



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
February 26, 2018
6:30 p.m.

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
- E. APPROVAL OF MINUTES**
 - 1. February 12, Regular session minutes
 - 2. February 12, Study session minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
 - 1. Michael Miller is nominated for re-appointment to the Plan Commission by Councilmember Jennings.
 - 2. Carol Jackson is nominated to the Arts and Letters Commission replacing Melcine Henderson's expired seat by Councilmember Jennings.
 - 3. Dianne Benjamin is nominated to Urban Forestry replacing Mark Wallace's expired term by Mayor Welsch.
- G. SWEARING IN to BOARDS & COMMISSIONS**
 - 1. Mary Gorman to be sworn in to the Green Practices Commission.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
 - 1. AMENDMENT TO THE ZONING CODE, OFF-STREET PARKING AND LOADING REQUIREMENTS, LOCATION OF PARKING AREAS.
- J. CONSENT AGENDA – Vote Required**
 - 1. Annual Tire Purchase
 - 2. Golf Course Mower Purchase
 - 3. Park Division Mower Purchase
 - 4. Solid Waste Automated Truck Purchase
- K. CITY MANAGER'S REPORT**
 - 1. Drainage Improvement Contract – 8100 Teasdale
(Vote Required)
 - 2. Program Agreement – Westgate Ave. Improvements
(Vote Required)
 - 3. Legislative Platform
(Vote Required)
 - 4. 8109 Olive Site Plan
(Vote Required)

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9350** – AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (7000 Kingsbury)
2. **BILL 9351** – AN ORDINANCE AMENDING CHAPTER 400, ARTICLE VII, SECTION 400.2010 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO THE ZONING CODE, OFF-STREET PARKING AND LOADING REQUIREMENTS, LOCATION OF PARKING AREAS.

M. NEW BUSINESS

RESOLUTIONS

1. **RESOLUTION 2018-3** Resolution Convening The Tax Increment Financing Commission Of The City Of University City, Missouri, Authorizing The Distribution Of Request For Proposals, and Authorizing Certain Actions Connected Therewith.

BILLS

2. **BILL 9352** – AN ORDINANCE AMENDING SECTION 120.300 OF THE UNIVERSITY CITY MUNICIPAL CODE REGARDING THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF UNIVERSITY CITY, MISSOURI.

N. 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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Q. ADJOURNMENT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
February 12, 2018
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, February 12, 2018, Mayor Shelley Welsch called the meeting to order at 6:31 p.m.

B. ROLL CALL

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

Councilmember Rod Jennings
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Terry Crow
Councilmember Michael Glickert
Councilmember Bwayne Smotherson

Also in attendance was City Manager, Gregory Rose, and City Attorney, John F. Mulligan, Jr.

C. APPROVAL OF AGENDA

Councilmember Smotherson asked Ms. Reese whether Carol Jackson had already been added to the Arts & Letters Commission? Ms. Reese stated she had received Ms. Jackson's application, but no official nomination. Councilmember Smotherson requested that the agenda be amended to include Ms. Jackson in tonight's appointments.

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

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. January 22, 2018, Regular Session minutes were moved by Councilmember Jennings, it was seconded by Councilmember McMahon and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Cirri Moran is nominated for reappointment to serve a special third term on the Plan Commission by Councilmember Terry Crow; it was seconded by Councilmember McMahon and the motion carried unanimously.
2. Carl Hoagland is nominated for reappointment to serve his first full term on the Park Commission by Councilmember Paulette Carr; it was seconded by Councilmember Crow and the motion carried unanimously.

3. John Solodar is nominated to the Green Practices replacing Robert Elgin's expired term, by Councilmember Steve McMahon; it was seconded by Councilmember Jennings and the motion carried unanimously.
4. Mary Gorman is nominated to the Green Practices as a fill-in replacing Scott Edison's unexpired seat, by Councilmember Michael Glickert; it was seconded by Councilmember Crow and the motion carried unanimously.
5. Carol Jackson is nominated to the Arts & Letters Commission by Councilmember Smotherson; it was seconded by Councilmember McMahon and the motion carried unanimously.

G. SWEARING IN TO BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

John Cross, 6847 Raymond, University City, MO

Mr. Cross expressed his opposition to the Resolution and suggested that Council give consideration to the passage of an Ordinance that itemizes miscellaneous expenditures. As it currently stands, the City's miscellaneous line item is nothing more than a slush fund and his interest is more about where the money is going, rather than where it is coming from.

Mr. Cross also suggested that the City remove its Neighborhood to the World logo until it stops denying certain segments of this community and truly becomes an inclusive neighborhood. He stated the 3rd Ward has been neglected for over 40 years. Services are going down; costs keep going up, and funding goes everywhere except the 3rd Ward. And forget about eminent domain because nobody ever buys a home with the intent of it being run-down by the City and taken for a next to nothing.

Mary Adams, 7700 Olive Boulevard, University City, MO

Ms. Adams provided Council with the following update from the U City Chamber of Commerce:

- Over the last fifteen months, membership has increased more than 400 percent.
- Additional member benefits are now available at the most accessible rates in the region.
- Robust relationships with regional partners resulted in the Chamber providing \$31,000 in financial assistance to Loop businesses impacted by the civil unrest that occurred on September 16th.
- A portion of this year's City-Wide Marketing Fund was used to produce the *Explore U City* brochure; a copy of which has been provided to Council. The brochure features an updated guide of all restaurants and specialty grocers on Olive Blvd., a map of U City's eight business districts, and a sampling of public art installations, history, architecture, and buildings.
- 5,000 maps will be distributed throughout U City, the St. Louis region, and have also been available for download on the Chamber's website.
- Self-guided tours are available in GIS version for mobile devices.
- Planning is in full swing for Taste of U City, which will be held on Thursday, March 22nd, from 5 to 8 p.m. at the Mandarin House Banquet Center.

Council was invited to contact the Chamber with questions or input, and everyone was encouraged to take the tours, dine at one of the great Olive-Link restaurants, and plan to attend Taste of U City.

Sonya Pointer, 8039 Canton Avenue, University City, MO

Ms. Pointer stated she would like to address some of the concerns she expressed at the community meeting held last week. She stated although she has been telling people about the importance of being proactive regarding the issues associated with TIF(s), her hope is that Council will acknowledge the fact that there are many low-income residents in these areas who may not participate, and take steps to provide the outreach she believes is necessary. Most of us know that historically, TIF(s) have displaced and gentrified poorer communities. And while she believes this Council is very capable and concerned, sometimes even when you think you are doing something good, it can have unintended consequences.

Ms. Pointer said she was intrigued by Mr. Cross' comments regarding the 3rd Ward and people's inability to maintain their homes because it was a perfect segue into her next topic; the code enforcement legislation being proposed by the City Manager. Even though these random inspections may not impact her personally, she does have concerns about how it might affect other members of her community. So she would simply ask the City to take a hard look at this legislation before attempting to get it passed.

Don Fitz, 720 Harvard, University City, MO

Mr. Fitz stated he too, attended the Community Forum with the new City Manager, Gregory Rose, and was astonished when he heard him speak about a plan to reduce crime by introducing satellite police stations in the middle of City parks throughout areas identified as having the highest levels of crime.

And in spite of Mr. Rose's explanation that the City would only be changing the use of these parks, U City residents clearly voiced their desire to have the right to vote on alterations made to parks, in a Referendum conducted many years ago. Since that forum, Mr. Fitz stated he has learned that a provision in the City's Charter says that the use cannot be changed without the approval of a vote by the citizens.

As a teacher of environmental psychology, he is very familiar with the literature on the effects of green space unconsciousness. And study after study has shown that green space has a calming effect on people, especially people who might be predisposed towards crime due to environmental or personal stressors. So his hope is that Mr. Rose will reconsider this proposal or at the very least, Council imposes a requirement that no changes be made without a vote of the people.

I. PUBLIC HEARINGS

J. CONSENTAGENDA – Vote Required

1. Annual Fuel Purchase Agreement.

Mr. Rose stated this Consent Agenda contains items that are considered routine and can be approved or rejected by one action of the Council.

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

K. CITY MANAGER'S REPORT

1. Drone Program

Mr. Rose stated as he and staff begin to explore ways of improving the City's policing ^{E - 1 - 3}

approach the use of technology will be a key component. Unmanned aerial vehicles have been used in the U.S. as a tool for improving public safety for over ten years. Therefore, staff is recommending that the Mayor and Council review a presentation of the applications being explored for the use of these unmanned aerial vehicles, better known as drones.

Battalion Chief, Bill Hinson, stated the department currently utilizes two DJI Mavic Pro Drones for training purposes only and has three FAA **registered pilots**. The use of these drones require an FAA established account, drone registration, and a waiver application that allows the department to go outside the drone's normal operating capacity restrictions on altitude, night flights, and line of sight, for use in emergency situations. Standard operating procedures have been established, and are refined on a daily basis to reflect national standards.

The DJI Commercial/Tactical Drones staff is looking to purchase can be used to assist police and fire departments, community development activities, city-wide PR initiatives, and disaster evaluations.

DJI Commercial Capabilities:

- Site evaluations
- Pre-planning for anticipated incidents
- Calculate exact footage of buildings
- Locate hydrants
- Assist with code enforcement
- Evidence collection
- Public relations for special events
- Oversight potential for rapid deployment outside of hot zones
- Find hot spots in burning buildings
- Locate missing persons; *(The average time from deployment until a person is found, is approximately 7 1/2 minutes.)*
- Perform grid patterns

DJI Commercial Features:

- Uses the same command and control system as the DJI Mavic Pro
- Compass systems
- Double battery backup system with the ability to return home when the batteries get low and return to the exact location once the battery is replaced
- 4.3-mile range
- Thermal imaging camera
- Z30 camera zoom lens with a range of approximately 14 miles
- Downloadable recording system
- Military grading system for use in 30 miles an hour winds and rainstorms
- Live feed with encrypted network that can be logged into the dispatch center
- Numerous safety features
- Hazmat sensors that can sniff out chemical, biological, radiological, nuclear, and explosives within an area

Chief, Hinson stated both the Police and Fire Departments will be discussing the appropriate integration of these drones for joint team operations.

Councilmember Smotherson questioned whether the training drones had been used during the Loop protests? Captain Hinson stated the City has only had these drones for a couple of months, so they were not available at the time.

Councilmember Smotherson asked where the training for pilots was being conducted? Captain Hinson stated that for the most part, it has been conducted in open areas within Heman Park.

Councilmember Glickert asked where the command center for the drones would be located? Captain Hinson stated they are looking at all seven districts on a topographical map to determine exactly where the landing zones should be located.

Councilmember Jennings questioned whether storage space would be needed to archive the video footage produced by drones, and if so, has it been included in the purchase price? Captain Hinson stated a 6 terabyte hard drive or portable storage unit costs about 75 bucks and has the capacity to store multiple months of footage.

Mr. Rose stated this is staff's first look at the different types of technology they believe will assist in keeping the public safe. So Council should expect to be hearing more about drones, robotics, and the potential use of cameras in the very near future.

2. Janet Majerus Park Improvements – Engineering Svc Contract

Mr. Rose stated staff is recommending approval to authorize the signing of a contract with Planning Design Studio for the purpose of providing services to the City as it relates to the improvements proposed at Janet Majerus Park. The services include design, engineering, bidding, construction, administration, and surveying, at a cost of \$69,437.

Councilmember Glickert moved to approve, it was seconded by Councilmember Jennings.

Councilmember Smotherson stated he would like the record to reflect that although the contract identifies concrete, discussions have been centered on the desire to utilize asphalt. So he would like to receive some type of reassurance that asphalt is really what is going to be used.

Mr. Rose stated based on the comments he has received; unless Council asks him to go in a different direction, asphalt will be used in this contract.

Mayor Welsch questioned whether there was a need to amend the budget in order to accommodate this request since asphalt would require more maintenance than concrete?

Sinan Alpaslan, Director of Public Works and Parks, stated that additional funding would have to be incorporated into the budget for maintenance. However, asphalt and concrete are not the only options. And there is enough money in the design contract to utilize one of these options if Council is interested in reviewing them.

Mayor Welsch stated her assumption was that the City would receive less funding for asphalt than concrete. So are you suggesting that we retain the current funding until a final decision has been made?

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Mr. Alpaslan stated that would be his suggestion. And then once a decision has been made staff would make the appropriate disclosures to the grant administrator.

Voice vote on Councilmember Glickert's motion carried unanimously.

3. Kingsland Bridge Contract Award

Mr. Rose stated staff is recommending approval for the award of a contract to the lowest bidder, Rainer Construction, for the Kingsland Avenue Bridge reconstruction project to remove and reconstruct the remaining superstructure sections under Kingsland Avenue from north of Etzel to south of Bartmer, and under the alley between Bartmer and Chamberlain Avenue. The cost of this project is \$1,545,379.75.

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

4. Classification and Compensation Study – Request for funding

Mr. Rose stated staff is recommending approval of funding for a Classification and Compensation Analysis Study. Although costs can range from as low as \$22,000, up to \$75,000, which was paid by Maricopa, Arizona, staff utilized research obtained from this data to determine the anticipated cost of this study. The difference actually depends on whether you agree that the City should evaluate both classification; external and internal equity, as well as compensation; the benefits package and salaries, which is a little different than Clayton and Chesterfield.

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

**L. UNFINISHED BUSINESS
BILLS**

**M. NEW BUSINESS
RESOLUTIONS**

Introduced by Councilmember Glickert

- 1. Resolution 2018-2– Campaign Contributions.** The motion was seconded by Councilmember Jennings.

Councilmember Glickert stated much has been said and heard about Federal, State, and local campaign contributions, and recently, Council was presented with a report by concerned citizens essentially requesting that local elections be financed organically. Although under Missouri law anyone can contribute, what matters most, is the preservation of integrity and transparency in U City's political process. There is a need to end the public's perception of these large contributions as superseding public interest. And while the ultimate goal may be to work with State legislators in order to establish a system that promotes and encourages broad-based citizen involvement in the election process, he believes the Resolution now before Council is a start in the right direction. So his hope is that Council can work together to carve out this essential declaration, which he believes can only make this a better community.

Mayor Welsch stated at the last Council Meeting one of her colleagues questioned why she had not introduced a Resolution related to the report presented by Dr. Bashkin and Mr. Logan on January 8th, and her response to that question was that she and Councilmember Glickert were currently working on a Resolution that is now complete and ready for introduction.

The intent of this Resolution is simple; to bring campaign donations under the umbrella of Section 110.040 of the Municipal Code; Disclosure of Conflict of Interest. The declaration of policy in the City's Municipal Code reads as follows: *"The proper operation of municipal government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain, and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosures by certain officials and employees of private financial or other interests in matters affecting the City."*

Mayor Welsch stated when this section of the Code was adopted the narrow focus was on personal and financial gain, as detailed in MO Statute 105.450. For instance working for a company that does business with a municipality or having a family member that does so. Her support of this Resolution is based on a belief that in this current political environment where big money is utilized to buy influence on national, state-wide, regional, and local levels, the scope of this statute is too narrow and should be expanded. U City should be concerned about how these large donations to public campaigns could possibly benefit donors when they are used to place an individual with the authority to pass legislation and approve contracts into office. Just as businesses, universities, and organizations around the country have incorporated strong conflict of interest rules for their employees, the residents of this community need to know that U City is committed to strengthening its current policy by bringing true transparency to the electoral process and ensuring that elected officials are working solely for their benefit. Some residents feel there should be public financing of all campaigns, that no outside donations should be allowed, some believe donations should be restricted to coming from people who live the area from which the candidate will be elected.

The substance of this Resolution; which should be included in the Municipal Code as an expansion of the current Disclosure of Conflicts of Interest Section or as a separate section on Campaign Financing and Council Involvement, seeks to resolve the following;

1. That candidates for public office in U City file campaign finance reports with the MO Ethics Commission rather than the St. Louis County Board of Elections to ensure that reports can be easily found and reviewed online by residents;
2. That financial and in-kind donations to candidates be limited to \$500 per donor, per campaign;
3. That candidates will not be allowed to accept donations from individuals and organizations they know to be doing business with U City, and
4. That if a member of Council has previously received donations from an individual or organization now seeking to do business with the City, they will be required to recuse themselves from any discussions or votes.

Mayor Welsch stated she truly believes the four points in this Resolution will guarantee better governance for the people of U City and hopefully, attract more interest in running for these elected positions once the cost of establishing and maintaining a campaign is minimized. She noted that one comment she had received from an opponent of this Resolution talked about her desire to tie the hands of the next Council.

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However, since neither Councilmember Crow or Carr received donations related to the outsourcing of EMS and the future of Parking Lot Number 4, and if the same holds true for at least two of the new members, Council will still retain an outstanding majority with the ability discuss and vote on these issues should the need arise.

This community had led in the past on a myriad of issues like curbside recycling and the outlawing of housing discrimination, et cetera.

Therefore she would ask her colleagues for their support of this Resolution to once again, lead the way for a healthier and more transparent campaign finance environment within the St. Louis Region.

Everyone wants a government that is for the people, by the people, and her belief is that this Resolution will be in the best interest of the taxpayers by sustaining the City's democracy

This afternoon, KWMU reported that the St. Louis County Council is likely to take up a discussion of campaign finance limits very soon. Kansas City and St. Louis already have limits in place. Thirty nine states have limits on campaign contributions. Last Friday, a woman in West Virginia was hauled out of a state house chamber when she sought to put into the record the donations the coal and energy industry had made to that elected body. The State of Virginia discussing the energy monopoly in that state, a discussion that had been tied to discussion of those companies' campaign contributions. During the 2016 election, campaign donations were discussed widely – especially by Senator Bernie Sanders and his supporters.

This is an idea whose time has already arrived...University City should be a leader on this. *(Mayor Welsch asked that her written comments be attached to the minutes.)*

Councilmember Jennings stated he has had the opportunity to campaign for bond issues, the School Board, this Council, and honestly understands that it is a lot easier to run a campaign when you have an abundance of resources. So the question he had to ask himself was, *"What will the passage of this Resolution hurt?"* Everybody in his Ward cannot afford to be a thousand dollar donor; yet, their voices are important and should not be overshadowed by someone who can write a check for a thousand dollars. Therefore, he concluded that the answer to his question is this Resolution either drains the swamp or levels the playing field.

Councilmember Jennings stated he was asked to read the following comments submitted to him by one of his constituents into the record: *"Mr. Jennings, I am not able to attend tonight's Council Meeting and would respectfully request that you read this message on my behalf during your comment period on the subject Resolution. I support the passage of Resolution 2018-2. I see no flaws in the language or the purpose of this Resolution. I have read the various criticisms on social media and the questions raised about motives and past practices. I do not consider those comments valid objections to the passage of the Resolution. It is hard to comprehend that any Councilmember would not support this Resolution. Anyone voting against the proposed ethical campaign restrictions will be perceived as being against transparency and accountability in our democratic election process. Unanimous passage of this Resolution will provide excellent PR for our City. I urge all Councilmembers to vote yes. Sincerely, Jan Adams; 7150 Cambridge Avenue."*

Councilmember Smotherson stated he wanted to make his comments after the public comments.

Councilmember McMahon stated he is not against Council having this discussion or even trying to reach a consensus on these issues, so he appreciates the fact that his colleagues have brought this topic up. However, based on the magnitude of the proposed legislation encompassed by this Resolution, and the fact that it appears to be aimed at some very specific targets, he thinks Council should be given ample time to discuss it and flush all of these things out. This Resolution seems to be hinged on two things; the acceptance of donations that might interfere with Council's decision-making capacity, and a conflict of interest; having the personal integrity to know that those donations will not change the way you think or vote. Both of which raises several questions.

Q. Can we safely assume that during both of your tenures on Council you have comported yourselves to the very rules you are proposing? Councilmember Glickert answered if you want to talk we can go to Starbucks.

Mayor Welsch stated about ten years ago she had to recuse herself because her husband was an architect on the COCA expansion, but since that time, none of her donors have come before Council.

Q. The gist of the Bashkin/Logan Report is to remind people that when they take any kind of contribution they must also be cognizant of the need to put the City's interest first. Therefore, since no evidence of a conflict of interest was cited in the report, is this Resolution related to all legislative activity or quasi-judicial votes? Mayor Welsch stated although she is unclear about his interpretation of quasi-judicial, this Resolution; which relates to the donors of a campaign, would merely be an addendum to the City's existing policy on Conflicts of Interest.

Q. Would the adoption of this Resolution mean that if we voted to change the fees at Centennial Commons and someone gave one of us a dollar, we could not vote on that issue? Mayor Welsch stated she did not understand how anything in the Resolution had caused him to reach that conclusion? Councilmember McMahon stated if someone who has a business relationship with the City through the payment of fees, gave a member of this Council a dollar, it would then become a legislative function which ties into what this Resolution is saying.

Q. Do the provisions of the Charter allow Council to look at campaign contributions? Mayor Welsch stated based on her understanding the Charter does not contain any provisions, but that does not mean it cannot be dealt with accordingly.

Q. Do these proposed restrictions comply with the constitutional scrutiny tests for such limits, and if so, explain how? Mayor Welsch stated the levels referred to in the Resolution were extracted from the City's Municipal Code. However, there are similar laws around the county and campaign finance limits have been upheld by the courts.

Q. Do these limits also include the same conflict of interest language? Mayor Welsch stated she had not read all of the laws around the country.

Q. How does the inclusion of conflict of interest together with campaign finance limits affect the freedom of association guaranteed by the U.S. Constitution?

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Mayor Welsch stated her belief that this Resolution falls within the laws of the State of Missouri are based on the U.S. Supreme Court's ruling in *Citizen's United* which says that money is in fact, free speech, and the roughly 36 states, including Missouri, which have established that there can be limits on political donations.

Q. Your response refers to free speech, but my question is about the freedom of association, which is a different analysis. Has any research been conducted to ensure that this Resolution is void of any First Amendment violations? Mayor Welsch stated in no way was this Resolution drafted to limit who you can or cannot associate with. Its intent is to encourage members of Council to be cognizant of the need to disclose possible conflicts of interest related to campaign contributions.

Q. What data was used to reach the conclusion that Albuquerque, Oakland, and San Diego were comparable cities? Mayor Welsch stated the note attached to this Resolution when it was presented to Council, explains that although additional points could be gleaned from legislation adopted by cities they viewed as comparable, their only goal was to have a future Council give consideration to adopting an Ordinance that included the four points contained in the Resolution.

Q. It took the City of St. Louis six months from the time of their first reading, to the time of passage, so what is the anticipated timeline for the passage of U City's Ordinance? Mayor Welsch stated any timeline imposed would be at the discretion of Council.

Q. The Resolution states, "Any future Ordinance shall have these four points". Since "Shall" means mandatory, is it ethical to circumvent the directives of the Charter with respect to how Ordinances are adopted? Mayor Welsch stated Irregardless of the wording; which she interprets as, "*There shall be,*" Resolutions do not hold the same judicial authority as an Ordinance. So, if a future Council decides not to include the four points, so be it.

Q. What is your stance on the public financing legislation adopted by the City of Albuquerque? Mayor Welsch stated she would love to have public financing. But knowing the challenges this City's budget is facing she frankly does not believe that type of legislation would be feasible; that Council would approve it, or that it would even be something the City Manager would recommend.

Q. Recent elections for the office of State Representatives had a \$2,600 donation limit that encompassed fewer voters than this City's 1st Ward. So why are the State's limit of \$2,600 wrong and your proposal of \$500 right? Mayor Welsch stated the City of St. Louis has a limit of \$10,000, and one train of thought was since U City is one-tenth their size, perhaps, the limit should be \$1,000. Ultimately, the decision was made to utilize the limit already established in the City's Municipal Code, which is \$500. But if Council would like to amend the Resolution by inserting a higher limit, it is certainly their right to do so.

Q. If the underlying goal is to adopt an Ordinance to this effect, why is this Resolution even necessary tonight? Mayor Welsch stated the Resolution was prepared pursuant to a request made by concerned citizens on January 8th, that Council draft and approve a Resolution regarding campaign contributions which enables citizens to access the degree of influence these contributions might have

on their elected officials. But here again, what any future Council does with this Resolution will be left up to them.

Q. Did anyone who graduated from law school assist in the drafting of this Resolution? Mayor Welsch stated she did have a lawyer look at the Resolution. And while she will state that it was not Jan Adams, her preference would be to allow this individual the option of self-identifying.

Q. Is this individual licensed to practice law in the State of Missouri? Mayor Welsch stated this individual is a very successful lawyer, licensed to practice in the State of Missouri.

Q. What is meant by the phrase, "A vote that involves"? Mayor Welsch stated she interprets it to mean any vote that involves a person, organization, agency or entity, who has donated funds to a Councilmember's campaign.

Q. Would this Resolution preclude a member of Council who received a donation from an establishment holding a liquor license from voting on any new proposals that come before Council requesting the same type of license? Mayor Welsch stated this Resolution only pertains to the specific entity that made the campaign donation.

Q. Even in the absence of this Resolution, is it your opinion that you should not have voted on a proposal which came before Council for the purchase of a specific parcel of land? Mayor Welsch stated although she cannot recall whether any of the individuals whose land this Council voted to purchase gave her money, that would have been her opinion at the time.

Q. Would you be willing to include an amendment to this Resolution which says, that if Council discovers any issues that occurred prior to the adoption of this Resolution the responsible member(s) still be held accountable for any monetary damage their vote caused to the City? Mayor Welsch stated she would not.

Q. How would this Resolution preclude 100 people from donating \$50 each? Mayor Welsch stated the Resolution was not designed to preclude small donations.

Q. Are there any other Charter Cities in Missouri that have this type of legislation? Mayor Welsch stated Kansas City; which she believes is a Charter City, has adopted this legislation.

Councilmember Carr maintained that if you look at the way this Resolution is written, \$500 may be the limit, but it is not absolute because there could still be a "conflict of interest," even if she were to receive a one dollar contribution. That being said, she would question why the Mayor and Councilmember Glickert; who have both gone through three elections; collected contributions over \$500, and maintained a supermajority between 2014 and 2016, have waited until now to bring this issue forward.

Mayor Welsch stated she has actually run four elections where she raised lots of money but believes that what caught everyone's attention is the fact that the limit amount for entities wanting to do business with the City changed in 2014.

So, while she did have concerns back in 2015, she did not have the support needed to move anything forward, until the Bashkin/Logan report was submitted in 2018.

Councilmember Carr stated she found the Mayor's comments to be somewhat surprising since there are so many Asian businesses listed on her report, as well as the reports of Councilmembers Glickert and Jennings. Nevertheless, she is interested to understand why anyone would expect Council to adopt and apply this Resolution in the middle of a campaign? Is it really fair to change the rules in the middle of a game?

Mayor Welsch pointed out that the request for this Resolution came before Council on January 8th, and since she will no longer be a member of this Council after the election, she would like the opportunity to show her support by placing a yea vote on the record.

Councilmember Carr then addressed her comments and questions to the four points outlined in the Resolution.

Point No. 1

With the exception of Councilmember Jennings and Former Councilmember Stephen Kraft; in his second election, Council has filed their reports with the Board of Elections.

Q. Are you aware that Legislation HB-1476, which went into effect on January 1, 2017, states that "All committees, except committees formed for local ballot measures, must register with the Missouri Ethics Commission and file all campaign finance reports electronically with the MEC," thus making the first point in the Resolution superfluous? Mayor Welsch stated that she was not aware. Councilmember Carr stated that those who have an open campaign, which includes the two gentlemen running in Ward two knew that they had to file with the MEC and so did she.

Point No. 2

Councilmember Carr stated it also seems like during this same period of time the General Assembly looked at limits of \$2,600, rather than \$500. However, since she is still uncertain whether this is really about a dollar amount, she would defer making any additional comments.

Q. Have you ever taken a contribution from someone who held a business interest with U City, and then voted on a proposal brought before Council that directly impacted that business? Mayor Welsch stated she did not believe that she had. But if these regulations had been in place she would not have been able to accept the in-kind office space that George Tsai provided to her which was valued at \$2,000. Councilmember Carr noted that the Mayor had only paid Mr. Tsai \$250 a month.

Q. What does the word "involved" mean? Mayor Welsch stated her understanding of the word as an individual agency, organization, entity that is doing business with the City.

Councilmember Carr stated that definitions are needed before this Resolution could stand.

Q. Is a direct expenditure, either for or against a candidate, made by an outside person or Pac considered a contribution?

Mayor Welsch stated she thinks that if direct and in-direct expenditures made by other organizations have to be shown on a Missouri Ethics Commission Report, it would qualify as a contribution.

Q. If someone distributed postcards against you and you listed the expenditure in your Campaign Finance Report but your opponent elects not to, can you hold your opponent responsible for something someone did over which you have no control? Mayor Welsch stated she would point out to her opponent that although they did not have to report the expenditure, this money was spent on their behalf and it would be wise to recuse themselves from the voting process.

Ms. Carr: if they put out some postcards against you and they file it in their campaign finance report, but it's not in my opponent's report should I hold my opponent responsible for something that someone else did over which she has no control, or count that as part of the money spent?

Point No. 3

Q. What exactly do you mean when you state that the amount of \$500 is in-line with the size of this community and the range of socioeconomic levels, and how is that applied to the limit? Mayor Welsch stated U City is diverse in many ways, and both she and Councilmember Glickert felt that one of those differences arises from the socioeconomic levels of this community. So the ability to have a level playing field as it relates to campaign finances might encourage more people to get involved in the electoral process.

Councilmember Carr stated in her opinion, the only way you can have a level playing field is to give every candidate a check for the amount of money they can spend. She stated she is in agreement with the philosophy that campaign donations are a form of speech which demonstrates an individual's support. And the amount of that donation is irrelevant. As presented, this Resolution would penalize an entity from expressing that free speech by requiring a member of Council to recuse themselves from ever giving consideration to a matter they were involved in. Mayor Welsch stated the philosophy of free speech mentioned by Councilmember Carr, is the same philosophy advocated by Citizen's United, which she is not in agreement with.

Point No. 4

Councilmember Carr stated the most important is to list all those who have recused themselves from a vote on an issue involving a campaign donor; monetary or in-kind. She would be the first to admit that she had recused herself from voting on Gama because she accepted \$200 from Tim Gamma. Who else has done that? However, throwing mud on people is something she thinks is uncharacteristic of U City, and this Resolution seems to be coming really close to doing just that. So, she would like to know what the problem really is and whether this Resolution is actually a solution to that problem or a solution in search of a problem? And she won't know the answer to that question until someone provides her with a list of all instances where they believe a member of Council should have recused themselves from a vote because they received a campaign contribution for any amount, and failed to identify the possibility of a conflict of interest.

Councilmember Carr stated she would agree that there are some dark areas. The State says you do not have to itemize contributions of \$100 or less. However, this "*dark money*" can be just as influential as larger donations since it could have come from one individual or a group of business owners. So it's a matter of trust.

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Mr. Bashkin's report only looked at the firefighter's donations and direct expenditures, however, he bundled them together. So it's a little confusing. The report excused some Councilmembers, like the Mayor, who received \$2,000 in in-kind donations from George Tsai; the largest landowner on Olive. And yet, recently we voted to give the Asian businesses located on Olive \$40,000 of EDRST funds to look at establishing a SID. And for every donation mentioned by Mr. Bashkin, a review of the finance reports for Mayor Welsch, Councilmember Glickert, and Councilmember Jennings, will show that they too received donations and then voted on issues associated with those donations without providing any notification of a possible conflict of interest. And while this is really not illegal, the point is that up until now, nobody has ever said anything about it.

So even though she understands that U City might have some work to do, in her opinion, Points 3 and 4 will render Council unable to do the job they were elected to do; represent the people and vote on the issues before them. And eventually, they will drag this City into court because it will not be able to stand up to constitutional challenges.

Mayor Welsch is correct about a candidate in the City of St. Louis being able to collect a total of \$10,000 per campaign. However, what the Ordinance states is that a candidate cannot collect more than \$10,000 from others, but they are free to finance their own campaign. So if you want to talk about an unlevel playing field, that's one, which she does not believe, would be a viable solution for U City.

Although St. Louis and Kansas City may have Charters, they are both designated as Class A Cities, and not Charter Cities.

So while she appreciates the time and effort put into drafting these 150 pages, and perhaps, consideration could be given to some of the concepts adopted by the other cities they've identified, she does not think enough thought and planning has gone into the preparation of this Resolution.

And finally, when you talk about doing business with U City, in her mind, everyone sitting in this room that has paid a tax or a fee, does business with the City.

Mayor Welsch stated this is not about slinging mud on anyone. In fact, what she is asking this Council to do is exactly what the City Manager has suggested on multiple occasions since his arrival; to stop looking back and move forward.

Citizen's Comments

James Bashkin, 7739 Stanford Avenue, University City, MO

Dr. Bashkin stated Mr. Tsai's donation to Mayor Welsch was not ignored and has been clearly documented in the report provided to Council. With respect to the comments made by Councilmembers Carr and McMahan, there seems to be a note of levity about the appearance of a conflict of interest or misconduct by members of Council as it relates to the receipt of funds from entities they are subsequently asked to vote on during these proceedings. But he does not think they would find it to be so funny if they were marched off in handcuffs by the police or the FBI on charges of corruption, which is happening all over the country. In fact, at this very moment, there is a strange situation going on with the County Executive where there are insinuations of misconduct having to do with campaign donors being awarded large contracts by the County. And while one may not know quite what to think, it does not look very good. So perception is important, because it's what causes people to lose confidence in their government.

There is a similar disturbance among many residents of U City who are concerned about how some members of this Council will behave when asked to vote on matters having to do with the Firefighter's Union. So these proposed rules of ethics are extremely important.

It does not mean that we have been perfect in the past or that we are even trying to claim that we have. It simply addresses fears many residents face about what appears to be a financial stranglehold the Firefighter's Union has on this City Council, and many others; if not all of them, throughout the region. As a result of this activity; and other actions which encompass more than what has been released in his report, federal prosecutors are now contemplating whether RICO charges should be brought against the Firefighter's Union.

Dr. Bashkin stated Resolutions of this general nature are being passed all over the country because of concerns exactly like the ones stated in his report that affect the integrity of our democracy. So whether the limits are adjusted is of no great consequence, it's the spirit of the proposition that is extremely important.

Yvette Joy Liebesman, 7570 Cornell Avenue, University City, MO

Ms. Liebesman stated her original intent was to commend the Mayor and her supporters for the creation of this Resolution, which on the surface, appears to demonstrate a great deal of concern for this City's electoral politics and its future from corruption and undue influence. But after a thorough review, she now believes there are some serious problems.

Point No. 3, which states that you cannot accept financial aid or in-kind donations from anyone who has a business or financial relationship with the City, is over-inclusive. The mere purchase of a three dollar dog tag creates a business relationship, which removes citizens from participating in their own electoral process by supporting the candidate of their choice, and provides an opportunity for outside influences.

Point No. 4, which states that any member of Council who has ever accepted a dime from an entity must recuse themselves from voting, is under-inclusive because, in reality, any business they conduct will have an impact on those entities. So now, Council is completely paralyzed.

The Resolution addresses nothing about PAC(s). Whether you like it or not Mayor, the law of the land says that I can set up a PAC and decide to buy a bunch of campaign buttons for a candidate I don't like. And based on the recusal language in this Resolution, if that candidate wins, that PAC now has the ability to shut down everybody on Council they don't like, simply by making an independent campaign expenditure on their behalf.

The final problem is that if a member of Council must recuse themselves from voting on a business they have received campaign donations from in the past, it will create unfair competition.

Rosalind Borg, 7820 Cornell Avenue, University City, MO

Ms. Borg stated she provided an email in support of this Resolution; which she believes speaks to good ethics, governance, honesty, and integrity, to all members of Council, with the exception of Councilmember Smotherson; whose email came back as undeliverable. So in the interest of time, she would simply add that she was happy to learn Councilmember Carr; her representative in the 1st Ward demonstrated good ethics by recusing herself when it was important to do so. And say thanks to the two members leaving this Council who she believes have served to the very best of their ability. This is not an easy job. So she hopes Councilmember Crow has thick skin and is prepared for what most Mayor's get, which is very little thanks and a great deal of criticism.

Ms. Borg stated she had been unable to maneuver the sidewalks leading up to City Hall on her own and would suggest that additional handrails be added.

Mayor Welsch stated she would like to point out that three members of this Council will be leaving.

Leif Johnson, 836 Barkley Square, University City, MO

Mr. Johnson stated what this Resolution is really about is, convincing people they should not take campaign contributions from the firefighters. And once you understand that, it would cause you to wonder why it is being presented in the middle of a campaign. Because as Councilmember Carr pointed out, the Mayor had a perfect opportunity to present this Resolution when she had control of City Council.

Therefore, you would have to surmise that it is nothing more than a political ploy to ensure that nobody takes contributions from the firefighters, who most definitely, will have issues for this next Council to vote on.

And this question of conflict of interest is absolutely absurd. First of all, if you vote yes; because you want to appear clean, you'll only wind up looking very foolish when someone files a lawsuit against you and the judge throws this Resolution out of court. If you vote no, that gives the appearance that you're corrupt. And the Mayor, who has an extensive mailing list, will make certain to get the word out that every member who voted no is corrupt and responsible for holding up the process of cleaning up this City's government. That's the real elephant in the room that nobody wants to talk about.

Nancy Baglan, 7540 Cornell Avenue, University City, MO

Ms. Baglan expressed appreciation to everyone who has taken their time and effort to represent this City.

She stated in spite of the fact that she does not attend these meetings very often her expectation was that Council would have a thoughtful and deliberate discussion on the merits of this Resolution because, at the time, her intent was to come here and assert her support. But at this point, she thinks that allowing time for more discussion would be a really good idea. Ms. Baglan stated she does not need to hear discussions like the ones here tonight, that have such a personal tone, calls into question the motives of others or talks about past campaigns. This should be a Resolution about our City's future. Citizens need to know that decisions are being made in their best interest without undue influence from outside organizations. Ms. Baglan stated she is aware of this City's history of being a leader and would like to believe that the residents of this City are still capable of being leaders. So she would suggest that Council come up with a Resolution that accomplishes that and gives citizens the confidence of knowing that their vote matters.

Bart Stewart, 714 Harvard Avenue, University City, MO

Mr. Stewart posed the following questions to Council and asked that he be provided with the answers, preferably by the next Council meeting:

1. Are Bashkin and Logan the only authors of this report?
2. What are the largest donations ever received by Mayor Welsch and Councilmember Glickert?
3. What legal advice has been sought with respect to this Resolution?
4. Have any City funds been expended for this Resolution?
5. If he and another member of this community presented the Mayor with a proposed Resolution, would it be brought before Council?
6. Why does this City seem to be so anti-union, when historically, Unions have been one of the backbones of progressivism?
7. Has there been a code red issued this evening?

Jeff Hales, 7471 Kingsbury, University City, MO

Mr. Hales stated Ms. Ellen Burn publicized this Resolution on Nextdoor.com and opened her post with *"Washington, D.C. can't seem to do it, but maybe the U City Council can reduce the influence of large financial donations on our local politics."*

The Bashkin/Logan Report is riddled with incomplete information and is almost entirely focused on the campaign finances of four former candidates. Seeing as this report seems to be the impetus for this Resolution, one of the first discussions he believes should be conducted, is whether these donations have led to influence and conflicts of interest. Because it would seem incredibly hypocritical if Mayor Welsch and Councilmember Glickert, who are seeking to change the rules in the middle of an election they have chosen not to participate in, are not willing to hold themselves to the code of ethics being presented tonight.

Mr. Hales stated in reviewing the 2014 Campaign Finance Reports of the Mayor, Councilmember Jennings, and Councilmember Glickert, there are four examples he found interesting.

- Mayor Welsch received a \$773.10 donation from Greg Pace.
- Councilmember Glickert received a \$470 donation from Mr. Pace.

By your own standards was it unethical for you to vote to outsource EMS given the substantial contributions received from the greatest proponent of outsourcing?

- Councilmembers Jennings and Glickert both received a \$500 donation from Linda Wiggins; the wife of former Councilmember Stephen Kraft.
- In 2010 Mayor Welsch received a \$300 donation from Ms. Wiggins

By your own standards did you disclose or recuse yourselves when matters related to Councilmember Kraft's behavior were brought before Council during the summer of 2014?

- In 2010 Mayor Welsch received a \$400 donation from Nancy Georgian
- In 2014 Mayor Welsch received a \$250 donation from Ms. Georgian

At the September 12, 2016, meeting Council voted to approve a zoning change and site plan for a property owned by the Georgians. By your own standards Mayor Welsch, did you disclose or recuse yourself from that vote?

- Councilmember Glickert received a \$500 donation from Tim O'Donnell
- Councilmember Jennings received a \$500 donation from Complete Supplements, a company organized by Mr. O'Donnell.

Council unanimously agreed to sell Tim O'Donnell a City-owned property located at Olive and North and South for about .10 cents on the dollar after the former City Manager failed to include the protections recommended by Council in the contract. By your own standards did either of you disclose or recuse yourself from that vote?

Mr. Hales stated if this Resolution is passed with the effects being retroactive to preclude Councilmembers from voting on matters related to any donor in a prior election, shouldn't the penalties be retroactive as well? A contribution can only be a conflict of interest through an individual's own actions, and fortunately, records are available to connect the dots. Maybe these members of Council should share the whole store of their finance and voting records and let citizens decide whether or not they carry the mantle of campaign finance ethics. People in glass houses should not throw stones. *(Mr. Hales stated he would be happy to submit all of these Campaign Finance Reports to the City Clerk for the purpose of making them a part of the record.)*

Jerrold Tiers, 7345 Chamberlain, University City, MO

Mr. Tiers stated even though he is running as a candidate for the 2nd Ward, he is ~~here~~ a citizen who has way too much respect for every member of this Council to believe - 17

that any donation given to them has influenced their decisions. Nevertheless, in the future, somebody might be influenced, and that gives one part of this Resolution some merit; a limit on campaign contributions. He stated when he was approached to run for office he was provided with an estimate of what it would cost to run a campaign, and that estimate was roughly \$11,000. So he can understand how it could create a little bit of doubt with respect to influence if a person were to receive a donation that represented close to half of that amount. And the optics; as they say in Washington, are terrible.

Mr. Tiers stated he is not impressed by the recusal requirement and thinks that if the campaign donation limit was established for a reasonable amount you could dispense with the recusal effort. So he would have a certain amount of support for a limit on donations, however, it is, among other things, an unreasonable recordkeeping request to require a candidate to keep track of everybody who gave them a buck.

Tim Michels, 7038 Cornell Avenue, University City, MO

Mr. Michels expressed his deep gratitude and thanks to every member of this Council for doing a job that he certainly would not want to do. First of all, he would like to say that he has tried to live his life on the principle of thinking globally, but acting locally. With regard to the Resolution before Council, the global context begs a Citizen's United Supreme Court decision on campaign funding, which personally, he thinks has been one of the most devastating developments in the history of our representative democracy.

But in his opinion, candidate funding should come solely from the people a candidate purports to represent; the voters. In large measure, this helps to eliminate conflicts of interest, as well as undue and often, unknown influences from outside parties. Mr. Michels stated he just does not want his candidate to be directly beholding to a PAC.

In the long-run, we need to find ways to reign-in the money in politics because what he sees is a lot of asymmetrical funding. And when that occurs, the voice of the voting constituents cannot be heard. The idea that money is free speech effectively relegates us individuals to the dustbin, and would argue constitutionally, that citizens suffer from unequal representation. He stated he honestly believes that this disenfranchisement is the core reason for low voter turnout in elections. When voices are too strident, we cannot hear each other, and that disables thoughtful and reasonable discourse. But we cannot survive as a community if we cannot respectfully listen to one another. Mr. Michels stated his plea to Council is that this City holds itself to a higher standard than what is currently being accepted globally. Locally, U City can become an agent of positive change, redress the problem of voter disenfranchisement, and become an example of voter empowerment. For that reason, he would respectfully request that Council unanimously amend the Proposed Ordinance to limit contributions to those from direct voters.

Council's Comments

Councilmember Smotherson stated one point he wanted to make clear is that there is no stranglehold. And while the Mayor may not be slinging mud on any one person, she has definitely muddied the waters. The reality is that this Resolution was dead upon arrival, and thinks the authors knew very well that it would be. Dead, based on the 160-page Bashkin/ Logan report. Dead, based on the Mayor's weekly newsletters. Dead, based on the misleading statements about potential decisions that have not been made, and potential conflicts of interest that do not exist.

Some of you addressed the fact that you would like to see Council and this City move forward, and your hope had been that this Resolution would accomplish that feat.

But unfortunately, this Resolution addresses the past, because what it says is, *"For any and all votes that involve an organization, business, or an individual who has contributed to a Councilmember's previous or current campaigns for City Council that member will be required to recuse him or herself from such votes and pertinent arguments."*

Councilmember Smotherson stated the pendulum has already swung back and this year's election will probably be one of the most inexpensive campaigns this City has seen in a long time. The issues of large campaign contributions and nasty campaigns have, and will be moot; a matter of no importance after April 3rd.

But make no mistake, there was a reason behind the 2014 campaign contributions, and that reason is akin to the reasons for Proposition H; the recall petitions; the failure of Prop P, and the failure of Prop S. He stated his belief has always been that living by example and practicing what you preach, were sound principles, but the authors of this Resolution have not done that. Yet, they expected this Council, as well as future Councils, to live by something they had no intention of being a part of. His prediction is that this issue will simply become ammunition for the Mayor's next seven weeks of newsletters.

But to end on a positive note, he would like everyone to be encouraged by the fact that this Council, and this City, are in good hands. Over the past year, Councilmembers Carr, McMahon, Crow, and himself, have acted with immediate and positive responses that have demonstrated tranquility rather than chaos. And now, with the new City Manager and Clerk in place, the future looks bright for U City.

Councilmember Smotherson stated he is also confident that if at given point in time, this Council or a future Council feels that campaign contributions and finances need to be reviewed, they will do so by adopting a Resolution that not only makes sense, but every member will be willing to live by and serve under.

Councilmember Crow thanked everyone for their attendance, comments, and practical ideas presented at tonight's meeting. He stated he does think that in spite of the many comments in opposition to this Resolution, it's important for everyone to understand that this was not a drop-kick for anyone. Although it has been interesting to hear comments about the need to follow the spirit of this Resolution, members of this Council must follow what has actually been placed before them. And this is the worst Resolution he has seen drafted in ten years. It would never stand up in court. And it's also clear, that it was prepared by only one member of this Council and put forth as a red herring. Because there is no one in this room who has come forth with a specific example demonstrating where any member of this Council has been influenced by campaign donations.

Now perhaps, there are some who think the citizens of U City lost confidence after these contributions were made. But his belief is that citizens lost confidence after 200 people filled this chamber and said don't you dare outsource our EMS, and it was outsourced in spite of their pleas.

Councilmember Crow stated another major contention with this Resolution is that it provides no definition of in-kind. So it simply makes no sense to move forward with this Resolution as it has been written, and it is truly at the height of hypocrisy to propose legislation that will never be applied to you. He stated that if campaign finances were really so important and were impacting the credibility of this government, why were there no study sessions or public hearings in order to gain an understanding of what residents were concerned about? Nevertheless, if there are residents interested in conducting a public hearing on this topic he would be more than happy to either host or participate in them.

He stated he would agree with Mr. Michel's comment that on a global basis campaign finances are a big deal that everyone is concerned about. And now that this topic has been interjected into U City, he is willing to do the necessary legwork to put together a citizen's task force who can report their findings back to the members of Council that will be bound by any subsequent legislation.

But at this point, he would like to make a motion to indefinitely postpone Resolution 2018-2; it was seconded by Councilmember Smotherson.

Councilmember Glickert stated some very good points have been brought up about reasonableness and the fact that this Resolution may not have been very well thought out. But the truth is, that even if he had presented this to some of his colleagues in the past, it still would not have gone anywhere. So his only question is whether a timeline for the tabling of this Resolution had been established?

Councilmember Crow stated his motion was to postpone this Resolution indefinitely and thereafter, be willing to work with his colleagues to put together a task force appointed by the members of Council who will be bound by any subsequent legislation.

Mayor Welsch asked Councilmember Crow if that was the gist of his full motion? Councilmember stated the only motion he had made was to postpone Resolution 2018- 2 indefinitely.

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Crow, Councilmember Smotherson and Councilmember Carr.

Nays: Councilmember Glickert, Councilmember Jennings, and Mayor Welsch.

BILLS

Introduced by Councilmember Smotherson

1. **BILL 9350**—AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (7000 Kingsbury) Bill Number 9350 was read for the first time.

Introduced by Councilmember McMahon

2. **BILL 9351** – AN ORDINANCE AMENDING CHAPTER 400, ARTICLE VII, SECTION 400.2010 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO THE ZONING CODE, OFF-STREET PARKING AND LOADING REQUIREMENTS, LOCATION OF PARKING AREAS. Bill Number 9351 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
Mayor Welsch announced the appointments that were needed.
2. Council liaison reports on Boards and Commissions
Councilmember Carr stated the Stormwater Task Force is well into their inventory and have distributed surveys in order to obtain feedback from residents who have experienced problems with flooding. Surveys results can either be mailed, phoned-in or completed online at surveymonkey.com

Mayor Welsch asked Councilmember Carr if she would provide information about the survey to Mr. Rose to share with the rest of Council? Councilmember Carr agreed to do so.

3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business

O. CITIZEN PARTICIPATION (continued if needed)

Mayor Welsch stated Ms. Jan Adams, of 7150 Cambridge Avenue, asked that her comments be read and placed into the record. *"The Federal Government is now focused on individual Congressmen who have used taxpayer funds to settle personal lawsuits. Congress is in the process of debating legislation to compel those Congressmen to reimburse the Government for those settlements. I call upon the members of this Council who have also used taxpayer funds to settle their personal defamation claims, to reimburse U City taxpayers for their misappropriation.*

I am aware that our City Attorney has taken a victory lap for what he claims is a defeat of the Petition for Injunction and Declaratory Judgment that I filed in December of 2016. However, he knows, and you should know, that even though Mr. Mulligan drafted a Proposed Order to Dismiss my claim with prejudice, the Judge on her own initiative struck out his proposed language and entered the Order without prejudice. She rightfully explained that I may be able to obtain evidence to prove my claim, but at the time I did not yet have that proof. The without prejudice language means I have one year to file a Motion to Reopen the case. My deadline to file that motion is in early March.

During the initial arguments in my case, the Judge stated that there is no question that Steve McMahon was not an elected official at the time of the alleged defamation, and clearly cannot use taxpayer funds for either his defense or any payment of a settlement or verdict. She said that she could not yet opine as to whether the three Councilmembers were acting ultra-vires.

In conclusion, she stated that she was sure that the City Attorney and the other lawyers present at the hearing knew the law and would inform their clients of the law and that their clients would not violate the law. She assumed too much.

I have now obtained the various documents related to the \$150,000 Walker settlement, and the approximately \$100,000 attorney fees. And clearly, our City Attorney and the lawyers for the four Councilmembers either did not know the law or did not convey the law to their clients, or the four Councilmembers knowingly violated the law. Again, I call upon the four Councilmembers to reimburse U City taxpayers now, in order to avoid the expense of further litigation. You have less than 30 days to make the right choice."

Yvette Liebesman, 7570 Cornell, University City, MO

Ms. Liebesman stated she is all for every member of this Council reimbursing the City for any sexual assault judgments that are made against them in settlements. That is what Congress is for, and something Ms. Adams has misrepresented in her statement. Nothing mentioned in her statement has anything to do with the Congressional action.

P. COUNCIL COMMENTS

Councilmember Smotherson stated since this is Black History Month and the City has taken an historic step, he would like to congratulate Ms. LaRette Reese for being the first African-American City Clerk in U City.

Councilmember Crow stated that in closing, he would like to emphasize the sincerity of his offer to work on creating a citizen's task force on campaign finance reform, and would welcome the input of his colleagues, City staff, and the City Attorney.

Councilmember Carr stated she would like to inform everyone that she paid for her own defense when she was sued personally and has never used City money to defend herself, in a personal capacity.

She stated this will probably be the last time she mentions this, but 2014 was not about the firefighters. 2014 was about keeping a candidate; Jeff Hales, off the ballot. People were furious and that's what caused them to dig into their pockets and make sure he could get back on the ballot; which cost him almost \$20,000. She stated her hope, is that this never happens again, and with her colleagues sitting here on the dais, she has every confidence that it never will.

Councilmember Carr stated she cannot speak for the Firefighter's Union, but she has never taken a dime from them. In fact, she begged the Mayor back in 2010 not to take the money she had received because at that time it was illegal for them to participate in elections.

Councilmember McMahon thanked everybody that came out tonight. He stated what keeps coming up are questions about his motives, but when people call and ask him for help, he does not ask if they donated to his campaign or even if they voted for him, he simply does what he can to help them.

So to insinuate that he does not take this job seriously is unwarranted because his only motive with respect to this Resolution was to have a discussion. And he is willing to work with Councilmember Crow or anyone else, to keep that discussion going because it is important. So if someone interpreted his questions as having levity, perhaps, he's just not a very good comedian.

Councilmember McMahon stated he lives never the golf course which is one of the locations Gateway's ambulances are supposed to be stationed. When he left his home Saturday morning there was no ambulance at the golf course; no ambulance at Heman Park, and no ambulance at Cicero's.

Later that same day; no ambulances at the golf course, Heman Park or Cicero's. Where were they and how do we know that we are getting what we were promised? If we have to assign someone to watch them day in and day out, just to make sure they are adhering to their contract, then we also need to calculate the expense associated with performing that task. He stated that judging Gateway's performance is not a conflict of interest, it's watching out for the residents whose dollars are being used to pay them.

Q. ADJOURNMENT

Mayor Welsch thanked everyone for their attendance and adjourned the City Council meeting at 9:23 p.m.

LaRette Reese
City Clerk

2.12.2018

As some of you may remember, at the last Council meeting, a member of this Council asked why, if I felt the report provided to us by Dr. James Bashkin and Mr. Logan on January 8th was so important, I had not introduced a resolution related to it on January 22nd. And I said that Mr. Glickert and I were working on one. I am happy that Councilmember Glickert and I were able to introduce this resolution tonight.

This resolution's intent is really simple – to bring campaign donations under the umbrella, so to speak, of the Disclosure of Conflicts of Interests section of the Municipal Code, Section 110.040.

The Declaration of Policy in our Municipal Code is as follows:

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

When this section of the Code was adopted – I believe back in 2007 – the narrow focus was on “personal and financial gain” as detailed in Missouri State Statute 105.450, for instance working for a company that does business with the municipality, or having a family member that does so.

I am in support of this resolution because I believe that current focus is too narrow, that in these times of big money trying to buy influence on the national, statewide, regional and local levels, that this scope should be expanded. We also need to be concerned about how donations to political campaigns that are designed to put a person into an office that can pass legislation and approve contracts, could also benefit those same donors.

The residents of this community need to know that their elected officials are working solely for the benefit of our community. Period. Just as businesses, and universities, and organizations around the country have strong conflict of interest rules for their employees – University City should strengthen ours so that we can lead the way in the St. Louis region in bringing true transparency to the electoral process.

I have spoken to residents who believe there should be public financing of all campaigns – that no outside donations should be allowed. We all received an e-mail from another who believes that donations should be restricted to coming from people who live in the area from which the candidate will be elected.

This resolution does not go to that extent.

This resolution ensures that candidates for public office in University City file their campaign finance reports with the Missouri Ethics Commission vs the St. Louis County Board of Elections, so that they can be found and reviewed **on-line**, easily, by the residents of this community.

It says that financial and in-kind donations to campaigns be limited to \$500 per donor per campaign – a level that matches the \$500 transaction level mentioned in our City code.

It states that candidates will not accept donations from those individuals and organizations that they know do business with the City of University City, and recuse themselves from any discussion or votes related to individuals or organizations who provided campaign donations in previous campaigns.

As those of you who read the report know, Bashkin/Logan focused its attention on donations from both the firefighters' union and two U City businessmen.

One of the comments I have been sent, which was posted on social media by opponents of this resolution, stated that I am supporting this resolution to "tie the hands of the next Council". This resolution will not tie the hands of the next Council relative to the two issues mentioned by Bashkin and Logan – outsourcing of EMS and the future of parking lot #4.

On the question of EMS, Councilmembers Crow and Carr took no money from the firefighters. There will be three new Councilmembers on the next Council – and if at least two of them took no money from the firefighters, there would be a majority that could discuss and vote on that issue.

Same with the parking lot. Mr. Crow did not take money from the two U City businessmen mentioned. If the three new Councilmembers have not done so either, there would be a majority to vote on that issue, should it come up.

I truly believe the four points in the resolution will ensure better governance for the people of University City.

These should be included in our Municipal Code either as an expansion of the current disclosure of conflicts of interest section, or as a separate section on campaign financing and Council involvement in votes.

A side benefit of this resolution would, I hope, be to bring the cost of political campaigns back to earth in University City, so that more people will consider running for office. Right now, too many are discouraged by the amount of money they know they will have to raise.

This report has prompted me to look back at my four campaigns for public office. Most of my donors were small donors, but some were not, and I would have had to refuse those larger donations – cash and in-kind – if the terms of this resolution had been in effect. My campaigns would have been different, but we would all have been on the same playing field.

Mr. Glickert and I are introducing this resolution because it is in the best interest of the taxpayers of the City of University City. This community has led in the past on many other issues – like curbside recycling, and outlawing housing discrimination, and home inspections, and an occupancy permit system, to name a few. I ask my Council colleagues for their support of this resolution, and lead the way for a better, more transparent campaign finance environment in the St. Louis region.

We all want government by the people and for the people. I believe this resolution will help our democracy here in University City.

I ask the City Clerk to include my complete comments in the record.

In the news...

This afternoon, KWMU reported that the St. Louis County Council is likely to take up a discussion of campaign finance limits very soon.

Kansas City and St. Louis already have limits in place.

Thirty nine states have limits on campaign contributions.

Last Friday, a woman in West Virginia was hauled out of a state house chamber when she sought to put into the record the donations the coal and energy industry had made to that elected body.

The State of Virginia discussing the energy monopoly in that state, a discussion that had been tied to discussion of those companies' campaign contributions.

During the 2016 election, campaign donations were discussed widely – especially by Senator Bernie Sanders and his supporters.

This is an idea whose time has already arrived...University City should be a leader on this.

CITIZEN COMMENTS - FEBRUARY 12, 2018

The Federal government is now focused on individual Congressmen who have used taxpayer funds to settle personal lawsuits. Congress is in the process of debating legislation to compel those Congressmen to reimburse the government for those settlements. I call upon the members of this Council, who have also used taxpayer funds to settle their personal defamation claims, to reimburse UCity taxpayers for their misappropriation.

I am aware that our City Attorney has taken a victory lap for what he claims is a defeat of the Petition for Injunction and Declaratory Judgment that I filed in December, 2016. However, he knows, and you should know, that even though Mr. Mulligan drafted a proposed Order to dismiss my claim "with prejudice", the Judge, on her own initiative, struck out his proposed language and entered the order "without prejudice". She rightfully explained that I may be able to obtain evidence to prove my claim, but at the time I did not yet have that proof. The "without prejudice" language means that I have one year to file a motion to re-open the case. My deadline to file that Motion is in early March.

During the initial arguments in my case, the Judge stated that there is **NO QUESTION** that Steve McMahon was not an elected official at the time of the alleged defamation and "clearly" cannot use taxpayer funds for either his defense or ANY payment of a settlement or verdict. She said that she could not yet opine as to whether the three Council members were acting ultra vires. In conclusion, she stated that she was sure that the City Attorney and the other lawyers present at the hearing "knew the law and would inform their clients of the law and that their clients would not violate the law". She assumed too much.

I have now obtained the various documents related to the \$150,000 Walker settlement and the approximately \$100,000 attorney fees and clearly our City Attorney and the lawyers for the four Council members either did not know the law, or did not convey the law to their clients, or the four Council members knowingly violated the law.

Again, I call upon the four Council members to reimburse UCity taxpayers now in order to avoid the expense of further litigation. You have less than 30 days to make the right choice.

Respectfully submitted,

Jan Adams, 7150 Cambridge Ave.

I would like to take this opportunity to express my desires for our society at large and the University City community regarding the proposed ordinance on local campaign financing.

First of all, I truly subscribe to the admonition: "Think Globally, Act Locally".

With regard to the proposed ordinance before City Council, those that know me have likely heard me express my opinion on the Citizens United supreme court decision on campaign funding as a devastating development in the history of our representative democracy. Even prior to that, folks may have heard me wistfully suggest that we should fund an initiative petition in the State of Missouri that states "if you can't vote for a candidate, you cannot contribute to the candidate's campaign". I think that candidate funding should be solely from the people the candidate purports to represent. This eliminates undue and often unknown influence from outside parties. Outside parties can still be heard through sponsoring "education" efforts – hopefully not associated with a candidate, as current PAC type rules require. I just don't want my candidate beholdng to them directly.

At one, local UCity campaign rally for Senator McCaskill, at which I was a contributor, I was saddened and very dismayed, when approximately 5 minutes after arriving (I had written a check half an hour before she arrived and no chance to talk with her), she excused herself because she had to go to Iowa to get a "large" check from a contributor there. This is what is wrong with the system. Who was this "person" and what was their agenda? There was no easy way for me to know this. I don't completely fault the Senator, her survival in the system requires her to spend too much time fund raising. But, unfortunately, I did resent being relegated to "not important enough" a "constituent" – she now has a more important constituent that was not a voter for her, whom she should not particularly represent. We need to get the money out of politics.

When there is asymmetrical funding in politics, the voice of actual voting constituents cannot be heard. The idea that "money is free speech" effectively relegates us individuals to the dust bin. We are shouted down by overwhelming funding and, I would argue, constitutionally, we have "unequal representation" – effectively a second-class status, which I hope becomes the countervailing arguments for Citizens United. I honestly believe that this disenfranchisement is the core reason that there is such low voter turnout in elections. We feel the system is rigged and our voices (votes) don't matter. This erodes our system of governance.

The problem is, that when voices are too loud and strident, we cannot hear each other. This disables thoughtful, reasonable discourse, engenders equally loud responses and we only exacerbate the situation and it results in us not listening, because others are, apparently, not trying to listen to us (and/or vice versa). This rips apart the fabric of society; we cannot survive as a *community* if we cannot respectfully listen to one another. There is effectively eliminates the beneficial processes of "thesis, antithesis, and synthesis" that fully integrates the diversity of opinions and the greater wisdom of the whole community. When funding of a candidate is local and small, and only from voters, the candidate, perforce, is required to listen and amend positions to properly represent the majority opinion – or they risk not getting enough votes.

My plea to council is that we hold ourselves to a higher standard than what is currently "globally" accepted. "Locally" we can become an agent of positive change, redress the problem of voter disenfranchisement, and become an example of voter empowerment leading to more community education on issues, greater individual involvement in issues, and improved governance. People will learn to listen to one another and develop mutual respect as they see that their combined efforts yield more robust solutions to problems. U City can become a beacon of reason in these politically fraught times. Let's give West End Word something to write about!

I respectfully request that the Council unanimously amend the proposed ordinance to limit contributions to those from direct voters. E.g., if elections are Ward specific, only voters in that ward can contribute. This would put us on a path that truly makes U City voters empowered and key to our local political processes. Our local example may inspire global changes. Since I am an optimist, I believe this. I believe in all of us together!

Thanks for listening. I am already looking forward to our future discussions.

Tim Michels, 7038 Cornell Avenue, Ward 2, University City Missouri, 63130, February 9, 2018

City Council

2/12/18

1. Vote against Resolution on Campaign Funding
instead,

2. Why NOT introduce a ^{ordinance} ~~Resolution~~ For a
City Audit. - 1 for Finance

3. Remove the Word Neighborhood To the
World until it can have true meaning
How can we be a Neighborhood To the World
(Some we don't know) when our Neighbors
within our own Community or Treat
worse than the Tourist that threaten
to kill all of you.

If you Really want a Friend Reachout to
your Neighbor's in The 3rd Ward, ^{for those} North East
of you.

Ordinance - To Finance ^{Finance's} Misc of All Departments

**UNIVERSITY CITY COUNCIL
STUDY SESSION
5th Floor of City Hall
6801 Delmar
February 12, 2018
5:30 p.m.**

MEETING CALLED TO ORDER

The City Council Study Session was held in Council Chambers on the fifth floor of City Hall, on Monday, February 12, 2018. Mayor Welsch called the Study Session to order at 5:30 p.m. In addition, the following members of Council were present:

Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Terry Crow
Councilmember Michael Glickert
Councilmember Bwayne Smotherson

Also in attendance was City Manager, Gregory Rose; City Attorney, John F. Mulligan, Jr.

Hearing no requests to amend the Agenda, Mayor Welsch proceeded to turn the meeting over to Mr. Rose for discussion around the Legislative Platform. Mayor Welsch reminded Council that if time permits she would ask for a vote to go into closed session on legal.

AGENDA

(Requested by City Manager)

1. Legislative Platform

Mr. Rose stated that the work session was being conducted to evaluate the draft legislative platform. The purpose of the platform is to enable Council the opportunity to provide staff with direction on a variety of legislative issues that would come before the state or federal delegations. Mr. Rose stated his goal is to determine whether Council is in agreement with the draft as presented or if you want information added or removed.

2018 State Legislative Highlights:

I. Revenues:

The recommendation is to oppose any legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.

Recommendation to remove bullet point number two, which is support legislation that protects or enhances the City's ability to collect construction sales tax at the site of construction sales taxes. This is not needed; it is consistent with simply opposing any legislation that would the City's revenues. The construction sales taxes are the sales taxes you receive when a home is built.

II. Governance:

The recommendation is to oppose legislation that would erode local control; anything that would reduce or take away the City’s local authority, we would oppose.

III. Quality Services:

Recommend supporting any legislation that enables staff to provide a higher level of services to our citizens. This could include economic development tools that may not exist today. Or contrary to that, if they try to weaken the TIFF laws, we would be in opposition to that. Again, anything that would take away Councils local authority would be opposed.

IV. Infrastructure:

Mr. Rose stated that it is his intend to pursue a TIGER Grant application with the federal government. Along with that, partnerships with the state and perhaps with the county are needed. He is recommending support legislation that improves transportation and utilities oversight. Any legislation that would reduce a program such as the TIGER Grant at the federal level or reduce funding for infrastructure at the state level would be opposed. We would be in support of anything that would increase those levels.

V. 2018 Federal Legislative Platform

The City will seek federal funding for transportation infrastructure projects. That would include a TIGER Grant or other similar transportation program.

The City would advocate with the Federal Environmental Protection Agency on the issues that would negatively impact the City of University City. We are currently having some challenges today with MSD. Legislation that protects the environment is good. We would be supportive of that as long as it did not negatively impact the City or erode local control.

The City will seek legislation to distribute a portion of Bureau of Land Management (BLM) land sales proceeds so long as not to impacted municipalities.

Staff Requested Legislative Activity:

Mr. Rose will seek authorization to pursue a TIGER Grant at the federal level for Olive Blvd. He believes the process can be started this fiscal year, by simply updating our Federal delegation as to what our general plans are for Olive Blvd. Normally it takes a substantial amount of time to receive these grants, so if starting updating our state and federal delegation, we will be better off.

The Police department would be supportive of legislation that enhances law enforcement, while protecting taxpayers and maintaining local authority.

Mr. Rose stated that his intent is to develop an overarching legislative program for the City; this is the first step. By identifying the legislative platform which simply provides the delegation and staff with what Council’s position is on further legislation.

Next Steps:

Include the Legislation Platform on the February 26th Council agenda for your consideration.

(Requested by the City Manager)

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

Councilmember Glickert moved to approve, it was seconded by Councilmember Carr

Roll Call Vote Was:

Ayes: Councilmember Carr, Councilmember McMahon, Councilmember Crow, Councilmember Glickert, Councilmember Smotherson and Mayor Welsch.

Nays: None.

Councilmember Jennings was not present at the meeting

ADJOURNMENT

Mayor Shelley Welsch closed the study session meeting at 5:42 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 6:31 p.m.

LaRette Reese
City Clerk

**City of University City 2018 Legislative Platform
Requesting Council Approval**

This 2018 Legislative Platform reflects Council's legislative positions and priorities on current or anticipated legislative action at both the state and federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

2018 State Legislative Platform

I. REVENUE AND FINANCE

- A. The City will oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections.
- Oppose legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.
 - Support legislation that protects or enhances the City's ability to collect construction sales tax at the site of construction and oppose legislation that does not.
 - Support legislation that proposes to have cities and towns share in use tax as an offset to any construction sales tax decreases.
- B. The City will protect its ability to collect and use property taxes in order to properly manage the operations of the City and to manage growth.
- C. The City will support limited legislative corrective action to Development Impact Fee (DIF) law if the corrective action benefits the City's interest and oppose legislation that does not.

II. GOVERNANCE

- A. The City will oppose legislation that reduces the City's local authority and support legislation that strengthens or increases local control.
- Oppose legislation that creates unfunded mandates and burdensome regulations.
 - Oppose legislation that imposes personal liability on Council members for actions taken as part of their official duty, and oppose legislation that increases City liability or requires the City to take on additional indemnity.

III. QUALITY SERVICES

- A. The City will support legislation that enhances or incentivizes economic development within the City and oppose legislation that weakens economic development tools.
 - Support legislation that provides alternative financing tools in order to bring economic investments to the City.
 - Support legislation that leverages tax laws in order to bring economic investments to the City.

- B. The City will support legislation that enhances public safety and protection from criminal activity, and oppose any legislation that needlessly reduces public safety or compromises the City's ability to provide public safety and to protect property utilizing its own local authority.

- C. The City will support efforts to increase the ability to provide additional quality parks, recreation and library services and oppose efforts to limit the ability to fund community services.
 - Support legislation that allows additional options to participate in cost sharing and to finance municipal recreational infrastructure.
 - Support all aspects of Community Development Block Grants (CDBG).

- D. The City will support legislation that advances responsive and high quality health and human service practices and delivery to people living in and around University City, and oppose legislation that negatively impacts these services.
 - Support legislation that brings additional services and cost effective resources to our senior and veteran population.
 - Support legislation that increases health care access to the City's residents.

IV. INFRASTRUCTURE

- A. The City will support legislation that advances the planning, design and completion of transportation infrastructure and oppose legislation that will hinder completion of transportation infrastructure.
 - Support legislation that creates additional funding options or revenue sources for transportation infrastructure including private-public partnerships and new revenue streams.
 - Support legislation that reduces or repeals unnecessary or redundant regulatory requirements.

- B. The City will support legislation that enhances the City's ability to provide or oversee safe and affordable utility services while protecting the health, safety, and public

welfare of the people within the City, and oppose any legislation that needlessly reduces the safety and affordability of utilities or compromises the City’s oversight authority.

V. 2017 FEDERAL LEGISLATIVE PLATFORM

- A. The City will seek federal funding for transportation infrastructure projects.
- B. The City will advocate for continued federal support of the TIGER Grant or similar transportation program.
- C. The City will advocate with the Federal Environmental Protection Agency on issues negatively impacting the City of University City.

VI. STAFF REQUESTED LEGISLATIVE ACTIVITY

Activity	Requesting Department
Support legislation that improves health, wellness, literacy and information access.	City Manager’s Office
Support legislation that enhances the efficiency and effectiveness of law enforcement, while protecting taxpayers and maintaining local authority. <ul style="list-style-type: none"> • Prioritize resources to combat Violent Crime • Federal Sentencing Reform and Reducing Unnecessary Incarceration 	Police

**City of University City 2018 Legislative Platform
Requesting Council Approval**

This 2018 Legislative Platform reflects Council's legislative positions and priorities on current or anticipated legislative action at both the state and federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

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B. The City will support legislation that enhances the City’s ability to provide or oversee safe and affordable utility services while protecting the health, safety, and public welfare of the people within the City, and oppose any legislation that needlessly reduces the safety and affordability of utilities or compromises the City’s oversight authority.

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- A. The City will seek federal funding for transportation infrastructure projects.
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Support legislation that enhances the efficiency and effectiveness of law enforcement, while protecting taxpayers and maintaining local authority. <ul style="list-style-type: none"> • Prioritize resources to combat Violent Crime • Federal Sentencing Reform and Reducing Unnecessary Incarceration 	Police



Council Agenda Item Cover

MEETING DATE: 02/26/2018
AGENDA ITEM TITLE: 2018 Tire Purchase Agreement
AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: Invitations for bids were solicited for replacement tires and tire services for calendar year 2018. Five vendors responded.

The bid results are as follows:

BID RESULTS:

Company	Tires/Services
Froesel Tire	\$3,062.00
Pomp's Tire	\$2,900.81
MFR Bid #1	\$3,193.89
MFR Bid #2	\$3,414.86
Statewide Tire Bid #1	\$3,053.31
Statewide Tire Bid #2	\$3,547.63

Whenever possible, tires will be purchased using the Missouri State Cooperative Tire Purchasing Contract. The primary focus of this bid was to determine the lowest cost for tire refurbishment and repair. A bid from a fifth vendor, Firestone of Ft Leonard Wood, MO, was considered as unresponsive as they did not bid on any tire services.

RECOMMENDATION:

City Manager recommends that the contract be awarded to Pomp's Tire. Pomp's Tire has the lowest combined price for heavy truck tire and tire services.

ATTACHMENTS:

- 1) Bid Forms
- 2) Bid Tabulation and Evaluation

71 Froese

TIRE BID FORM

To: The City of University City

The following bid is being submitted in response to your Invitation to Bid dated January 11, 2018.

<u>UNIT DESCRIPTION</u>	<u>PER UNIT</u>
P235/55R17 (Police pursuit V speed rated only)	\$ <u>111.70</u>
11R22.5 All-Position, cut resistant, Waste/Sanitation.	\$ <u>248.00</u>
11R24.5 All-Position, cut resistant, Waste/Sanitation	\$ <u>358.00</u>
315/80R22.5 All-Position, cut resistant, Waste/Sanitation	\$ <u>433.00</u>

Can you provide tires from the Missouri State Tire Purchasing Contract? YES NO

TIRE SERVICES AND SUPPLIES:

Total cost for waste hauler lug retread (recap only)

• 11R22.5	BDX or equivalent	<u>143.00</u>
	BDM or equivalent	<u>139.00</u>
• 11R24.5	BDX or equivalent	<u>148.00</u>
	BDM or equivalent	<u>145.00</u>
• 315/80R22.5	BDX or equivalent	<u>154.00</u>
	BDM or equivalent	<u>154.00</u>

Total cost for waste hauler lug retread (cap and casing)

• 11R22.5	<u>199.00</u>
• 11R24.5	<u>205.00</u>
• 315/80R22.5	<u>215.00</u>

Maximum turnaround time for refurbished tires (in days) 5-7 DAYS

7r Froesel

Cost to mount & dismount heavy truck tire	(on vehicle)	<u>10.00</u>
	(off vehicle)	<u>15.00</u>
Cost of refurbished powder-coated heavy truck wheel		<u>37.50</u>
Cost of valve stems for heavy truck wheels		<u>2.50</u>
Cost of heavy truck tire flat repair (off vehicle)		<u>15.00</u>
Cost of section repair of heavy truck tire		<u>35.00</u>
Cost of scheduled service calls to our facility		<u>50.00</u>
Cost of emergency road service calls		<u>75.00</u>
Cost of overtime charges		<u>170.00</u>
What days/hours do these charges apply?		M-F 4:00PM - 7:00AM ALL DAY SATURDAY ALL DAY SUNDAY
Cost for tire disposal: Specify minimum pick up	(10)	
• Passenger car		<u>2.25</u>
• Light truck		<u>3.25</u>
• Heavy truck		<u>5.50</u>

EXCEPTIONS: _____

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED _____ WOMAN OWNED _____
Minorities and females in work force assigned to carry out this contract: 40%

ITEM BID IS UNITED STATES MANUFACTURED, ASSEMBLED AND PRODUCED: YES NO _____
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES NO _____

1-10-2018
DATE

Froesel Tire
COMPANY

30 Days Net 10
TERMS

9273 Manchester Rd.
ADDRESS

38-3751012
FEDERAL TAX I.D. NUMBER

ST. LOUIS MO. 63144
CITY/STATE/ZIP CODE

314-962-2422. office
TELEPHONE

Thomas M. Parnell Sales Rep
SIGNATURE AND TITLE

314-605-3847. cell

6

The following bid is being submitted in response to your Invitation to Bid dated January 11, 2018.

UNIT	DESCRIPTION	PER UNIT
P235/55R17 (Police pursuit V speed rated only)		\$ <u>108.54</u> FIRESTONE FIRE HAWK PURSUIT
11R22.5 All-Position, cut resistant, Waste/Sanitation		\$ <u>331.02</u> HANKOOK AM06
11R24.5 All-Position, cut resistant, Waste/Sanitation		\$ <u>358.94</u> HANKOOK AM04
315/80R22.5 All-Position, cut resistant, Waste/Sanitation		\$ <u>395.35</u> HANKOOK AM09

Can you provide tires from the Missouri State Tire Purchasing Contract? YES NO

TIRE SERVICES AND SUPPLIES:

Total cost for waste hauler lug retread (recap only)

• 11R22.5	BDX or equivalent	<u>\$127.00</u>
	BDX or equivalent	<u>\$127.00</u>
• 11R24.5	BDX or equivalent	<u>\$133.00</u>
	BDX or equivalent	<u>\$133.00</u>
• 315/80R22.5	BDX or equivalent	<u>\$149.00</u>
	BDX or equivalent	<u>\$149.00</u>

Total cost for waste hauler lug retread (cap and casing)

• 11R22.5	<u>\$202.00</u>
• 11R24.5	<u>\$208.00</u>
• 315/80R22.5	<u>\$224.00</u>

Maximum turnaround time for refurbished tires (in days) 7

P
 COST TO MOUNT & DISMOUNT HEAVY TRUCK TIRE (ON VEHICLE) \$ 15.00
 POMP'S TIRE (OFF VEHICLE) \$ 15.00
 Cost of refurbished powder-coated heavy truck wheel \$ 30.00
 Cost of valve stems for heavy truck wheels \$ 3.50
 Cost of heavy truck tire flat repair (off vehicle) \$ 15.00
 Cost of section repair of heavy truck tire \$ 35.00
 Cost of scheduled service calls to our facility \$ 50.00
 Cost of emergency road service calls \$ 85.00
 Cost of overtime charges \$ 100.00

What days/hours do these charges apply? M-F AFTER 4:30PM & WKNDS & HOLIDAYS

Cost for tire disposal: Specify minimum pick up

- Passenger car \$ 3.00
- Light truck \$ 4.00
- Heavy truck \$ 8.00

EXCEPTIONS: _____

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___
 Minorities and females in work force assigned to carry out this contract: ___ %

ITEM BID IS UNITED STATES MANUFACTURED, ASSEMBLED AND PRODUCED: YES ___ NO ___
 If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES ___ NO ___

1-9-18 POMP'S TIRE / FORMERLY CROSS MIDWEST TIRE
 DATE COMPANY
DUE BY THE 10th 13931 ST CHARLES ROCK ROAD
 TERMS ADDRESS
34-0253240 BRIDGETON, MD 63044
 FEDERAL TAX I.D. NUMBER CITY/STATE/ZIP CODE

MZR Bid #1

TIRE BID FORM

To: The City of University City

The following bid is being submitted in response to your Invitation to Bid dated January 11, 2018.

<u>UNIT DESCRIPTION</u>	<u>PER UNIT</u>
P235/55R17 Firestone PVS (Police pursuit v speed rated only)	\$ <u>117.95</u>
11R22.5 Firestone FS820 All-Position, cut resistant, Waste/Sanitation	\$ <u>359.03</u>
11R24.5 Firestone FS820 All-Position, cut resistant, Waste/Sanitation	\$ <u>383.03</u>
315/80R22.5 Firestone FS820 All-Position, cut resistant, Waste/Sanitation	\$ <u>481.75</u>

Can you provide tires from the Missouri State Tire Purchasing Contract? YES NO

TIRE SERVICES AND SUPPLIES:

Total cost for waste hauler lug retread (recap only)

• 11R22.5	BDX or equivalent	<u>\$119.74</u>
	BDM or equivalent	<u>\$166.00</u>
• 11R24.5	BDX or equivalent	<u>\$129.27</u>
	BDM or equivalent	<u>\$172.00</u>
• 315/80R22.5	BDX or equivalent	<u>\$140.00</u>
	BDM or equivalent	<u>\$231.31</u>

Total cost for waste hauler lug retread (cap and casing)

	<u>BDX</u>	<u>BDM</u>
• 11R22.5	<u>\$199.74</u>	<u>\$246.00</u>
• 11R24.5	<u>\$194.27</u>	<u>\$237.00</u>
• 315/80R22.5	<u>\$230.00</u>	<u>\$321.31</u>

Maximum turnaround time for refurbished tires (in days) 7 days

MFR Bid # 1

Cost to mount & dismount heavy truck tire	(on vehicle)	<u>\$24.50</u>
	(off vehicle)	<u>\$15.00</u>
Cost of refurbished powder-coated heavy truck wheel		<u>\$24.50</u>
Cost of valve stems for heavy truck wheels		<u>\$ 3.00</u>
Cost of heavy truck tire flat repair (off vehicle)		<u>\$30.00</u>
Cost of section repair of heavy truck tire		<u>\$40.75</u>
Cost of scheduled service calls to our facility		<u>\$65.00 Mon-Fri 7:00-4:30</u>
Cost of emergency road service calls		<u>\$80.00</u>
Cost of overtime charges		<u>\$90.00 after 4:30 and Weekends</u>
What days/hours do these charges apply?		<u>7 days</u>
Cost for tire disposal: Specify minimum pick up		
• Passenger car		<u>\$ 3.00</u>
• Light truck		<u>\$ 4.00</u>
• Heavy truck		<u>\$ 8.00</u>

EXCEPTIONS: _____

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___
Minorities and females in work force assigned to carry out this contract: 70 %

ITEM BID IS UNITED STATES MANUFACTURED, ASSEMBLED AND PRODUCED: YES X NO ___
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES X NO ___

January 8, 2018
DATE

Best One Tire and Service MFR's
COMPANY

5475 Brown Ave.
TERMS ADDRESS

43-1609632
FEDERAL TAX I.D. NUMBER

St. Louis, MO 63120
CITY/STATE/ZIP CODE

314-383-7300
TELEPHONE

Matthew M. Kellogg Regional Sales Manager
SIGNATURE AND TITLE

M7R Bid #2

TIRE BID FORM

To: The City of University City

The following bid is being submitted in response to your Invitation to Bid dated January 11, 2018.

<u>UNIT DESCRIPTION</u>	<u>PER UNIT</u>
P235/55R17 Firestone PVS (Police pursuit V speed rated only)	\$ <u>117.95</u>
11R22.5 Yokohama MY507 All-Position, cut resistant, Waste/Sanitation	\$ <u>394.81</u>
11R24.5 Yokohama MY507 All-Position, cut resistant, Waste/Sanitation	\$ <u>419.62</u>
315/80R22.5 Yokohama MY627 All-Position, cut resistant, Waste/Sanitation	\$ <u>450.05</u>

Can you provide tires from the Missouri State Tire Purchasing Contract? X YES NO

TIRE SERVICES AND SUPPLIES:

Total cost for waste hauler lug retread (recap only)

• 11R22.5	BDX or equivalent	<u>\$119.74</u>
	BDM or equivalent	<u>\$166.00</u>
• 11R24.5	BDX or equivalent	<u>\$129.27</u>
	BDM or equivalent	<u>\$172.00</u>
• 315/80R22.5	BDX or equivalent	<u>\$140.00</u>
	BDM or equivalent	<u>\$231.31</u>

Total cost for waste hauler lug retread (cap and casing)

	<u>BDX</u>	<u>BDM</u>
• 11R22.5	<u>\$199.74</u>	<u>\$246.00</u>
• 11R24.5	<u>\$194.27</u>	<u>\$237.00</u>
• 315/80R22.5	<u>\$230.00</u>	<u>\$321.31</u>

Maximum turnaround time for refurbished tires (in days) 7 Days

MFR Bid #2

Cost to mount & dismount heavy truck tire	(on vehicle)	<u>\$24.50</u>
	(off vehicle)	<u>\$15.00</u>
Cost of refurbished powder-coated heavy truck wheel		<u>\$24.50</u>
Cost of valve stems for heavy truck wheels		<u>\$ 3.00</u>
Cost of heavy truck tire flat repair (off vehicle)		<u>\$30.00</u>
Cost of section repair of heavy truck tire		<u>\$40.75</u>
Cost of scheduled service calls to our facility		<u>\$65.00</u>
Cost of emergency road service calls		<u>\$80.00</u>
Cost of overtime charges		<u>\$90.00 after 4:30 and Weekends</u>
What days/hours do these charges apply?		<u>7 Days</u>
Cost for tire disposal: Specify minimum pick up		
• Passenger car		<u>\$ 3.00</u>
• Light truck		<u>\$ 4.00</u>
• Heavy truck		<u>\$ 8.00</u>

EXCEPTIONS: _____

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___
Minorities and females in work force assigned to carry out this contract: 70 %

ITEM BID IS UNITED STATES MANUFACTURED, ASSEMBLED AND PRODUCED: YES X NO ___
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES X NO ___

January 8, 2018
DATE

MFR's Best One Tire and Service
COMPANY

5475 Brown Ave.
TERMS ADDRESS

43-1609632
FEDERAL TAX I.D. NUMBER

St. Louis, MO 63120
CITY/STATE/ZIP CODE

314-383-7300
TELEPHONE

Matthew M. Schlegel, Regional Sales Manager
SIGNATURE AND TITLE

STATEWIDE Bids 1 & 2

TIRE BID FORM

To: The City of University City

The following bid is being submitted in response to your Invitation to Bid dated January 11, 2018.

<u>UNIT DESCRIPTION</u>	<u>PER UNIT</u>	
P235/55R17 (Police pursuit V speed rated only)	\$ 108.54	
Firestone Brand Tires	FS561	FS820
11R22.5 All-Position, cut resistant, Waste/Sanitation	\$ 309.45	\$332.11
11R24.5 All-Position, cut resistant, Waste/Sanitation	\$ 328.27	\$354.31
315/80R22.5 All-Position, cut resistant, Waste/Sanitation	\$	\$445.62

Can you provide tires from the Missouri State Tire Purchasing Contract? X YES NO

TIRE SERVICES AND SUPPLIES:

Total cost for waste hauler lug retread (recap only)

• 11R22.5 BDX or equivalent	\$144.74
BDM or equivalent	\$193.29
• 11R24.5 BDX or equivalent	\$150.27
BDM or equivalent	\$198.99
• 315/80R22.5 BDX or equivalent	\$167.90
BDM or equivalent	\$233.06

Total cost for waste hauler lug retread (cap and casing)

• 11R22.5	\$273.29
• 11R24.5	\$278.99
• 315/80R22.5	\$313.06

Maximum turnaround time for refurbished tires (in days) 7 - 14 days

Statewide Bids 132

Cost to mount & dismount heavy truck tire	(on vehicle)	<u>\$30.00</u>
	(off vehicle)	<u>\$25.00</u>
Cost of refurbished powder-coated heavy truck wheel		<u>\$40.00</u>
Cost of valve stems for heavy truck wheels		<u>\$ 4.00</u>
Cost of heavy truck tire flat repair (off vehicle)		<u>\$35.00</u>
Cost of section repair of heavy truck tire		<u>\$30.00</u>
Cost of scheduled service calls to our facility		<u>\$80.00</u>
Cost of emergency road service calls	M-Fri 7:00am-4:30.....	<u>\$80.00</u>
Cost of overtime charges	After hours.....	<u>\$120.00 per hr</u>
What days/hours do these charges apply?		<u>M-Fri 5:00pm to 7:00 am</u> <u>Sat and Sun all day.</u>
Cost for tire disposal: Specify minimum pick up		
• Passenger car		<u>\$ 4.00</u>
• Light truck		<u>\$ 4.00</u>
• Heavy truck		<u>\$ 10.00</u>

EXCEPTIONS: _____

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___
Minorities and females in work force assigned to carry out this contract: 19 %

ITEM BID IS UNITED STATES MANUFACTURED, ASSEMBLED AND PRODUCED: YES X NO ___
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES X NO ___

January 9, 2018
DATE

Statewide's Best One Tire and Service
COMPANY

2300 S. 3rd Street
TERMS ADDRESS

43-1579241
FEDERAL TAX I.D. NUMBER

St. Louis, MO 63104
CITY/STATE/ZIP CODE

314-865-0800 (office) 573-979-0451 (cell)
TELEPHONE

Brian Krauss, Sales Representative
SIGNATURE AND TITLE

TIRE BID FORM

To: The City of University City

The following bid is being submitted in response to your Invitation to Bid dated January 11, 2018.

<u>UNIT DESCRIPTION</u>	<u>PER UNIT</u>
P235/55R17 (Police pursuit V speed rated only)	\$ <u>105.38</u>
11R22.5 All-Position, cut resistant, Waste/Sanitation	\$ <u>253.51</u>
11R24.5 All-Position, cut resistant, Waste/Sanitation	\$ <u>273.47</u>
315/80R22.5 All-Position, cut resistant, Waste/Sanitation	\$ <u>377.71</u>

Can you provide tires from the Missouri State Tire Purchasing Contract? YES X NO

TIRE SERVICES AND SUPPLIES:

Total cost for waste hauler lug retread (recap only)

- 11R22.5 BDX or equivalent
- BDM or equivalent
- 11R24.5 BDX or equivalent
- BDM or equivalent
- 315/80R22.5 BDX or equivalent
- BDM or equivalent

Total cost for waste hauler lug retread (cap and casing)

- 11R22.5
- 11R24.5
- 315/80R22.5

Maximum turnaround time for refurbished tires (in days)

Firestone

Cost to mount & dismount heavy truck tire	(on vehicle)	_____
	(off vehicle)	_____
Cost of refurbished powder-coated heavy truck wheel		_____
Cost of valve stems for heavy truck wheels		_____
Cost of heavy truck tire flat repair (off vehicle)		_____
Cost of section repair of heavy truck tire		_____
Cost of scheduled service calls to our facility		_____
Cost of emergency road service calls		_____
Cost of overtime charges		_____
What days/hours do these charges apply?		_____
Cost for tire disposal: Specify minimum pick up		
• Passenger car		_____
• Light truck		_____
• Heavy truck		_____

EXCEPTIONS: _____

PLEASE CHECK IF BUSINESS IS: MINORITY OWNED ___ WOMAN OWNED ___
Minorities and females in work force assigned to carry out this contract: ___

ITEM BID IS UNITED STATES MANUFACTURED, ASSEMBLED AND PRODUCED: YES ___ NO X
If "NO", please indicate which item(s) are foreign manufactured, assembled and/or produced.
Boto and RoadX tires are made in China

ALL STATE AND CITY TAXES DUE HAVE BEEN PAID: YES X NO ___

12-28-17
DATE

Bridgestone Retail Operations
COMPANY

Bldg 150 Missouri Ave
TERMS ADDRESS

62-1867019
FEDERAL TAX I.D. NUMBER

Ft. Leonard Wood, MO. 65473
CITY/STATE/ZIP CODE

(573) 329-0694
TELEPHONE

[Signature], MTS
SIGNATURE AND TITLE

**CITY OF UNIVERSITY CITY, MISSOURI
 BID TABULATION SHEET**

OPENING DATE **January 11, 2018 10:00:00 AM**

ITEMS		BRIEF DESCRIPTION	Mitchell Tire Service LLC dba/ Froesel Tire	Pomp's Tire	MFR Bid #1	MFR Bid #2	Statewide Bid #1	Statewide Bid #2
QTY	UNIT	Tires	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
		Police Tires						
1	Each	P235/55R17	\$ 111.70	\$ 108.54	\$ 117.95	\$ 117.95	\$ 108.54	\$ 108.54
		Truck Tires						
1	Each	11R22.5	\$ 348.00	\$ 331.02	\$ 359.03	\$ 394.81	\$ 309.45	\$ 332.11
1	Each	11R24.5	\$ 358.00	\$ 358.94	\$ 383.03	\$ 419.62	\$ 328.27	\$ 354.31
1	Each	315/80R22.5	\$ 433.00	\$ 395.35	\$ 481.75	\$ 456.05	-	\$ 445.62
			\$ 1,139.00	\$ 1,085.31	\$ 1,223.81	\$ 1,264.48	\$ 637.72	\$ 1,132.04
		Waster Hauler (Recap Only)						
1	Each	11R22.5 BDX	\$ 143.00	\$ 127.00	\$ 119.74	\$ 119.74	\$ 144.74	\$ 144.74
1	Each	11R22.5 BDM	\$ 139.00	\$ 127.00	\$ 166.00	\$ 166.00	\$ 193.29	\$ 193.29
1	Each	11R24.5 BDX	\$ 148.00	\$ 133.00	\$ 129.27	\$ 129.27	\$ 150.27	\$ 150.27
1	Each	11R24.5 BDM	\$ 145.00	\$ 133.00	\$ 172.00	\$ 172.00	\$ 198.99	\$ 198.99
1	Each	315/80R22.5 BDX	\$ 154.00	\$ 149.00	\$ 140.00	\$ 140.00	\$ 167.90	\$ 167.90
1	Each	315/80R22.5 BDM	\$ 154.00	\$ 149.00	\$ 231.31	\$ 231.31	\$ 233.06	\$ 233.06
			\$ 883.00	\$ 818.00	\$ 958.32	\$ 958.32	\$ 1,088.25	\$ 1,088.25
		Waster Hauler (Cap and Casing)						
1	Each	11R22.5	\$ 199.00	\$ 202.00	\$ 199.74	\$ 246.00	\$ 273.29	\$ 273.29
1	Each	11R24.5	\$ 205.00	\$ 208.00	\$ 194.27	\$ 237.00	\$ 278.99	\$ 278.99
1	Each	315/80R22.5	\$ 215.00	\$ 224.00	\$ 230.00	\$ 321.31	\$ 313.06	\$ 313.06
			\$ 619.00	\$ 634.00	\$ 624.01	\$ 804.31	\$ 865.34	\$ 865.34
		Tires-Service Supplies						
1	Each	On Vehicle	\$ 10.00	\$ 15.00	\$ 24.50	\$ 24.50	\$ 30.00	\$ 30.00
1	Each	Off Vehicle	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 25.00	\$ 25.00
1	Each	Refurbish Heavy Truck Wheel	\$ 37.50	\$ 30.00	\$ 24.50	\$ 24.50	\$ 40.00	\$ 40.00
1	Each	Valve Stems for Heavy Truck Wheels	\$ 2.50	\$ 3.50	\$ 3.00	\$ 3.00	\$ 4.00	\$ 4.00
1	Each	Heavy Truck Flat Repair	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00	\$ 35.00	\$ 35.00
1	Each	Section Repair of Heavy Truck	\$ 35.00	\$ 35.00	\$ 40.75	\$ 40.75	\$ 30.00	\$ 30.00
1	Each	Service Calls	\$ 50.00	\$ 50.00	\$ 65.00	\$ 65.00	\$ 80.00	\$ 80.00
1	Each	Emergency Road Service	\$ 75.00	\$ 85.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
1	Hour	Overtime	\$ 170.00	\$ 100.00	\$ 90.00	\$ 90.00	\$ 120.00	\$ 120.00
			\$ 410.00	\$ 348.50	\$ 372.75	\$ 372.75	\$ 444.00	\$ 444.00
		Tire Disposal						
1	Each	Passenger car	\$ 2.25	\$ 3.00	\$ 3.00	\$ 3.00	\$ 4.00	\$ 4.00
1	Each	Light truck	\$ 3.25	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00
1	Each	Heavy truck	\$ 5.50	\$ 8.00	\$ 8.00	\$ 8.00	\$ 10.00	\$ 10.00
			\$ 11.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 18.00	\$ 18.00
			\$ 3,062.00	\$ 2,900.81	\$ 3,193.89	\$ 3,414.86	\$ 3,053.31	\$ 3,547.63



Council Agenda Item Cover

MEETING DATE: 02/26/2018

AGENDA ITEM TITLE: Jacobsen Turfcat 72" Cut Mower Purchase

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Golf Course Division of the Public works and Parks Department has a large commercial- type mower that has reached the end of its service life and requires replacement. Several models and brands were tested and the Jacobsen Turfcat was determined to best suit our needs. This unit is eligible for purchase using a cooperative purchasing contract through the National Joint Powers Alliance. The total purchase price with the necessary option is \$24,775.

RECOMMENDATION: City Manager recommends that the referenced unit be purchased through Turfwerks-Scotts Power Equipment for \$24,755 using the National Joint Powers Alliance Contract #133645

ATTACHMENTS:

- 1) Picture of the unit to be purchased
- 2) Turfwerks-Scotts Power Equipment Quote
- 3) National Joint Powers Alliance contract documents

Attachment 1 – Picture of unit





Eagan, MN - Johnston, IA - Sioux Falls, SD - Omaha, NE - St. Louis, MO

Equipment Bid

Customer Name	Ruth Park GC(City of University City)	Date	29-Dec-17
Account Number		Ship Address	8211 Groby Road
Contact Person	Kenny Morgan	City	University City
Phone Number	314.863.3208 ext:8621	State	Missouri
Mobile Number		Zip Code	63132
Fax Number	314.862.1711	Email Address	

PO Number X _____ **Salesman Number** X Ron Exler

Deliver Date X 21 days ARO **Special Terms** X none

MODEL #	QTY	PRODUCT DESCRIPTION	LIST PRICE	Muni Price
69180-4212	1	Jacobsen Turfcut 4wd with prem. Seat	\$23,733.00	\$ 16,614.00
69192	1	72" side discharge deck	\$4,925.00	\$ 3,448.00
4337066	1	mulch kit	\$702.00	\$ 492.00
BT-TC/HY1	1	Buffalo Turbine Blower	\$6,030.00	\$ 4,221.00

Subtotal	\$ 24,775.00
Sales Tax	exempt
TOTAL	\$ 24,775.00

Notes

NJFA # 133645

JACOBSEN # 062117-JCS

A Tenneco Company



FORM D Formal Offering of Proposal (To be completed Only by Proposer)

GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES,

In compliance with the Request for proposal (RFP) for "GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Jacobsen, a Division of Textron Inc.

Date: July 27, 2013

Company Address: 11108 Quality Drive

City: Charlotte
Zip: 28273

State: North Carolina

Contact Person: Art Petrone

Title: Municipal Channel Manager

Authorized Signature (ink only):

A handwritten signature in blue ink, appearing to read "C. Vernon", is written over a horizontal line.

(Name printed or typed):

Chris Vernon



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 070313 GROUNDS MAINTENANCE WITH RELATED EQUIPMENT, ACCESSORIES AND SUPPLIES

Jacobsen, a Division of TextNow
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be August 20, 2013 and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:  Chad Coquette
NJPA Executive Director (Name printed or typed)


Awarded this 20th day of August 2013 NJPA Contract Number # 070313-JCS

NJPA Authorized signature: Scott Vernon
NJPA Board Member (Name printed or typed)

Executed this 20th day of August 2013 NJPA Contract Number # 070313-JCS

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name Jacobsen, a Division of TextNow

Vendor Authorized signature:  Chris Vernon
(Name printed or typed)

Title: VP Marketing

Executed this 27th day of June 2013 NJPA Contract Number # 070313-JCS

**Letter of Agreement
to Extend the Contract**

Between

Jacobsen, a Division of Textron (Vendor)
11108 Quality Drive
Charlotte, NC 28273

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #070313-JCS) for the procurement of Grounds Maintenance with Related Equipment, Accessories and Supplies. This Agreement has an expiration date of August 20, 2017, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on August 20, 2018. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: , Its: Director of Cooperative
Contracts & Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 5-1-17

Jacobsen, a Division of Textron

By: , Its: Director of Channel Development

Name printed or typed: Gina Putnam

Date April 28, 2017



Council Agenda Item Cover

MEETING DATE: 02/26/2018

AGENDA ITEM TITLE: Toro Groundsmaster 72" cut Mower – Park Division

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Parks Division of the Public works and Parks Department has a large commercial- type mower that has reached the end of its service life and requires replacement. Several models and brands were tested and the Toro GM 3280D was determined to best suit our needs. This unit is eligible for purchase using a cooperative purchasing contract through National IPA. The total purchase price with the necessary option is \$30,750. This unit will also be equipped with a heated cab and snow plow blade for use in the winter.

RECOMMENDATION: City Manager recommends that this unit be purchased through MTI Distributing for \$30,750 using the National IPA Contract #R141201

ATTACHMENTS: 1) Picture of unit to be purchased
2) MTI Distributing Quote
3) National IPA Contract documentation

ATTACHMENT 1 – Picture of unit





MTI Distributing
Equipment Proposal
February 6, 2018



City of University City
Ewald Winker

Expiration Date 3/8/2018

Qty	Model Number	Description	Quote	Quote Ext
1	30345	GM 3280-D 4WD	\$27,890.00	\$27,890.00
1	31336	72" Side Discharge deck with 4 castor wheels		
7	24-5790-01	WEIGHT-REAR		
14	325-8	SCREW-HH		
14	3253-7	WASHER-LOCK		
1	30313	Air Ride Seat Suspension		
1	30398	Millsco Seat		
1	30298	Cab-GM3280, Winter, Heat Only		
		Cab Road Light Kit (Mounts to GM360 model 31202 or		
1	30701	GM3280 heat only cab, 30298)		
1	120-6640	AUX VALVE KIT FRONT COUPLER		
1	110-5699	IMPLEMENT FLOW CONTROL KIT		
1	adz-00093	60" Hydraulic Blade	\$2,860.00	\$2,860.00
			Sub-total	\$30,750.00

National IPA Pricing R141201
City of University City IPA # 1140136

Quote is valid for 30 days and does not include sales tax.
New Toro commercial equipment comes with a two-year manufacturer warranty
Equipment delivery at no additional charge
A 2.5% service fee will apply for all credit card transactions.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Ed Eschbacher
Outside Sales Representative
314-803-6295

Mandi Prinsen
Inside Sales Representative
763-592-5641

MTI Distributing, Inc. • 8901 Springdale Avenue • Berkeley, MO 63134



**Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment
Executive Summary**

Lead Agency: City of Mesa, AZ

Solicitation: RFP#2017025

RFP Issued: October 25, 2016

Pre-Proposal Date: November 15, 2016

Response Due Date: December 14, 2016

Proposals Received: 3

Awarded to:



The City of Mesa, AZ Purchasing Division issued RFP#2017025 on October 25, 2016, to establish a national cooperative contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment.

The solicitation included cooperative purchasing language in the Scope of Work, #2 National Contract:

NATIONAL CONTRACT: The City of Mesa, as the Principal Procurement Agency, as defined in Attachment D, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA) to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment D contains additional information on National IPA and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Mesa, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- The Herald News, IL

On December 14, 2016 proposals were received from the following offerors:

- Jacobsen Textron Company
- Harper Industries, Inc
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with the Toro Company. The City of Mesa, AZ, National IPA and the Toro Company successfully negotiated a contract and the City of Mesa, AZ executed the agreement with a contract effective date of April 1, 2017.

Contract includes: Sports Fields and Grounds Equipment, Golf Course Maintenance Equipment, Related Equipment Parts, Used Equipment and Balance of Line to include: Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor, Site Works Systems and Boss Snow Removal Equipment Lines.

Value Added Services: Used Equipment, Financing Options and Smart Value Program volume incentive program.

Term:

Five year agreement beginning April 1, 2017 and ending March 31, 2022. Two (2) annual renewals are available through March 31, 2024.

Pricing/Discount:

Discount off Toro MSRP. Serviced and supported by local Toro distributors/dealers.

National IPA Web Landing Pages: www.nationalipa.org/Vendors/Pages/TheToroCompany.aspx

Attachment D



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Mesa, AZ (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company (“National IPA”), is requesting proposals for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment.. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the “Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through National IPA’s cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA’s cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA’s requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$35 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the _____ (herein "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30)

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of ___% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law until paid in full.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of four (4) years from the date National IPA receives such monthly report. National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, together with interest thereon in accordance with Section 11, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

Authorized Signature, Supplier

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY**

Signature

Signature

Name

Ward H. Brown
Name

Title

Chief Operating Officer
Title

Date

Date

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company (“**National IPA**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively the “**National IPA Parties**”) by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products by Participating Public Agencies subject to this Agreement shall be conducted in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices.
3. That the cooperative use of Master Agreements and other group purchasing agreements shall be in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state or local law.
4. That the Principal Procurement Agencies will make available, upon reasonable request and subject to convenience, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

5. That the Participating Public Agencies (each a **“Procuring Party”**) that procure Products through any Master Agreement or GPO Product supply agreement (each a **“GPO Contract”**) will make timely payments to the distributor, manufacturer or other vendor (collectively, **“Supplier”**) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
6. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and the Procuring Party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the Procuring Party. Without limiting the generality of the foregoing, the National IPA Parties make no representations or warranties regarding any Product, Master Agreement or GPO Contract, and shall have no liability for any act or omission by a Supplier or other party under a Master Agreement or GPO Contract.
8. This Agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 6, 7 and 8 hereof shall survive any such termination.
9. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as Principal Procurement Agency for National IPA, NAME OF PPA agrees to pursue Master Agreements for Products as specified in the attached exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of NAME OF PPA (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National Intergovernmental Purchasing Alliance Company (“National IPA”) pursuant to the terms of the Administrative Agreement by and between National IPA and the applicable supplier.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, Principal Procurement Agency

Signature

Name

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE**

(to be submitted electronically in Microsoft Excel format)
National IPA Contract Sales Monthly Report

Supplier Name:
 Contract Sales Report Month:
 Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by National IPA and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$

Report Totals _____
 Cumulative Contract Sales _____

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR

CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR

CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT

ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT

LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT

RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION
COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74
HOUSING AUTHORITY OF PORTLAND
ILLINOIS VALLEY FIRE DISTRICT
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION
MELHEUR COUNTY JAIL, OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION
ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS,
LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
MARION COUNTY SCHOOL DISTRICT
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT

ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE
DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE
(AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &
MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
(BSTA), UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE
(NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT

TIMPANOGOS ACADEMY , UT
TINTIC SCHOOL DISTRICT , UT
TOOELE SCHOOL DISTRICT , UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING
ARTS , UT
UINTAH RIVER HIGH , UT
UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING
ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILNMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY

SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH



Council Agenda Item Cover

MEETING DATE: 02/26/2018

AGENDA ITEM TITLE: Automated Side Loading Refuse Truck

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The Solid Waste Division of the Public Works and Parks Department has an automated side loading refuse truck that has reached the end of its service life and requires replacement. Invitations to Bid for this unit were advertised in the St Louis Post Dispatch, placed on the City's website and vendors on the City's vendor list were notified. Five vendors responded:

Bid Results with Required Options:

Vendor	Body	Model	Chassis	Total Cost
Downing Sales	Bridgeport	Ranger	Peterbilt	\$235,163.00
Elliot Equipment	Dadee MFG	Scorpion FE	Peterbilt	\$263,618.00
Armor Equipment	Heil	DP Python	Peterbilt	\$258,688.80
Truck Component Services	Wayne	Curbtender	Peterbilt	\$253,114.00
Key Equipment				No Bid

RECOMMENDATION: City Manager recommends that the City Council approve an award to Truck Component Services for the total amount of \$253,114. The City currently has five of these trucks in service and has had very good results with them. A memorandum discussing this type of equipment performance historically in University City is also attached to this submittal.

- ATTACHMENTS:**
- 1) Pictures of the unit to be purchased
 - 2) Bid Forms
 - 3) Memorandum

ATTACHMENT 1:



City of University City

PROPOSAL FORM

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

One (1) New and Unused Automated Side Loader Refuse Vehicle.

BODY MAKE: 2019 DADEE MFG MODEL: SCORPION FE

CHASSIS MAKE: 2019 PETERBILT MODEL: 520

PURCHASE PRICE: (EACH @) \$ N/A

PURCHASE PRICE TOTAL \$ 263,618.00

TOTAL PRICE IN WORDS: Two Hundred and sixty three thousand Six hundred and Eighteen dollars.

QUOTE IS VALID FOR: 60 DAYS

OPTIONAL PRODUCT ENHANCEMENTS:

Table with 3 columns: OPTION, \$ EACH, \$ TOTAL. Row 1: SEE ATTACHEMENT, \$, \$.

Name of Bidder: ELLIOTT EQUIPMENT COMPANY

Signed: [Signature] Date: 1-11-18

Printed Name: JOHN MENENDEZ

Title: SALES REPRESENTATIVE

Address: 1400 BOTTS ROAD, GRANDVIEW, MO 4030

PHONE: 314-973-7256 FAX: 1-515-986-9530 EMAIL: JOHN.M@ELLIOTTEQUIPCO.COM

City of University City

PROPOSAL FORM

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

One (1) New and Unused Automated Side Loader Refuse Vehicle.

BODY MAKE: Heil DP Python MODEL: DP Python

CHASSIS MAKE: Peterbilt MODEL: 520

PURCHASE PRICE: (EACH @) \$ 258,668.80

PURCHASE PRICE TOTAL \$ 258,668.80

TOTAL PRICE IN WORDS: Two hundred fifty eight thousand six hundred sixty eight dollars + 80 cents.

QUOTE IS VALID FOR: Chassis 30kmp Body 2018 Calendar year.

OPTIONAL PRODUCT ENHANCEMENTS: only if desired

OPTION	\$ EACH ↓	\$ TOTAL <u>only if desired</u>
1. <u>Hydraulic Sliding Top Door</u>	<u>\$ 5,500.00</u>	<u>\$ 5,500.00</u>
2. <u>5 year Packing Cylinder Warrants</u>	<u>\$ 3,000.00</u>	<u>\$ 3,000.00</u>
3. <u>1/4" ARVN floor in Body</u>	<u>\$ 1,280.00</u>	<u>\$ 1,280.00</u>
4. <u>Rear Partition Panel on Body</u>	<u>\$ 285.00</u>	<u>\$ 285.00</u>

Name of Bidder: Admin. Equipment

Signed: John Kcejti Date: 1/11/18

Printed Name: John Kcejti

Title: Salvo Rep

Address: 1368 Loredell Rd
Annapolis MD 21401

City of University City

PROPOSAL FORM

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

One (1) New and Unused Automated Side Loader Refuse Vehicle.

BODY MAKE: Wayne MODEL: Curbtender

CHASSIS MAKE: Peterbilt MODEL: 520

PURCHASE PRICE: (EACH @) \$ 249,634

PURCHASE PRICE TOTAL \$ 249,634

TOTAL PRICE IN WORDS: Two Hundred Forty Nine Thousand, Six Hundred Thirty Four

QUOTE IS VALID FOR: 60 Days

OPTIONAL PRODUCT ENHANCEMENTS:

OPTION	\$ EACH	\$ TOTAL
1. <u>Body retention teeth</u>	<u>1 row - #225</u> <u>2 rows - #553</u> <u>3 rows - #916</u>	<u>\$ 225/553/916</u>
2. <u>Auto grease system for arm</u>	<u>\$ 3,392</u>	<u>\$ 3,392</u>
3. <u>Operate at idle pump</u>	<u>\$ 3,480</u> <u>Must be EPC not PLC</u>	<u>\$ 3,480</u>
4. <u>Strobe light mounted on light bar on rear</u>	<u>\$ 401</u>	<u>\$ 401</u>

Name of Bidder: Truck Component Services

Signed: E/K Date: 1/8/18

Printed Name: Eric Kelderman

Title: Sales Cell - 816-661-3286

Address: TCS - 403 E. Evergreen Strafford, MO 65757

Mid-America Peterbilt #1 North Central Dr. O'Fallon, MO 63365

City of University City

PROPOSAL FORM

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

One (1) New and Unused Automated Side Loader Refuse Vehicle.

BODY MAKE: Bridgeport MODEL: Ranger

CHASSIS MAKE: 2019 Peterbilt MODEL: 520

PURCHASE PRICE: (EACH @) \$ 235,163.00

PURCHASE PRICE TOTAL \$ 235,163.00

TOTAL PRICE IN WORDS: Two Hundred Thirty Five Thousand One Hundred Sixty Three Dollars.....

QUOTE IS VALID FOR: 60 Days

OPTIONAL PRODUCT ENHANCEMENTS.

<u>OPTION</u>	<u>\$ EACH</u>	<u>\$TOTAL</u>
1. <u>See Attached</u>	<u>\$</u>	<u>\$</u>
2. _____	<u>\$</u>	<u>\$</u>
3. _____	<u>\$</u>	<u>\$</u>
4. _____	<u>\$</u>	<u>\$</u>

Name of Bidder: Downing Sales & Service, Inc.

Signed: Harry Gaab (Signature) Date: 01-11-2018

Printed Name: Harry Gaab

Title: Sales Rep

Address: 3 Indigo Road

Phillipsburg, MO 65722



Corporate Office
P.O. Box 2007
Maryland Heights, MO 63043
314-298-8330

Branch Office
P.O. Box 11035
Kansas City, KS 66111
913-371-8260

Branch Office
P.O. Box 692109
Tulsa, OK 74169
918-809-8011



January 8, 2018

City of University City
Attn: Mr. Tom Brushwood, Fleet Manager
1015 Pennsylvania Ave.
University City, MO 63130

RE: Bid for 2018 Automated Side Loader Refuse Truck

Tom,

We appreciate the invitation to submit a bid for a NEW 2018 Automated Side Loader Refuse Truck. We have decided to submit a "No Bid" as we no longer offer a Full-eject at this time. We do appreciate, however, the effort you spent to write a quality specification on a product that you feel best meets the City of University City.

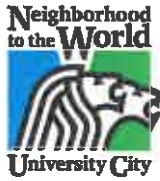
Please consider us for future projects of this scope as well as others.

Thank you again for this opportunity and please do not hesitate to contact me at any time with questions regarding this project or any other. You can reach me at (314) 616-9617 or zac@keyequipment.com.

For general information about the history of our company, our facilities, or links to the products we offer, please visit our website at www.keyequipment.com. Along with having extensive knowledge of our industry, we have experience, training, large parts inventory, and a positive attitude towards customer support. We look forward to working with you on your equipment needs in the future.

Respectfully,

Zac Scheetz
Zac Scheetz
Territory Manager
Key Equipment & Supply Co.



Department of Public Works and Parks

6801 Delmar Boulevard, 3rd Floor, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

MEMORADUM

TO: Sinan Alpaslan
FROM: Tom Brushwood
DATE: February 14, 2018
SUBJECT: Bridgeport Ranger Automated Refuse Trucks

As you know, we recently solicited for bids for a replacement automated refuse truck. One of the vendors submitted a bid for a truck fitted with a Bridgeport Ranger body for consideration. We have had three trucks fitted with these bodies that have caught fire and were declared total losses:

February 25, 2009—Truck #38 (Photo taken by a resident)



June 12, 2013—Truck #42 (photo taken at the Garage yard)



June 26, 2013—Truck #41 (I took this photo)



In each instance, it was determined that there was a fault in the hydraulic system of the truck body that caused hydraulic fluid to be sprayed on to the exhaust and lead to the fires.

Our insurance company was in the process of suing Bridgeport Manufacturing over the loss of the first truck when the second and third fires happened. In some of the last correspondence I had with them, I was informed that the case had turned into a class action suit.

The Bridgeport bid from Downing Sales was the lowest. I don't think it should be considered.



Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: 8100 Block of Teasdale – Road and Drainage Improvements

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND:

In FY17 City Council approved a contract with TWM to do the design and engineering work for the 8100 Block of Teasdale. In FY18 funding for construction of the project was appropriated. This project consists of full depth pavement reconstruction, placement of concrete curb and gutter, concrete approaches, storm sewer and inlets, utility adjustments, and seeding. Construction is to begin in the spring of 2018.

This project was advertised on December 14, 2017 in the St. Louis American newspaper, Drexel Technologies, and the City website. The bid opening was held on January 11, 2018. The City received and reviewed 10 bids. The lowest bidder is **Gateway DCS** with a bid in the amount of **\$169,477.62**. The bid results are as follows:

Company	Bid Amount
Byrne & Jones	\$181,099.20
Gateway DCS	\$169,477.62
Gershenson	\$181,473.00
Grafton Materials	\$206,160.77
Hank's Excavation	\$216,439.99
Pavement Solutions	\$218,729.79
Raineri	\$191,352.79
R.V. Wagner	\$182,422.70
Spencer Contracting	\$182,374.36
Tramar	\$214,400.00

The City's budget for this project is \$180,000.00, for construction services. The project is funded by the Capital Improvements Program fund.

RECOMMENDATION: City Manager recommends that City Council approve an award to Gateway DCS in the amount of \$169,477.62 for the construction of this project.

ATTACHMENTS: 1) Bid tabulation,
2) Award recommendation from the City's consultant.



Contract Bid Tabulation Analysis

Project: University City - Teasdale Avenue Rehabilitation and Reconstruction

Project No: T27-153914

Date of Bid: 1/11/2013

Client: University City

Thouvenot, Wade & Moerchen, Inc.

St. Louis Regional Office
720 Olive Street, Suite 200A
St. Louis, Missouri 63101

Tel. No. 314.241.8800

Fax No. 314.241.2891

www.thouvenot.com

Website: St. Louis • Kansas City • St. Charles

Item No.	Item Description	Quantity	Unit	APPARENT LOW BIDDER		Byrne and Jones Construction 19346 St. Charles Rock Road St. Louis, Missouri 63044	Gresham Construction Co., Inc. 7 Trest Drive Eureka, Missouri 63005	Opener Contracting Co. 5075 Ames Park Arnold, Missouri 63010	
				Unit Price	Item Price				Unit Price
1	REMOVAL OF IMPROVEMENTS	1	L.S.	\$ 31,500.00	\$ 31,500.00	L.S.	\$ 28,000.00	\$ 28,000.00	
2	LINEAR GRADING, CLASS 1	10.1	STA	\$ 300.00	\$ 3,030.00	STA	\$ 950.00	\$ 9,595.00	
3	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	1,724	S.Y.	\$ 6.00	\$ 10,344.00	S.Y.	\$ 10,775.00	\$ 18,516.00	
4	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1) W/ REINFORCING FIBERS	117	TONS	\$ 98.41	\$ 11,279.87	TONS	\$ 112.00	\$ 12,870.00	
5	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE) W/ REINFORCING FIBERS	278	TONS	\$ 85.68	\$ 23,659.44	TONS	\$ 85.90	\$ 23,598.00	
6	TACK COAT	71	GAL	\$ 0.01	\$ 0.71	GAL	\$ 1.50	\$ 1.50	
7	ADJUSTING WATER VALVE TO GRADE	2	EACH	\$ 85.00	\$ 170.00	EACH	\$ 175.00	\$ 350.00	
8	ADJUSTING GAS VALVE TO GRADE	2	EACH	\$ 85.00	\$ 170.00	EACH	\$ 175.00	\$ 350.00	
9	SINGLE CURB INLET, UNTRAPPED (32" DIA.)	2	EACH	\$ 3,300.00	\$ 6,600.00	EACH	\$ 6,300.00	\$ 12,600.00	
10	ADJUSTING MANHOLE TO GRADE	4	EACH	\$ 200.00	\$ 800.00	EACH	\$ 250.00	\$ 1,000.00	
11	ADJUSTING HOUSE SEWER CONNECTIONS	2	EACH	\$ 100.00	\$ 200.00	EACH	\$ 350.00	\$ 700.00	
12	SINGLE DOUBLE-SIDED CURB INLET, UNTRAPPED (RECT.)	1	EACH	\$ 3,300.00	\$ 3,300.00	EACH	\$ 4,150.00	\$ 4,150.00	
13	PAVED APPROACH 7'	140.1	S.Y.	\$ 72.00	\$ 10,087.20	S.Y.	\$ 98.50	\$ 13,789.85	
14	CONCRETE SIDEWALK, (6" THICK)	5.1	S.Y.	\$ 150.00	\$ 765.00	S.Y.	\$ 270.00	\$ 1,377.00	
15	CURB AND GUTTER, VERTICAL	827	L.F.	\$ 25.00	\$ 20,675.00	L.F.	\$ 24.95	\$ 20,595.65	
16	STANDARD TRAFFIC CONTROL DEVICES	1	L.S.	\$ 1,500.00	\$ 1,500.00	L.S.	\$ 3,000.00	\$ 3,000.00	
17	MOBILIZATION	1	L.S.	\$ 5,000.00	\$ 5,000.00	L.S.	\$ 16,200.00	\$ 16,200.00	
18	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	L.S.	\$ 3,000.00	\$ 3,000.00	L.S.	\$ 3,000.00	\$ 3,000.00	
19	12" CLASS II REINFORCED CONCRETE PIPE CULVERT (GASKET TYPE)	36	L.F.	\$ 108.00	\$ 3,888.00	L.F.	\$ 73.00	\$ 2,628.00	
20	12" POLYVINYL CHLORIDE PIPE	231	L.F.	\$ 103.00	\$ 23,793.00	L.F.	\$ 73.92	\$ 17,075.52	
21	SODDING (ZOYSIA)	440	S.Y.	\$ 12.00	\$ 5,280.00	S.Y.	\$ 13.25	\$ 5,830.00	
22	EROSION CONTROL MEASURES (SITES LESS THAN 1 ACRE)	1	L.S.	\$ 1,000.00	\$ 1,000.00	L.S.	\$ 2,000.00	\$ 2,000.00	
Total				\$ 181,999.20		\$ 181,973.00		\$ 182,374.36	



Thouvenot, Wade & Moerchen, Inc.

St. Louis Regional Office
 720 Olive Street, Suite 200A
 St. Louis, Missouri 63101
 Tel. No. 314.241.6300
 Fax No. 618.314.241.2391

Contract Bid Tabulation Analysis

Project: University City - Teasdale Avenue Rehabilitation and Reconstruction
Project No: T27-160514
Date of Bid: 1/11/2018
Client: University City

University City - Teasdale Avenue Rehabilitation and Reconstruction

Info@twm-inc.com
 Missouri: St. Louis + St. Charles
 Illinois: Swansea + Waterloo + Edwardsville

Item No.	Item Description	R. V. Wagner, Inc. PO Box 67 / 1414 South State Highway 13 Franklin, Illinois 62435			Federal Construction 1300 Hampton Ave. Ste. 200 St. Louis, Missouri 63103			Grafton Mobile Services, Inc. 20355 State Hwy 3 Grafton, Illinois 62337			TRAMAR, Contracting Inc. 5051 Microville Ind. Dr. St. Charles, MO 63301		
		Quantity	Unit	Item Price	Unit Price	Unit	Item Price	Unit Price	Unit	Item Price	Unit Price	Unit	Item Price
1	REMOVAL OF IMPROVEMENTS	1	L.S.	\$ 24,500.00	\$ 23,744.50	L.S.	\$ 35,262.02	\$ 23,251.40	L.S.	\$ 23,251.40	L.S.	\$ 23,251.40	
2	LINEAR GRADING, CLASS 1	10.1	STA	\$ 8,060.00	\$ 5,555.00	STA	\$ 8,454.81	\$ 1,000.00	STA	\$ 1,000.00	STA	\$ 10,100.00	
3	TYPE 5 AGGREGATE FOR BASE (8 IN. THICK)	1,724	S.Y.	\$ 18,378.00	\$ 8.00	S.Y.	\$ 13,792.00	\$ 9.88	S.Y.	\$ 17,118.32	S.Y.	\$ 18,864.00	
4	BITUMINOUS PAVEMENT MIXTURE PG64-22 (8"-1) W/ REINFORCING FIBERS	117	TONS	\$ 12,519.00	\$ 101.20	TONS	\$ 11,840.40	\$ 149.31	TONS	\$ 16,787.27	TONS	\$ 15,495.00	
5	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE) W/ REINFORCING FIBERS	276	TONS	\$ 28,532.00	\$ 101.20	TONS	\$ 27,931.20	\$ 109.33	TONS	\$ 30,175.08	TONS	\$ 31,740.00	
6	TACK COAT	71	GAL	\$ 426.00	\$ 5.50	GAL	\$ 390.50	\$ 11.27	GAL	\$ 600.17	GAL	\$ 355.00	
7	ADJUSTING WATER VALVE TO GRADE	2	EACH	\$ 540.00	\$ 275.00	EACH	\$ 550.00	\$ 300.00	EACH	\$ 600.00	EACH	\$ 600.00	
8	ADJUSTING GAS VALVE TO GRADE	2	EACH	\$ 540.00	\$ 275.00	EACH	\$ 650.00	\$ 300.00	EACH	\$ 600.00	EACH	\$ 1,000.00	
9	SINGLE CURB INLET, UNTRAPPED (42" DIA.)	2	EACH	\$ 2,598.00	\$ 3,088.00	EACH	\$ 8,160.00	\$ 2,666.85	EACH	\$ 5,913.30	EACH	\$ 6,000.00	
10	ADJUSTING MANHOLE TO GRADE	4	EACH	\$ 700.00	\$ 2,680.00	EACH	\$ 2,200.00	\$ 150.00	EACH	\$ 600.00	EACH	\$ 5,000.00	
11	ADJUSTING HOUSE SEWER CONNECTIONS	2	EACH	\$ 350.00	\$ 250.00	EACH	\$ 500.00	\$ 150.00	EACH	\$ 300.00	EACH	\$ 700.00	
12	SINGLE DOUBLE-SIDED CURB INLET, UNTRAPPED (RECT.)	1	EACH	\$ 2,500.00	\$ 3,080.00	EACH	\$ 3,080.00	\$ 1,041.90	EACH	\$ 3,000.00	EACH	\$ 3,000.00	
13	PAVED APPROACH 7"	140.1	S.Y.	\$ 8,386.70	\$ 73.80	S.Y.	\$ 10,339.38	\$ 71.81	S.Y.	\$ 10,080.58	S.Y.	\$ 12,046.60	
14	CONCRETE SIDEWALK, (6" THICK)	5.1	S.Y.	\$ 195.00	\$ 106.95	S.Y.	\$ 543.41	\$ 251.00	S.Y.	\$ 1,286.10	S.Y.	\$ 714.00	
15	CURB AND GUTTER, VERTICAL	927	L.F.	\$ 24.00	\$ 21.70	L.F.	\$ 20,116.90	\$ 34.85	L.F.	\$ 32,306.95	L.F.	\$ 24,102.00	
16	STANDARD TRAFFIC CONTROL DEVICES	1	L.S.	\$ 4,000.00	\$ 2,000.00	L.S.	\$ 2,000.00	\$ 4,508.71	L.S.	\$ 4,508.71	L.S.	\$ 1,000.00	
17	MORILIZATION	1	L.S.	\$ 5,000.00	\$ 31,599.00	L.S.	\$ 10,442.67	\$ 10,442.67	L.S.	\$ 32,000.00	L.S.	\$ 32,000.00	
18	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	L.S.	\$ 8,000.00	\$ 6,500.00	L.S.	\$ 6,500.00	\$ 6,435.00	L.S.	\$ 6,435.00	L.S.	\$ 6,000.00	
19	12" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYPE)	30	L.F.	\$ 100.00	\$ 76.45	L.F.	\$ 2,283.50	\$ 139.04	L.F.	\$ 4,171.20	L.F.	\$ 2,310.00	
20	12" POLYETHYLENE CHLORIDE PIPE	231	L.F.	\$ 78.00	\$ 60.00	L.F.	\$ 13,860.00	\$ 47.83	L.F.	\$ 10,879.43	L.F.	\$ 13,860.00	
21	SODDING (ZOYSIA)	440	S.Y.	\$ 18.50	\$ 13.20	S.Y.	\$ 5,808.00	\$ 11.86	S.Y.	\$ 5,130.40	S.Y.	\$ 6,000.00	
22	EROSION CONTROL MEASURES (SITES LESS THAN 1 ACRE)	1	L.S.	\$ 2,500.00	\$ 2,000.00	L.S.	\$ 2,000.00	\$ 3,182.86	L.S.	\$ 3,182.86	L.S.	\$ 1,000.00	
				\$ 182,432.70	\$ 191,352.70					\$ 206,160.77	\$ 214,490.00		
				* Corrected Bid Amount				* Corrected Bid Amount					



Thouvenot, Wade & Moerchen, Inc.

St. Louis Regional Office
720 Olive Street, Suite 200A
St. Louis, Missouri 63101
Tel. No. 314.241.6900

Fax No. 618.314.241.2391
info@twn-inc.com
Missouri: St. Louis • St. Charles
Illinois: Swansea • Walsboro • Edwardsville

Contract Bid Tabulation Analysis

Project: University City - Teasdale Avenue Rehabilitation and Reconstruction

Project No: 727-160914

Date of Bid: 1/11/2018

Client: University City

Item No.	Item Description	Hank's Excavating and Landscaping, Inc.		Prevent Solutions		Pavement Solutions			
		Quantity	Unit	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	REMOVAL OF IMPROVEMENTS	1	L.S.	\$ 21,255.00	\$ 21,255.00	\$ 13,067.20	\$ 13,067.20	\$ 18,007.20	\$ 18,007.20
2	LINEAR GRADING, CLASS 1	19.1	STA	\$ 2,911.96	\$ 55,528.44	\$ 194.40	\$ 3,706.24	\$ 1,962.44	\$ 37,566.00
3	TYPE 5 AGGREGATE FOR BASE (8 IN. THICK)	1,724	S.Y.	\$ 8.58	\$ 14,731.92	\$ 7.54	\$ 12,958.96	\$ 12,896.96	\$ 22,155.92
4	BITUMINOUS PAVEMENT MIXTURE (9 IN. THICK) PG54-22 (SP-1) W/ REINFORCING FIBERS	117	TONS	\$ 153.79	\$ 17,993.43	\$ 101.83	\$ 11,914.51	\$ 11,955.61	\$ 13,970.11
5	BITUMINOUS PAVEMENT MIXTURE PG54-22 (BASE) W/ REINFORCING FIBERS	276	TONS	\$ 102.84	\$ 28,383.84	\$ 92.76	\$ 25,601.76	\$ 27,257.76	\$ 30,319.56
6	TACK COAT	71	GAL	\$ 15.79	\$ 1,120.83	\$ 5.49	\$ 389.79	\$ 389.79	\$ 389.79
7	ADJUSTING WATER VALVE TO GRADE	2	EACH	\$ 443.89	\$ 887.78	\$ 587.60	\$ 1,175.20	\$ 1,135.80	\$ 2,311.00
8	ADJUSTING GAS VALVE TO GRADE	2	EACH	\$ 443.89	\$ 887.78	\$ 949.80	\$ 1,899.60	\$ 1,299.00	\$ 2,598.60
9	SINGLE CURB INLET, UNTRAPPED (42" DIA.)	2	EACH	\$ 2,948.76	\$ 5,897.52	\$ 2,880.00	\$ 5,760.00	\$ 5,260.33	\$ 10,520.66
10	ADJUSTING MANHOLE TO GRADE	4	EACH	\$ 443.89	\$ 1,775.56	\$ 253.35	\$ 1,013.40	\$ 1,013.40	\$ 1,013.40
11	ADJUSTING HOUSE SEWER CONNECTIONS	2	EACH	\$ 351.46	\$ 702.92	\$ 432.51	\$ 865.02	\$ 865.02	\$ 865.02
12	SINGLE DOUBLE-SIDED CURB INLET, UNTRAPPED (RECT.)	1	EACH	\$ 2,848.76	\$ 2,848.76	\$ 4,543.50	\$ 4,543.50	\$ 4,543.50	\$ 4,543.50
13	PAVED APPROACH 7"	140.1	S.Y.	\$ 111.85	\$ 15,684.20	\$ 231.72	\$ 32,465.87	\$ 32,465.87	\$ 32,465.87
14	CONCRETE SIDEWALK, (6" THICK)	6.1	S.Y.	\$ 482.88	\$ 2,945.48	\$ 277.40	\$ 1,692.14	\$ 1,414.74	\$ 1,414.74
15	CURB AND GUTTER, VERTICAL	927	L.F.	\$ 33.62	\$ 31,173.94	\$ 34.43	\$ 31,916.61	\$ 31,916.61	\$ 31,916.61
16	STANDARD TRAFFIC CONTROL DEVICES	1	L.S.	\$ 5,499.33	\$ 5,499.33	\$ 12,349.98	\$ 12,349.98	\$ 12,349.98	\$ 12,349.98
17	MOBILIZATION	1	L.S.	\$ 4,994.00	\$ 4,994.00	\$ 12,028.80	\$ 12,028.80	\$ 12,028.80	\$ 12,028.80
18	CONTRACTOR FURNISHED SURVEYING AND STAKING	1	L.S.	\$ 6,399.00	\$ 6,399.00	\$ 6,950.00	\$ 6,950.00	\$ 6,950.00	\$ 6,950.00
19	12" CLASS III REINFORCED CONCRETE PIPE CULVERT (GASKET TYPE)	36	L.F.	\$ 124.96	\$ 4,498.56	\$ 102.74	\$ 3,698.64	\$ 3,698.64	\$ 3,698.64
20	12" POLYVINYL CHLORIDE PIPE	231	L.F.	\$ 79.34	\$ 18,327.54	\$ 161.31	\$ 37,262.61	\$ 23,492.61	\$ 23,492.61
21	SODDING (ZOYSIA)	440	S.Y.	\$ 24.26	\$ 10,674.40	\$ 17.89	\$ 7,869.60	\$ 7,869.60	\$ 7,869.60
22	EROSION CONTROL MEASURES (SITES LESS THAN 1 ACRE)	1	L.S.	\$ 961.85	\$ 961.85	\$ 1,705.20	\$ 1,705.20	\$ 1,705.20	\$ 1,705.20
Total				\$ 216,433.99	\$ 216,433.99	\$ 218,729.78	\$ 218,729.78	\$ 218,729.78	\$ 218,729.78

* Corrected Bid Amount

* Corrected Bid Amount

2 - TWM Recommendation .txt

From: Kevin M. Ostermiller <kostermiller@twm-inc.com>
Sent: Thursday, January 11, 2018 4:44 PM
To: Chris Kalter
Subject: RE: teasdale bid opening

Chris,

Ten bids is probably the most bids I've ever seen on a project, which is great because it means contractors are hungry for work. I've also never had 4 bids be within 1% of the cost estimate so that means the cost estimate looks great. The low bid is less than 6.5% than Final cost estimate, which to me is still a reasonable bid because it's within 10% and none of the unit prices raise a red flag when looking at them. I think the contractor just was a little more aggressive at getting the project. I haven't worked with Gateway Design and Construction but to me they are probably a smaller company that put in an aggressive bid because of the smaller size of the project and they'd be able to complete most of the work themselves. If it was me, I would go with the low bid which I feel most people would. Otherwise, the next bid would be Byrne and Jones which is a larger company I have heard of.

Kevin Ostermiller, P.E. | TWM Project Engineer | 314.241.6300 or 314.655.7984 |
www.twm-inc.com

From: Chris Kalter [mailto:ckalter@ucitymo.org]
Sent: Thursday, January 11, 2018 4:01 PM
To: Kevin M. Ostermiller <kostermiller@twm-inc.com>
Subject: RE: teasdale bid opening

sorry one other thought. I may have missed it. what is your recommendation?

Chris Kalter
Project Manager
Department of Public Works and Parks
City of University City
6801 Delmar Blvd
University City, MO 63130
314-505-8548

From: Kevin M. Ostermiller [mailto:kostermiller@twm-inc.com]
Sent: Thursday, January 11, 2018 3:54 PM
To: Chris Kalter
Subject: RE: teasdale bid opening

Chris,

Attached is the Bid Tabulations for Teasdale Avenue. I have someone dropping the bids back off in the morning in case you need them for the Council meeting. Thanks.

Kevin Ostermiller, P.E. | TWM Project Engineer | 314.241.6300 or 314.655.7984 |
www.twm-inc.com

From: Chris Kalter [mailto:ckalter@ucitymo.org]
Sent: Thursday, January 11, 2018 8:06 AM
To: Kevin M. Ostermiller <kostermiller@twm-inc.com>
Subject: RE: teasdale bid opening

Page 1

K-1-5

2 - TWM Recommendation .txt

Thank you. See you later this morning.

Chris Kalter
Project Manager
Department of Public Works and Parks
City of University City
6801 Delmar Blvd
University City, MO 63130
314-505-8548

From: Kevin M. Ostermiller [mailto:kostermiller@twm-inc.com]
Sent: Thursday, January 11, 2018 8:04 AM
To: Chris Kalter
Subject: RE: teasdale bid opening

Chris,

That still is my plan. I will be there to pick up the bid results at that time and will get the bids tabulated and returned to you by the end of the day so the Council can approve Friday.

Kevin Ostermiller, P.E. | TWM Project Engineer | 314.241.6300 or 314.655.7984 | www.twm-inc.com

From: Chris Kalter [mailto:ckalter@ucitymo.org]
Sent: Thursday, January 11, 2018 7:57 AM
To: Kevin M. Ostermiller <kostermiller@twm-inc.com>
Subject: teasdale bid opening

Kevin,

I believe you said you would come by today between 10AM and Noon to pickup the bid results. I need to have an answer by the end of the day, so that I can submit the paperwork to City Council.

Thanks

Chris Kalter
Project Manager
Department of Public Works and Parks
City of University City
6801 Delmar Blvd
University City, MO 63130
314-505-8548



Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: Westgate Ave Improvements – Surface Transportation Program Agreement

AGENDA SECTION: City Manager’s Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

The City of University City applied for federal funds through the Missouri Highways and Transportation Commission and administered by East West Gateway Council of Governments and the Missouri Department of Transportation for improvements to Westgate Ave. These improvements include:

- Milling and resurfacing of existing asphalt pavement.
- Installation of permeable paving system for parking areas.
- Installation of new stop sign and stop bar at the intersection of Clemens Avenue and Westgate Avenue.
- Removal and replacement of damaged sidewalks including curb ramps, marked crosswalks and midblock crossings.
- Bicycle shared-lane pavement markings and Share the Road signage.

The Missouri Department of Transportation requires that the City execute the attached “Missouri Highways and Transportation Commission STP-Urban Program Agreement” between The Federal Highway Administration, Department of Transportation and the City of University City.

The Grant amount is \$932,274.00. Federal participation is 80% of the project cost, and City participation is 20% of the project cost, equivalent to \$233,269.00. The funding will be available for Federal fiscal year 2019 through 2021.

RECOMMENDATION:

City Manager recommends that the attached ordinance be approved by the City Council.

ATTACHMENTS:

1. Missouri Highways and Transportation Commission STP- Program Agreement
2. City’s applicable enabling ordinance

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5402(616)
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of University City, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5402(616) involves:

Milling and resurfacing of existing asphalt pavement. Installation of permeable paving system for parking areas. Installation of new stop sign and stop bar at the intersection of Clemens Avenue and Westgate Avenue. Removal and replacement of damaged sidewalks including curb ramps, marked crosswalks and midblock crossings. Bicycle shared-lane pavement markings and Share the Road signage.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5402(616) by the Commission is within the city limits of University City, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Westgate Avenue from Delmar Boulevard to Olive Boulevard (MO-340).

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of

the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) **FEDERAL-AID PROVISIONS:** Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

(12) **REIMBURSEMENT:** The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 50 percent not to exceed \$932,274. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total

federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5402(616) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
6801 Delmar Boulevard
University City, MO 63130
Facsimile No.: (314)862-0694

- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No.: (573)522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order,

administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF UNIVERSITY CITY

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

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

Ordinance No: _____

Exhibit A - Location of Project

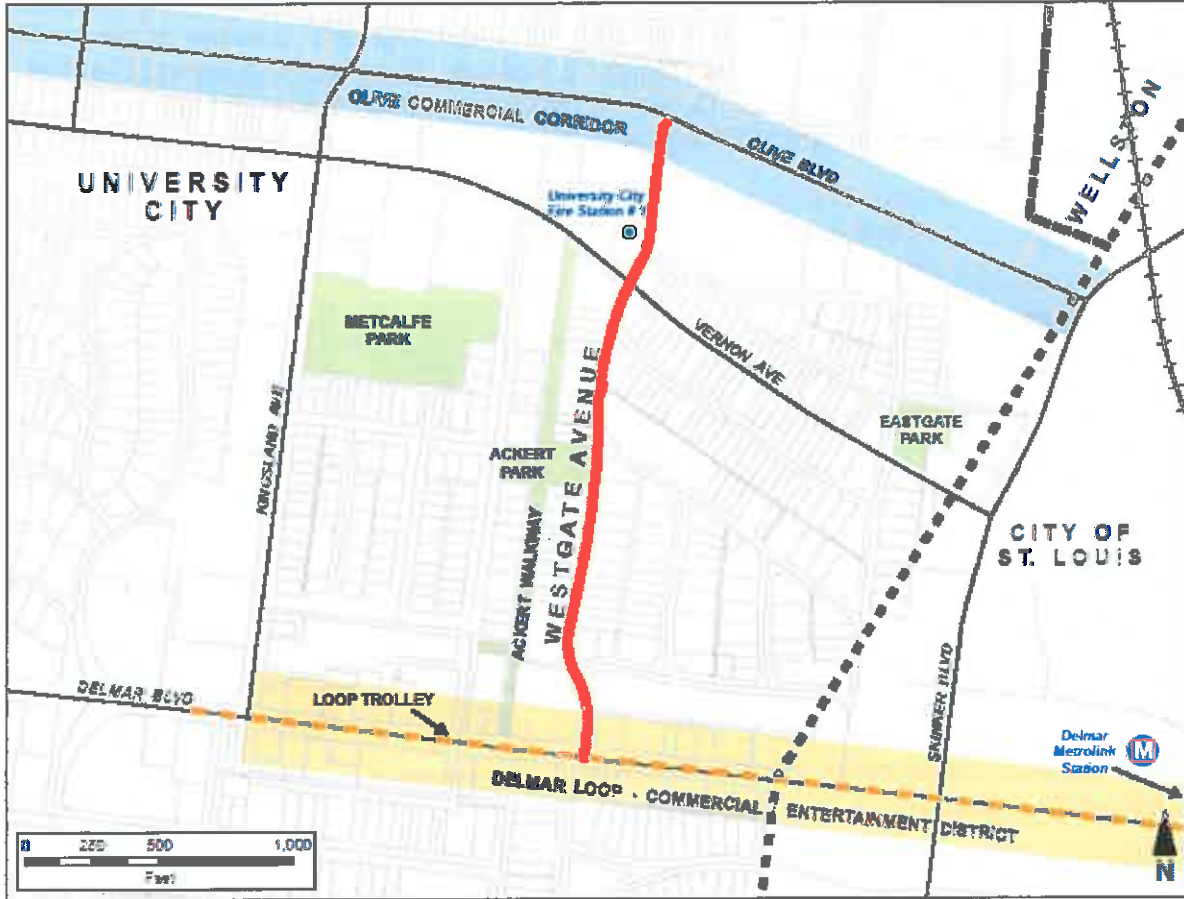


Exhibit B – Project Schedule

Project Description: STP-5402(616)

This project involves milling and resurfacing of existing asphalt pavement. Permeable paving system for parking areas. Installation of new stop sign and stop bar at the intersection of Clemens Avenue and Westgate Avenue. Removal and replacement of damaged sidewalks including curb ramps, marked crosswalks and midblock crossings. Bicycle shared-lane pavement markings and Share the Road signage.

Activity Description	Start Date (MM/YYYY)	Finish Date* (MM/YYYY)	Time Frame (Months)
Receive Notification Letter	09/2017	09/2017	0.0
Execute Agreement (Project sponsor & DOT)	10/2017	10/2018	3.0
Engineering Services Contract Submitted & Approved ¹	10/2018	01/2019	3.0
Obtain Environmental Clearances (106, CE-2, etc.)	01/2019	04/2019	3.0
Public Meeting/Hearing	05/2019	06/2019	1.0
Develop and Submit Preliminary Plans	01/2019	04/2019	3.0
Preliminary Plans Approved	05/2019	06/2019	1.0
Develop and Submit Right-of-Way Plans	06/2019	08/2019	2.0
Review and Approval of Right-of-Way Plans	08/2019	09/2019	1.0
Submit & Receive Approval for Notice to Proceed for Right-of-Way Acquisition (A-Date) ²	10/2019	11/2019	1.0
Right-of-Way Acquisition	12/2019	05/2020	6.0
Utility Coordination	12/2019	05/2020	6.0
Develop and Submit PS&E	06/2020	09/2020	3.0
District Approval of PS&E/Advertise for Bids ³	10/2020	12/2020	2.0
Submit and Receive Bids for Review and Approval	12/2020	02/2021	2.0
Project Implementation/Construction	03/2021	10/2021	7.0

***Note:** the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

****Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.**

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO

obligations within thirty days following their reporting for duty with the contractor.

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size).

The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

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

payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such

laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps,

specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the

department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but

is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to

render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5402(616)
Award Year: 2019
Federal Agency: Federal Highway Administration, Department of Transportation

CITY OF UNIVERSITY CITY

ORDINANCE NO. _____

BILL NO. _____

An Ordinance to authorize the City Manager to execute a contract between the City of University City and the Missouri Highway and Transportation Commission providing for the *Westgate Ave Improvements*.

Be it ordained by the City Council of University City as follows:

Section 1. That the City Manager is hereby authorized to execute on behalf of the City of University City a contract with the Missouri Highway and Transportation Commission providing for the *Westgate Ave Improvements*.

Section 2. That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval. Read three times, passed and approved on the day of _____, 20 _____.

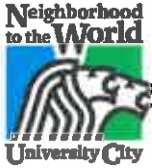
APPROVED AS TO FORM

City Attorney

Mayor

Attest:

City Clerk



Council Agenda Item Cover

MEETING DATE: February 26, 2018
AGENDA ITEM TITLE: Legislative Platform
AGENDA SECTION: City Managers Report
CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The attached City of University City 2018 Legislative Platform is crafted to provide you with the ability to give direction to staff, and provide your position to our Federal and State delegation on current and potential legislative issues. Specifically the platform provides your direction on Revenue and Finance, Governance, Quality Services, and Infrastructure. Guided by this legislative platform staff will take action to influence legislative efforts based on the best interest of the City of University City. I am recommending approval of the City of University City 2018 Legislative Platform.

RECOMMENDATION:

The City Manager recommends approval.

ATTACHMENTS:

- City of University City 2018 Legislative Platform – Requesting Council Approval

**City of University City 2018 Legislative Platform
Requesting Council Approval**

This 2018 Legislative Platform reflects Council's legislative positions and priorities on current or anticipated legislative action at both the state and federal levels. Guided by this legislative platform, staff will take action to influence legislative efforts based on the best interests of the City of University City. Staff will update Council throughout the legislative session while seeking specific feedback on issues of major importance to the City.

2018 State Legislative Platform

I. REVENUE AND FINANCE

- A. The City will oppose legislation that results in the reduction of revenues collected by the City and support legislation that enhances revenue collections.
- Oppose legislation that reduces shared revenues, State Gas Tax, licensing or franchise fees, or any other source of current revenue for the City.
- B. The City will protect its ability to collect and use property taxes in order to properly manage the operations of the City and to manage growth.
- C. The City will support limited legislative corrective action to Development Impact Fee (DIF) law if the corrective action benefits the City's interest and oppose legislation that does not.

II. GOVERNANCE

- A. The City will oppose legislation that reduces the City's local authority and support legislation that strengthens or increases local control.
- Oppose legislation that creates unfunded mandates and burdensome regulations.
 - Oppose legislation that imposes personal liability on Council members for actions taken as part of their official duty, and oppose legislation that increases City liability or requires the City to take on additional indemnity.

III. QUALITY SERVICES

- A. The City will support legislation that enhances or incentivizes economic development within the City and oppose legislation that weakens economic development tools.
- Support legislation that provides alternative financing tools in order to bring economic investments to the City.
 - Support legislation that leverages tax laws in order to bring economic investments to the City.
- B. The City will support legislation that enhances public safety and protection from criminal activity, and oppose any legislation that needlessly reduces public safety or compromises the City's ability to provide public safety and to protect property utilizing its own local authority.
- C. The City will support efforts to increase the ability to provide additional quality parks, recreation and library services and oppose efforts to limit the ability to fund community services.
- Support legislation that allows additional options to participate in cost sharing and to finance municipal recreational infrastructure.
 - Support all aspects of Community Development Block Grants (CDBG).
- D. The City will support legislation that advances responsive and high quality health and human service practices and delivery to people living in and around University City, and oppose legislation that negatively impacts these services.
- Support legislation that brings additional services and cost effective resources to our senior and veteran population.
 - Support legislation that increases health care access to the City's residents.

IV. INFRASTRUCTURE

- A. The City will support legislation that advances the planning, design and completion of transportation infrastructure and oppose legislation that will hinder completion of transportation infrastructure.
- Support legislation that creates additional funding options or revenue sources for transportation infrastructure including private-public partnerships and new revenue streams.

- Support legislation that reduces or repeals unnecessary or redundant regulatory requirements.

B. The City will support legislation that enhances the City’s ability to provide or oversee safe and affordable utility services while protecting the health, safety, and public welfare of the people within the City, and oppose any legislation that needlessly reduces the safety and affordability of utilities or compromises the City’s oversight authority.

V. 2017 FEDERAL LEGISLATIVE PLATFORM

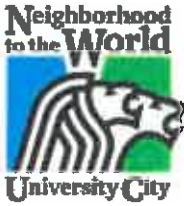
A. The City will seek federal funding for transportation infrastructure projects.

B. The City will advocate for continued federal support of the TIGER Grant or similar transportation program.

C. The City will advocate with the Federal Environmental Protection Agency on issues negatively impacting the City of University City.

VI. STAFF REQUESTED LEGISLATIVE ACTIVITY

Activity	Requesting Department
Support legislation that improves health, wellness, literacy and information access.	City Manager’s Office
Support legislation that enhances the efficiency and effectiveness of law enforcement, while protecting taxpayers and maintaining local authority. <ul style="list-style-type: none"> • Prioritize resources to combat Violent Crime • Federal Sentencing Reform and Reducing Unnecessary Incarceration 	Police



Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: Site Plan approval for a tax-exempt religious institution to re-occupy 8109 Olive Boulevard in the "GC" – General Commercial District

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: Attached is a report and site plan application documents for 8109 Olive Boulevard, which is a re-occupancy of 8109 Olive Boulevard. Sections 400.2595 and 400.2630 of the Zoning Code requires that site plans for tax-exempt religious institutions, among other tax-exempt persons and organizations, proposing to occupy any real property in the City to be reviewed and approved by City Council. In conducting its review, City Council shall consider the staff report and the application to determine if the proposed site plan application meets the requirements of the Zoning Code. No public hearing is required.

The Site Plan Review Procedures as per 400.2610-400.2640 have been followed and include:

1. Submission by Applicant
2. Completeness of Submittal Determined; Acceptance of Application
3. Interdepartmental Distribution of Application to City staff.
 - a. Interdepartmental staff review; preparation of comments.
4. Staff liaison refers application to a commission if appropriate/required.
5. Preparation of report for City Council consideration.
6. *City Council Action – action pending*

The site plan is a professionally prepared graphic and written document that shows how a site will be physically developed. The subject site plan depicts the building, parking, landscaping and other details for a development and building to be used for a restaurant and brewery. The proposed uses are permitted (allowed) in the "GC" Zoning District. Therefore the uses are not subject to further review as they are in compliance. Rather, City Council is being asked to consider whether the proposed application meets the site plan requirements of the Zoning Code.

For its approval, this agenda item would require a motion by the City Council.

Attachments:

- Staff Report
- Site Plan and Application

RECOMMENDATION: City Manager recommends approval with conditions



Department of Community Development

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

STAFF REPORT

MEETING DATE: February 12, 2018

FILE NUMBER: SPR 18-02

COUNCIL DISTRICT: 3

Type of Review: Site Plan

Location: 8109 Olive Boulevard

Property Owner: Lico Properties LLC

Applicant: Marsha H. Hourd on behalf of The Church (Universal)

Requested Action: Site Plan approval for a tax-exempt religious institution to re-occupy 8109 Olive Boulevard in the "GC" – General Commercial District

STAFF RECOMMENDATION

Approval Approval with Conditions Denial

Existing Zoning: "GC" – General Commercial District

Existing Land Use: Two one story buildings (commercial and warehouse spaces) – currently vacant

Proposed Zoning: No change – "GC" District

Proposed Land Use: Daycare Center and Sanctuary Space

Surrounding Zoning and Land Use:

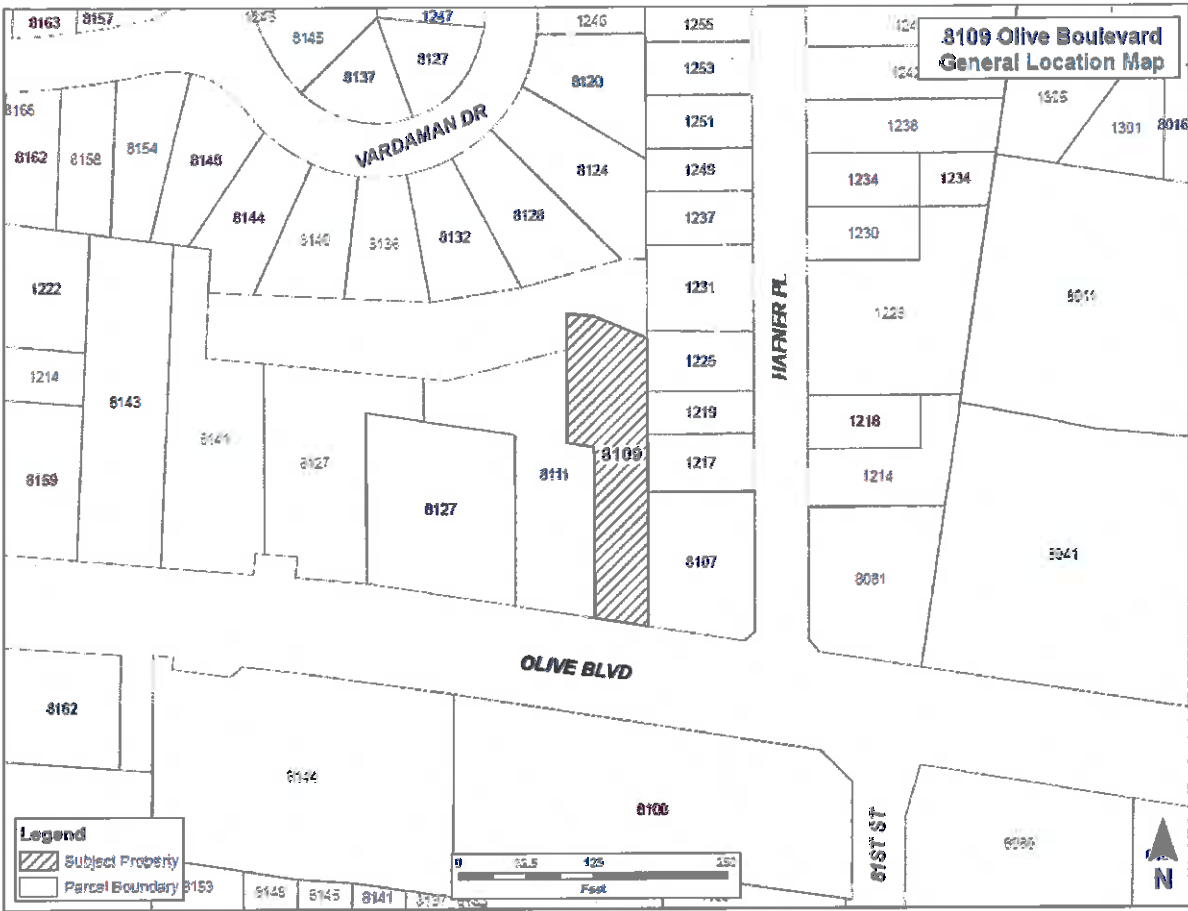
North: SR-Single Family Residential District	Single-family residential
East: GC-General Commercial District	Commercial/retail building
SR-Single Family Residential District	Single-family residential
South: GC-General Commercial District	Retail strip center
West: GC-General Commercial District	Commercial restaurant building

COMPREHENSIVE PLAN CONFORMANCE

Yes No No reference

ATTACHMENTS:

- A. Map
- B. Application documents including site plan and elevation images



Existing Property

The subject property is approximately 0.39 acre in area and is occupied by a vacant one-story commercial building of approximately 1,244 square feet fronting Olive Boulevard and a vacant one-story warehouse building with front office space of approximately 3,223 square feet at the rear of the property. The commercial building was constructed in 1962 and the rear warehouse building was added to the property in 1989. The single curb-cut on the eastern side of the front commercial building provides access between Olive Boulevard and the off-street parking areas between the two buildings. The River Des Peres runs east-west adjacent to the rear (north) of the property.

Applicant's Request

The current request is for Site Plan approval for a tax-exempt religious institution, The Church (Universal), to re-occupy the subject property for use as a daycare facility in the building fronting Olive Boulevard and a sanctuary space with small office area in the rear building. The interior of the existing buildings, approximately 4,467 square feet in total floor area, are proposed for renovations. No additions or exterior modifications to the building are proposed, with the exception of an access ramp for the rear building, nor are any new curb-cuts or changes to the site layout proposed.

Process – Required City Approvals

City Council: Sections 400.2595 and 400.2630 of the Zoning Code requires that site plans for tax-exempt religious institutions, among other tax-exempt persons and organizations, to occupy any real property in the City to be reviewed and approved by City Council. In conducting its review, City Council shall consider the staff report and the application to determine if the proposed site plan application meets the requirements of the Zoning Code. No public hearing is required.

Analysis

[The application and site plan were distributed to City Departments for review and comment. The analysis and staff recommendation sections of this report incorporate interdepartmental comments.]

Daycare facilities and places of worship such as the uses proposed are permitted in the “GC” – General Commercial District. Thus, zoning classification and the proposed use for the subject site are not at issue. Operation of tax-exempt uses such as those proposed requires Site Plan review and approval by City Council. City Council’s review of the site plan is to be as per Section 400.2630 of the Zoning Code and generally includes the site design and circulation, consistency with the Comprehensive Plan and other planning and development policies, parking and compatibility with adjacent properties.

With neither changes to the site design of the existing property nor major modifications to the exterior of the building proposed, it is the opinion of staff that the proposed use would be compatible with the surrounding areas and will not have any detrimental impact on nearby residential and institutional properties or uses.

While eight parking spaces are provided on-site, the minimum off-street parking and loading space requirements set forth in Section 400.2140 of the Zoning Code are satisfied through a parking agreement with 8111 Olive Boulevard, the abutting property to the west. The eight parking spaces required by the Zoning Code for the daycare and office uses are provided on-site. The sanctuary space requires an additional 29 parking spaces per the Zoning Code, although Section 400.2130.B of the Off-Street Parking and Loading Requirements provides an exception for places of worship up to 50 percent of the required parking as long as certain conditions are met. For this property, 28 parking spaces for the sanctuary use are abutting the subject property at 8111 Olive Boulevard. The parking agreement with 8111 Olive Boulevard (Frank and Helen’s Pizzeria) is for use of the parking spaces during the off hours of the abutting restaurant use, which is solely when the parking space will be utilized with the exception of between 6:00pm and 8:00pm on Wednesday evenings. All existing landscaping and fencing will be maintained.

The re-occupancy proposal is consistent with the goals and objectives of the 2005 Comprehensive Plan update.

Public Works & Parks: This department has reviewed the documents related to the referenced floodproofing work plan for the nonresidential development project at 8109 Olive Boulevard. It is requested that our department be notified before permit closure and occupancy for inspection of improvements and its as-built documentation and approval.

Fire Department: After reviewing the application and plans, the only response from the fire department regarding fire safety is the basement is not habitable due to a single exit leading upstairs.

Police Department: No comment.

Staff Recommendation

The proposal complies with all applicable provisions of the Zoning Code and with the Site Plan Review findings of fact as set forth in the Zoning Code. Accordingly, staff recommends approval of the proposed Site Plan.



Department of Community Development

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

APPLICATION FOR SITE PLAN REVIEW FOR: 8109 OLIVE BLVD
Address / Location / Site of Building

1. Zoning District (Check one):
X CC GC HR HRO IC LC LR MR PA PD SR

2. State proposed use: DAYCARE + CHURCH

3. Describe existing premises: PREVIOUSLY A RESTAURANT + WAREHOUSE

4. Describe proposed construction (please attach additional narrative): INTERIOR MODIFICATIONS

5. State applicant's name, address and daytime telephone number: THE CHURCH (UNIVERSAL)
8109 OLIVE BLVD, ST LOUIS, MO 63130 314-662-0953

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

7. State name and address and daytime telephone number of owner, if other than applicant:
LICO PROPERTIES, 1221 BALLAS LN ST LOUIS MO 63131 PHONE: n/a

- 8. Check type of authorization(s) required:
New Development: This does not include single or two-family dwellings. (City Council approval required.)
Substantial Addition: Additions to buildings, or new accessory buildings, when 1) the addition or new accessory building is greater than 25% of the existing principal building; 2) the addition or new accessory building exceeds 1,000 square feet in gross floor area; 3) new curb cuts are required; or 4) when such new construction reduces existing parking or significantly modifies existing on-site circulation (this does not include single or two-family dwellings). (City Council approval required.)
Canopies: Canopies constructed over existing walkways, loading docks, or pump islands, where such new construction reduces existing parking or significantly modifies existing on-site circulation. (City Council approval required.)
Tax Exemption: Person, association, corporation, religious institution, charity or foundation that has been designated by any governmental entity as exempt from payment of any tax levied by the city seeking to purchase or occupy real property in University City per Municipal Code 400.2595. (City Council approval required.)
Amendment: Amendment to any of the above (City Council approval required.)
Olive Boulevard Design Guideline Review (Administrative review required.)
Administrative review for Zoning compliance (for other construction activity that does not meet the above-referenced criteria):

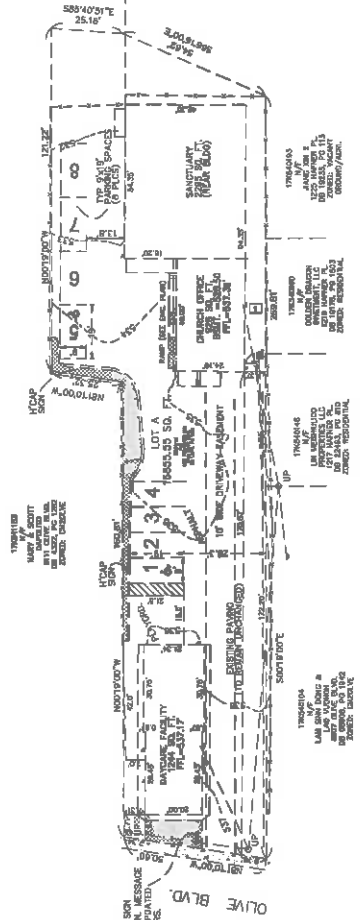
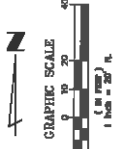
The undersigned hereby makes application for a Site Plan Review and requests the authorization to proceed with the activities described in this application.

Date Applicant's Signature and Title

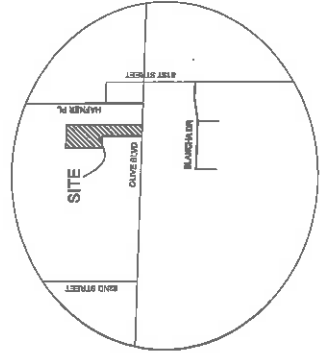
FOR OFFICE USE ONLY

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

LOT A OF DONAHUE'S PLACE ST. LOUIS COUNTY, MISSOURI



SITE PLAN



LOCATOR MAP

REVISION	No.	Date	By	
PROJECT: SITE AND DESIGN THE CHURCH (UNIVERSAL) / LICO PROPERTIES 6108 OLIVE ST. LOUIS, MO 63130 314 662 0853				
ENGINEER: EXECUTIVE ENGINEERING 4432 COTTAGE GROVE HOUSE SPRINGS, MO 63049 PHONE: 314 623 1864 FAX: 636 6711060				
FLOOD PROOFING SITE PLAN				Scale Sheet C-1 of 1

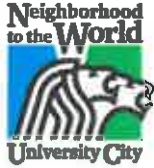
INDEX OF CONTENTS:	PAGE
COVER SHEET/SITE PLAN	A-1
DAYCARE & CHURCH MODIFICATIONS	A-2
CHURCH PLAN VIEW MODIFICATIONS	A-3

SITE PLAN NOTES:

1. OWNER: **LICO PROPERTIES**
10211 BALLAN LAY
ST. LOUIS, MO 63131
2. LICENSEE OF THE PROJECT: **THE CHURCH (UNIVERSAL)**
810 OLIVE
ST. LOUIS, MO 63110
PHONE: 314 662 0853
3. PROPOSED RANGE OF BUILDING ON SITE: A. FRONT BUILDING - DAYCARE B. REAR BUILDING - CHURCH SANCTUARY AND OFFICES. SITE APPLICATION FOR A CONDITIONAL USE PERMIT. NO ADDITIONS OR ALTERATIONS WILL BE ALLOWED TO THESE EXISTING BUILDINGS EXCEPT FOR A HIGH ACCESSIBLE RAMP TO THE SANCTUARY BUILDING AS SHOWN.
4. ALL EXISTING CURBS, SIDEWALKS, DRIVEWAYS AND DRIVEWAYS TO BE REMOVED AND RECONSTRUCTED PER CITY ORDINANCES. EXISTING SIDEWALKS AND DRIVEWAYS TO BE RECONSTRUCTED WITH 4" CONCRET AND 6" ASPHALT FILLER PER CITY ORDINANCES. EXISTING SIDEWALKS AND DRIVEWAYS TO BE RECONSTRUCTED WITH 4" CONCRET AND 6" ASPHALT FILLER PER CITY ORDINANCES.
5. EXISTING SIDEWALKS AND DRIVEWAYS TO BE RECONSTRUCTED PER CITY ORDINANCES. EXISTING SIDEWALKS AND DRIVEWAYS TO BE RECONSTRUCTED WITH 4" CONCRET AND 6" ASPHALT FILLER PER CITY ORDINANCES.
6. EXISTING SIDEWALKS AND DRIVEWAYS TO BE RECONSTRUCTED PER CITY ORDINANCES. EXISTING SIDEWALKS AND DRIVEWAYS TO BE RECONSTRUCTED WITH 4" CONCRET AND 6" ASPHALT FILLER PER CITY ORDINANCES.
7. ALL EXTERNAL LIGHTING TO REMAIN UNCHANGED.
8. NO EXISTING CHANGES TO THE BUILDING WILL BE MADE EXCEPT FOR WHAT IS REQUIRED FOR FLOODPROOFING. THESE CHANGES ARE NOTED ON THE FLOODPROOFING DRAWINGS AND REPORT.

GENERAL NOTES:

1. GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL VERIFY EXISTING FIELD CONDITIONS PRIOR TO THE START OF WORK. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER OF ANY OMISSIONS, DISCREPANCIES, MAJOR CONFLICTS OR FIELD CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE THE SUBCONTRACTOR WORK WITH THE PROJECT DOCUMENTS. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER OF ANY OMISSIONS, DISCREPANCIES, MAJOR CONFLICTS OR FIELD CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK.
3. THE GENERAL CONTRACTOR SHALL COORDINATE THE WORK OF ALL SUBCONTRACTORS WITH THE GENERAL CONTRACTOR AND THE OWNER. THE GENERAL CONTRACTOR SHALL NOTIFY THE OWNER OF ANY OMISSIONS, DISCREPANCIES, MAJOR CONFLICTS OR FIELD CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK.
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Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: 7000 Block of Kingsbury Blvd.
Residential Permit Parking

Area AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a petition to create a Residential Permit Parking Area in the 7000 Block of Kingsbury Boulevard., between Big Bend Blvd and Williams Ave.

According to the Municipal Code Section 355.030 Residential Parking Permit Plan, parking on public streets within residential neighborhoods may be restricted to the residents along not more than three (3) blocks of a street if the street is within two (2) blocks of Washington University or another municipality's boundary and if the problems caused by non-resident parking on the block are chronic and well documented.

The petition submitted by property owners at 7012 Kingsbury Boulevard documents the parking problems on both sides of the 7000 block of Kingsbury Blvd, and requests to restrict parking for residents on the both sides of the block.

The signatures in the petition exceeded the minimum requirement. The petition was signed by 78% of the affected households. Restricted hours are not to exceed twelve (12) hours daily. Proposed hours are from 8 am to 8 pm, Monday through Friday.

The Traffic Commission reviewed this request at their January 10, 2018 meeting and recommended approval of this petition to alleviate a reoccurring parking problem existing in this residential arterial road within University City by the City Council.

RECOMMENDATION:

The City Manager recommends approval of the request, based on the parking issues documented and submitted to the City through the petition attached, and compliance with the requirements outlined on the University City Municipal Code section 355.030; thus amending the Traffic Code Schedule III-D Residential Permit Parking Areas to add both sides of Kingsbury Boulevard., between Big Bend Blvd and Williams Ave.

ATTACHMENTS:

- Bill amending Schedule III-D Residential Permit Parking Areas
- Staff Report
- Petition submitted affected property owners of the 7200 block of Lindell Boulevard

INTRODUCED BY:

DATE: February 12, 2018

BILL NO: 9350

ORDINANCE NO.

AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN.

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

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

Section 2. Schedule III of the University City Municipal Code is hereby amended to add both sides of Kingsbury Boulevard from Big Bend Boulevard to Williams Avenue where the City has designated as a Residential Permit Parking Area, to be edited to the Traffic Code as the "Schedule" – Schedule III, as follows:

Traffic Schedules

Schedule III: Parking Restrictions

Table III-D Residential Permit Parking Areas

The following areas are "Residential Permit Parking Areas" and are regulated as set forth in section 355.030 of this Code:

Street	Block	Scope
Kingsbury	7000	Both Sides

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

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

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

PASSED THIS _____ day of _____ 2018

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-

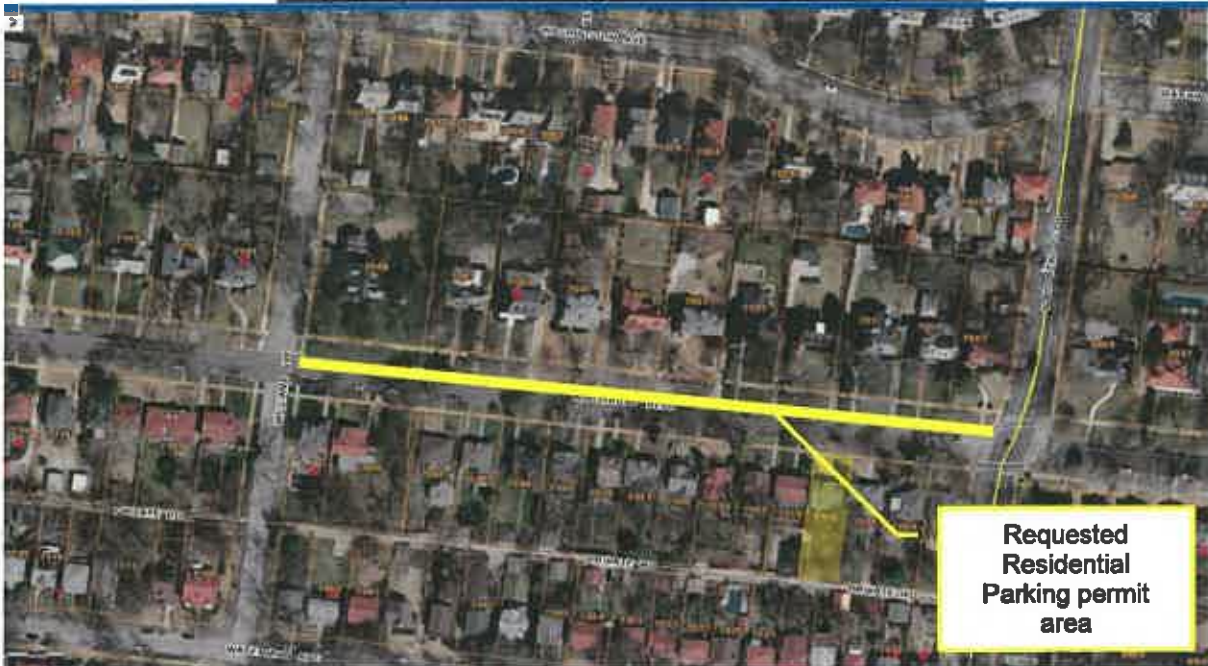
8560, Fax: (314) 862-0894

STAFF REPORT

MEETING DATE: January 10, 2018
APPLICANT: Gail and Robert Milder – 7012 Kingsbury Boulevard
Location: 7000 Kingsbury Boulevard - Between Big Bend Boulevard and Williams Avenue
Request: Residential Parking Permit request
Attachments: Traffic Request Form

Existing Conditions:

Kingsbury Blvd from Big Bend Blvd to Williams Ave



At the December 13, 2017 Traffic Commission meeting, a motion was passed to request a petition for the Residential Parking Permit.

Implement a Residential Parking Permit System in the 7000 block of Kingsbury I Blvd between Big Bend Blvd and Williams Ave on both sides of the street (per the Traffic Commission recommendation from December 2017).

Residential parking only from 8 a.m. to 8 p.m., every day of the week. This restriction matches the hours and days of adjacent streets.

The petition submitted included signatures from 21 property owners, out of 27 properties in the requested area. This constitutes 77.7% of property owners in agreement.

Conclusion/Recommendation:

City Staff recommends that the Traffic Commission approve the petition as presented system.



Department of Public Works and Parks

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

TRAFFIC REQUEST FORM

LOCATION OF REQUEST:

7000 block of Kingsbury Blvd.

STATE THE NATURE OF YOUR REQUEST:

We request that the city institute Residential Permit Parking on the 7000 block of Kingsbury Blvd from 8 am - 8 pm, Monday through Friday. The city has already instituted Residential Permit Parking on weekdays to protect the 7000 blocks of Westmoreland, Maryland, Lindell, Forsyth, Northmoor, Pershing, and Waterman. Consequently, university students and faculty and MetroLink commuters are using the 7000 block of Kingsbury for all-day parking, much to the inconvenience of local residents. We request

the same protection already provided by the city to other streets in close proximity to the University and the MetroLink stop.

WHAT ACTION ARE YOU REQUESTING THAT THE CITY TAKE CONCERNING YOUR

REQUEST? We request that the city post signs on the 7000 block of Kingsbury stating No Parking [the No Parking symbol] 7000 block of Kingsbury Blvd., 8 am to 8 pm Monday - Friday except by Residential Permit. The signs would be similar to those

currently posted on the 7000 blocks of Westmoreland, Maryland, Lindell, Forsyth, and Northmoor, though with somewhat different restricted hours.

Residents of the 7000 block of Kingsbury would receive (free of charge) parking stickers for their vehicles and a small number of parking tags

to provide to guests and/or vehicles providing services to their property.

WHAT IMPACT WOULD THE ACTION HAVE ON ANY ADJACENT RESIDENTS OR

STREETS? None that we can foresee

NOTE: THIS PETITION SHOULD BE SIGNED BY AT LEAST SEVENTY-FIVE (75%) PERCENT OF THE PROPERTY OWNERS ADJACENT TO THE BLOCK OF THE PUBLIC STREET INVOLVED.

NAME: Gail and Robert Milder

ADDRESS: 7012 Kingsbury Blvd.

PHONE (HOME): 314-725-0829

PHONE (WORK):

Email: gail.milder@sbcglobal.net

Date: December 21, 2017

Please return the completed form to the Public Works and Parks Department, 3rd floor of City Hall, attention Errol Tate, Public Works Liaison of the Traffic Commission, via email at etate@ucitymo.org.

Or, by mail/fax: Traffic Commission
C/O Public Works Department
6801 Delmar Blvd. 3rd Floor
University City, MO 63130
(314) 505-8560
(314) 862-0694 (fax)



Department of Public Works and Parks
 6901 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8560, Fax: (314) 862-0694

PETITION FOR STREET CLOSURE

Block: 7000 Name of Street: Kingsbury
 Hours restricted: Monday - Friday 8am - 8pm

NAME (PRINTED)	SIGNATURE	ADDRESS
CLARE SCHULTZ	<i>[Signature]</i>	7016 KINGSBURY
Stacey Murphy	<i>[Signature]</i>	7016 Kingsbury
ROBERT MILDRE	<i>[Signature]</i>	7012 Kingsbury
Gail Milder	<i>[Signature]</i>	7012 Kingsbury
SUSAN DAVIS-MCCARTER	<i>[Signature]</i>	7064 KINGSBURY
ROBERT MCCARTER	<i>[Signature]</i>	7064 Kingsbury
Debbie Kemp	<i>[Signature]</i>	7028 Kingsbury
Pam Forster	<i>[Signature]</i>	7020 Kingsbury
Duane Turpin	<i>[Signature]</i>	7057 Kingsbury
Mick Turpin	<i>[Signature]</i>	7057 Kingsbury
VICTORIA GONZALEZ	<i>[Signature]</i>	7044 KINGSBURY BLVD
STEVE WALKER	<i>[Signature]</i>	7044 KINGSBURY BLVD
Sidney J. Reedy	<i>[Signature]</i>	7027 Kingsbury
Rodolfo Panuello	<i>[Signature]</i>	7024 Kingsbury
Bruce Forster	<i>[Signature]</i>	7020 Kingsbury
AMIK BAKER	<i>[Signature]</i>	7069 Kingsbury
JESSICA MILNER	<i>[Signature]</i>	7009 KINGSBURY



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

PETITION FOR STREET CLOSURE

Block: 7000 Name of Street: Kingsbury Blvd.
 Hours restricted: Monday - Friday 8am - 8pm

NAME (PRINTED)	SIGNATURE	ADDRESS
WARD SHAW	<i>Ward Shaw</i>	7001 Kingsbury Blvd, U City
Mike Lee (500)	Mike Lee	7000 Kingsbury Blvd
Barbara Stulac	<i>Barbara Stulac</i>	7032 Kingsbury
Angela Stulac	Angela Stulac	7040 Kingsbury
Shawn Goulet	<i>Shawn A Goulet</i>	7030 Kingsbury Blvd
Jill Cumming	<i>Jill Cumming</i>	7004
X Wendy Geraty	<i>Wendy Geraty</i>	7135 Kingsbury Blvd
MARC TOURVILLE	<i>Marc T. Tourville</i>	7017 KINGSBURY BLVD
Bryant Kelly	<i>Bryant Kelly</i>	7028 Kingsbury Blvd



Department of Public Works and Parks

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

PETITION FOR STREET CLOSURE

Block: 7000 Name of Street: Kingsbury Blvd
Hours restricted: Monday - Friday 8am - 8pm

Table with 3 columns: NAME (PRINTED), SIGNATURE, ADDRESS. Contains handwritten entries for George Durko and George Nicholas.

7000 block of Kingsbury Blvd: Signatures as of 1-3-18

7000	George Nicholas
7001	Ward Shaw & Melissa Maddox
7004	Jill Cumming
7008	Brigitte Kelly
7009	Jessica & Andrew Millner
7012	Gail & Robert Milder
7016	Stacey Murphy & Clark Schultz
7017	Marc Tourville
7020	Bruce & Pam Forster
7024	Rodolfo Manuelli
7028	James & Debra Kemp
7029	George & Nicole Durko
7032	George & Barbara Stulac
7036	Shawn & Chris Goulet
7037	Sidney & Judith Reedy
7040	Renee & Gregory Van Staverr
7044	Steve Welker & Vicki Gonzalez
7057	Frederick & Margaret Turpin
7064	Robert McCarter & Susan Davis-McCarter
7066	Michael & Sara Stein
7069	Cindy & Dan Berger



Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: Text Amendments to Section 400.2010.B.2 of the University City Zoning Code relating to location of parking areas

AGENDA SECTION: Unfinished Business

COUNCIL ACTION: Passage of Ordinance required for Approval

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: The zoning code requires that off-street parking be provided on the same zoning lot as occupied by the use or building to which it is appurtenant. If there are practical difficulties in satisfying this requirement and/or if the public safety and convenience would be adequately served by another location, the Zoning Code permits an alternate location to be used subject to certain conditions.

A text amendment is being proposed to create another option for allowing parking requirements to be met "off-site". In considering this matter, Plan Commission reviewed five options drafted by the City Attorney in consultation with the City Manager and staff. By a vote of 5-1, Plan Commission recommended approval of an option that would allow off-site parking if "*...the off-site parking spaces are in a parking structure having at least 100 parking spaces and a conditional use permit for the off-site parking area is approved by the City Council under the procedure in Article XI, Conditional Uses.*"

Staff recommends this text amendment, with one change: "*...the off-site parking spaces are in a parking structure having at least ~~100~~ 200 parking spaces and a conditional use permit for the off-site parking area is approved by the City Council under the procedure in Article XI, Conditional Uses.*" The attached draft ordinance reflects the staff recommendation.

This agenda item requires a public hearing at the City Council level and passage of an ordinance. The first reading should take place on February 12, 2018. The public hearing, and second and third readings and passage of the ordinance could occur at the subsequent February 26, 2018.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: Draft Ordinance

RECOMMENDATION: The City Manager recommends approval of this text amendment.



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3188

February 6, 2018

Ms. LaRette Reese
City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Text Amendment – Section 400.2010 Parking Areas

Dear Ms. Reese,

At its regular meeting on January 31, 2018 at 6:30 pm in the Heman Park Community Center, 975 Pennsylvania Avenue, the Plan Commission considered the above referenced zoning text amendment.

By a vote of 5 to 1, the Plan Commission recommended approval of the request as per the attached document.

Sincerely,

Cirri Moran, Chairperson
University City Plan Commission

**DRAFT TEXT AMENDMENT RECOMMENDED BY PLAN COMMISSION
(CHANGES APPEAR IN BOLD ITALICS)**

Section 400.2010_Location of Parking Areas.

A. All required off-street parking shall be provided on the same zoning lot occupied by the use or building to which it is appurtenant, except as provided for below.

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

1. If parking is to be located elsewhere than on the lot on which the principal use is located, then the "off-site" property to be utilized for parking shall be in the same possession (either by deed, or by easement, or long-term lease which has a term equal to or exceeding the projected life or term of lease of the facility) as the owner of the principal use. In addition, the owner of property used for off-site parking shall be bound by covenants filed in the office of the St. Louis County Recorder of Deeds, requiring such owner, successors, assigns to maintain the required number of off-street parking spaces during the existence of such principal use utilizing the property for parking.

2. Such off-site parking areas shall be located not more than one-thousand (1,000) feet from the nearest primary entrance to the principal building being served, provided the lot, for which off-site parking is to be provided, is located in a zoning district that permits a parking lot or structure as a principal use, or ***the off-site parking spaces are in a parking structure having at least 100 parking spaces and a conditional use permit for the off-site parking area is approved by the City Council under the procedure in Article XI, Conditional Uses.*** In addition, such off-site parking areas shall not be located so as to cause persons to cross an arterial street to get from said parking area to the principal use which it serves unless such off-site parking area is located within five-hundred (500) feet of a signalized intersection. For purposes of this paragraph, arterial streets consist of Delmar, Olive, and Hanley. Such off-site parking areas shall not be located so as to cause persons to cross I-170 to get from said parking area to the principal use which it serves.

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

INTRODUCED BY: _____

DATE: _____

BILL NO.: 9351

ORDINANCE NO.: _____

AN ORDINANCE AMENDING CHAPTER 400, ARTICLE VII, SECTION 400.2010 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO THE ZONING CODE, OFF-STREET PARKING AND LOADING REQUIREMENTS, LOCATION OF PARKING AREAS.

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

Section 1. Chapter 400, Article VII, Section 400.2010 of the University City Municipal Code, relating to the Zoning Code, off-street parking and loading requirements, location of parking areas, is hereby amended by repealing Section 400.2010 and enacting in lieu thereof a new Section 400.2010, which shall read as follows, with the new language highlighted:

Section 400.2010. Location of Parking Areas.

A. All required off-street parking shall be provided on the same zoning lot occupied by the use or building to which it is appurtenant, except as provided for below.

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

1. If parking is to be located elsewhere than on the lot on which the principal use is located, then the "off-site" property to be utilized for parking shall be in the same possession (either by deed, or by easement, or long-term lease which has a term equal to or exceeding the projected life or term of lease of the facility) as the owner of the principal use. In addition, the owner of property used for off-site parking shall be bound by covenants filed in the office of the St. Louis County Recorder of Deeds, requiring such owner, successors, assigns to maintain the required number of off-street parking spaces during the existence of such principal use utilizing the property for parking.

2. Such off-site parking areas shall be located not more than one-thousand (1,000) feet from the nearest primary entrance to the principal building being served, provided the lot, for which off-site parking is to be provided, is located in a zoning district that permits a parking lot or structure as a principal use or the off-site parking spaces are in a parking structure having at least two hundred (200) parking spaces and a conditional use permit for the off-site parking area is approved by the City Council under the procedure in Article XI, Conditional Uses. In addition, such off-site parking areas shall not be located so as to cause persons to cross an arterial street to get from said parking area to the principal use which it serves unless such off-site parking area is located within five-hundred (500) feet of a signalized intersection. For purposes of this paragraph, arterial streets consist of Delmar, Olive, and Hanley. Such off-site parking areas shall not be located so as to cause persons to cross I-170 to get from said parking area to the principal use which it serves.

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

Section 2. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED and ADOPTED this ____ day of February, 2018.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: Resolution Convening the Tax Increment Financing Commission of the City of University City, Missouri, Authorizing the Distribution of a Request for Proposals, and Authorizing Certain Actions Connected Therewith.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: This Resolution is in furtherance of the City's intent to encourage the redevelopment of a multi-parcel site in the northwestern portion of the City generally located at the intersection of Olive Boulevard and I-170. In March 2017, the City issued a Request for Proposals ("RFP") for the area. One response was received and the City continues to evaluate the proposal and various implications. Public financing, specifically tax increment financing (TIF), will be requested for the redevelopment project.

Several formal actions in accordance with Sections 120.300 to 120.340 of the University City ordinances and the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.875 of the Revised Statutes of Missouri, as amended (TIF Act) must be completed by the City to proceed with the TIF request. The subject Resolution will authorize the following:

1. **Convene a TIF Commission.** The TIF Commission shall be comprised of twelve (12) members to be appointed in accordance with the TIF Act:
 - (a) Six members appointed either by the county executive or presiding commissioner;
 - (b) Three members appointed by the cities, towns, or villages in the county which have tax increment financing districts in a manner in which the chief elected officials of such cities, towns, or villages agree;
 - (c) Two members appointed by the school boards whose districts are included in the county in a manner in which the school boards agree; and
 - (d) One member to represent all other districts levying ad valorem taxes in the proposed redevelopment area in a manner in which all such districts agree.

The City will provide notice to the applicable taxing districts and request appropriate appointments. Each authority shall appoint members to the commission within thirty days after the City provides proper written notice.

2. **Issue a Request for Proposals for the TIF redevelopment area.** The TIF boundaries have changed since the March 2017 RFP was issued. A revised RFP reflecting the expanded boundaries must be disseminated.

ATTACHMENT:

- Resolution

RECOMMENDATION: Approval

RESOLUTION NO. 2018-3

A RESOLUTION CONVENING THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF UNIVERSITY CITY, MISSOURI, AUTHORIZING THE DISTRIBUTION OF A REQUEST FOR PROPOSALS, AND AUTHORIZING CERTAIN ACTIONS CONNECTED THEREWITH.

WHEREAS, the City has established the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission"); and

WHEREAS, the City Council wishes to convene the TIF Commission for the purpose of considering a new tax increment financing redevelopment plan for an area generally bounded by I-170 on the west, the City limits to the north and east and Olive Boulevard (inclusive of commercial property on both the north and south sides of the road) on the south (the "Redevelopment Area"); and

WHEREAS, the City Council desires to disseminate a request for proposals for the Redevelopment Area in accordance with the applicable City ordinances and the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act");

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

Section 1. The TIF Commission is hereby convened for the purpose of considering a tax increment financing redevelopment plan for the Redevelopment Area. The City Clerk is hereby directed to provide notice to the applicable taxing districts that the TIF Commission has been convened and to request that such taxing districts make the appropriate appointments to the TIF Commission.

Section 2. The City's staff is hereby directed to prepare, publish and distribute a request for proposals for the proposed tax increment financing redevelopment plan in the manner required by the applicable City ordinances and the TIF Act.

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

PASSED and RESOLVED this ____ day of February, 2018.

Mayor

ATTEST:

City Clerk



Council Agenda Item Cover

MEETING DATE: February 26, 2018

AGENDA ITEM TITLE: An Ordinance Amending Section 120.300 of the University City Municipal Code Regarding the Tax Increment Financing Commission of the City of University City, Missouri

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW: In 2008, the Missouri General Assembly amended the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the TIF Act) to alter the manner in which Tax Increment Financing (TIF) Commissions were appointed by cities, towns and villages located in a county with a charter form of government and with more than one million inhabitants.

The attached amendment to *Section 120.300 Establishment of TIF Commission; Terms of Office* will ensure the City's code is consistent with the TIF Act, as amended.

The first reading should occur on February 26, 2018, and the second and third reading and ordinance adoption should occur on March 12, 2018.

ATTACHMENT:

- Ordinance

RECOMMENDATION: Adoption

INTRODUCED BY:

DATE:

BILL NO. 9352

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 120.300 OF THE UNIVERSITY CITY MUNICIPAL CODE REGARDING THE TAX INCREMENT FINANCING COMMISSION OF THE CITY OF UNIVERSITY CITY, MISSOURI.

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"), authorizes municipalities to undertake redevelopment projects in blighted, conservation or economic development areas, as defined in the TIF Act; and

WHEREAS, in 2008, the Missouri General Assembly amended the TIF Act to alter the manner in which tax increment financing commissions are appointed in cities, towns and villages located in a county with a charter form of government and with more than one million inhabitants (the "2008 Amendment"); and

WHEREAS, at the time the 2008 Amendment was enacted, St. Louis County was a charter county with a population of more than one million inhabitants; and

WHEREAS, Section 120.300 of the University City Municipal Code provides for appointments to the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission") in the manner described in the 2008 Amendment; and

WHEREAS, the most recent U.S. Census information indicates that the population of St. Louis County is now below one million inhabitants, which has created uncertainty regarding the 2008 Amendment's applicability to the TIF Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNIVERSTIY CITY, MISSOURI, AS FOLLOWS:

Section 1. Amendment of Section 120.300. Section 120.300 of the University City Municipal Code is hereby amended to read as follows:

Establishment of TIF Commission; Terms of Office. There is hereby established the Tax Increment Financing Commission of the City of University City, Missouri (the "TIF Commission"). The members of the TIF Commission shall be appointed and shall serve terms in the manner described in Section 99.820 of the Revised Statutes of Missouri, as amended.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED and ADOPTED THIS ____ DAY OF _____, 2018.

MAYOR

(Seal)

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Storm Water Task Force
6801 Delmar Boulevard. University City, Missouri 63130. Phone: (314) 505-8560. Fax:

CITY OF UNIVERSITY CITY MINUTES OF THE Stormwater Task Force February 6, 2018

1. Call to Order

The fourth regular meeting of the Stormwater Task Force was called to order at 6:30 PM by Co-Chair John Tieman on Tuesday, February 6, 2018. The meeting site was the Heman Park Community Center on Pennsylvania Ave.

2. Attendance-Roll Call

The following members were present: Garry Aronberg, Bob Criss, Tim Cusick, Mark Holly, Eric Karch, Angelika Mueller, Gloria Nickerson, John Tieman, Eric Stein, Linda Sharpe-Taylor, Rosalind Williams.

Also in attendance were the following City officials: Paulette Carr (City Councilmember), Chris Kalter (Project Manager, Public Works Department), Sinan Alpaslan, PE, (Public Works Director), Mark Zaiantz (Code Enforcement).

3. Agenda

The agenda below was accepted without objection:

1. Roll Call
2. Approval of Minutes from January 2, 2018 meeting
3. Reports
 - 3.1. Neighboring Communities Continued - ordinances
4. Unfinished Business
 - 4.1. List of issues
 - 4.1.1. Early warning of floods;
 - 4.1.2. Identify larger storm water sources;
 - 4.1.3. Identify agencies that can assist us in developing storm water solutions and funding.
 - 4.2. Committee Assignments
 - 4.3. Survey Status
5. New Business
6. Adjournment

4. Minutes

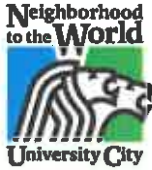
Messrs. Karch and Stein moved and seconded, respectively, that the minutes as shown in the DropBox and distributed at this meeting be accepted. By voice vote the minutes were accepted.

5. Neighboring Committee Report

For the Neighboring Committee, Messrs. Karch and Aronberg summarized key points shown on the committee's summary table that was distributed during the meeting and attached to these minutes.

1. Most ordinances address new construction or extensive remodeling on a site.
2. Neighboring communities allow variances.
3. Neighboring communities allow the City Engineer or Public Works director to require more stringent stormwater protection when downstream properties would be significantly damaged by ordinary stormwater protection efforts.

A brief discussion followed.



Storm Water Task Force
6801 Delmar Boulevard. University City, Missouri 63130. Phone: (314) 505-8560. Fax:

6. Committee Assignments

Chairman John Tieman asked for volunteers to staff committees to explore options and report to the Task Force for further discussion. The committees and corresponding volunteers are listed below:

Stormwater Ordinances: Tim Cusick, Bob Criss, John Tieman. (timcusick@hotmail.com, criss@wustl.edu, jstieman@aol.com).

Identify Stormwater Sources and Prioritization Methods: Gloria Nickerson, Garry Aronberg, Linda Sharpe-Taylor, Mark Holly, Angelika Mueller, Rosalind Williams (gnultimate@sbcglobal.net, garonberg@sbcglobal.net, lstaylor58@gmail.com, mkholly.mh@gmail.com, amuellerowry@gmail.com, mochacarob@gmail.com)

Early Warning: Mark Holly, Eric Stein, Garry Aronberg (mkholly.mh@gmail.com, emstein1114@yahoo.com, garonberg@sbcglobal.net).

Funding: Eric Karsh, Tim Cusick, Garry Aronberg (ericikarch@gmail.com, timcusick@hotmail.com, garonberg@sbcglobal.net).

7. Survey Status

Mark Holly reported on the status of the survey. It is now active as a Survey Monkey on the City's website. Discussion followed regarding publicity and distributing the survey:

- Paulette Carr will discuss it in her newsletter.
- Suggestions that staff will consider include adding a banner to the website direction readers to the Survey monkey, publicity box in Roars, publicity on the electronic sign boards, publicity box in School District newsletter, placing paper copies at Centennial Commons.

8. New Business

No new business was discussed

9. Next Meeting

Our next meeting will be the Tuesday, March 6, 2018, at 6:30 PM in the Community Center on Pennsylvania Ave in Heman Park.

10. Adjournment

By consensus the meeting was adjourned at approximately 8:00 PM.

Minutes were prepared by Garry Aronberg.

C:\Users\Garry\Dropbox\UCity Stormwater Taskforce\Minutes\20180206SWtaskForceMinDraft.docx

<https://www.dropbox.com/home/UCity%20Stormwater%20Taskforce/Minutes?preview=20180206SWtaskForceMinDraft.docx>



Storm Water Task Force
 6801 Delmar Boulevard, University City, Missouri 63130. Phone: (314) 505-8560. Fax:

Neighboring Communities Ordinance Report

What are the features of our neighbors stormwater ordinances?	MSD	St. Charles	Saint Peters, MO	Town & Country	Ladue	Maplewood	Cave Court	Clayton	St. Charles	Webster Groves
Water quantity more stringent than MSD				Y For new construction, 15-yr 20 min post-development curfew. All other pre-development curfew. Detain 100% of design storm runoff (415.105). Protect neighbors from erosion by project excused (reduced flow, fill bank, structures, etc.) (415.110).			Threshold > 2000 of land disturbance (425.020 J1.2) No adverse effect on neighbors and downstream conveyance systems (creeks) (volume, direction, velocity, intensity of stormwater runoff). Pre-design meetings with City is required. Design storm = 15-yr 20-min rainfall intensity.	Y		Y For new construction, 15-yr 20 min post-development curfew. Detain 100% of design storm runoff. All impervious area has area threshold. (415.105 & 415.110).
Water quantity same as MSD	Y							Y	Y	Y
Water quality more stringent than MSD							Land disturbance can not materially change runoff pattern and prevent silt from leaving site (425.040 B) (425.110.A). For more than 2000 sf or for STL County Sed & Erosion Control Manual other streams setback = 25 ft (425.040.A)	Sediment & erosion control required for projects > 5000 SF. Reference to STL County Sed & Erosion Control Manual	NO	
Construction stormwater pollution prevention same as MSD								Y		
Outlets										Roof drainage, sump pumps, discharges can not negatively impact neighbor. Direct stormwater away from buildings and property lines
No rise in floodway								Y		
Building services protected from flood damage								Y		
Procedural structure 1 ft above BFE								Y		
Non-structural structure 1 ft above BFE or floodproofed								Y		
Partial areas below BFE have vents								Y		
Address limit (development projects < 1 acre)								Y		
No projects in runoff allowed from site								Y		
Owners must maintain detention basins rather than City								Y		

