**II. Schedule of Work**

TREKK's current work load does have the ability to accept this project, and we will complete all survey, design, and plan production work within a two month period from Notice to Proceed. This is based on TREKK receiving the Notice to Proceed by the end of February, 2015 (work would be completed by the end of April, 2015). An earlier Notice to Proceed would correspondingly allow the work to be completed earlier.

**III. Project Team**

TREKK's Project Team will consist of the following:

- Kim Pemberton P.E. – TREKK Principal
- Tony Russo – Client Liaison
- Mike Shirk, P.E. – Project Manager
- Mike Klasing, P.L.S. – Survey Manager
- Yibekal Reta – Project Engineer
- Brooks Taylor – CADD Technician

**IV. Additional Services**

All additional work requested by the Owner will be billed on the basis of TREKK's standard hourly rate schedule, or a negotiated lump sum fee.

**V. Client's Responsibilities**

- A. The Client will be responsible for all costs associated with permits, approvals and construction of the facilities designed under this agreement.

*Revolutionize the practice of engineering consulting to improve the quality of life for our clients, employees and community.*

Mr. Sinan Alpaslan  
January 26, 2015  
Page 2

**VI. Contract Fee and Billing**


The Client shall compensate TREKK Design Group for Scope of Services described above and in accordance with Terms and Conditions of this Agreement as follows:

1. For **(A) SURVEY, DESIGN, AND CONSTRUCTION DOCUMENTS FOR THE CURB RAMP PROJECT** compensation shall be on a lump sum basis in the amount of Fifty Eight Thousand Four Hundred Thirty Dollars **(\$58,430.00)**.
2. For **(II) ADDITIONAL SERVICES** compensation shall be computed on an hourly basis according to our **hourly** rate schedule.

All work shall be performed according to our Standard Terms and Conditions of Contract, incorporated into this contract by reference herein and attached as Exhibit A. If this Contract Proposal is acceptable and outlines our complete agreement, please signify your acceptance by signing in the space provided and return on copy to our office. Facsimile followed by hard copy is acceptable. This Document will then constitute our complete Agreement.

TREKK DESIGN GROUP, LLC

University City, Missouri

  
\_\_\_\_\_  
Kimberly Robinett

*1/26/2015*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Date

*Revolutionize the practice of engineering consulting to improve the quality of life for our clients, employees and community.*

TREKK DESIGN GROUP, LLC  
PROPOSED SCOPE OF SERVICES FOR  
CURB RAMP PROJECT  
UNIVERSITY CITY, MISSOURI

**TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION SERVICES:**

1. TREKK's in-house project management, administration, budget tracking, and monthly billing
2. Overall project management and coordination
3. Attend a project kickoff meeting with the Owner to review project goals, standards and requirements, schedule, etc.

**TASK 2 - SURVEYING:**

1. Determine coordinate system to be used (i.e. state plane or local coordinates; USGS or local datum elevations). Research benchmarks for field control.
2. Coordinate with Missouri one-call for field locating of existing utilities
3. Establish horizontal and vertical control points in the field with ties to benchmarks
4. Complete field topographic survey
5. Prepare base topographic drawing file

**Exclusions:**

1. The survey will not include right of way and/or property research and will not include field or office determination of right of way and/or property lines. This will be an additional service if required.
2. The survey will not include post-construction survey for as-built record drawings. This will be an additional service if required.

**TASK 3 – ENGINEERING DESIGN:**

1. Prepare a Digital Terrain Model (DTM) for the existing conditions based on the topographic survey data.
2. Layout and design each curb ramp in compliance with ADA requirements.
3. Prepare a Digital Terrain Model (DTM) for the proposed design.
4. Street drainage will be considered in the curb ramp design in order to eliminate (to the extent possible) ponding at the curb ramp locations.
5. Complete in-house QA/QC review of design and plans.
6. Prepare preliminary construction drawings for Owner review (estimated 50 corners; 100 +/- ramps):
  - a. Deliverables (22"x34" drawing size):
    - i. Title sheet
    - ii. General Location sheet
    - iii. General Notes and Standard Details sheet
    - iv. 13 Plan sheets (4 corners per sheet) (1"=5' horizontal scale)
7. Submit the curb ramp design plans to the Owner for review, and incorporate any required design revisions.
8. Provide final delivery of one signed and sealed full size (22"x34") set of drawings, and pdf copies of the signed and sealed drawings.

**ADDITIONAL SERVICES:** The following services are not included in the scope of services to be provided, however, may be added to the contract at TREKK's standard hourly rate fees if requested later by the Owner:

1. Additional survey to include right of way and/or property determination.
2. Post-construction survey.
3. Bidding and contracting services for construction contract.
4. Construction phase services





## Council Agenda Item Cover

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**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Curb Ramp Design Agreement - 2

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED?:** Yes

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**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, City staff proposes to execute the attached agreement for curb ramp designs with a two-month preliminary and three-month final 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 under the proposed bond-issue is planned.

Oates Associates, 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 Oates Associates, Inc. provides a maximum compensation of \$112,000.00 for the design of 250 curb ramps in time for the bond sidewalk-curb replacement project bidding for preparing these streets for later resurfacing projects under the bond.

The budget for this type of work is \$120,000 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 (Oates Associates, Inc.).

**ATTACHMENTS:** 1) Engineering Services Agreement with Project Schedule  
2) Locations List  
3) Locations Map

Street Name	Block	From	To	Length	Intersection 1	Intersection 2	Intersection 3	# of Ramps
Ahern	7300	Purdue	Jackson	938	Ahern-Jackson	Ahern-Parkedge Ln. (w-e)	Ahern-Purdue	12
Ahern Ct	7400	Wilson Ave	Dead End	380	Ahern Ct.-Wilson			6
Balson	7200	Purdue	Midland	952	Balson-Purdue			8
Balson	7300	Jackson	Purdue	834	None.			0
Burch Lane	1100	Wilson Ave	Dead End	644	Burch Lane-Wilson	Burch Lane-Dead End		8
Canton Ave	7200	Hanley Rd	Quendo Ave	1106	Canton-Rabe	Canton-Jackson		10
Carleton	7400	Mt. Vernon	cul-de-sac	401	Carleton-Mt. Vernon	Carleton-cul-de-sac		10
Cates		Westgate	Eastgate	698	Cates-Westgate	Cates-Eastgate		8
Clemens	6600	Westgate	Eastgate	1186	Clemens-Westgate	Clemens-Interdrive and Limit	Clemens-Eastgate	24
Dorset Ave	7300	Jackson Ave	Purdue Ave	100	Dorset-Jackson	Dorset-Purdue		14
Drexel	7300	Purdue	Jackson	854	Drexel-Purdue	Drexel-Jackson		12
Eastgate		City Limits	Vernon	686	None.			0
Enright		Westgate	Eastgate	970	Enright-Westgate	Enright-Interdrive	Enright-Limit	10
Hawthorne	7300	Rabe	Jackson	443	Hawthorne-Rabe	Hawthorne-Jackson		8
Heman		Loop North	Clemens	660	Heman-Loop North			8
Interdrive		Enright	Clemens	696	None.			0
Jackson		Balson	Shaftesbury	556	None.			0
Jackson	1050	Chamberlain	Ahern	565	Jackson-Chamberlain			8
Jackson	1500	Wayne	Canton	991	Jackson-Lynn			8
Jackson Ave	1000	Shaftesbury Ave	Chamberlain Ave	304	None.			0
Leland		Loop North	Vernon	1625	Leland-Loop North			4
Limit		Enright	Clemens	483	None.			0
Loop North	6600-6700	Kingsland	Leland	760	Loop North-Syracuse			5
Mt. Vernon	1300	Wellington	Anna	603	Mt. Vernon-Anna			6
Mt. Vernon	1400	Anna	cul-de-sac	249	None.			0
Orchard	7200	Quendo	Waldron	141	Orchard-Quendo	Orchard-Waldron		12
Pennsylvania		Dartmouth	Vernon	250	Pennsylvania-Dartmouth			4
Pennsylvania		Tulane	Dartmouth	250	Pennsylvania-Tulane			6
Pennsylvania		Amherst	Tulane	250	Pennsylvania-Amherst			8
Pennsylvania		Cornell	Stanford	310	Pennsylvania-Stanford			6
Pennsylvania		Stanford	Amherst	340	None.			0
Purdue Ave	950	Chamberlain Ave	Dorset Ave	635	Purdue-Chamberlain			8
Purdue Ave	950	Dorset Ave	Balson Ave	318	None.			0
Quendo	1500	Lynn	Canton	751	Quendo-Lynn			2
Quendo	1500	Milan	Lynn	532	Quendo-Milan			1
Quendo	1400	Canton	Orchard	252	None.			0
Rabe	1500	Lynn	Canton	659	Rabe-Lynn			4
Saleen Ct	7400	Hanley Rd	Dead End	271	None.			0
Shaftesbury Ave	7200	Purdue Ave	Midland Ave	628	None.			0
Syracuse		Loop North	Clemens	660	None.			0
Vassar-Pennsylvania		Cornell intersection		250				8
Waldron	1400	Canton	Wellington	1130	Waldron-Carlyle	Waldron-Wellington		14
Wellington	7200	Midland	Waldron	345	None.			0
Wellington	7200	Purdue	Waldron	355	None.			0
Wilson Ave	1000	Shaftesbury	Ahern	780	Wilson-Shaftesbury	Wilson-Drexel		8
Wilson Ave	1100	Ahern Ct	Midland Ave	1315	None.			0

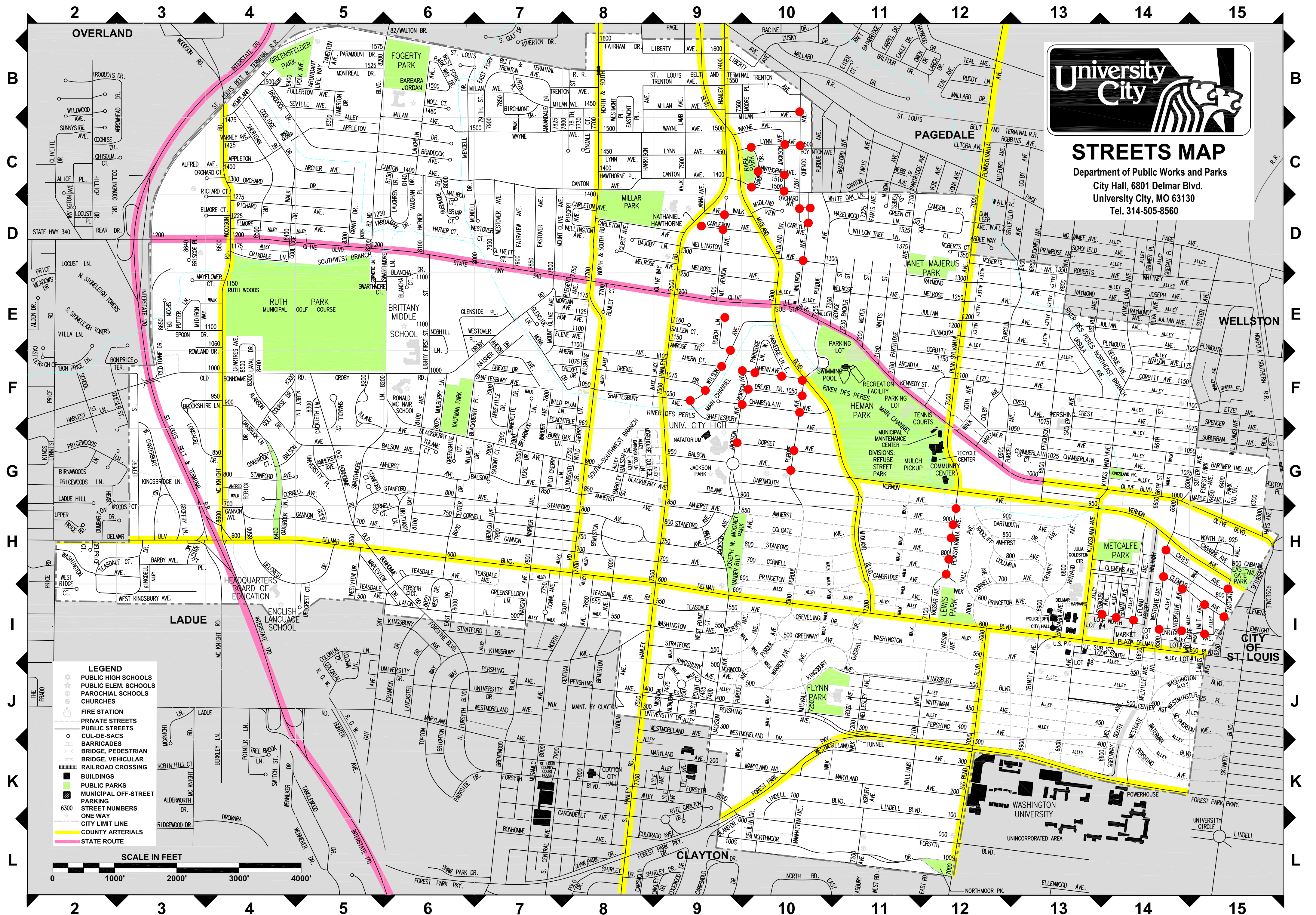
Total: 250





# 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







January 27, 2015

Sinan Alpaslan, PE, City Engineer – Assistant Director  
Public Works–Parks Department  
City of University City  
6801 Delmar Boulevard  
University City, MO 63130

Re: 2015 Curb Ramp Design

Dear Mr. Alpaslan:

We propose to render professional engineering services in connection with the 2015 Curb Ramp Design project (hereinafter called the "Project"), at approximately 48 intersection locations throughout the City. See attached List and Map provided by the City for the locations of the intersections and curb ramps. A total of approximately 250 directional curb ramps will be designed. It is understood that the City may reduce the number and location of ramps on the attached list and substitute additional ramps in the same vicinity. No additional fee will be required provided the City provides written notification of any substitutions prior to the commencement of survey operations at the affected intersections and the total number of ramps does not exceed 250.

Our Basic Services are limited to design and plan preparation for accessible curb ramps, as set forth in the attached Estimate of Person Hours and Costs. Deliverables will be limited to individual plan sheet exhibits at 1"=5' scale that will be inserted into a set of construction documents prepared by the City. Complete construction plans and specifications are not included in this agreement. We will furnish Additional Services as you may request. These services are provided subject to the General Conditions shown on the attached Exhibit A. You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit A. Billings for Basic Services are estimated at \$112,000.

Our project team will consist of Mike Busch as Project Manager, Travis Helmkamp as lead Project Engineer, and Jeff Rensing as Project Principal. The design team will be supplemented by additional staff engineers as needed to complete the work within the City's schedule (see attached Project Schedule). Topographic survey will be completed with in-house staff and will be managed by Steve Keil.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until March 1, 2015, unless changed by us in writing.

Sincerely,

**OATES ASSOCIATES, INC.**

Michael D. Busch, PE  
Project Manager

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ILLINOIS  
Eastport Business Center 1  
100 Lanter Court, Suite 1  
Collinsville, IL 62234  
tel 618.345.2200  
fax 618.345.7233

MISSOURI  
Laclede Gas Building  
720 Olive, Suite 1660  
St. Louis, MO 63101  
tel 314.588.8381  
fax 314.588.9605

www.oatesassociates.com

## EXHIBIT A HOURLY RATE SCHEDULE

Principal Engineer	200.00
Senior Professional II	170.00
Senior Professional I	150.00
Professional IV	140.00
Professional III	130.00
Professional II	115.00
Professional I	100.00
Junior Professional	85.00
Technician III	115.00
Technician II	95.00
Technician I	75.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2014 and are subject to adjustment annually.

### GENERAL CONDITIONS

#### TERMS

When used below, the term "we" and "our" refers to Oates Associates, Inc. and its consultants, stockholders, agents and employees. The term "you" and "your" refers to the person or entity to whom this proposal is addressed.

#### PAYMENT PROVISIONS

We will bill you monthly for services and reimbursable expenses. Our invoices are due and payable within 30 days of issuance. If invoices are not paid when due, we will stop work on the project until paid. In addition, a late charge of 1-1/2% per month will be assessed on invoices not paid within 30 days.

We will bill you for any direct costs we incur in the prosecution of this work. Direct costs may include subconsultants we contract to perform a portion of our scope. Reimbursable expenses will also include any out of pocket costs directly related to this project. Basis for billings of reimbursable expenses will be actual cost.

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project. We would expect to start our services promptly after receipt of your acceptance of this proposal. If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delay including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

#### GENERAL LIABILITY AND LIMITATION THEREOF

We agree to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage arising directly out of our negligent acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, we will provide certificates evidencing such coverage and, if available, will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

#### LIMITATION OF LIABILITY

You recognize that our fee includes an allowance for funding a variety of risks which are imposed on us by virtue of our involvement in and association with your project. One of these risks stems from the potential for human error. In order for you to obtain a reduction in fee by virtue of a smaller allowance for risk funding, you agree to limit our professional liability to you for any and all claims, losses, expenses, injuries or damages (including consequential damages) arising from our professional acts, errors, or omissions, such that our total aggregate liability to you shall not exceed the total compensation received by us under this agreement, or the sum of \$50,000, whichever is greater. If you wish to discuss higher limits and the charges involved, you should speak with our personnel.

#### THIRD PARTY CLAIMS

Nothing contained in this Agreement shall 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 Agreement are being performed solely for your benefit, and no other entity shall have any claim against us because of this Agreement or the performance or nonperformance of services hereunder. You agree to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

#### OWNERSHIP AND USE

Upon full payment of all sums due or anticipated to be due us under this Agreement and upon performance of all your obligations under this Agreement, the latest original Drawings and Specifications and the latest electronic data prepared by us for the Project shall become your property. This conveyance shall not deprive us of the right to retain electronic data or other reproducible copies of the Drawings and Specifications or the right to reuse information contained in them in the normal course of our professional activities. We shall be deemed the author of such electronic data or documents, shall retain all rights not specifically conveyed, and shall be given appropriate credit in any public display of such Drawings and Specifications. We will, however, retain ownership and possession of original recorded plats.

You will not use or authorize any other person to use the Drawings, Specifications, electronic data and other instruments of service on other projects, for additions to this Project or for completion of this Project by others so long as we are not adjudged to be in default under this Agreement. Reuse without our professional involvement will be at your sole risk and without liability to us. You agree to indemnify and hold us and our subconsultants or agents harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized reuse of Drawings, Specifications, electronic data or other instruments of service.

# EXHIBIT A

## GENERAL CONDITIONS (continued)

### TIMING OF STANDARDS

We endeavor to perform our services in accordance with standards, building codes, and ordinances in effect at the time of service using that level of care and skill ordinarily exercised by members of the profession currently practicing in the same or similar locality and under similar conditions. You understand that these standards and level of care and skill change with time and that substantially delayed use of our documents without our involvement is at your own risk.

### TERMINATION, SUSPENSION OR ABANDONMENT

You recognize that if you terminate, suspend or abandon this project we will incur many costs which we would not have incurred had the project continued to completion. Therefore it is agreed that an equitable adjustment to our compensation shall include but not be limited to all reasonable costs incurred by us on account of suspension or abandonment of the Project, for preparation of documents for storage; maintaining space and equipment pending resumption; orderly demobilization of staff; maintaining employees on a less than full-time basis; terminating employment of personnel because of suspension; rehiring former employees or new employees because of resumption; reacquainting employees with the Project upon resumption; and making revisions to comply with Project requirements at the time of resumption.

### DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, you and we agree that all disputes between us arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

### UNFORESEEN CONDITIONS

Our services may be provided to assist you in making changes to an existing facility for which you shall furnish documentation and information upon which we may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by you, we shall not be required to perform or to have others perform destructive testing or to investigate concealed or unknown conditions.

### RELIANCE ON INFORMATION

In the event documentation or information furnished by you is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of our Additional Services, shall be borne by you. You shall indemnify and hold harmless Oates Associates, Inc, our subconsultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, which arise as a result of documentation or information furnished by you.

### CONSTRUCTION MEANS AND METHODS

Performance of our services does not imply liability by us for Contractor means, methods, techniques, sequences or procedures of construction selected by Contractor or safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly we can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor failure to furnish and perform work in accordance with Contract Documents.

### JOBSITE SAFETY

Insofar as jobsite safety is concerned, we are responsible solely for our own and our employees' activities on the jobsite, but this shall not be construed to relieve you or any construction contractors from their responsibilities for maintaining a safe jobsite. Neither our professional activities nor the presence of our employees and subconsultants, shall be construed to imply we have any responsibility for methods of work performance supervision, sequencing of construction, or safety in, on, or about the jobsite. You agree that the general contractor is solely responsible for jobsite safety, and you warrant that this intent shall be made evident in your agreement with the general contractor. You also warrant we shall be made an additional insured under the general contractor's general liability insurance policy.

### HAZARDOUS MATERIALS

As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gasses and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

You and we acknowledge that our scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event that we or any other party encounter any hazardous materials, or should it become known to us that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of our services, we may, at our option and without liability for consequential or any other damages, suspend performance of our services under this Agreement until you retain appropriate consultants or contractors to identify and abate or remove the hazardous materials and warrant that the jobsite is in full compliance with laws and regulations regarding such materials.

# PROJECT SCHEDULE

**FIRM:** OATES ASSOCIATES, INC.  
**ROUTE:** Various Routes Throughout City  
**PROJECT:** 2015 Curb Ramp Design  
**CLIENT:** City of University City  
**COUNTY:** St. Louis  
**JOB NO.:** 15013

TASK	(mos)	2015											2016
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
FIELD SURVEYS	(3)												
PROJECT DEVELOPMENT REPORT	0												
UTILITY COORDINATION	0												
PRELIMINARY ROAD DESIGN	0												
FINAL PLANS/ DOCUMENTS	(3)												
RIGHT OF WAY	(1)												
CONSTRUCTION PHASE SERVICES	0												
		Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan

**ANTICIPATED AUTHORIZATION** Feb. 16th  
**PRELIMINARY PLAN SUBMITTAL** May 1st \*\*  
**FINAL PLAN SUBMITTAL** May 15th

\*\* Note: Individual curb ramp plan sheets will be submitted in groups as completed to expedite review by the City as requested. All preliminary curb ramp sheets will be submitted by May 1st.





## City Manager's Report Agenda Item Cover

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**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Liquor License for **Millbrook Pharmacy, LLC,**  
**7010 Pershing Ave**

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

**BACKGROUND REVIEW:** **Millbrook Pharmacy, LLC,** has applied for a liquor license: Intoxicating Liquor of All Kinds By the Package, including Sunday Sales. The applicant/managing officer is Richard Williams.

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

**ATTACHMENTS:** Background Check  
Department Approvals

**RECOMMENDATION:** Approval



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

*BUS 3443*  
*LIQUOR #20*

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

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

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

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

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

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

**PAID**  
 11-23-15  
 \$25.00 Application Fee

**RECEIVED**  
 JAN 15 2015  
 Finance Department  
 City of University City

I. BUSINESS APPLYING FOR LICENSE:		
A. BUSINESS NAME AND TYPE		<input type="checkbox"/> Sole Owner <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company
Millbrook Pharmacy, Inc.		
B. DESCRIPTION OF PREMISES AND ADDRESS:		C. PHONE:
DESCRIPTION: Retail Pharmacy		(314) 575-2794
ADDRESS: 7000 Pershing Ave U. City, MO 63130		
HOURS OF OPERATION: M-F 8:30-8:00 Sat 9-6 Sun 10-4		
II. MANAGING OFFICER:		
A. NAME: (LAST)		(FIRST)
Williams		Richard
B. ADDRESS, CITY & ZIP CODE:		C. PHONE:
13 Cedar Crest St. Louis MO 63132		314-515-2994
D. DATE OF BIRTH:		F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)
5-23-1959		314-948-4031
G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)		
N/A		
H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:		
N/A		
I. MISSOURI RESIDENT SINCE: (MONTH & YR)		L. COUNTY:
May 1959		ST. LOUIS
K. TOWNSHIP:		
Ladue		
M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:		
Ladue Pharmacy LLC		
N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)		
FOR PARTNERSHIP OR LIMITED PARTNERSHIP		NUMBER OF MEMBERS:
A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)		
FOR CORPORATION OR LIMITED LIABILITY COMPANY		NUMBER OF MEMBERS:
A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)		
Richard S Williams 13 Cedar Crest St Louis MO 63132 5/23/1959		
OTHER PERSONS		NUMBER OF MEMBERS:
A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)		
B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)		



**III. OTHER INFORMATION**

A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI?  
 YES  NO

B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI?  
 YES  NO

C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE?

YES  NO (IF YES, EXPLAIN, SEE ITEM D)

D. EXPLAIN (WHEN, WHERE?)

*Ledue Pharmacy - current*

E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED?

YES  NO (IF YES, EXPLAIN, SEE ITEM F)

F. EXPLAIN (WHEN, WHERE?)

G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE?

YES  NO (IF YES, EXPLAIN, SEE ITEM H)

H. EXPLAIN (WHEN, WHERE?)

*Ladue Pharmacy*

I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR?

YES  NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)

J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES?

YES  NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)

K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR:

- RESTAURANT
- HOTEL DINING ROOM
- OTHER (PLEASE EXPLAIN)

*Retail Pharmacy*

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 100,000 OTHER (INCLUDING LIQUOR) \$ 2,000,000

M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS?  YES  NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):

N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.)

YES  NO

AMOUNT OWED:

\$ PENDING

NAME:

*The Business Bank of St Louis*

ADDRESS, CITY, STATE, & ZIP:

*8000 Maryland Ave St Louis Mo 63105*

PHONE:

*314-721-8003*

OCCUPATION:

*Bank*

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

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

[Signature]  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 29 OF December 2014.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/3/16



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Community Development	_____	Date: _____
City Manager	_____	Date: _____

**IV. SUNDAY LIQUOR LICENSE**

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

Under the provisions of Chapter 5, Section 8.240 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 1:00 P.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) Williams (FIRST) Richard (MIDDLE INITIAL) S

B. BUSINESS NAME: MILLBROOK Pharmacy, Inc. PHONE NUMBER: (314) 575-2794

Type of Liquor License held or applied for:

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

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

[Signature]  
Signature of Applicant

Pres  
Title of Applicant

12/29/14  
Date

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

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 5.08.060 of University City Municipal Code.

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

1) Date: 12/27/2014 Name: Ben Senturia  
Location of University City real property taxed in your name: 7031 Waterman  
How long have you known applicant? 5 Years Are you related? No  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No  
Do you vouch for applicant's moral character and reputation? Yes  
Phone Number: 314-726-2060 Signature: [Signature]

2) Date: 12/29/2014 Name: Harry Johnson  
Location of University City real property taxed in your name: 7042 Maryland Ave  
How long have you known applicant? 45 yrs Are you related? no  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? no  
Do you vouch for applicant's moral character and reputation? yes  
Phone Number: 314-725-6070 Signature: [Signature]

3) Date: Dec 29, 2014 Name: Carol Diaz-Granados Duncan  
Location of University City real property taxed in your name: 7433 Amherst Ave  
How long have you known applicant? 40 yrs Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? Absolutely  
Phone Number: (314) 721-0386 Signature: [Signature]  
unlisted

4) Date: \_\_\_\_\_ Name: Attached  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

5) Date: \_\_\_\_\_ Name: Attached  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_



Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 5.08.060 of University City Municipal Code.

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

1) Date: 12/27/2014 Name: Susan Murray  
Location of University City real property taxed in your name: 525 Purdue Ave.  
How long have you known applicant? 40+ years Are you related? no  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? no  
Do you vouch for applicant's moral character and reputation? yes  
Phone Number: 314-330-9987 Signature: [Signature]

2) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

3) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

4) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

5) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_



Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 5.08.060 of University City Municipal Code.

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

1) Date: 12/28/14 Name: RICHARD J EISEN  
Location of University City real property taxed in your name: 7437 TEASDALE  
How long have you known applicant? 30+ years Are you related? NO  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO  
Do you vouch for applicant's moral character and reputation? YES  
Phone Number: (314) 725-7343 Signature: [Signature]

2) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

3) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

4) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

5) Date: \_\_\_\_\_ Name: \_\_\_\_\_  
Location of University City real property taxed in your name: \_\_\_\_\_  
How long have you known applicant? \_\_\_\_\_ Are you related? \_\_\_\_\_  
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? \_\_\_\_\_  
Do you vouch for applicant's moral character and reputation? \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Signature: \_\_\_\_\_

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65105-3666



Received Time Dec. 30, 2014 1:25PM No. 2567  
*Proctor*  
DEPARTMENT OF REVENUE

Telephone: (573) 751-9268  
Fax: (573) 522-1265  
E-mail: taxclearance@dor.mo.gov

## CERTIFICATE OF NO TAX DUE

MILLBROOK PHARMACY INC  
9832 CLAYTON RD  
LADUE MO 63124

DATE: DECEMBER 30, 2014

MISSOURI TAX ID NUMBER: 22287574

LOCATION: NON APPLICABLE

To Supervisor of Liquor Control: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES AND WITHHOLDING tax due, including penalties and interest, or does not owe any SALES AND WITHHOLDING tax, according to the records of the Missouri Department of Revenue, as of December 30, 2014. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This certificate is only for the purpose of obtaining a liquor license and is not pursuant to Section 144.150, RSMo.

This statement only applies to SALES AND WITHHOLDING tax due and does not limit the authority of the Director of Revenue to assess, and/or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of audit, review of taxpayers's records, or determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

Sincerely,

A handwritten signature in cursive script that reads "Dwayne Maples".

Dwayne Maples  
Administrator, Business Tax  
Taxation Division

NH:DU2096

CBN020  
201436400300694

February 9, 2015

K-6-10

ST. LOUIS COUNTY, MISSOURI



# Personal Property Tax Receipt

This information reflects the tax status for the account and tax year indicated.

If you have any questions you can contact the Collection Division by calling (314) 615-5500.

## No Taxes Are Due

Effective 12/30/2014.

**Tax Year:** 2013  
**Account Number:** 874181796  
**Account Status:** Active  
**Name:** Williams Richard S & Marcy A  
**Taxing Address:** 13 Cedar Crest St  
 Saint Louis, Missouri 63132  
**School Sub Code:** 117AL  
**City Code:** 033  
**Site Code:** 0803  
**Total Assessed Value:** 20,240  
**Tax Rate:** 7.1741

Office Use: 5PTP6Y9M7216871541748UD3Q 12/30/2014 9:44:31 AM



**Personal Property Tax Paid: 874181796**

Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2013	\$1,452.04	\$0.00	\$0.00	\$16.68	\$1,468.72	\$1,468.72	12/24/2013

**Vehicles Detail: 874181796 - 2013**

Line Number	Reference Number	Description	Year	Make	Model	Product Code	Total Units	Assessed Value Per Unit	Total Assessed Value
1	20	Auto	2004	Lexus	Gx470	742280	1	4,920	4,920
2	30	Auto	2006	Nisan	Pathfinder	002005	1	2,870	2,870
3	40	Auto	2013	Lexus	Rx350	383710	1	12,450	12,450
<b>Total &gt;&gt;</b>									<b>20,240</b>

Close Window





February 9, 2015

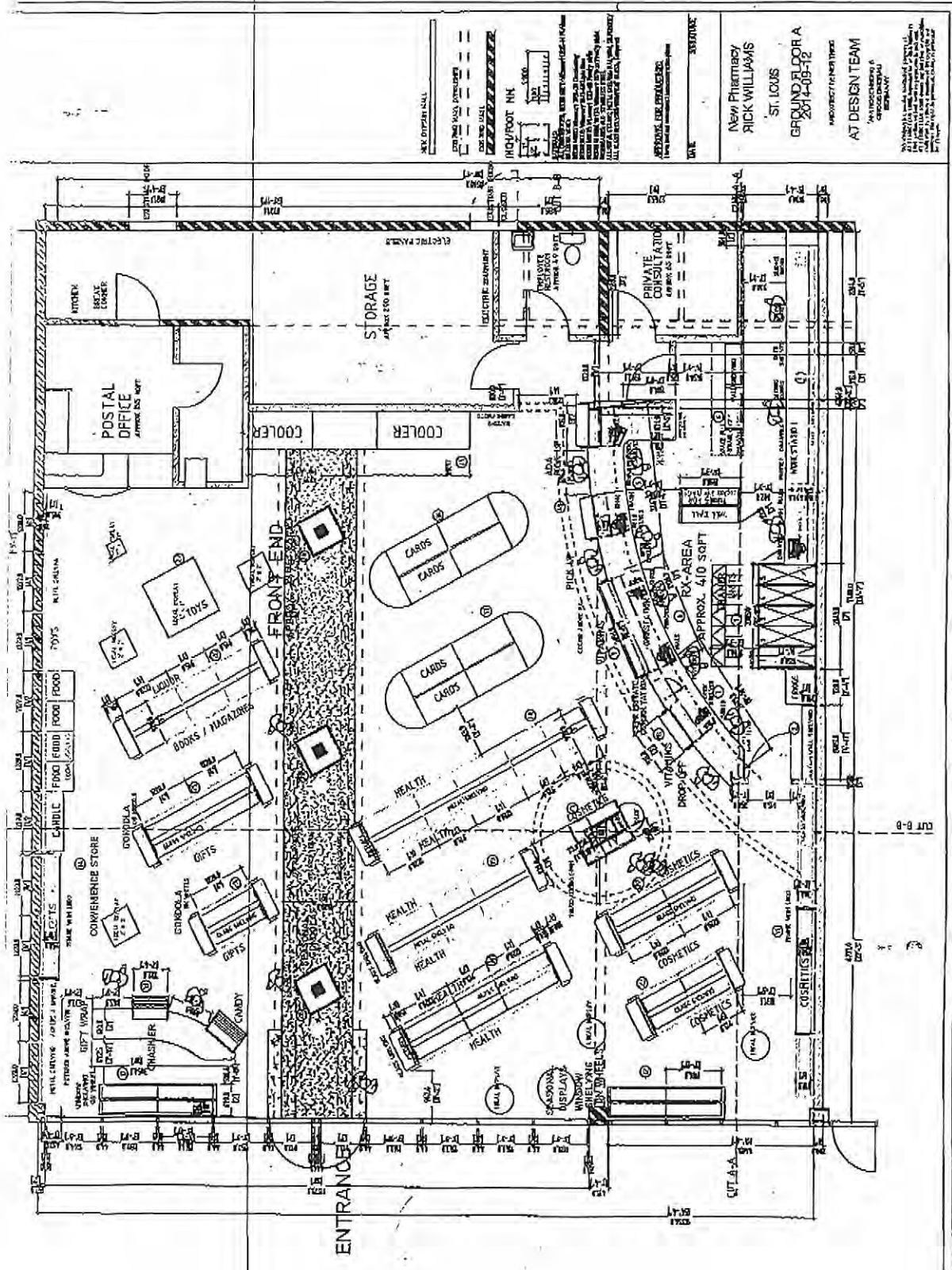
K-6-12



2/2/15

863-0921

Fr Millbrook Pharmacy Liggett Appl



**JASON KANDER**  
MISSOURI  
SECRETARY  
OF STATE

Business  
Services



Elections  
& Voting



Investor Protection  
& Securities



State  
Library



Records  
& Archives



Administrative  
Rules



Publications  
& Forms



### CHECK YOUR VOTER REGISTRATION

Yes, RICHARD WILLIAMS is registered at 13 CEDAR CREST, ST LOUIS, 63132.

Your precinct is CC,CC,015

Your polling place could not be displayed because your next election is more than six weeks from now. Please check back closer to the election date.

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Contact Us:  
600 West Main Street  
Jefferson City, MO 65101  
Main Office: (573) 751-4938  
Info@sos.mo.gov  
Branch Offices

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

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

[Signature]  
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 29 OF December 2014.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/3/14



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Community Development	<u>[Signature]</u>	Date: <u>1/21/15</u>
City Manager	_____	Date: _____



## Inter-Office Memo

### APPLICANT

Richard S. Williams  
13 Cedar Crest St. Louis, MO 63132  
314-575-2794, 314-993-4031

### BUSINESS

Millbrook Pharmacy Inc.  
7010 Pershing 314-575-2794



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I have reviewed the findings of the investigation completed by Michael Gage concerning the liquor license application submitted by Richard Williams for "Millbrook Pharmacy Inc." located at 7010 Pershing. Det. Gage's investigation was thorough and does not reveal any issues that would justify a denial of a City of University City Liquor License as applied for by Richard Williams.

Lt. Carl Coleman 292  
Respectfully submitted  
Lt. Carl Coleman, DSN 292

1/21/2015  
APPROVED  
C. ADAMS





## Council Agenda Item Cover

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**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Council approval for extending leave time for injured police officer

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

**BACKGROUND REVIEW:** Officer Hoelzer was wounded in action while on duty for University City Police Department. According to the City of University City, Missouri, Civil Service Rules and Regulations as amended May 9, 2011, Rule X, No. 6-Injury Leave, "*Any such employee shall have the right to appeal to the City Council for additional injury time before the possible use of sick or vacation leave*".

Officer Hoelzer is appealing for additional injury leave time before the possible use of sick or vacation time.

**RECOMMENDATION:** Staff recommends approving additional leave time.

CITY OF UNIVERSITY CITY, MISSOURI  
CIVIL SERVICE RULES AND REGULATIONS  
AS AMENDED ON MAY 9, 2011

**RULE I**

**PURPOSE AND AMMENDMENT OF RULES**

1. Purpose of Rules: It is the purpose of these rules to supplement, interpret, and otherwise to give effect to merit system provisions of Article VII of the Charter of University City, Missouri. The rules shall be applied in accordance with the purposes of that article.
2. Amendment of Rules: These rules may be amended by following the same procedure as outlined for the adoption of the Civil Service Rules in Article VII of the Charter.

**RULE II**

**DEFINITIONS**

As used in these rules, the following words and terms, unless the text clearly requires otherwise, shall have the meaning indicated below:

1. "Allocation" means the assignment of an individual position to an appropriate class based on the kind, difficulty, and responsibility of the work actually performed in the position.
2. "Appointing authority" means an officer having power to make appointments to positions. Appointing authorities shall be designated by the City Manager.
3. "Class" or "Class of positions" means a group of positions sufficiently alike in duties, authority, and responsibility to justify the same title, qualifications, and the schedule of pay to all positions in the group.
4. "Class specification" means the written description of a class containing a title, a statement of the duties, authority, and responsibilities of the class, and the qualifications that are necessary to desirable for the satisfactory performance of the duties of the class.
5. "Classified employee" means all positions not included in the unclassified listing.
6. "Demotion" means the change of an employee from a position in one class to a position in another class having a lower maximum salary rate.

appointing authority's judgment as to the employee's willingness and ability to perform the duties satisfactorily and as to the employee's habits and dependability.

4. Dismissal: At any time during the probationary period, the appointing authority may remove an employee if in the appointing authority's opinion the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that the employee's habits and dependability do not merit continuance in the service. Upon such removal, the appointing authority shall forthwith report in writing to the Human Resources Director and to the employee removed the actions and reasons therefore. No more than three employees shall be removed successively from the same position during their probationary period without the approval of the Human Resources Director. An employee who is found to have been appointed through fraud or error shall be removed within ten days of notification to this effect by the Human Resources Director to the appointing authority.
5. Probationary Period Reports: At least ten days prior to the expiration of an employee's probationary period, the appointing authority shall notify the Human Resources Director in writing whether the services of the employee have been satisfactory and whether the employee will continue in the position. A copy of such notice shall be given to the employee. Failure of the appointing authority to make the required report shall result in an automatic thirty-day extension of the probationary period during which time the Human Resources Director shall obtain such report.
6. Restoration of Dismissed Employee to Appropriate List: If an employee is removed from a position during or at the end of the probationary period and the Human Resources Director determines that the employee is suitable for appointment to another position, the employee's name may be restored to the list from which it was certified. An employee appointed from a promotional list who does not successfully complete the probationary period may, upon recommendation of the appointing authority, be reinstated in a position in the class occupied by the employee immediately prior to promotion if a vacancy in that class exists at that time or shall be placed on a re-employment list awaiting appointment for a position for which the employee is eligible.

## RULE X

### ATTENDANCE AND LEAVES

1. Hours of Work: The hours during which offices will be kept open for business shall be determined by the City Manager. Each Department Director shall prepare for the department or organizational units for which the Director is responsible, a schedule of normal working hours for approval by the City Manager.

The number of hours per week or per month for full-time employment for each classification shall be considered an integral part of the pay plan. The required number of hours per week or per month shall become effective upon the adoption of the pay



on a forty (40)-hour per week schedule. The full-time regular fire personnel working the average fifty-six (56)-hour workweek shall be allowed a total maximum accumulation of not more than forty-two (42) working days.

6. **Injury Leave:** All regular and probationary full-time employees shall be granted injury leave in the event of injury on the job in accordance with the following regulation.

For the first forty work days of absence due to an in-service injury, the employee will receive regular salary without sacrifice of earned sick leave. Any such employee shall have the right to appeal to the City Council for additional injury time before the possible use of sick or vacation leave. Upon exhausting injury leave, an employee will have the following options:

- (a) Using sick leave
- (b) Using vacation leave
- (c) Receiving Worker's compensation check

7. **Other Leaves of Absence With Pay and Without Pay:** Regular full-time employees will be granted three days leave of absence with pay upon the recommendation of the department director in case of a death in the employee's "immediate family." "Immediate family" includes spouse, significant other, children or stepchildren, father, mother, sister, brother, grandmother, grandfather, and mother, father, sister, grandmother, and grandfather in-laws. Employees may be granted up to seven days leave of absence with pay upon the death of a spouse or child living in the employee's household. The Fire Chief, if necessary, may grant a maximum of two consecutive shift days leave of absence with pay, except upon the death of a spouse or child living in the employee's household, four days may be granted.

Employees shall be granted leave of absence with pay for required jury duty to an amount equal to the difference between the employees' regular pay and compensation received for jury duty.

Leaves with pay may be authorized in order that regular employees may attend job-related official meetings. Leave of absence with pay must be approved by the City Manager. Failure on the part of the employee on leave of absence with pay to report promptly at its expiration, or within a reasonable time after being given notice to return to duty shall be cause for discharge. Other leave without pay shall be granted only when it will not result in undue prejudice to the interests of the City as an employer upon recommendation by the Department Director and approval by the City Manager with such restrictions or conditions as may be determined by the City Manager at his discretion.

8. **Absence Without Leave:** An absence of an employee from duty, including any absence for a single day or part of a day, that is not authorized by specific grant of leave of absence under the provisions of these rules shall be deemed to be absence without leave. Any such absence shall be without pay and may be subject to disciplinary



## Council Agenda Item Cover

**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Marketing and Public Relations Services Contract

**AGENDA SECTION:** City Manager's Report

**CAN THIS ITEM BE RESCHEDULED? :** Yes

**BACKGROUND REVIEW:** The City has invited Marketing Communications and Public Relations firms to submit a proposal to assist with various aspects of promoting the City. The required activities include media relations and other marketing communications to assist the City in its efforts to reach stakeholders. Five companies submitted proposals which included an estimate of charges:

<u>Company</u>	<u>Monthly</u>	<u>Hourly Rate</u>
Avant Marketing Group	\$ 5,000	\$ 119
Brighton Agency	4,167	125
Common Ground Public Relations	4,000	125
Conversion Global Marketing	3,625	75-150
MSW Marketing	4,150	-

**RECOMMENDATION:** City recommends Council to approve the MSW Marketing proposal and authorize the City Manager to sign a contract with this company.

**ATTACHMENTS:** RFQ Marketing and Public Relations Services  
MSW Marketing's Proposal  
An agreement between University City and MSW Marketing



## Proposal of Public Relations Services for



November 2014

Prepared by Paul Eppen and Phyllis Weiss

(314) 542-0400



## Letter of Interest

It is not a secret that our entire region is in rapid flux, as is the world of communications. University City has seen great development and growth over the past years as well as weathered and addressed its own challenges; all while continuing to thrive and flourish in fine fashion.

To keep this enviable place among inner suburban cities, University City is seeking a marketing firm that comes with the expertise and ability to meet all its goals - a firm that will deliver confidence in its ability and desire to be an indispensable part of the communications department.

The team at MSW Marketing is certain that we are the ideal agency to partner with University City at this time. We bring a mix of seasoned professionals, well respected for decades of effective marketing in the community. We are welcomed and favored amongst the media for our work.

Our staff members have vast knowledge and experience in the latest social media platforms as well as an in-depth understanding of all the tools and techniques required for increasing and sustaining audience engagement.

We also understand the sensitivities inherent in the diversity of population, the types of homes, businesses, education, social services and demographic mix found in University City. We have worked with, and learned from, each of these diverse populations.

In the request for proposal you have identified a broad scope of work to be performed. For each, we can respond by providing examples of fruitful client work

For the communities in which we have worked we have unified the residential, business and event components under an umbrella brand marketed for greater public awareness.

We have shown measurable results of bringing new people into the district to live, work and play. And we have managed successful tax and bond campaigns; managed grand openings, hard hat tours; developed a plan for district communications and introduced social and digital media district-wide.

For each client we have not only increased the results/deliverables, we have created a closer relationship between our client and the citizens of the community - a government responsive to and considerate of its stakeholders.

We cannot stress strongly enough how honored we would be if selected as the Marketing and PR agency for University City. We watch closely, taking delight in your media successes, your thriving businesses and residential communities.



## Proposed Communication Plan

Communications must progress by executing a multi-tiered approach. However, messaging must be appropriate to be effective.

- Begin informal MSW survey of the various constituents. Include, the residents, the business owners and employees, the arts entities, the University City government departments and managers and possible educational institutions.

Meet regularly with the staff within city hall assigned as our contact. We establish strong working relationships through set weekly or bi-weekly meetings and maintain daily communications through email and phone.

- Someone from MSW is available twenty-four hours a day, every day, to respond to media inquiries or for emergency crisis communication.

MSW will build an annual, month-by-month communications plan for releases and social media messaging, incorporating on-going seasonal occurrences. We distribute the information in as many ways as needed to assure the most visibility and placements:

- Press Releases to include: News items, promotional events, milestones, national industry trends and forecasts as they relate to the workings of city management deemed appropriate for public awareness.
- Write press releases or media alerts and distribute to the appropriate media contacts and advise the client in communicating the same messages through Facebook, Twitter or other social media.
- Follow up with key media contacts to pitch placements in accordance to the placement goals.
- Prepare and accompany the client spokesperson to all interviews. Establish talking points in advance for reference of the spokesperson and interviewer.
- Track all media placements and submit on a weekly basis or as the client requests. Retrieve broadcast reports and clips as well. These reports include media values.
- Prepare and deliver clipbooks of secured media placements to keep on record for use in attracting new business and development, or funders and sponsors.
- Fill in the media grid and supplement with releases of breaking city news and launch of new projects, events or voter-information communication.

## Complementary Retainer Services

- MSW provides media training to all University City officials before any media appearance. Even those with prior training will be briefed for speaking points in advance of each interview. Those speaking points also will be given to the reporter prior to the interview.
  - If an interview is in response to breaking news or crisis control, those statements will be messaged in advance as well.
  - MSW maintains current, updated versions of traditional media contacts, on-line and community calendars, social media platforms and bloggers.
- MSW is able to assist in community events through messaging, staffing for media management day of, and pre-event committee consultation.
- Create recommendation for increasing Website Traffic through enhanced:
  - Search Engine Optimization – Website design, content, links, etc.
  - Search Engine Marketing – Key word portfolio and bidding strategy
  - Landing page strategy and development
  - Pre-Roll ads
  - Integration with Social Media
- Produce Social Media Plan to complement/support total marketing campaigns and develop:
  - Content Calendar Facebook, Twitter, Pinterest
  - ads and buttons
  - Boosted ad & post plan with associated budget
- Create and help manage events or assist in management of established and/or ongoing events. When events require posters or fliers, we can manage design and distribution of those or work with any company designated by the client. We are available set up or to manage messaging for community forums and train those identified to speak.
- Consultation in planning public relations and marketing tactics for crisis management.
- Advise in the creation and management of a Facebook and Twitter account to communicate with residents and non-residents, and employ other social media tactics as appropriate or necessary.

## Complementary Retainer Services (continued)

- Assist in the creation of new print collateral for the city (i.e. brochures, press kits, or other)
- Enter competitions for the city in a variety of areas: Best Places to Work, What's Right with the Region, Up and Coming Employee, green awards and similar.
- Write and help develop content for newsletters and e-blasts.
- Find national placements when possible through reporter searches. Submit to reporters in a variety of areas, including: lifestyle, community involvement, business, new trends or successes in city government.
- Respond 24 hours a day, seven-days a week to media requests including answering media calls and managing client breaking news or crisis control.
- Enter competitions on behalf of the city in a variety of areas: Best Places to Work, What's Right with the Region, Up-and-Coming Employees, Forty under Forty, Best Restaurants, Best Neighborhoods, Best Streets (again) etc.

## Tracking and Reporting

- MSW recommends weekly or bi-weekly meetings to discuss and update activity.
- Monthly Reporting – MSW compiles weekly reports for a monthly report, using media management and monitoring software such as Vocus, Meltwater, Cision and BurrellesLuce.
- Media value – As reports are generated we then assign approximate monetary values for the worth of the placement based on comparable advertising.

## Samples of Recent Work

MSW is managed by principles that have been in the P.R. business for more than 20 years. We have developed a sophisticated skill set acquired through working with a wide range of clients in a diversity of fields. We have worked with major names in education, social service organizations, retail, restaurant, corporate as well as civic. This diversity ensures we can move through the various components inherent in city government with the all the confidence, ability and sensitivity necessary.

## 1. City of Olivette

For nearly a decade, MSW has served a multi-faceted PR consulting position. From implementing election tactics, to event promotions and general publicity, we have worked with the City to assure its projects were well understood by the citizens. We have instituted new tactics and strategies for reaching out to those who felt disenfranchised, and found ways include them in the processes, or at least make them feel their voices are heard and their concerns being met. A sample of successful Olivette initiatives include:

- Passage of several bond issues including building a new \$12 million government center for the police and fire departments
- Development of city communication campaigns to insure that city works projects are carried out with the least disruption to the residents
- Design of city proposition language and communication plan
- Event promotion leading to increased attendance (Olivette on the Go, etc.).

In general we provide the following support:

- Multiple press releases and alerts including welcoming top officials to district
- Social media management and placements
- Feet on the street at polls or going door-to-door, etc.
- Attendance at all special-project city meetings
- Strategy and brainstorming meetings with city leadership
- Attend all actual events (On the Go, etc....)
- Olivette On the Go- promote event and manage media
- Turkey Trot- promote event
- New Business Relationship
  - Hotels
  - Retail chains
  - Restaurants
- Proposition E
- Proposition 1
- Creative and design including collateral and brochures
- Printing (e.g. Tri-fold, etc.)
- Crisis statement messaging
- Letters to the editor

## 2. Soulard:

Though one of the oldest communities and districts in the city, Soulard has new considerations and concerns. Spurred by a trend of declining foot traffic and patrons frequenting dining establishments, several Soulard organizations realized the need to establish a joint and umbrella entity to more effectively promote Soulard as a great place to live, work and play. To accomplish this, MSW has helped connect the residents, businesses,

the Soulard Market and Mardi Gras (events) into a single, more powerful voice – The Soulard Alliance. In very short order MSW has executed the following initiatives:

- Neighborhood image consulting and brand evolution
- Neighborhood image in-market research
- New brand platform and key reasons to visit
- Formation of Action Committee to promote Soulard and drive additional visitors, business and home owners
- Development of integrated marketing plan - advertising, PR, Social Media and Grassroots/Events
- Design and implementation of new website
- Fund raising campaigns
- Corporate partnerships

### 3. Grand Center

Working with Grand Center District provided MSW with the opportunity to address a representative sample of the common concerns and considerations that face any metropolitan city. The District has a real estate component, a business owner constituency, religious institutions, a university, a development office as well as the arts and entertainment entities. Grand Center was looking to grow its recognition in the community and become better known as a destination for the mid-west and beyond.

After managing the publicity for several District venues, we began publicity for the arts programming in Grand Center. Once MSW established its reputation for growing an audience and for solid PR management, we were asked to additionally manage the general PR for the entire district.

Through extensive media outreach, sponsorship development, cross-promotional alliances and advertising strategies, attendance at District events far exceeded projected numbers and budgets. For example: The Grand Gallery Walk brought 5,000 attendees to the District, whereas prior to our involvement (in the previous year), it had less than 1,000 attendees. The premier of the “Dancing in the Street” festival brought 25,000 attendees. *Cinemia*, an outdoor movie event, was the smallest event planned, yet drew over 1,000 attendees and greatly exceeded projections. First Night St. Louis®, continues to grow by thousands of attendees each year. In 2009, First Night St. Louis® drew 15,000 people. In addition to promoting Grand Center’s arts programming, we were instrumental in the successful marketing of the lofts and corporate offices within the District.

MSW was able to have a positive impact on these numerous events and initiatives by working closely with the Grand Center. We accomplished consistent success by tailoring our marketing strategies to each project based on the targeted audience demographics. Because Grand Center is geographically placed in a crossroads of diverse populations, MSW successfully related to all indigenous cultures and age groups.

In general we provide the following support:

- District press conferences for district framework for public improvement plan
- National outreach to generate tourist visits
- Manage publicity for the arts programming and brand management for the arts and entertainment district
- Extensive media outreach, sponsorship development, cross-promotional alliances and advertising strategies, resulting in district events exceeding the projected numbers for attendance.
- The Grand Gallery Art Walk
- “Dancing in the Street” festival
- First Night – St. Louis®,
- Tailored marketing strategies based on audience demographics for significantly different crowds.
- Grand Center Arts Academy - Developed and implemented a multi-disciplined marketing plan for this new Charter School that needed to enroll 250 students in less than three months. Through an aggressive public relations campaign yielded TV and radio interviews, as well as print and digital coverage, and a highly targeted TV and radio campaign, plus a digital social network MSW achieved the new school’s goals
- Integrated our client, Circus Flora, into Grand Center promotions
- Art walk and public art initiatives
- Architecture tours and hard hat tours of new facilities
- Manage the publicity for several district venues.

## Implementation Schedule

### 1. Research and development

We have found many times that no matter how well clients feel they know their constituents, a survey of these principal groups is advisable and productive to verify if current client goals and messages are hitting the mark.

- Survey various constituent groups - 2 weeks
- Compile statistics - 2 weeks
- Conduct a review of digital platforms such as website/Facebook - about 4 weeks.

### 2. Immediate and On-Going PR activity

- Upon start date, we will meet within the first few days with our city contact(s) to establish a regular meeting schedule, plan for flow of information, and list of immediate needs.

- We will meet weekly or bi-weekly with our designated contact to assure we meet all project management timelines and review for expediency.
- Spend several weeks developing a year-long timeline for releases and event publicity or election cycles. Include award deadlines, and similar recurring activities.
- As we generate the deliverables for the PR timeline, we will begin writing and distributing the first set of releases, based on immediate needs and requests by city manager/officials.
- Review current social media including Facebook and website to assure all are in sync with press release initiatives. (As mentioned above.)
- Submit press clips on a weekly basis/or for top tier clips, daily (as we get them).
- Within the first three months, hold a media-training seminar for current employees identified as potential spokespersons.
- Hold a similar seminar for employees who need to know informal “messaging” techniques and crisis control management statements, as well as how to deflect media inquiries to the correct spokesperson without angering media.
- Determine if there are any collateral materials that need revision and do so.
- Attend meetings on an as needed basis, including evenings and weekends.
- Work with photographer/or take pictures at openings, events or community driven meetings.
- Bi-yearly, review PR plan with city contact.

## Fee Schedule

To manage the PR and Marketing needs as outlined within this proposal; MSW is requesting a 12-month contract at \$4,150 per month. Fees for any subcontracted work not within the scope of PR work, such as video production or design work, printing, travel, postage or media clip service will be passed through as a separate line item pre-approval of the fee.

## Final Note

MSW sincerely thanks Lehman Walker and University City for the opportunity submit our proposal to work with the city during an interesting, exciting time. As our region goes through serious change, University City could become a leading example of a successfully diverse community. Our partners and staff live, have lived, gone to school, dined and patronized businesses in University City for decades. We would consider it an honor to be part of the continued growth of this respected community.



## References

### **Lutheran Family and Children's Services**

Gina Haney  
Marketing Director  
314-787-5100,  
[ginah@lics.org](mailto:ginah@lics.org)

### **Aero Charter** - Private Jet charter & FBO

Raymond Van de Riet  
Partner Owner  
636-537-0005  
[RVandeRiet@aerocharter.com](mailto:RVandeRiet@aerocharter.com)

### **Kodner Gallery**

Stephanie Stokes or Jonathan or David Kodner  
314- 993-4477  
[steph@kodnergallery.com](mailto:steph@kodnergallery.com)

### **Art Fair at Queeny Park**

Maggie McCarthy  
Chairperson - 636-284-1306  
[mccarthyart@att.net](mailto:mccarthyart@att.net)

### **City of Olivette**

Ruth Springer  
Past Mayor  
314-997-1047  
[springster1955@gmail.com](mailto:springster1955@gmail.com)

### **Grand Center**

Kelly Weber  
Past VP Marketing Grand Center, current KKW Inc.  
314-496-3540  
[kkw104@charter.net](mailto:kkw104@charter.net)

### **Girls on the Run**

Courtney Berg  
314-862-6266  
[courtney@girlsontherunstlouis.org](mailto:courtney@girlsontherunstlouis.org)

## APPENDIX

### Agency Qualifications:

#### Public Relations

- **Extensive background, decades of experience** – Extensive background and experience in working with many diverse types of clients.
- **Local public relations media power, 700-plus contacts** – We have wide-ranging media-relations contacts in order to obtain positive features and stories for our clients. We stay abreast of rapid changes in media personnel (editors, reporters, producers), which saves clients time and media- relationship building. We are continually updating our personal media list, which contains more than 700 contacts. This list is more extensive and more up to date than a purchased list.
- **Recognition with all major media outlets** – MSW is widely recognized throughout the media for our outstanding reputation and professionalism. Media know when we call they will be receiving information they can (and will) use. They prefer working with an agency, rather than directly with the client, to ensure the process is efficacious.
- **Online/Digital media** – Our web designers and developers have built over 100 websites. We currently focus a high percentage of our online buys in digital including SEM and pre-roll videos. We integrate Social Media campaigns to support all online activities.
- **Value knowledge and experience** – We have great experience working within the client’s budget; we know how and where to get the most value for each client.
- **Creative ability** – We have won many industry awards including Emmys, IABC, Communicator and Summit.
- **Proactive approach** – We insist on feedback to the client through meetings and reports. We understand that a true marketing partnership means open communication.

#### Publishing

- **Graphic Design** – We have a long history of developing vibrant publications and content (via newsletter, newspaper and e-newsletters) for clients to maximize exposure and reinforce their unique brand identities. We also have favored pricing for printing and distributing with local printing vendors.

## Media Planning & Buying

- **Extensive background and experience** in working with entertainment accounts, including Grand Center events, the St. Louis Cardinals, the St. Louis Aces, concert and movie Pay-Per-View events.
- **Local media power** – MSW Marketing places approximately \$5 million in broadcast advertising in the St. Louis designated market area. This assures that our clients get very competitive rates.
- **Local media experience and knowledge** – Our media director has been planning and buying media in this market for more than 25 years. She has an excellent reputation for being a fair but tough negotiator. She knows this market as well as anyone.
- **Proper media tools** – We subscribe to Arbitron and Nielsen, which allows us to compare media value through cost-per-point comparisons based upon the chosen demographic. Plus, our state-of-the-art media software provides our clients with simple-to-read reports, detailing exact programming chosen, rates and ratings.
- **Post-buy Analysis** – For television buys, we prepare post-buy analysis to ensure they obtain the target point levels promised by the television stations. And, after analysis, we negotiate bonus points when a station does not reach the industry standard of at least 90 percent.
- **Proactive approach** – We insist on client feedback in the form of weekly reports of sales so that we can make appropriate adjustments along the way. We understand that a true marketing partnership means open communications, and the information supplied to us could mean changes on the fly.

## MSW Leadership Team



### Fred Steinbach, Partner & Owner

- ✧ First Mayor of Chesterfield
- ✧ Finance Campaign Manager for John Ashcroft
- ✧ Board of Director – United Way St. Louis
- ✧ Successful agency owner for 10 years
- ✧ MBA University of Missouri
- ✧ Business relationship junkie



### Paul Eppen, Partner & Owner

- ✧ Chief Marketing Officer for several large, public financial services/insurance companies
- ✧ 16 years heading Public Relations for public companies
- ✧ Successful agency owner and operator
- ✧ MBA University of Chicago
- ✧ Marketing and web expert



### Ed Musen, Partner & Owner

- ✧ Writer, director and producer of successful advertisements and commercials
- ✧ Recognized for his creative work with several Marconis, Mark Awards, Tellys and Emmys.
- ✧ Strong media buying background
- ✧ Masters in Journalism University of Missouri
- ✧ Highly successful “Ad Man” for more than 25 years



### Phyllis Weiss, Partner

- ✧ Public relations expertise on both national and local level
- ✧ Extensive background in event marketing and promotion
- ✧ Relationship with broad portfolio of media outlets and personalities
- ✧ BA Washington University
- ✧ Active social networker





## MARKETING & PUBLIC RELATIONS AGREEMENT - UNIVERSITY CITY, MISSOURI

### **OVERVIEW**

This Agreement, effective upon signing, between MSW, a Missouri Limited Liability Company (hereinafter referred to as "Agency"), with its principal place of business at 9666 Olive Blvd., Olivette, MO and University City (hereinafter referred to as "Client"), with its principal place of business at 6801 Delmar Blvd., University City, MO 63130, confirms that Client has retained Agency for a twelve month period. Agency will execute the services as outlined in the proposal presented January 16, 2015.

### **AGENCY SERVICES AND RESPONSIBILITIES**

On behalf of Client, Agency shall provide the services of all personnel deemed necessary to develop a customized marketing plan (proposal has been presented), provide consultation, develop and execute promotional and Public Relations campaigns for Client.

On behalf of Client, Agency shall execute the scope of marketing and public relations services including, but not limited to, those outlined in our proposal subject to Client approval. The proposal represents a plan of action from which elements may be selected and revised before and/or during campaign implementation. All elements outlined in the proposal will not be simultaneously executed. Agency shall manage and perform select tasks and provide services in order to complete those tasks.

### **CLIENT RESPONSIBILITIES**

Client will at all times co-operate with Agency in the execution of publicity efforts. As necessary, Client shall provide at its own expense; print materials including, but not limited to, media kits, existing design elements (i.e. company logo), existing print collateral, letterhead, apparel and other promotional premiums/giveaways, photos, videotape for B-roll, etc. Or Client may contract with Agency to secure such items. Client shall provide materials and approvals in a timely manner.

### **TERMS**

This Agreement will commence upon Agency receipt of signed Agreement and will renew annually each year unless canceled 60 days prior to expiration of any calendar year. Retainer agreement will continue by default unless otherwise indicated by Client or Agency.

Agency is not responsible for any publication deadline or placement opportunity missed due to delay or insufficient cooperation by Client or other company representation.

Agency shall make best efforts to gain media placement, but cannot guarantee success of such efforts. Agency reserves the right to temporarily suspend all projects and services, upon written notification to Client, in the event of delinquent payment(s).

**CONSIDERATION**

In full consideration for the services to be provided herein, Client agrees to compensate Agency with a monthly retainer fee of \$4,150 per month. If Agency also purchases media on behalf of client, agency will charge the standard 15% agency placement fee for all advertising/media buys. Agency will bill Client monthly for retainer fee and for all out-of-pocket expenses including, but not limited to, mailing services and postage, deliveries, long distance telephone calls, clipping service and copies of press results, materials, travel, media meeting expenditures and gifts, and other expenses associated with publicity, promotions and/or events.

All invoices are payable within 30 days of receipt of monthly invoice. Agency will assess a 2% late fee monthly to each past due invoice.

Agency will notify Client of rates, event budgets or materials costs for prior approval. Agency is authorized to purchase materials or services on Client's behalf, pending Client approval of expenses.

Agreed and Accepted:

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**University City**

Date: \_\_\_\_\_



PAUL E. EPPEL MANAGING PARTNER

**MSW**

Date: 1-21-15





**Council Agenda Item Cover**

**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** Resolution for Engaging a Financial Advisor and Bond Counsel

**AGENDA SECTION:** New Business

**CAN THIS ITEM BE RESCHEDULED? :** No

**BACKGROUND REVIEW:** The ordinances for issuing General Obligation bonds in the amount of \$5,000,000 for the purpose of constructing, improving, furnishing and equipping the City’s parks but not limited to landscaping, parking and ADA improvements and \$20,000,000 for the purpose of constructing, resurfacing, paving and improving streets, sidewalks and alleys were approved at the January 26, 2015 City Council meeting.

Staff issued the request for qualifications (RFQ):

- For financial advisory services handling competitive bond sales, preparation of official statements bond rating reviews, and similar services.
- For Bond Counsel in connection with the issuance of \$25,000,000 General Obligation.

Five firms submitted proposals for Financial Advisor and three firms for Bond Counsel. The summaries of fees are also included:

<b>RFQ FOR FINANCIAL ADVISOR</b>					
	<b>Firm</b>	<b>Individual</b>	<b>Fees</b>		
			<b>5,000,000</b>	<b>20,000,000</b>	<b>25,000,000</b>
1	Columbia Capital	Jeff White	15,000	plus 0.60 per 1,000, max. \$35,000	
2	Piper Jaffray	Michelle Bock	10,000	17,500	17,500
3	Stern Brothers & Co.	Joyce Opinsky	15,000	15,000	15,000
4	The PFM Group	Bethany Pugh	\$1 per 1,000	min. \$18,000	
5	WM Financial Strategies	Joy Howard	15,000	15,000	15,000

RFQ FOR BOND COUNSEL					
	Firm	Individual	Fees		
			5,000,000	20,000,000	25,000,000
1	Armstrong Teasdale	Lori Bockman	18,000	34,000	N/A
2	Gilmore & Bell	Jason Terry	20,000	37,500	41,000
3	Thompson Coburn	Debbie Rush	N/A	N/A	18,000

**RECOMMENDATION:**

Staff recommends hiring Joy Howard from WM Financial Strategies as the City's Financial Advisor based on previous exceptional results in managing the City's rating process in a fashion that results in the highest rating possible. In addition, the proposed fees are competitive among all firms.

Staff also recommends to engage Gilmore & Bell as a Bond Counsel based on their reputation of being the first for both number of issues and dollar volume in the State of Missouri. More importantly, Gilmore & Bell assisted the City with the success of the past bond issuances and has a long term relationship with the City since 1994.

**Attachment:** RFQs for Financial Advisor and Bond Counsel.



## **City of University City Request for Qualifications for Financial Advisory Services**

The City of University City, Missouri, is seeking proposals for future financial advisory services. Examples of such services include bond rating reviews, handling competitive bond sales, preparation of official statements and other similar services.

### **Proposal Submission**

Sealed proposals for these services will be accepted by the City of University City until February 3, 2015 at 4:00 p.m., at the following address:

City of University City  
Director of Finance  
Finance Department – First Floor  
6801 Delmar Blvd.  
University City, MO 63130

### **Proposal Requirements and Selection Criteria**

Proposals must include the following:

1. Description of firm (not more than three pages)
2. Identification of key personnel to provide services directly to the City, including resumes/bios, and relevant Missouri experience.
3. Description of financial advisory experience. Include a list of all bond issues for which assigned key personnel has served as financial advisor over the past three years, noting which personnel performed the services and a list of all services performed on each issue, e.g. financial advisor, underwriter, etc.
4. Provide a description of services to be provided in the following areas:
  - a. Competitive sales
  - b. Bond rating reviews
  - c. Other financial advisory services
5. Describe firm's approach to obtaining a rating or bond insurance.
6. Provide a list of six (6) references for the professional(s) that will be assigned to the City including issuer name, type and size of issue, and primary contact information.
7. Provide a fee quotation

### **Selection**

The City intends to select a financial advisor based upon staff's estimation of the firm, and the individuals representing the firm, who is best qualified and capable of providing the specified services in a timely, economical and efficient manner on a long-term basis.



**Administrative Services  
Financial Services**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-0921

January 28, 2015

[Firm]

**RE: City of University City, Missouri  
Request for Proposals for Bond Counsel  
General Obligation Bonds**

Dear [ ]:

The City of University City, Missouri (the “City”) is requesting proposals from firms interested in serving as bond counsel in connection with the issuance of \$25,000,000 General Obligations (\$20,000,000 for Street and Sidewalks and \$5,000,000 for Parks Improvements). The Bonds are expected to be sold, by competitive bidding, in the summer of 2015; however, a sale later in the year is also being considered.

The City’s plans to engage a financial advisor, whose responsibilities will include preparing the official statement, notice of sale and bid form except as described below. The responsibilities of Bond Counsel will include the following:

- Drafting all necessary ordinances and documents for the authorization and sale of the Bonds consistent with the terms established by the City.
- Preparing transcripts and closing documents for the sale of the Bonds.
- Drafting the portions of the official statement which describe the Bonds, the Bond Ordinance, the Continuing Disclosure Undertaking, and your legal opinion.
- Rendering an opinion on the validity and tax-exempt status of the Bonds.
- Attending the meetings at which the documents are approved by the City and such other meetings as reasonably requested by the City.
- Providing other services which your firm customarily provides, if any, in addition to those set forth above.

Your written proposal must be submitted to the City of University City by 4:00 p.m. on Tuesday, February 3, 2015, at the following address:

City of University City  
Director of Finance – Finance Dept. 1<sup>st</sup> Floor  
6801 Delmar Blvd.  
University City, MO 63130

Proposals should not exceed eight (8) pages and must include the following information:

1. A description of fees for the issue and any charges for out-of-pocket expenses.
2. Provide the name of the primary contact and supporting attorneys, if any, who will be involved in the transaction and describe the services to be provided by each. Include only those attorneys that will be actively involved in the transaction. For each attorney listed, provide contact information (name, telephone, fax and e-mail address) and a one paragraph resume for the attorney emphasizing relevant experience.
3. Describe whether the firm or any of its attorneys have any interests or relationships that might conflict with or compromise the expectations of the City in providing the services as set forth in this request for proposals.
4. Describe your firms Missouri experience relating to general obligation bonds.
5. Provide a recent sample of the form of your legal opinion for a similar transaction, or provide the draft form of your legal opinion you would anticipate for this transaction.

The City reserves the right to reject any or all proposals.

If you have any questions regarding this request for proposals, please contact me at [tcharumilind@ucitymo.org](mailto:tcharumilind@ucitymo.org) or (314) 505-8547.

Sincerely,

Tina Charumilind  
Director of Finance

**RESOLUTION 2015 - 1**

**RESOLUTION ENGAGING THE SERVICES OF WM FINANCIAL STRATEGIES, AS FINANCIAL ADVISOR, AND GILMORE & BELL, P.C., AS BOND COUNSEL, IN CONNECTION WITH THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE CITY**

**WHEREAS**, the City of University City, Missouri (the “City”) has approved the submission of two separate bond issues (the “Bonds”) to the voters residing within the City at the April 7, 2015 election for the purpose of financing various capital improvement projects; and

**WHEREAS**, the City desires to retain the services of WM Financial Strategies to advise and assist the City in structuring the Bonds, to solicit bids from underwriters or other purchasers for the Bonds, and to prepare the Preliminary and Final Official Statements for the Bonds upon a successful election; and

**WHEREAS**, the City desires to engage Gilmore & Bell, P.C. to proceed with the preparation of all legal proceedings and documents necessary for the issuance and sale of the Bonds upon a successful election.

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

**Section 1.** The City hereby engages WM Financial Strategies as financial advisor for the Bonds (the “Financial Advisor”) in accordance with the terms of the Financial Advisory Agreement attached hereto as **Exhibit A**, which the Mayor or City Manager is authorized to sign on behalf of the City. The Financial Advisor is hereby authorized to prepare and distribute a Preliminary Official Statement and to prepare the necessary documents to solicit bids from underwriters or other purchasers of the Bonds upon a successful election.

**Section 2.** The City hereby appoints the law firm of Gilmore & Bell, P.C. to serve as the City’s bond counsel with respect to the issuance of the Bonds (“Bond Counsel”) in accordance with the terms of the Proposal for Bond Counsel Services attached hereto as **Exhibit B**, which the Mayor or City Manager is authorized to sign on behalf of the City. Bond Counsel is hereby authorized and directed to proceed with the preparation of all legal proceedings and documents necessary for the issuance and sale of the Bonds upon a successful election.

**Section 3.** This Resolution shall be in full force and effect from and after its passage by the City Council.



**PASSED** by the City Council of the City of University City, Missouri, this \_\_\_\_ day of January, 2015.

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MAYOR

(SEAL)

ATTEST:

---

CITY CLERK



## WM Financial Strategies

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11710 ADMINISTRATION DRIVE  
SUITE 7  
ST. LOUIS, MISSOURI 63146  
(314) 423-2122

February 2, 2015

Ms. Tina Charumilind, Director of Finance and  
Members of the Selection Committee  
University City  
City Hall  
6801 Delmar Blvd  
University City, MO 63130

Dear Ms. Charumilind and Selection Committee Members:

WM Financial Strategies was established in 1989 in order to satisfy a need by local governments to obtain independent financial advice. More than 50 units of government in Missouri have selected WM Financial Strategies as their independent financial advisor.

The benefits of engaging WM Financial Strategies include the following:

- As University City's financial advisor since 2010, WM Financial Strategies has a broad based understanding of the City's finances, economy, and management which are the factors that will affect the City's bond rating.
- As an independent financial advisory firm, WM Financial Strategies works exclusively in the interest of the client without any underwriting conflict of interest.
- The sole role of WM Financial Strategies is to assist public entities identify and implement the most cost-effective financing strategies.
- WM Financial Strategies combines personalized service with state-of-the-art technology to deliver the best financing solution to each transaction.

WM Financial Strategies values its relationship with University City and is proud of the achievements made for the City over the past four years. These achievements are outlined in this proposal.

I look forward to hearing from you and hope to have the opportunity to continue serving as University City's financial advisor.

Sincerely,

Joy A Howard  
Principal

**EXHIBIT A**

**FINANCIAL ADVISORY AGREEMENT**

**FINANCIAL ADVISORY AGREEMENT**

THIS FINANCIAL ADVISORY AGREEMENT (the "Agreement") dated as of January 26, 2015 is between Joy A. Howard /dba/ WM Financial Strategies and the City of University City, Missouri (the "City").

WHEREAS, The City is planning to construct various street and park improvements (the "Projects"),

WHEREAS, Subject to voter approval, financing for the Projects is to be derived from the issuance and sale of General Obligation Bonds (the "Bonds"), and

WHEREAS, If authorized, the Bonds may be sold in one or more issues or series,

NOW THEREFORE, In consideration of the terms set forth herein, WM Financial Strategies and the City agree as follows:

1. AGREEMENT TO HIRE. The City hereby hires WM Financial Strategies to provide the services set forth in the Exhibit to this Agreement.
2. AGREEMENT TO PROVIDE INFORMATION. The City agrees to provide WM Financial Strategies with information including bond documents, descriptions of the Projects and other information required to provide the services set forth in this Agreement.
3. COMPENSATION. WM Financial Strategies shall receive a fee equal to \$15,000 contingent upon the sale of the Bonds and payable at the time of the Bond closing. In the event the Bonds are sold in more than one issue there will be an additional fee of \$15,000 per issue.
4. OUT-OF-POCKET EXPENSES. The compensation in 3 above is inclusive of out-of-pocket expenses for courier, reproductions, and postage.
5. PROPERTY OWNERSHIP. All reports, studies and data obtained or compiled as part of this Agreement shall be the property of the City. All such reports, studies and data shall be delivered promptly to the City as completed. The City may additionally request receipt of partially completed reports, studies and data in order to assess the status of completion of services.
6. PAST DUE BALANCES. Any balance that is thirty days past due shall be subject to a finance charge computed at the rate of .50% per month, which is an annual percentage rate of 6%.

The City of University City, Missouri

WM Financial Strategies

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**EXHIBIT  
SERVICES**

- Capital Planning

---

WM Financial Strategies will assist the City in developing the financing plan that will be used in connection with the bond referenda including recommendations with respect to the timing of the Bond sale, the size of the issue, and maturity schedule.

- Referenda

---

WM Financial Strategies will assist the City in developing materials used to educate citizens regarding the election including computations relating to the estimated taxpayer cost.

- Bond Structuring

---

WM Financial Strategies will develop a final financing plan following the referendum which will include recommendations with respect to the timing of the Bond sale, whether to sell the Bonds in more than one series, the size of the issue for each series, maturity schedule, redemption features, bond pricing provisions, investment provisions, and other covenants required to market the Bonds.

- Document Preparation

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WM Financial Strategies will assist the City and Bond Counsel in the development of the Bond ordinance and other financing documents.

- Official Statement Preparation

---

WM Financial Strategies will prepare the Preliminary and Final Official Statement (collectively the "Official Statement") to be used in conjunction with the sale of the Bonds. In preparing the Official Statement WM Financial Strategies will collect, research, develop and compile data for use therein and shall attempt to remove as much of the responsibility of gathering third party data as possible from the City's staff; however, the City will be responsible for the accuracy of the Official Statement.

- Paying Agent

---

WM Financial Strategies shall assist the City in selecting a Paying Agent through a competitive proposal process.

- Bond Marketing

---

WM Financial Strategies shall develop a marketing plan for the Bonds. WM Financial Strategies shall recommend the feasibility of selling the bonds by competitive bidding or by a negotiated sale with competitive underwriting proposals. If a negotiated sale is selected, WM Financial Strategies shall prepare a request for proposals, appraise the proposals received, recommend the

firm to be selected and negotiate the terms of the sale in the City's best interest. For a competitive sale, WM Financial Strategies will prepare the notice of sale and bid form, make arrangements for advertising the sale and review the bids at the time of the sale.

- Credit Review and Rating

WM Financial Strategies shall use its best efforts to obtain the highest possible rating for the Bonds. The process to be utilized for this purpose will include making a credit review of the City, advising the City of its findings, rehearsing possible rating questions, making an analysis of areas which can be expected to be raised by the rating agency, preparing supplemental reports and schedules for the rating agency, and preparing for a possible visit to the rating agency, if desirable.

- Market Analysis

In order to appropriately advise the City on the establishment of a desirable sale date and to keep the City abreast of the cost of the financing plan under development, WM Financial Strategies shall monitor the following:

- The general condition and trends in the economy.
- The condition of capital markets including the imposition of any unusual restraints on monetary supply by the Federal Reserve System.
- The status of recently sold competitive bond issues including the yield on the bonds.
- The supply of issues coming to market.

- Mathematical Computations

To analyze different debt patterns, WM Financial Strategies will prepare maturity schedules and other schedules showing mathematical results. These schedules will be prepared using the computer systems and proprietary software maintained by WM Financial Strategies. The schedules will be updated from time to time to reflect changes in market conditions.

- Technical Services

WM Financial Strategies provides technical services required to effectuate the Bond closing. These services include, among others, the transfer of funds at the time of the Bond closing and obtaining CUSIP identification numbers.

- Other Services

Subject to mutual agreement, WM Financial Strategies shall provide other financial advisory services as necessary or desirable to complete the financing.

**EXHIBIT B**

**PROPOSAL FOR BOND COUNSEL SERVICES**

[see below]



# GILMORE BELL

314-436-1000 MAIN  
314-436-1166 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
ONE METROPOLITAN SQUARE - 211 N BROADWAY, SUITE 2350  
ST. LOUIS, MISSOURI 63102-2741

KANSAS CITY  
WICHITA  
OMAHA | LINCOLN

February 2, 2015

## VIA COURIER

Tina Charumilind  
Director of Finance  
City of University City  
6801 Delmar Boulevard  
University City, Missouri 63130

Re: City of University City, Missouri – Proposal for Bond Counsel Services

Dear Tina:

We are pleased to submit this proposal to serve as Bond Counsel in connection with the potential issuance by the City of University City, Missouri (the "City") of approximately \$25,000,000 principal amount of General Obligation Bonds. In response to your Request for Proposals for Bond Counsel dated January 28, 2015, we submit the following:

### Qualifications and Experience

*Public Finance Practice.* Gilmore & Bell has one of the largest public finance practices in the nation. The firm has offices in St. Louis and Kansas City, Missouri, Wichita, Kansas and Lincoln and Omaha, Nebraska. In 2014, Gilmore & Bell acted as bond counsel on 420 long-term municipal issues aggregating more than \$6.856 billion. According to published listings, in 2014 the firm ranked among bond counsel throughout the United States as follows:

#### National Bond Counsel Ranking<sup>(1)</sup>

	<u>Missouri</u>	<u>Kansas</u>	<u>Nebraska</u>	<u>Nation</u>
<b><u>Gilmore &amp; Bell</u></b>				
Number of Issues:	1 <sup>st</sup>	1 <sup>st</sup>	2 <sup>nd</sup>	1 <sup>st</sup>
Dollar Volume:	1 <sup>st</sup>	1 <sup>st</sup>	3 <sup>rd</sup>	12 <sup>th</sup>

<sup>(1)</sup> Source: Thomson Reuters.

The significance of the rankings is that they demonstrate our commitment to a highly-specialized legal practice that enables us to provide enhanced services to our clients. For instance, Gilmore & Bell is the only law firm in Missouri with the capability to provide yield and cash flow computations and arbitrage rebate services to our clients. The members of our tax department (which include seven in-house financial

analysts) perform the mathematical computations and analyses necessary in connection with municipal finance transactions, such as rebate requirements, cash flow analyses, escrow structuring, yield computations, debt service computations, and other computations necessary to determine compliance with federal arbitrage and other tax law restrictions. These capabilities allow the firm to provide services and opinions to the City that other issuers may have to obtain from special tax counsel or others.

*Tax Expertise.* Gilmore & Bell is the *only* law firm in Missouri with **eight** full-time bond tax attorneys whose job is to advise clients of the firm (and other attorneys in the firm) of the ever-changing federal tax statutes, regulations and rulings that could affect debt issued by the City. No other Missouri firm has any full-time bond tax attorneys. Over the past 10 years, the firm has represented clients in approximately 100 IRS audits and administrative compliance checks. Gilmore & Bell's tax attorneys regularly work with the IRS Tax-Exempt Bond Group, which administers the IRS' audit and voluntary compliance program, and have developed strong working relationships with many of the auditors and supervisors. While the City may never need these services, the experience our tax attorneys have gained in handling IRS audit inquiries has been invaluable in helping issuers develop practical strategies to maintain and document compliance with the tax rules.

*Securities Law Expertise.* Gilmore & Bell is the only bond counsel firm in Missouri that has **three** attorneys with full-time responsibility for advising clients of the firm with respect to federal and state securities laws and disclosure requirements relating to state and local bonds, including the continuing disclosure requirements under Rule 15c2-12 of the Securities and Exchange Commission, which will apply to the Bonds. This capability will supplement the expertise of the attorneys assigned to the City and thus permit a more thorough analysis of the ever-increasing relevance of securities law aspects of City financings.

*Experience with the City.* **Gilmore & Bell has served as bond counsel to the City on 7 separate financings since 1994, including general obligation bond issues in 1994 and 2005.** The firm has also prepared, at no charge to the City, the necessary legal documents for the City to call bond elections authorizing general obligation bonds in 1994, 2004, 2010, and most recently for Proposition S and Proposition P to be considered by the residents of the City at the election to be held on April 7, 2015. Last fall Gilmore & Bell worked with the City extensively in connection with the Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative (the "MCDC Initiative"). We provided the City with a review of (1) statements regarding the City's compliance with its continuing disclosure obligations included in the City's official statements for the last 5 years, and (2) certain filings with the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") website. Based on that review and discussions with the City, we advised the City of its options under the Initiative and worked closely with the City's Financial Advisor to ascertain whether the City's underwriters intended to file any potential violations with the SEC.

*General Obligation Bond Experience in Missouri.* In 2014, Gilmore & Bell served as bond counsel on **76** general obligation bond issues in Missouri. Over the last 5 years, Gilmore & Bell served as bond counsel on **459** general obligation bond issues in Missouri. A complete list of financings in which the firm has participated is available upon request.

### Scope of Services

As Bond Counsel, we are engaged as recognized independent legal counsel whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds and the income tax treatment of the interest thereon. The services to be provided by Gilmore & Bell will include all of the services set forth in the RFP, which are hereby incorporated by reference.

Our opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price and will be based on facts and law existing as of such date. A form of our legal opinion for this transaction is attached as *Exhibit A*. Upon delivery of the opinion, our responsibilities as Bond Counsel will be concluded with respect to the financing. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Bonds and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. If the City wants our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement involving additional compensation may be required.

### Fees and Expenses

Based upon (i) our current understanding of the terms, structure and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, our fee as Bond Counsel (inclusive of out-of-pocket expenses) will be determined in accordance with the following schedule:

<u>Principal Amount</u>	<u>Fee</u>
Up to \$5,000,000	\$20,000
\$5,000,000 to \$10,000,000	\$20,000 plus \$1.50 per \$1,000 over \$5,000,000
Over \$10,000,000	\$27,500 plus \$0.90 per \$1,000 over \$10,000,000

Therefore, our proposed fee for \$25,000,000 principal amount of general obligation bonds is \$41,000. Our fee will be payable only at the successful completion of the Bond sale. If, for any reason, the financing is not consummated we will not be entitled to any fee or reimbursement of any out-of-pocket expenses.



### **Firm Staffing and Assigned Professionals**

Jason S. Terry, a Shareholder/Director of the firm with over 10 years of experience as a bond lawyer in Missouri, will be primarily responsible for working with the City on this transaction. Erick Creach, an associate in the St. Louis office, will assist Mr. Terry in the representation. Mr. Creach has practiced law since 2005, and has been acting as a municipal bond attorney since 2010 with a focus on tax-exempt bond and lease financings for state and local governments.

Michael D. McRobbie and James Dummitt, tax partners in the Kansas City office of the firm, will provide assistance in the areas of Federal and state tax law. The firm has eight total tax attorneys and seven financial analysts who are available to advise the City in the areas of debt structure, alternative financing strategies, arbitrage planning and other related areas.

One-paragraph resumes of Mr. Terry, Mr. Creach, Mr. McRobbie and Mr. Dummitt are included in *Exhibit B* attached hereto. Their contact information is as follows:

Jason S. Terry  
Phone: (314) 444-4117  
Fax: (314) 436-1166  
[jterry@gilmorebell.com](mailto:jterry@gilmorebell.com)

Michael D. McRobbie  
Phone: (816) 218-7553  
Fax: (816) 221-1018  
[mmcrobbie@gilmorebell.com](mailto:mmcrobbie@gilmorebell.com)

Erick Creach  
Phone: (314) 444-4110  
Fax: (314) 436-1166  
[ecreach@gilmorebell.com](mailto:ecreach@gilmorebell.com)

James K. Dummitt  
Phone: (816) 218-7583  
Fax: (816) 221-1018  
[jdummitt@gilmorebell.com](mailto:jdummitt@gilmorebell.com)

### **Potential Conflicts of Interest**

Gilmore & Bell does not have a litigation practice or general real estate, corporate or municipal practice. To our knowledge, there are no existing or potential conflicts of interest that the firm or any individual attorney has that affect the City or that would prevent Gilmore & Bell from representing or compromising the expectations of the City.

The firm is not involved in any litigation or investigation by the IRS, the Securities and Exchange Commission, or any other state or federal law enforcement agency.

### **Conclusion**

Gilmore & Bell is a service-oriented law firm that applies a philosophy of providing quality, cost-efficient and timely services to assist our clients in the completion of successful financings that meet the goals of the participants. Gilmore & Bell has the relevant experience and personnel to uniquely enable us to assist in the successful and expeditious completion of financings. We believe no law firm is better prepared to serve as Bond Counsel in connection with the issuance of the Bonds.

Ms. Tina Charumilind  
February 2, 2015  
Page 5

We sincerely appreciate the opportunity to submit this proposal to once again represent the City as its Bond Counsel. Please let us know if you have any questions or need additional information.

Very truly yours,



Jason S. Terry

JST:rab

ACCEPTED and APPROVED:

Date: \_\_\_\_\_, 2015.

**CITY OF UNIVERSITY CITY, MISSOURI**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FORM OF APPROVING OPINION OF BOND COUNSEL

\_\_\_\_\_, 2015

Mayor and City Council  
University City, Missouri

[Underwriter]  
[Underwriter City and State]

Re: \$\_\_\_\_\_ City of University City, Missouri, General Obligation Bonds, Series 20\_\_

Ladies and Gentlemen:

We have acted as bond counsel to the City of University City, Missouri (the "City"), in connection with the issuance of the above-captioned bonds (the "Bonds"). In this capacity, we have examined the law and the certified proceedings, certifications and other documents that we deem necessary to render this opinion.

Regarding questions of fact material to our opinion, we have relied on the certified proceedings and other certifications of public officials and others furnished to us without undertaking to verify them by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Bonds have been duly authorized, executed and delivered by the City and are valid and legally binding general obligations of the City.

2. The Bonds are payable as to both principal and interest from ad valorem taxes, which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The City is required by law to include in its annual tax levy the principal and interest coming due on the Bonds to the extent that necessary funds are not provided from other sources.

3. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes, (ii) is exempt from income taxation by the State of Missouri, and (iii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition



that the City complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. The Bonds [have/have not] been designated as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code.

We express no opinion regarding tax consequences arising with respect to the Bonds other than as expressly set forth in this opinion.

We express no opinion regarding the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

The rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

**ATTORNEY BIOGRAPHIES**

**Jason S. Terry** is a director of the firm in the St. Louis office. Mr. Terry has practiced law as a municipal bond attorney since entering the law practice in 2004 with a focus on tax-exempt bond and lease financings for state and local governments. He is licensed to practice law in Missouri and Illinois and is a member of the Missouri Bar Association. Mr. Terry received B.A. degrees in Industrial Relations and in Sociology from the University of North Carolina at Chapel Hill in 1999 and his J.D. from Washington University School of Law in 2004.

**Erick S. Creach** is an associate of the firm in the St. Louis office of Gilmore & Bell, P.C. After completing law school, Mr. Creach served a one year term as a law clerk to the Honorable Stephen N. Limbaugh, Jr., on the Supreme Court of Missouri. He is a member of the Missouri Bar Association. Mr. Creach received his B.S. degree in Economics (summa cum laude) from Missouri State University in 2002 and his J.D. (cum laude) from the University of Missouri - Columbia in 2005, where he was an Associate Managing Editor of the Missouri Law Review and Order of the Coif. He completed his Executive LL.M. in Taxation from New York University School of Law in May 2013.

**Michael D. McRobbie** is a director of the firm in the Kansas City office of Gilmore & Bell, P.C. During his legal career that began in 1984, Mr. McRobbie has concentrated on the federal tax law relating to state and local obligations, with particular emphasis on industrial development bonds, hospital financings, advance refunding bonds, and arbitrage matters, including arbitrage rebate. He has managed Gilmore & Bell's arbitrage rebate computation service for over ten years. He is a member of the Missouri Bar and the National Association of Bond Lawyers. Mr. McRobbie received his B.S. (with distinction) in Marine Engineering from the United States Naval Academy, Annapolis, Maryland, in 1973, his M.S. in Nuclear Engineering from the Massachusetts Institute of Technology, Cambridge, Massachusetts, in 1974, and his J.D. from the University of Missouri-Kansas City School of Law in 1984.

**James K. Dummitt** is a shareholder of the firm in the Kansas City office of Gilmore & Bell, P.C. Mr. Dummitt was admitted to the California Bar in 2007 and the Missouri Bar in 2009. He is a member of the National Association of Bond Lawyers. Mr. Dummitt received his Bachelor of Arts (History) from the University of California, Los Angeles in 2003 and his J.D. (cum laude) from the Pepperdine University School of Law in 2007. He completed his LLM in Taxation from the New York University School of Law in 2008.

\* \* \* \* \*

**RESOLUTION 2015 - 2** (Submitted by Councilmembers Carr and Crow)

**WHEREAS**, the City of University City has invited proposals to assist in the production of informational materials related to two issues for bonds that will be on the ballot for the April 7, 2015 election by providing graphic design services for the following items:

- 8.5" X 5.5" postcard; printed four-color, double-sided. 9 pt cardstock.
- 17" x 21.5" large brochure, printed four-color, double sided, folded 4x. 70 lb. gloss text.
- 17" x 11" small brochure, printed four-color, double sided, folded 3x. 70 lb. gloss text.
- Design informational insert for March newsletter;" and

**WHEREAS**, the City of University City has invited proposals for the printing and mailing of the 2015 Ballot Advertisements, specifically including

**"Printed materials. 18,000 each to be printed and mailed**

- Postcards: 8.5" x 5.5" printed four-color, double sided. 9 pt. card stock.
- Large Brochure: 17: x 21.5", printed four-color, double sided, folded 4x. 70 lb. gloss text
- Small Brochure: 17" x 11", printed four-color, double-sided, folded 3x. 70 lb. gloss text."

A total of approximately 72,000 ballot advertisements; and

**WHEREAS**, these services and materials are to be paid for with taxpayer public funds; and

**WHEREAS**, Missouri Revised Statute §115.646 expressly prohibits any public funds expenditure by any officer, employee or agent of any political subdivision to advocate, support or oppose any ballot measure; and

**WHEREAS**, any and all materials produced will be strictly informational with the proper attributions.

**NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, ST. LOUIS CO, MISSOURI, AGREES AS FOLLOWS:**

No Public Funds shall be expended by the City of University City for design, printing and mailing of informational ballot advertisements without a vote of the Council to approve all expenditures for these purposes .

Adopted this            day of February, 2015.

Shelley Welsch  
-Mayor - -

ATTEST:

Joyce Pumm  
City Clerk,  
City of University City

## Resolution 2015 – 3

**WHEREAS.** Any and all materials produced for the April 2015 bond issues on streets and parks will be for information and factual with the proper attribution, “is paid for by the City of University City.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of University City, University City, Missouri, agrees to grant the City Manager up to \$30,000 to spend on material to educate voters on the City’s bond issues on the April 7, 2015, General election ballot.

Adopted this     day of February, 2015.

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Shelley Welsch  
Mayor

ATTEST:

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Joyce Pumm  
City Clerk



## Council Agenda Item Cover

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**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** AN ORDINANCE CREATING A NEW SECTION 605.290 OF CHAPTER 605 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI ENACTING AND ADOPTING "OUTDOOR DINING REGULATIONS".

**AGENDA SECTION:** New Business

**COUNCIL ACTION:** Passage of Ordinance required for Approval

**CAN THIS ITEM BE RESCHEDULED? :** Yes

**BACKGROUND REVIEW:** The City's Zoning Code was revised on November 24, 2014 to establish outdoor dining as an allowed use in all commercial zoning districts and require that an outdoor dining permit be obtained. The outdoor dining permit is not being regulated through the Zoning Code, which applies to land use, but rather through Chapter 605 of the Municipal Code pertaining to Business Regulations. The attached ordinance revision sets forth the requirements for an outdoor dining permit, which will have standards to provide for adequate pedestrian clearance and define an outdoor dining season. The outdoor dining permit will require annual renewal, and allow for better administration and enforcement of outdoor dining.

The ordinance revision has been reviewed by the City Attorney. The first reading should take place on February 9, 2015. The second and third readings and passage of the ordinance could occur at the subsequent February 23, 2015 meeting.

An outreach and education effort regarding the new permit will occur after adoption.

**Attachments:**  
1: Draft Ordinance

**RECOMMENDATION:** Approval

**INTRODUCED BY:**

**DATE: February 9, 2015**

**BILL NO. 9252**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CREATING A NEW SECTION 605.290 OF CHAPTER 605 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI ENACTING AND ADOPTING “OUTDOOR DINING REGULATIONS”.**

**WHEREAS**, the City wishes to enact an ordinance requiring business that provide outdoor dining obtain an outdoor dining permit.

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

**Section 1.** A new Section 605.290 of Chapter 605 of the University City Municipal Code, “Outdoor Dining Regulations”, is hereby enacted, which shall read as follows:

**Section 605.290 – Outdoor Dining Regulations**

**A. Permit Required**

Any food and beverage establishment that intends to provide outdoor dining on public or private property shall be required to obtain an annual Outdoor Dining Permit.

**B. Application and Permit Fee**

Every business providing an outdoor dining area for patrons on public or private property must obtain a valid outdoor dining permit. Said permit shall be renewed on an annual basis. Businesses must obtain an outdoor dining permit by the beginning of the outdoor dining season, or prior to providing outdoor dining. If a business applies for an outdoor dining permit during the middle of the outdoor dining season, the permit fee will be pro-rated. An annual fee of one-hundred (100) dollars is due with the permit application. Department of Community Development staff will inspect all outdoor dining area to ensure businesses have obtained a valid outdoor dining permit.

**C. Outdoor Dining Season**

Outdoor dining is allowed between March 1 and December 31 of each year, or any day that the temperature is at least fifty (50) degrees Fahrenheit. During the off-season, all outdoor dining furniture and barriers shall be stored indoors.

**D. Outdoor Dining Hours and Location**



Outdoor dining is allowed during any hours that the business is open and operating within the outdoor dining season. Outdoor dining can only be located directly adjacent to the business storefront for which the outdoor dining permit has been issued and may not encroach or spill over in front of neighboring businesses or properties. Outdoor dining shall only be located between the front building wall of the establishment and the curb. The following guidelines must be adhered to in order to obtain an Outdoor Dining Permit:

1. All outdoor dining furniture must be located so that a minimum four (4) foot wide clear zone for pedestrians is maintained at all times, in compliance with the Americans with Disabilities Act (ADA) requirements;
2. Within the pedestrian clear zone there shall not be any obstructions including, but not limited to trees, bike racks, newspaper stands, parking meters, trash receptacles, and light poles;
3. No outdoor dining furniture shall obstruct the pedestrian clear zone at any time;
4. No element of outdoor furniture may block any ingress/egress to the business establishment or any fire department connections;
5. Outdoor dining furniture shall be located at least five (5) feet from any curb ramps at intersections;
6. Temporary barriers or planters are allowed so long as they do not interfere with the pedestrian clear zone

#### E. Outdoor Dining Standards

##### 1. Furniture

The City does not regulate the material for tables and chairs. However, furniture should be made of a durable material and maintained in appearance and kept clean. Tables and chairs are allowed to be secured outside overnight during outdoor dining season, but must be removed and stored indoors during the off-season.

##### 2. Umbrellas

Umbrellas must be located completely out of the pedestrian clear zone, unless they are at least six and one-half (6.5) feet above the sidewalk when opened.

##### 3. Fencing, Barriers, and Planters

Outdoor dining may be separated from the right-of-way by the use of a temporary railing, fence, or planters. Such barriers must be durable and removable when not in use. Planters must be maintained with live plants. All barriers must adhere to the following guidelines:

- a. No portion of a barrier shall be located in the four (4) foot wide pedestrian clear zone
- b. Any fencing must be at least thirty (30) inches in height but no taller than forty-two (42) inches

- c. Barriers shall not be anchored to the public sidewalk at any time
- d. Barriers located on public property must be removed during the off-season.

4. Trash

Businesses are required to maintain the outdoor dining area and adjacent public places free from all refuse of any kind. Trash shall not overflow onto the ground and the sidewalk shall be kept clean from food and beverage materials. Any food, beverage, or other items spilled must be cleaned and removed for the safety of pedestrians.

F. Outdoor Dining Permit Revocation

Department of Community Development staff will conduct inspections to ensure compliance with these regulations and require corrections to any violations in a timely manner. Any business that does not adhere to the outdoor dining regulations shall be subject to permit revocation at any time during the outdoor dining season, or subject to non-renewal of the outdoor dining permit.

G. Citations

Any business that provides an outdoor dining area without obtaining an outdoor dining permit shall be subject to citation under Article 9, Division 5 of the University City Zoning Code.

\* \* \*

**Section 2.** 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 3.** This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

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MAYOR

ATTEST:

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CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

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CITY ATTORNEY



## Council Agenda Item Cover

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**MEETING DATE:** February 9, 2015

**AGENDA ITEM TITLE:** An ordinance repealing Section 126.230 of Chapter 125 of the Municipal Code of the City of University City, Missouri "Establishment of Municipal Selection of Judges" in its entirety.

**AGENDA SECTION:** New Business

**CAN THIS ITEM BE RESCHEDULED? :** Yes

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**BACKGROUND REVIEW:** During the process of re-codification, the City Attorney's associate, at the time, reviewed this section and replaced Section 125.230 with a new title and new language. This section addressed the establishment of a Municipal Court and the initial appointment of the Municipal Judge, which was already governed by the City Charter as well as an existing section of the Municipal Code.

**RECOMMENDATION:** Approval

**INTRODUCED BY:**

**DATE:** February 9, 2015

**BILL NO. 9253**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REPEALING SECTION 125.230 OF CHAPTER 125 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, MISSOURI “ESTABLISHMENT OF MUNICIPAL DIVISIONS – SELECTION OF JUDGES” IN ITS ENTIRETY.**

**WHEREAS**, the City wishes to repeal Section 125.230 of Chapter 125 of the Municipal Code in order to comply with the City’s Charter and delete duplicative language from the Municipal Code; and

**WHEREAS**, Section 125.230 prior to re-codification was titled “Absence of Judge – Procedure” and provided the process for replacing the Municipal Judge in case of absence, sickness or disqualification; and

**WHEREAS**, during re-codification, the prior City Attorney replaced Section 125.230 with a new title and new language, which addresses the establishment of a Municipal Court and the initial appointment of the Municipal Judge, which was already governed by City Charter as well as an existing section of the Municipal Code; and

**WHEREAS**, Article V, Section 23 of the Charter expressly authorizes a City court; and

**WHEREAS**, Article V, Section 24 of the Charter expressly authorizes the City Manager to appoint a Municipal Judge and a provisional judge to serve in the absence of the Municipal Judge; and

**WHEREAS**, Municipal Code Section 125.010 already expressly establishes the City’s Municipal Court to be known as the University City Municipal Court, a Division of the 21st Judicial Circuit Court of the State of Missouri; and

**WHEREAS**, the new language of Section 125.230 is in conflict with the City’s Charter and is duplicative of existing Municipal Code sections; and

**WHEREAS**, the City wishes to comply with the procedures set forth in the City’s Charter governing the establishment of a Municipal Court, the appointment of a Municipal Judge and the appointment of a provisional judge to serve in the absence of the Municipal Judge as well as to remove the duplicative language in the Municipal Code, which requires the repeal of conflicting Section 125.230 of the Municipal Code.

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

**Section 1.** The Municipal Code of the City of University City, Section 125.230 of Chapter 125 - Establishment of Municipal Divisions – Selection of Judges is repealed.

\* \* \*

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2015

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

\_\_\_\_\_

CITY ATTORNEY