



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, August 13, 2018
6:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS
 - 1. Pastor Middleton 7th Pastoral Anniversary
- E. APPROVAL OF MINUTES
 - 1. June 18, Study Session minutes
 - 2. June 25, Regular Session minutes
 - 3. July 9, Regular Session minutes
 - 4. July 14, Special Session minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS
 - 1. Mary Gorman is **reappointed** to Green Practices for a full first term by Councilmember Cusick
 - 2. Sandy Jacobson and Robert Klahr are **reappointed** to the Historic Preservation Commission for a second term by Councilmember Cusick
 - 3. Rubina McCadney is **reappointed** to the Library Board for a second term by Councilmember Cusick
 - 4. Karl Reid is **nominated** to the Senior Commission as **fill in** replacing Mary Hart's expired seat by Councilmember Cusick.
- G. SWEARING IN to BOARDS & COMMISSIONS
 - 1. Jerrold Lander was sworn in the Library Board in the Clerk's office on July 9, 2018.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)
- I. PUBLIC HEARINGS
- J. CONSENT AGENDA – Vote Required
 - 1. Edward Byrne Assistance Grant (JAG) FY2018
 - 2. Network Disaster Recovery Support
 - 3. Auditing Services – Hochschild, Bloom and Company
 - 4. FY18-20 Proposed Work Plan
- K. CITY MANAGER'S REPORT
 - 1. Honorary Street Name Designation – 8200 block of Paramount
(DISCUSSION AND DIRECTION)
- L. UNFINISHED BUSINESS
 - BILLS*
 - 1. **BILL 9360** – AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY.

**M. NEW BUSINESS
RESOLUTIONS**

1. **Resolution 2018-11** – Fogerty Park Grant Application

BILLS

2. **BILL 9361** - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (Residential Permit Parking - 6600 Kingsbury)
3. **BILL 9362** - 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.
4. **BILL 9363** - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO 7082.

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

a) Special Committee – RE: Council Rules

Requested by Mayor Crow and seconded by Councilmember Cusick
Discussion and Vote

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

- Q.** 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

R. ADJOURNMENT



PROCLAMATION OF THE CITY OF UNIVERSITY CITY

Honoring Pastor Joe Louis Middleton

WHEREAS; Elder Joe Louis Middleton was installed as Pastor of The City of Life Christian Church in October, 2011; and

WHEREAS; Pastor Joe Louis Middleton has unselfishly demonstrated his personal and spiritual commitment to the Lord by virtue of his 7 years of spiritual leadership and guidance to his congregation and the community of University City, Missouri and the surrounding area as Pastor of The City of Life Christian Church, Incorporated; and

WHEREAS; Pastor Joe Louis Middleton has given generously of his time and effort, faithfully served this community in various capacities and supported programs to benefit people of all ages and walks of life; and

WHEREAS; with the love and encouragement of his wife, Lady Doris Lee Middleton, have in faith worked diligently to provide prayers, friendship, leadership, comfort and support to The City of Life family and the community; and

WHEREAS; Pastor Joe Louis Middleton, has helped to improve and enrich The City of Life Christian Church family, while also building bridges to the community, and teaching that the church of God must be a "Church Without Walls" that serves the community through faith based initiatives and unwavering love; and

WHEREAS; on August 26, 2018, the City of Life Christian Church will celebrate the 7th Pastoral Anniversary and the 70th birthday of Pastor Elder Joe L. Middleton.

NOW, THEREFORE, The City Council of University City in the State of Missouri, do join with the City of Life Christian Church in extending our sincere congratulations on this 7th Anniversary and a heartfelt happy 70th birthday to Pastor Elder Joe L. Middleton.

WHEREOF, we have hereunto set our hands and caused the Seal of the City of University City to be affixed this 13th day of August in the year Two Thousand and Eighteen.

SEAL

Councilmember Paulette Carr

Councilmember Steve McMahon

Councilmember Jeff Hales

Councilmember Bwayne Smotherson

Councilmember Tim Cusick

Mayor Terry Crow

Councilmember Stacy Clay

ATTEST City Clerk, LaRette Reese

**UNIVERSITY CITY COUNCIL
STUDY SESSION
5th Floor of City Hall
6801 Delmar
June 18, 2018**

MEETING CALLED TO ORDER

The City Council Study Session was held in Council Chambers on the fifth floor of City Hall, on Monday, June 18, 2018. Mayor Terry Crow called the Study Session to order at 6:00 p.m. In addition to the Mayor, the following members of Council were present:

Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Stacy Clay
Councilmember Bwayne Smotherson

Also in attendance was City Manager, Gregory Rose

1. PRESENTATIONS:

Requested by the City Manager

A. FY19 Fiscal Budget

Mr. Rose stated tonight's Study Session will consist of four presentations, and since his intent is to move through each of them rapidly, Council should feel free to stop him at any time to ask questions.

Prior to initiating his presentation, Mr. Rose stated he would like to introduce Kathy Matthews, the Clerk of the Court for U City. He stated that Kathy is the last hire he made during his previous tenure with U City, and in the course of a recent conversation, she reminded him that it had been twenty years since her last appearance before Council. So he would like everyone to know who she is by asking her to stand.

Mr. Rose stated during the last TIF meeting a young lady in support of the project said something that really struck a chord with him; she challenged all of us to dream about a community that does not exist today. And tonight, as he goes through the Work-Plan that's exactly what he will be asking Council to do. Mr. Rose concluded his introduction with a quote from Robert Kennedy, which underscores the direction he would like to see this community moving towards, "*Some men see things as they are and ask why. I dream of things that never were and ask why not.*"

2019-2020 WORK PLAN

Mr. Rose noted that all of the following priorities are of equal importance.

• **Economic Development**

- *TIF - (FY19-20)*
- *Economic Strategic Plan; an economic development strategy is not waiting for the phone to ring. There is a need to develop a plan; identify businesses best suited, and develop a targeted vs. shotgun approach. (FY19)*
- *Olive Blvd. Master Plan - (FY19-20)*
- *Downtown Parking Study; the Loop/City Hall. (FY18-19)*
- *Creation of Marketing Strategy - (FY-20)*
- *Creation of Joint City/University Planning Team - (FY-19)*

- *EDRST; look at its true mission; established processes, and determine if they meet this administration's goals and objectives. (FY19)*
 - *Olive & North/South Development; to be drafted by City Manager and City Attorney. (FY-19)*
 - *Olive & Midland Development; placed on hold until resolution of TIF. (FY20)*
 - *Hotel Feasibility Study; identification of the City's capacity for hotels with a goal towards marketing. (FY19)*
- **Public Safety**
 - *New Police Facility. (FY19-20)*
 - *Community Policing Strategy; use of volunteers; technology, and new officers. (FY19)*
 - *Enhancing the Use of Technology; robotics. One additional drone and vehicle cameras requested for FY18-20.*
 - *Fire Marshal; position absorbed by fire staff. (FY19)*
 - *EMS Transport Evaluation; application made for a Safer Grant to bring additional firefighters on board to accommodate the possible return of EMS. (FY19)*
 - *State Accreditation; Police Department. (FY19-22)*
- **Encourage High-Quality Growth**
 - *Comprehensive Plan Update; consideration should be given to a citizen-driven visioning process to identify what everyone would like their community to look like in the next 20 to 25 years. (FY19-20)*
 - *Redevelopment Plan; initiated by Community Development. (FY19-20)*
 - *Architectural Review Board; requested by Councilmember McMahon. (FY19)*
 - *Evaluation of Boards & Commissions; their effectiveness and need. (FY19-20)*
 - *Evaluation of Zoning Code - (FY20).*
 - *Code Enforcement Analysis - (FY19)*
 - *Parkview Garden Plan implementation. (FY19)*
- **Prudent Fiscal Management**
 - *5-Year Financial Forecasting; ability to clearly see the impact of yearly budget changes. (FY19-20)*
 - *Annual Financial Report - (FY19)*
 - *Pension Plan Analysis; underway and anticipated to conclude in FY-19.*
 - *Internal Service Fund Review; ensure funds are balanced and enough resources are being allocated to the equipment replacement fund. (FY19)*
 - *Solid Waste Rate Analysis; consideration of a committee to help staff evaluate and proactively develop rate increases. (FY19)*
 - *Evaluation of Purchasing Card; initiated by Finance Department. (FY19)*
- **Infrastructure**
 - *Ten-Year CIP; identify and develop specific objectives to address needs associated with infrastructure, lighting, streets, and sidewalks. (FY19)*
 - *ADA Transition Plan; underway. (FY19)*
 - *Space Needs Study - (FY19)*
 - *Stormwater Master Plan; initiated by Public Works & Community Development. (FY19-20)*
 - *Sewer Lateral Program; need to redefine sewer lateral replacement. (FY19)*
 - *MSD Wastewater Storage Tanks; update forthcoming. (FY19-20)*
 - *Sustainability Master Plan; initiated by Public Works and focuses on minimization of the City's carbon footprint. (FY20)*

- **Community Quality of Life Amenities**
 - *Technical Training; library-based training for video editing, robotics, etc. (FY19)*
 - *Community Event Planning; initiation; expansion or elimination. (FY19-20)*
 - *Resident Satisfaction Survey; resident's satisfaction with services. It's not how large or small your government is; it's how effective it is. (FY19)*
 - *Streaming of Council Meetings; provide residents with various options to see Council in action. (FY19)*

- **City Organization/Employees**
 - *Classification/Compensation Study; underway. (FY18-19)*
 - *Employee Survey - (FY20)*
 - *Employee Town Hall Meeting; scheduled for July.*
 - *Organizational Values; what Council and residents can expect from employees. (FY19)*
 - *Gainsharing Program - (FY19)*
 - *Staff Needs Assessment; what are the ideal staffing needs. (FY20)*
 - *Safety Programs; initiated by Human Resources Director and monitored by Safety Team. (FY19)*
 - *Employee Onboarding Program - (FY19)*

Next Steps

- Mayor and Council Amendments
- First Year Included in FY19 Budget
- Acceptance by Mayor and Council
- Execution

Mr. Rose stated while it is customary to present a Work Plan prior to budget approval, the transitioning of Council prevented that from occurring. However, the first year of the plan has been included in the FY19 Budget and will be presented at the June 20th City Council meeting. Subsequent discussions regarding the plan will be presented during the July 14th Strategic Planning Session.

Councilmember Clay stated he began counting the number of strategic projects listed that are to manifest in FY18 or FY19 and stopped when he reached twenty-five since that illustrates the point he would like to make. There are a number of strategic projects that will all need some degree of attention in order to be executed to the City's standards. Therefore, he is curious to know how Mr. Rose and his staff intend to accomplish these initiatives within the first fiscal year. Mr. Rose stated the purpose of the plan was to first explain some of the problem areas and then seek a resolution he believed would garner success. As a result, many of the projects are based on an expanded staff as proposed in the budget. However, should those requests be eliminated from the budget and the implementation of the proposed initiatives starts to overwhelm the organization, he will come back to Council with amendments to the plan.

Councilmember Smotherson stated he wanted to make sure that the comments regarding the intent to delay the Olive/Midland Development until after resolution of the TIF did not include the demolition recently voted on and approved by Council? Mr. Rose informed Councilmember Smotherson that staff was moving forward with demolition of the Tea House, as well as removal of the sculptures. Councilmember Smotherson asked whether staff had established a timeframe for the demolition?

Sinan Alpaslan, Director of Public Works and Parks, stated although he does not have a timeframe, they are trying to develop a schedule whereby this request can be presented to Arts & Letters, as well as The Historic Preservation Commission. He stated based on his understanding, this part of the process should be completed prior to the issuance of an RFP for demolition.

Councilmember Smotherson stated since the sculptures belong to the City, Arts & Letters would have no influence on the decision, and based on his understanding, the Tea House has no historic value.

Mr. Rose stated this issue will be discussed during the staff meeting tomorrow and once they determine that there is no historical significance, and both Commissions are in agreement, staff can move quickly to prepare the RFP.

Councilmember Smotherson asked Mr. Rose if a timeframe had been established for when he would be bringing the amendment to add the Annex before Council? Mr. Rose stated staff has reached a point where some decisions need to be made about what functions will be located at the Annex, and what functions will be located at the new facility. So the amendment; which is being highlighted tonight and brought before Council at the next meeting, seeks to add language that allows staff to do the design of the Annex and the new facility simultaneously.

Mr. Rose stated that the next presentation is aimed at providing Council with a summary of the Five-Year Capital Improvement Program (CIP). This program identifies investments, capital needs, and gives staff the ability to coordinate upcoming projects with utility companies; which is especially important with respect to street improvements. The Capital Improvement Fund Balance is approximately 25.5 million dollars.

FY19-23 CAPITAL IMPROVEMENT PLAN

Priorities: (Identical to those previously established)

Proposed CIP Achievements:

- **Fire Departments (\$530,000)**
 - Replacement pumper truck (\$500,000)
 - Drone (\$30,000)
- **Parks, Recreation, and Forestry (\$945,000)**
 - Tree Replacement (\$500,000)
 - Herman Park Pool Renovation (\$315,000)
 - Ruth Park Golf Course Lighting (\$130,000 in FY20)
- **Police Department (\$6,824,700)**
 - New Police Station and Annex Design (\$6,000,000)
 - Car Cameras (\$209,700)
 - License Plate Readers (\$15,000)
- **Public Works Department (\$17,838,812)**
 - Westgate Ave Improvements (\$1.165 M)
 - Street Maintenance Program (\$3.5M)
 - Curb and Sidewalk Improvements (\$2.37M)
 - Storm Water Master Plan (\$1M)
 - ADA Curb Ramp Design and Construction (\$250,000)
 - Enhanced Street Lighting (\$750,000)
 - **Public Works and the Police Department will be working together to identify areas where additional lighting could improve safety.**
 - Park Improvements (\$2.65M)
 - City Facility Improvements (\$3.5M)
 - **Approximately \$700,000 has been allocated for each year.**
 - Parking Meter Replacement Program (\$310,000)
 - **Replacement makes it easier for customers to pay and strengthens the City's enforcement practice.**
 - Morgan-Wilshire Road Drainage Improvements (\$250,000)
 - Space Needs Study (\$30,000)

- Solid Waste Rate Study (\$35,000)
- Softball Field #6 Heman Park Improvements (\$30,000)
Installation of the MSD storage tanks may impact this project.
- U City in Bloom Street Island Improvements (\$105,000)
- Solid Waste Grant (Recycling) (\$600,000)
- Ackert Walkway Improvements (\$311,969)
Includes funding from Washington University.
- Purchasing Golf Spray Unit (\$40,000)
- City-Wide Energy Efficiency Master Plan (\$30,000)
- Canton Ave Resurfacing and Upgrades (\$900,000)

Next Steps:

- First Year of CIP becomes Capital Budget
- Consider Proposed Capital Improvement Program and Proposed FY19 Annual Operating Budget

Councilmember Cusick asked Mr. Rose whether the 6 million dollars allocated for the new Police Station and Annex design was in addition to the money already in reserves?

Mr. Rose stated the 6 million dollars reflects the amount that was loaned to the Prop P Fund.

Councilmember Cusick stated some of the City's streets are in pretty bad shape, so he was curious to know whether the projects associated with Public Works would be prioritized or distributed evenly over the five-year period?

Mr. Rose stated Public Works utilizes a program that analyzes the condition of each street and allows staff to prioritize their work schedule. So, as it relates to an equal allocation across Wards, they will be looking at what's equitable vs. what's equal. A copy of the final street analysis will be provided to members of Council. Councilmember Cusick stated his concern is whether some streets are deteriorating faster than the City is able to repair them? Mr. Rose stated in a future session with Council he will be discussing the use of Capital Funds to cover personnel costs. The new budget illustrates a remaining balance through 2020,000 in the Capital Fund account which the City is unable to use because it does not have the adequate number of employees needed to execute projects.

Councilmember Cusick stated he also wanted to confirm that the proposed improvements to the softball field are going to be postponed until after a decision has been made about the MSD storage tanks? Mr. Rose acknowledged that staff would not move forward until the location of the MSD storage tanks had been resolved.

Councilmember Smotherson asked Mr. Rose if he would provide a more detailed explanation of the 6 million dollar loan he just referenced for the Police Station and Annex? Mr. Rose stated some time ago, Council set aside 6 million dollars in the General Fund to be used towards the construction of a new Police Headquarters. Thereafter, the City obtained Prop P funding which is a reasonable resource to use for construction and other provisions associated with public safety. Subsequently, Council made a decision to construct a smaller facility and loaned the 6 million dollars in the General Fund to the Prop P Fund, which currently does not have enough funds to complete such a project. And as the Prop P funding stream makes its way back to the General Fund it will also give Council the option of diverting some or all of those funds to the pension plan.

Councilmember Smotherson asked Mr. Rose if he had just alluded to the fact that Council had already voted to construct a smaller facility? Mr. Rose stated although Council will officially be asked to make a decision on the size of the facility they would like to see constructed at the June 25th meeting, he believes the decision to loan the funds to Prop P was with Council's full knowledge and understanding that the money would be used for the design of the police station. However, even if Council elects to construct a large Police Headquarters it would be difficult to afford with all of the other financial challenges that the City has.

Councilmember Clay asked Mr. Rose if he could talk a little about the improvements proposed for Canton Avenue? Mr. Rose stated both the street and sidewalks are in need of significant improvements. There are no sidewalks in some sections and the streets are in very poor condition.

Councilmember Clay stated as it relates to Golf Course lighting, has staff evaluated whether or not this investment will get the City the most bang for its bucks in terms of increased play time? Mr. Rose stated he is a golfer, but he does not like golfing in the heat of the summer. So from a personal and business perspective, he knows that during the summer the golf rounds are going to be down. He stated that he's also a coupon junkie; always looking for ways to leverage his dollars. So, if someone offered him a significant discount to golf during the heat of the summer he would be out there practicing. The point is, that even though staff will be conducting a very detailed analysis on many of the City's operations; the Golf Course included, if U City is going to get into the business of having a golf course, exercise facility or whatever, they need to operate those businesses by using marketing techniques and innovative ideas just like the private sector would do.

Councilmember Hales stated this year he was very pleased to see that the City had changed its approach to sidewalk maintenance and would like to know if spot slab replacement would continue going forward? Mr. Alpaslan stated per ADA regulations, the City cannot pave streets before completing ADA improvements. So that will take first priority, and if funding is available they will continue to perform spot slab replacements. He stated many of the City's streets do not have sidewalks, so when they are scheduled for paving there are no expenditures included for sidewalk repairs.

Mr. Rose stated that the next presentation reflects what is included in the proposed operating budget for FY18-19 which will include the first year of the Capital Improvement Program, as well as other expenditures.

PROPOSED FY 2018-2019 ANNUAL OPERATING BUDGET

Priorities: (Identical to those previously established)

The total revenue for governmental funds is a little over \$30.7 million dollars; for expenditures it is \$32.3 million; the ending fund balance for all governmental funds is \$17,072,301 million. This is a change from the old document which showed the fund balance at \$18 million.

FY18 Close-Out:

- **General Fund Loans**
 - \$500,000 to Parking Garage
 - \$500,000 to Golf Course
 - \$6.0 million to Public Safety Sales Tax
 - Initial Organization Restructuring approved by Council

Mr. Rose stated he had run across some paperwork which indicated that the property tax in 1960 was 1.07. The proposed property tax for this year is .69; a significant decrease primarily due to the Hancock Amendment.

Resident Property Tax Bill:

Example: House Market Value - \$200,000

Assessed Value \$38,000 (19% of Market Value)

Tax Bill = 38,000 x 8.2269 / 100 = \$3,126

Description	Amount	% of Tax Bill
State of Missouri	\$ 13	0.4%
St. Louis County	184	5.9%
Community College	78	2.5%
Special School District	453	14.5%
Metro Zoo	103	3.3%
University City School District	1,863	59.6%
City of University City	263	8.4%
Library	94	3.0%
Miscellaneous	75	2.4%
Total	\$ 3,126	100.0%

Major Highlights FY 19:

- Design of Police Station and Annex
- Two (2) percent COLA
A survey conducted by members of the St. Louis Area City Manager's Association (SLACMA) identified that 2% is the average COLA being provided.
- Citizen Satisfaction Survey
- Space Needs Study
- Same or Reduced Tax Rate
The actual rate will not be determined until October.
- Exceeds 17% fund balance for General Fund
To date, the balance is projected to be 34%.
- Increased Capital Spending
- Restructured Organization
- Moves to Cash Basis Budgeting

Governmental Fund Summary:

Total Revenues: \$30, 733, 200
 Total Expenditures: \$32, 379, 400
 Ending Fund Balance: \$17, 072, 801

The Ending Fund Balance reflects a decrease from the original document, which was approximately 18 million dollars.

Proprietary Fund Summary:

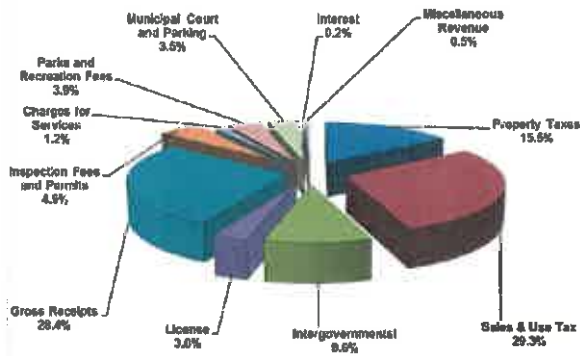
(These are Funds that typically operate as a private sector business; including the golf course and the special districts.)

Total Revenues: (\$4, 008, 700)
 Total Expenditures: (\$4, 147, 800)
 Total Ending Balance: \$861, 900

FY 19 General Fund Revenue Sources: (No changes made from old to new budget)

	Amount	Percentage
Property Taxes	\$ 3,525,500	15.5%
Sales & Use Tax	6,666,000	29.3%
Intergovernmental	2,177,000	9.6%
License	715,000	3.0%
Gross Receipts Tax	6,469,300	28.4%
Inspection Fees and Permits	1,125,000	4.9%
Charges for Services	250,000	1.2%
Parks and Recreation Fees	892,000	3.9%
Municipal Court and Parking	808,500	3.5%
Interest	50,000	0.2%
Miscellaneous Revenue	124,500	0.5%
Total Revenue	\$ 22,802,800	100.0%

Revenue Source Percentages:



FY19 Transfers Into the General Fund:

- Capital Improvement Fund \$400,000
Covers public safety equipment; fire truck; police vehicles, and park equipment.
- Golf Course Fund \$150,000
Although today, the City does not have the staff to conduct this level of detail, there is a need to drill down and determine cost allocation budgeting.
- Solid Waste Fund \$75,000
- EDRST Fund \$133,000
The majority of this fund will go towards the position of Economic Development Director/Assistant to the City Manager.
- Public Safety Fund \$300,000
Covers the increased cost of salaries and COLA
- Total Transfers In \$1,058,000

FY19 Expenditures:

Expenditure by Department	Amount	Percentage
Legislative	\$ 211,000	0.9%
City Manager's Office	1,081,000	4.6%
Human Resources	152,800	0.6%
Information Technology	696,900	2.9%
Finance	885,900	3.7%
Municipal Court	381,700	1.5%
Police	8,571,000	36.1%
Fire	3,779,400	15.9%
Community Development	1,767,900	7.5%
Park Recreation and Forestry	3,004,200	12.7%
Public Works	3,142,700	13.3%
Debt Service	62,400	0.3%
Total Expenditure	\$ 23,716,900	100.0%

General Fund Summary:

Total Revenues: \$23,860,800
 Total Expenditures: \$23,716,900
 Ending Fund Balance: \$8,122,900

DEPARTMENT HIGHLIGHTS

City Manager's Office:

- Upgrade Deputy Director of Economic Development to Director Level/ Assistant to City Manager /Economic Development Director
- Add Assistant to City Manager - Communication
- Conduct Citizen Satisfaction Survey
- Add Webcasting of Council Meeting

Finance Department:

- Continued funding of Assistant Finance Director position

Municipal Court:

- Maintain the current level of service
- Per State requirement, the position of Assistant to the Prosecutor has been added

IT Department:

- Upgrade Network
- Replace Domain Controllers
- Replace Spam Filters
- Fifth Floor AV Improvements
- MS Office 2016 Licensing

Police Department:

- 3 Month Upgrade of Captain to Assistant Police Chief
- Vehicle Replacement
- Police Station Design

Fire Department:

- Half Pumper Truck Cost; the expectation is that it will be purchased in FY20.
- 2nd Drone Purchase

Public Works:

- Part-Time Construction Inspector
- Solid Waste Rate Study
- Moves Facility Maintenance to Public Works
- Facility Improvements; approximately \$700,000 each year.
- Park Improvements
- Storm Water Master Plan
- City Wide Space Needs Assessment
- Ackert Walkway Improvements
- Morgan-Wilshire Drainage Improvements
- Street Maintenance
- Adds Part-time Front Desk Clerk
- Removes Park Maintenance; this creates the Park, Recreation & Forestry Department which will oversee the Golf Course.

Community Development:

- Removes Economic Development
- Removes Facility Maintenance

- Removes Recreation
- Maintains Service Levels for Other Operations

Parks, Recreation and Forestry:

- Director for Parks, Recreation and Forestry
- Heman Pool Improvements
- Tree Replacement Program
- Creates Golf Course Enterprise Fund

SUMMARY - OTHER FUNDS

Public Safety Sales Tax Fund: (Reflects 6 million dollar transfer)

Total Revenues: \$1,700,000

Total Expenditures: \$1,966,200

Primarily for police facility design and land acquisition.

Ending Fund Balance: \$6,533,800

Capital Improvement Fund: (Revised)

Total Revenues: \$2,402,000

Total Expenditures: \$3,597,800

Ending Fund Balance: \$799,200

Park & Stormwater Fund: (Revised)

Total Revenues: \$1,301,000

Total Expenditures: \$1,413,400

Ending Fund Balance: \$87,600

EDRST Fund:

Total Revenues: \$705,400

Total Expenditures: \$502,400

Ending Fund Balance: \$203,000

Mr. Rose stated a more detailed discussion on exactly how the EDRST Fund should operate will be conducted with Council in the near future.

Enterprise Fund: (Challenged)

- Solid Waste Fund
- Parking Garage Fund, there is a need to fill empty spaces with tenants in order to fully utilize the garage.
- Golf Course Fund

On The Horizon:

- EMS Transport
- Human Resources Director
- Sewer Lateral Program
- Pension Funds Contribution
- Non-Profit Funding (EDRST)
- \$5,500 Transportation Request for Commission on Senior Issues
- "Closer Review of Operations" to ensure effectiveness
- Amendments to Proposed Budget

Councilmember Carr asked Mr. Rose if his plan was to take a previously established position and upgrade it to an Assistant to the City Manager?

Mr. Rose stated he is upgrading the position of Deputy Director for Economic Development and Planning & Zoning to the Director level and this person would also act as his assistant. Councilmember Carr asked if that meant that a good portion of the monies needed to compensate for this upgrade already existed? Mr. Rose stated that it did.

Councilmember Carr posed the following questions: (1) If the Park and Storm Water Fund was carrying an ending balance resulting in a surplus, and (2) If the City is using some of Capital Improvement Fund balance to compensate for expenditures above the expected revenues? With respect to the Capital Improvement Fund, Mr. Rose stated there had been an increased level of spending due to the allocation of more monies for facilities and roads than in the past. So a portion of the fund balance was used to augment this increase, and a portion is being used to cover the cost of public safety equipment, such as a mower for Parks. However, both expenditures represent long-term capital improvements. Councilmember Carr questioned whether the fund had previously maintained a balance? Mr. Rose stated that it had.

With respect to the Park and Storm Water Fund, Mr. Rose stated this is the fund where projects were placed on hold in lieu of an attempt to build the fund back up. So what is being projected are the expenditures staff believes the fund can accommodate. And the hope is that by the end of the next fiscal year there will be an \$87,000 balance.

Councilmember McMahon asked if the 2% COLA had any connection to the Compensation and Classification study; which has yet to be completed, and if so, how they worked together? Mr. Rose stated Council's approval of the COLA would simply move salaries closer to the market rate. But the idea behind the Classification and Compensation Study; which is a separate project, is to provide Council with an opportunity to establish where they want to be in the market with respect to these salaries. So, even though it would constitute an increased burden, one of the reasons he had not allocated all of the Prop P Funds was in anticipation of a possible pay hike for police and firefighters who represent a significant portion of the City's employee base.

Councilmember Smotherson stated the one thing he had not noticed under the Police Department proposals was their current staffing level. Is the department looking to add more officers, and if so, how does that impact the budget? Mr. Rose stated although at this point, the department is struggling to reach its optimal level of staffing, they are also looking at the impact technology will have on this situation. So once all of the technology is onboard and they have a clearer picture of exactly what that optimum level should be, they may or may not need to come back to Council with a budgetary request.

Chief Larry Hampton stated currently the department is short ten to twelve officers. However, this is a recurrent theme throughout numerous municipalities; St. Louis City is short 125 officers and St. Louis County is short by 123. He stated while they are very proactive with respect to community engagement, U City's shortage is exacerbated by its use of a temporary facility, lower pay rates, high-level demands, and the reality that the loss of an experienced officer in exchange for one who is inexperienced, is simply not a good trade.

Councilmember Smotherson asked if the replacement of these ten to twelve officers had already been figured into the budget? Mr. Rose stated that it had been factored in and his hope is that they will be able to hire someone at the beginning of the fiscal year. However, as he and the Chief have discussed, it's not a question of getting someone, the goal is to get the right person. And that's what they are both working very hard to do.

Councilmember Cusick questioned whether any assessments have been made regarding what, if any, impact a new substation would have on staffing levels? Mr. Rose stated that issue will be reviewed in more detail in conjunction with the design and crime statistics. And while it is his belief that additional officers are going to be necessary, he is unable to make an effective argument until after the technology is onboard and the current shortages have been reduced.

He stated that the department is also looking to use more volunteers and that the Volunteer Patrol will be rolled out in the very near future. Mr. Rose stated all of these strategies are geared towards the goal of driving down the City's crime rate and have been included in the Work Plan for next year.

Councilmember Clay stated the budget contains a number of new positions, and while he does not necessarily disagree with the specific requests, they do represent the kind of expenditures that obviously, bear some degree of scrutiny. Therefore, while the Work Plan does appear to be a manifestation of what some of these new employees will be working on, he would like to hear a broader explanation with respect to the role they play in this administration. Mr. Rose stated while the Work Plan reflects some of the large projects these those individuals will be working on, here are two examples of areas he believes are deficient. This administration is deficient in its ability to effectively communicate in an expeditious fashion; as illustrated by its handling of the TIF process; the ability to provide realtime access to Council meetings and decisions, and the ability to provide complete and accurate information on its website. These are things that the Director of Communications will assist with. This administration is also deficient in the area of economic development; as illustrated by the lackluster recruitment of new businesses; efforts to maintain the stability of existing businesses; the expansion of existing businesses, and neighboring cities who have very aggressive Economic Development Programs. And all of that will be a major part of the Economic Director's role.

Councilmember Clay stated he does think the public demands that a strict monitoring approach be established to determine their effectiveness. So he would request that Council be provided with regular updates on the initiatives delegated to these new employees. Mr. Rose stated he would certainly keep Council informed as to all of the progress being made. But in his mind, the tell-tale story will be the Citizen Satisfactory Survey. He stated as a service organization the intent and responsibility of this administration is to make certain it's providing the level and quality of services that resident's desire. So, as this administration strives to continuously improve, that will be the benchmark. Mr. Rose stated the goal is to conduct this survey during the upcoming fiscal year and publish it on the website so that it's crystal clear to everyone.

Councilmember Hales stated it seems as though the numbers 10, 11, and 12, have been a recurring theme. But given the challenge Chief Hampton described, what would be an acceptable hiring goal over the next two years? Mr. Rose stated he would have to rely on Chief Hampton's guidance with respect to additional staffing. But one issue the Chief believes is having a positive impact on patrols and officer safety is the placement of GPS in all of their vehicles. And of course, the addition of drones and the construction of a new station could both have a major impact on the City's need for officers.

Mayor Crow stated the greatest impact on staffing seems to be the fact that there are so many options available with municipalities who are literally sitting there waiting for officers to apply. He stated while he does think most, if not all, members of Council have had an opportunity to meet with either the City Manager or department directors regarding questions about the budget, these are a couple of things he would like to note:

1. His request that at some point in time, Council be provided with the revenue generated by the Municipal Court, and whether it has maintained stability, specifically with respect to the fines being imposed.
2. The reduction in legal fees. Two years ago, during budget discussions, the City had legal fees of \$620,000. They were subsequently reduced to \$350,000, and for 2019 they are estimated to be \$210,000.
3. Some time ago, several members of Council expressed concerns about the effectiveness of the Community Development Department, largely due to its overarching responsibilities that made it difficult to manage. So on behalf of those members, he would like to express appreciation for the City Manager's efforts to reorganize this department.

Mr. Rose stated his final presentation highlights some of the amendments he will be asking Council to consider in the proposed budget.

PROPOSED FY 2018-2019 ANNUAL OPERATING BUDGET

Priorities: (Identical to those previously established)

Governmental Fund Summary: (Identical to the one previously established)

Proposed Amendment to CIP:

- Project # POL 1801 – Add the design of the Annex police station into the description to allow staff to work with both facilities simultaneously and acquire property for the new facility.

General Fund Summary: (Identical to the one previously established)

Proposed Amendments to General Fund:

- Delete Dump Truck (\$141, 000)
- Delete Dump Truck (\$141, 000)
- Delete Utility Truck (\$32, 000)
- Delete Pool Sedan (\$18, 890)
- Add Dump Truck Bed \$20, 000
- Add .5 Human Resources Director \$60, 000
- Net Total: (\$252, 890)

Mr. Rose stated although he has not had an opportunity to review this with Sinan, he thinks they will still be able to get good value from the vehicles he is proposing to delete. One dump truck will need to be replaced for \$20,000.

Public Safety Sales Tax Fund Summary: (Identical to the one previously established)

Proposed Amendments to Prop P Fund:

- Add Canine, Equipment, and Training \$56, 060
- Add Part-Time Victim Advocate \$43, 000
- Add .5 Human Resources Director \$60, 000
- Total = \$159, 060

Mr. Rose stated his understanding is that the City previously had a Victim's Advocate whose position was eliminated due to budget reductions. However, in his mind, with a goal of preventing as much crime as possible, this is a critical position; especially as it relates to domestic violence.

EDRST Fund Summary: (Identical to the one previously established)

Proposed EDRST Initiative:

Mr. Rose stated he believes Councilmember McMahon raised the issue of whether this fund was being executed in the way it was designed to be carried out. So, what he is proposing is that prior to moving forward with any awards that a Study Session be conducted to firm up the following:

- The Fund's Mission
- Established Process
- Discussion of the Various Pending Applications

He also noted that one responsibility of the ED Director is to be an active participant in the EDRST Fund Program. So he would urge Council to allow that funding to move forward.

Mr. Rose stated two other items that can be included as a part of this discussion are projects recommended by staff and currently placed on hold; the Master Plan for Olive, and an Economic Development Strategy.

Solid Waste Fund Summary:

Total Revenues:	\$3, 122, 500
Total Expenditures:	\$3, 310, 500
Ending Balance:	0

Mr. Rose stated in an effort to move this fund to no less than a 16% balance he has proposed the deletion of a refuse truck (\$260, 587) and alley dumpster (\$215, 000), which will result in a \$475, 587 savings to the fund and provide roughly, a three-month balance.

He then reiterated some of the outstanding issues previously mentioned and informed Council that on Monday, June 25th, each member would be provided with the Annual Operating/Capital Improvement Budget, and a list of the proposed amendments for their consideration.

On the Horizon:

- Pension Fund Contribution; additional information made available by August
- Consideration of FY19 – 20 Work Plan; proposed for the July 14th, Council Meeting

Councilmember Carr questioned whether any of the proposed amendments required Council's immediate action? Mr. Rose stated his expectation is that any approved amendments would be included in the Proposed Annual Operating Budget for FY18-19. Councilmember Carr asked if the amendments would include the request made by the Commission on Senior Issues? Mr. Rose stated that it would not be included.

Councilmember Smotherson stated he is still having problems grasping the concept behind Prop P, the 6 million dollar loan, and the proposed amendment to add the design of the Annex into the description. But in spite of that, his main concern is the need to develop a clear understanding that ensures him the City is not going down the wrong path. Mr. Rose stated what is being proposed is the construction of a smaller facility; utilization of the temporary facility; which still has some additional life and the City has already put 3 million dollars into, and the design and renovation of the Annex, which at some point in time, could be used to accommodate Police Headquarters. The fact that the temporary facility is already in existence allows staff to complete the initial design of the Annex without allocating any funds for construction. And the only way anyone will know what constitutes an effective design for the new facility is by simultaneously designing the Annex and having the ability to make the right decisions for where dispatchers or the Emergency Operations Center should be located. Mr. Rose stated those are the types of decisions that will allow this City to build an effective facility that provides this community with long-term sustainability.

Councilmember Smotherson questioned whether there were any cost uncertainties associated with purchasing the land where the temporary facility is located? Mr. Rose stated he would prefer not to go down that path since the City is currently involved in some very sensitive negotiations.

Mayor Crow stated he does think it would behoove Councilmember Smotherson to sit down with Mr. Rose and the Chief prior to Monday's meeting to ensure that he has a greater level of comfort with the agenda items being proposed.

Councilmember Cusick asked Mr. Rose if he had any information on what the proposed cost would be for designing the Annex? Mr. Rose stated the only way to ascertain that type of information is through the issuance of an RFQ. However, should the design and property acquisition costs prove to be higher than anticipated, staff will request additional funds from the monies allocated in FY20. Councilmember Cusick asked whether there was a formal process for adopting the FY19-20 CIP? And if so, if that decision would be binding for the next five years? Mr. Rose stated on Monday, Council will be presented with a Resolution for adoption of the Annual Operating Budget and first year of the Capital Improvement Plan. Although he suspects that there will be major changes to the CIP based on information gleaned from the Space Needs Study, and other initiatives scheduled to commence next year.

2. 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 Carr moved to go into a Closed Session, seconded by Councilmember Cusick.

Roll Call Vote Was:

Ayes: Councilmember McMahon, Councilmember Hales, Councilmember Cusick, Councilmember Smotherson, Councilmember Clay, Councilmember Carr and Mayor Crow.

Nays: None.

3. Mayor Crow closed the regular City Council meeting at 7:30 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 8:15 p.m.

LaRette Reese
City Clerk

DRAFT

DRAFT

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, June 25, 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, June 25, 2018, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose, City Attorney, John f. Mulligan, Jr., Charles Patterson of Allgeier Martin & Associates and Joe Adams, State Representative.

C. APPROVAL OF AGENDA

Councilmember Carr moved to approve the agenda as presented, it was seconded by Councilmember Cusick and the motion carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. June 11, 2018, Regular meeting minutes were moved by Councilmember Hales, it was seconded by Councilmember McMahon.

Councilmember Hales made the following amendments and apologized for his inability to submit them before the meeting:

1. Page E1-10, which reads, "*Councilmember Hales stated he appreciates the folks who stay around to hear Council's comments because oftentimes they can gain a better understanding of any lingering questions or concerns,*" should be amended to read, "*Councilmember Hales stated he appreciates the folks who stay around to hear Council's comments because oftentimes they will get a response from members of Council.*"
2. Page E1-10, which reads, "*He stated he would agree that the one thing Council has heard over and over again, is this notion that residential tax dollars are going to pay for this project, and that's just not how a TIF works,*" should be amended to read, "*He stated he would agree that the one thing Council has heard over and over again, is this notion that residential tax dollars are going to pay for this project, and that's just not how a TIF works, as if our property taxes make up for this.*"

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3. Page E1-10, which reads, "*Monies that come in through property and sales taxes after the project is completed will be used to pay for the redevelopment,*" should be amended to read, "*Monies that, don't come in now that will come in through property and sales taxes.*"
4. Page E1-10, which reads, "*But even though he understands the fundamental differences; the concerns associated with gentrification and elderly residents on fixed incomes, after conducting a little research, he was absolutely stunned to see the disparities between the three wards,*" should be amended to read, "*But even though he understands the fundamental differences; the concerns associated with gentrification and elderly residents on fixed incomes, after conducting a little research, he was absolutely stunned to see the disparities between the 1st and 2nd Wards, and Ward 3.*"
5. Page E1-10, which reads, "*This is about recovery,*" should be amended to read, "*This is about recovery of the property values in the 3rd Ward.*"

Councilmember Carr moved to amend the minutes and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Daniel Savory and James Stephenson are **reappointed** to the Civil Service Board for a second term by Councilmember Carr, seconded by Councilmember Hales and the motion carried unanimously.
2. Margaret Ullman is nominated to the Park Commission as a fill-in replacing Luther Baker's unexpired seat by Councilmember Clay, seconded by Councilmember McMahon and the motion carried unanimously.
3. John Tieman is nominated to the Arts and Letters Commission replacing Felicia Hickman's vacated seat by Councilmember Clay, seconded by Councilmember Carr and the motion carried unanimously.

G. SWEARING IN TO BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Jerrold Tiers, University City, MO

Mr. Tiers stated at the last TIF Commission meeting a lot of people protested the project and described it as "*tearing apart the community; gentrifying the area, and driving out immigrant businesses*". However, because the actual project is small and the beneficiaries are large, it seems as though there is a real need for better PR. The City may also need to be more proactive. Offering relocation money is good, but it may take more immediate and deliberate efforts since there is already enough instability that businesses have left or are committed to leaving.

There is also the question of what should be done in RPA-2, and whether it will have the desired effect. Just pouring money into RPA-2 is not going to do the job, it has to be targeted and oriented towards what the City wants to get done. The problems this is aimed at are deteriorated housing stocks; banks that under evaluate or won't lend; a disproportionate amount of rental property; low property values, and deteriorating infrastructure.

- Fixing a house requires people to apply for grants, which many may refuse to do. But just one bad house can impact the entire block.
- If banks will not lend on a house in RPA-2, then the result is lower values, more rentals, and more community instability. So there is a need to attack the real reasons why banks fail to lend.

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- Rental housing stems from the bank loan issue because if you can't get a loan to buy a house, then it almost always turns into a rental. And how do you convince landlords or tenants to keep up their rental property when they are not going to get the same grants that homeowners do? The conversion of rental property to owner-occupied may be the key to the bank loan issue.

Mr. Tiers stated in order for this project to succeed the City needs to work hard to generate the necessary buy-in. But at this point, that's something that has just not materialized. *(Mr. Tiers asked that his written comments be made a part of the record.)*

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan read a quote from Councilmember Carr's website, "*Transparency and accountability are not merely wash words but the foundation of a participatory democracy*". Apparently, she does not believe that anymore because he is still waiting to receive Councilmember Carr's emails concerning the proposed NOVUS Development and Olive/170.

He stated for several months, Jonathan Brown, Mayor Crow, and others, have been saying eminent domain will not be used on owner-occupied homes for the proposed development. The original story; which has changed more than once, was that eminent domain would only be used for Public Storage. But if Council really expects everyone to believe their position on eminent domain why not pass an Ordinance that backs up what they're saying? Many issues involved in this project are a part of the national discussion on equality, privilege, and how immigrants are treated, which leads him to think that U City will be viewed as a bigoted city. Mr. Sullivan stated he continues to think that NOVUS Development is a terrible idea, and if put to a vote he is sure it would be defeated.

Aren Ginsberg, 430 West Point Court, University City, MO

Ms. Ginsberg stated more than 300 verified homeowners and renters participated in a poll on Nextdoor.com which revealed that 73% are strongly in favor or genuinely in support of this redevelopment effort. She stated after attending eleven hours of TIF Commission Public Hearings, she is hopeful that one day soon her opponents will be able to move past their fears of gentrification and the destruction of China Town, and focus on improving the welfare of everyone in U City; which is going to take more money than currently available. Ms. Ginsberg stated she believes U City can have it all; an economic engine that supports municipal services; funding so folks in the 3rd Ward can make and maintain improvements to their homes, and a thriving minority and international business community.

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen stated a recent tour of Olive Street to McKnight and 82nd Street to Hanley, revealed 43 immigrant businesses, 4 vacant properties owned by immigrants and 16 vacant storefronts. And after visiting these businesses; which included all of the internationally-owned businesses in RPA-1, she reached the conclusion that the folks who are conducting fear-mongering tactics about the City's intent to get rid of these businesses are misrepresenting this entire business structure. Folks like Mr. Sullivan; who she understands owns an advertising business, need to put their money where their mouth is and help these businesses with marketing strategies.

Ms. McQueen stated gentrification is complex. And since U City is totally different from the areas where most of the published statistics have been taken, there needs to be some way of defining and calculating what gentrification means to this community in a way that produces specific data rather than fear or alarm.

I. PUBLIC HEARINGS

1. Liquor License – The Wacked Out Weiner – 6301 Delmar Blvd.

Mayor Crow opened the Public Hearing at 6:49 p.m., and hearing no requests to speak the hearing was closed at 6:49 p.m.

J. CONSENTAGENDA – Vote Required

1. Replacement Police Vehicles

Councilmember Hales moved to approve, it was seconded by Councilmember McMahon and the motion carried unanimously.

K. CITY MANAGER'S REPORT

1. Legislative Update (Representative Joe Adams)

Mayor Crow stated Council is pleased to receive this legislative update from an old friend.

State Representative Joe Adams, stated this last session has been one of the most interesting sessions he has ever been through. So, if anybody has questions about the Governor or Former Governor, he can provide all kinds of stories about what was and is still going on. He then provided the following updates:

- Sales Tax Pool. The good news is that there was very little legislation that impacted this system, although eventually, he believes there will be successful legislation to either modify or eliminate it.
- H.B. 1991: Modification of the Uniformed Small Wireless Employment Act. The State Legislature, along with the MO Municipal League, County Municipal League, and the industry, worked out a deal whereby U City and other cities across the State will receive additional revenue from the installation of the new 5G unit on streetlights and utility poles that deliver faster speeds than existing cellular connections.
- Quill Decision. The Supreme Court's reversal of this decision gives states the broad authority to require online retailers to collect sales taxes and level the playing field. Now it's up to the people in Jeff City to pass legislation that enforces this ruling.
- The minimum age to get married was raised to sixteen, with the caveat exclusion that they cannot marry anyone over twenty-one without going through the court system. This Bill is designed to address concerns associated with human trafficking.
- H.B. 1460. If approved by voters in November, cities will receive a small amount of revenue from the gasoline sales tax to fix roads and bridges.
- Raise the Age Bill was passed, which increased the age for when a juvenile can be tried as an adult, from seventeen to eighteen.
- H.B. 2367. This Bill allows for communities to create safe consumption facilities where opioid users could use their drugs and receive
- H.B. 2562. A bill establishing Treatment Courts to help combat opioid addiction.
- If approved by the Coordinating Board for Higher Education, Community Colleges will now have the right to offer bachelor's degrees.
- H.B. 1635. A mandatory reporting requirement that nursing homes and other long-term care facilities report sexual assaults to law enforcement.
- Christopher Harris Day. This Bill introduced by State Representative Bruce Franks and passed unanimously, addresses the issue of youth violence. Christopher, Franks' brother, was used as a human shield during an act of violence.

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- Cardinal Glennon Hospital has erected a bronze statue honoring Mr. Harris.
- Expansion of the A+ Program for K-12 education. Previously, students who were not in the program for three consecutive years were prohibited from participating. This program is designed to help students pay for college.
- Educational Tax Credits was expanded allowing parents to make contributions for their kids who plan to attend a private high school.
- H.B. 1558. Before the former Governor left office he signed 77 Bills in a day and a half. One of those Bills; which was rather shocking, was House Bill 1558, criminalizing Revenge Porn.

Representative Adams stated the new Governor's intent is to review all of the Bills signed by Mr. Greitens and if there are any problems they can be dealt with during the September Veto Session.

He stated some members of this Council have asked whether there is a legislative move to block TIF(s) and TDD(s). And the answer is yes, there was legislation by a Republican from Kansas City to make it almost impossible to get this type of financing, but it was not supported by the majority party.

Councilmember Cusick asked Representative Adams if the problems with his neighbor had been resolved? Representative Adams stated that it had. All of the tall weeds at the vacant house; which also happens to sit next to the former Mayor, have been cut down. Councilmember Cusick asked Mr. Adams when he had been elected as Mayor? Mr. Adams stated he was selected in '95; elected in April of '96, and served until April of 2010. Councilmember Cusick asked if a TIF had been utilized to promote redevelopment during his tenure as Mayor? Representative Adams stated the first TIF occurred during his term on City Council. That was for Westover Nursery on Olive, where the old Firestone Store used to be located. Revenue from the TIF was used to pay for the land and purchase other properties along Olive and the corner of North and South Road. The second TIF dealt with the old Mercy High School off of Pennsylvania and Olive, where Schnucks is now located.

He stated he is proud to represent U City and anticipates watching this newly revamped Council move forward with the Olive redevelopment; an area everyone has tried to figure out how to reinvigorate. Council made a tragic mistake in dealing with Olive in the 50's or 60's, and although that mistake was corrected, it was a day late and a dollar short. Thereafter, he and the Mayor of Olivette fought together to co-develop the bridge at 170 and Olive to ensure that the second-hand bridge proposed by East/West Gateway never came to fruition. Representative Adams informed everyone that he had flyers highlighting all of the 2018 legislation for anyone interested.

Councilmember Smotherson asked Representative Adams if he had an opinion about the proposed TIF? Representative Adams stated while he would admit to not knowing all of the minute details, what he does know is that U City must do something in the long-run if they are going to survive as a vibrant community. So, in that respect, he is very supportive. In truth, there are a couple of cities Chesterfield, Fenton, and a few others, who are trying to get rid of the sales tax sharing that U City receives. He stated when he was Mayor he enjoyed seeing new developments going on because it demonstrated progress. And he even worked with the President of the School Board to address the serious problems associated with rental properties that were having an impact on the School District. Representative Adams stated when canvassing the 3rd Ward some residents asked if the TIF could be expanded to include their homes. And that seems to indicate there are people who really, really want this new development.

So, in spite of the tough decisions that might have to be made and the fact that everybody is not going to love you for them, he would like to see his hometown position itself to be a survivor.

2. MSD Project Report

(Presentation – Discussion – Council Direction)

Mr. Rose stated Council authorized staff to contract with Allgeier Martin & Associates to examine the various options put forth by the Metropolitan Sewer District (MSD) regarding location of the storage tanks.

Presentation:

Sinan Alpaslan, Director of Public Works, stated the results of the study conducted by Allgeier Martin have been included in Council's packet and the details of this study will be presented by Dr. Charles Patterson. Council has also been made aware of MSD's recent communication that staff received today. Mr. Alpaslan stated as it relates to responsible and reasonable management of costs, the City is almost at the end of its allotted expenditures for this current study. Therefore, any additional requests from the engineering consultant will have to come under a supplemental agreement.

Dr. Charles Patterson stated his firm was asked to look at three options; Area C - Option 6; Area C - Option 7, and Area D - Option 1, and generate an opinion that would point the City in the right direction. To assist in forming this opinion, MSD provided Allgeier with a plethora of information; a detailed listing of those reports have been included in the Study. Dr. Patterson stated it is Allgeier's opinion that:

- Area D - Option 1 and Area C - Option 7 are similar in that they both use a pump station that pulls and drains directly into the Skinker/McCausland Tunnel.
- Area C - Option 6 is slightly different, using a more conventional type of construction with diverter channels.
- The storage tanks will help MSD meet the requirements of the Consent Decree. *(The EPA and MSD agreed to certain rules and regulations regarding the type of tanks that should be implemented to eliminate the discharge of raw sewage into the environment.)*
- The storage tanks will help provide support to overflows in the system. *(Every time MSD removes or reduces an overflow it increases the sewage flow in the main pipe. And MSD's interpretation of the Consent Decree is that they cannot increase the sewage flows downstream.)*
- The storage tanks will still overflow up to four (4) times a year, however, that is a part of the design.
- The storage tanks will not reduce neighborhood basement backups. *(However, the surrounding and subsequent projects designed to reduce I/I will improve these backups.)*
- The storage tanks will not cause any undue risk or harm to the citizens of U City.

According to the information provided by MSD, this is an oversight project that has not reached the preliminary design stage.

Based on that information, Allgeier found the proposed locations to be:

- Similar in cost. (The values range from 94 million dollars to 114 million dollars. However, since these are merely rough estimates that do not include the acquisition of property, Allgeier found the cost between the three options to be insignificant. Choosing between these three options based on cost is irrelevant.)

Future Study:

1. Allgeier inquired as to whether MSD had looked into transport and treat. MSD indicated they had not because it would be too expensive. Allgeier thinks it would be fairly easy for MSD to determine the cost to transport and treat, especially since it is only 9 or 10 miles to the Treatment Plant. In spite of the fact that it may not be feasible at 100 million dollars a tank, this issue was not addressed in MSD's paperwork.
2. Since Allgeier was not familiar with the economic indicators associated with the three proposed sites, it reached no conclusion with respect to the financial impact. However, once the selected tank reaches the preliminary design phase; i.e., a visible design, it would behoove the City to have someone look at the operation of the tank, its size, and its bypass option.
3. Many U-Citians were concerned about a possible malfunction. MSD has indicated there will be a bypass that allows it to flow into the Skinker/McCausland Tunnel. This, however, was a verbal communication and Allgeier found no documentation that supported their statement.
4. U-Citians are also concerned about the structural integrity of the tanks. This concern should be reviewed once MSD reaches the preliminary design phase that includes the necessary structural calculations.
5. Preliminary designs were provided for odor control and MSD states this design has worked at other locations. Allgeier does not believe the tanks referenced by MSD are located in close proximity to residential areas. Therefore, contingent on the selected location, the issue of odor control should be revisited.

In conclusion, Dr. Patterson stated based on the information provided by MSD, Allgeier found the difference between the three options to be indeterminate.

Discussion:

Councilmember Cusick asked whether MSD had presented Allgeier with any overwhelming evidence that illustrates why they favored Area C- Option 6 over the other two areas? Dr. Patterson stated since the evidence presented by MSD had not been to his satisfaction, his conclusion had not been based on any overwhelming evidence.

The benefit he saw in utilizing Area C - Option 6 is that it uses more of a conventional type of construction and their cost estimates demonstrated that this option was cheaper. But even that's irrelevant when land costs have not been taken into consideration.

Councilmember Cusick stated on several occasions Allgeier's report mentions MSD's confirmation that there was no evidence to support that the installation of these storage tanks would reduce any kind of basement backup. Yet today, MSD's letter to Council actually highlights in bold, that these tanks will address basement backups in U City. Do you have any thoughts about that statement? Dr. Patterson stated he had lots of thoughts, but no conclusions. When you take a quick look at Area D - Option 1 and Area C - Option 7, both connect straight to the Skinker/McCausland Tunnel.

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That tunnel is 90 foot deep and according to the flow records MSD provided the depth of water/sewage in that line is 70 foot deep. So if you're pulling from this tank and connecting to a line where the water level is 70 foot deep, how does that impact basement backups? The semantics is that MSD only refers to the project, but the project is not the storage tank. The project is the storage tank and all of the additional lines that will be constructed as a part of the Consent Decree. That's the best he can figure.

Councilmember Cusick asked if there was any evidence to support Allgeier's inclination to chose Area D - Option 1; located in Heman Park, over the other options?

Dr. Patterson stated from reviewing the records, Area D - Option 1 is about as far downstream you can go and still have the storage tank provide any benefits, due to another main sewer line coming in from the north. As far as their working experience with wastewater, it's best to keep it away from stuff. And that is the reason they selected this option, as well as the fact that once it is constructed it can also be used as a multi-use facility.

Councilmember Carr asked Dr. Patterson what kind of "stuff" was he talking about? Dr. Patterson stated Area C is commercial, so any construction would disrupt the type of activities that go on in that area. Councilmember Carr asked if there was any concern about easements or things of that nature? Dr. Patterson stated their review was based on the information provided by MSD, and since there was no information of any kind about easements, it would be difficult to answer that question. Councilmember Carr asked if Allgeier was suggesting that a multi-use facility could be constructed on top of the tanks if they were located in Heman Park? Dr. Patterson stated unless there is some issue with the location of rock, he does not see a reason why one could not be constructed. However, the only reason he likes Area D is if it could be reused as a park.

Councilmember Carr stated MSD's letter provided to Council today states, "*A combination of public and private I/I removal projects along with relief sewers. You are 60 upper River Des Peres, upper river 10 Mendell, and Walter, and 82nd Street to I-170 will address the basement backup in U City*". So does that mean they have eliminated the storage tanks? Dr. Patterson stated he cannot see the storage tank itself, reducing basement backups. (I/I) stands for inflow and infiltration, which references how the water can enter the sewer system. Reducing those reduces the amount of water that gets in the system, which is better since there won't be any overflows. But as far as the individual storage tanks he does not see the benefits, and it is inconclusive to no conclusion, as to how they would address basement backups. On the other hand, the additional projects will definitely address this issue. MSD tried to clarify some of that by saying that if they do these other projects then more sewage will make it down the system because the overflows will be gone. So places where it would discharge into the creek, they are going to seal those off. That would then increase the flow going downstream and thereby increase the chances for overflows.

Councilmember Carr asked if the correct summation of this study would be that although these storage tanks will help MSD meet their goals under the Consent Decree they will not specifically aid U City? Dr. Patterson stated MSD has to do something to control the flow that goes downstream and that's where the storage tanks will benefit them. But until they perform all the additional work described he does not see where the tanks alone will provide any benefit for basement backups. Councilmember Carr stated MSD already has a pumping system located up against a house and she was curious whether anything would preclude them from moving that system towards the front of the lot? Dr. Patterson stated he did not see anything that would preclude them from moving it forward. Councilmember Carr asked if what Council should be looking at is the difference between the two systems? Dr. Patterson stated that was correct. Councilmember Carr stated if the City elects to go with the deep pump system how difficult would it be to conduct oversight or maintenance?

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Dr. Patterson stated Allgeier encountered difficulty trying to get MSD to provide them with information on the deep pump station. So he's not sure whether they did not understand the questions being asked or they didn't know how to answer them. What they did indicate is that they are going to draw from this mainline that is 70 feet below ground, so the pumps would need to be located 40 feet down at a minimum. And even though it's doable, that scenario would pose some maintenance issues. Councilmember Carr asked if it would be an open shaft or filled-in? Dr. Patterson stated his assumption is that they could use open shafts and if there were multiple pumps they could do a shaft for each one. But MSD has not reached that point yet.

Councilmember Carr asked if MSD had indicated whether they had ever performed deep pump construction or if this was something new? Dr. Patterson stated MSD did not indicate one way or the other. Councilmember Carr questioned whether it was possible for MSD to use the shallow system for Option 1? Dr. Patterson stated based on the information provided by MSD, his understanding is that they have to use the deep system.

Councilmember Clay stated Allgeier's Study talks about the volume of documents received from MSD, and yet, even with that, the Study states that there was insufficient information provided to form an opinion on whether one option provided any greater benefit over the other from an operational standpoint, environmental impact or level of service to local residents. Given those caveats, what should Council take-away from Allgeier's recommendation of Area D - Option 1? Dr. Patterson stated the way he would interpret is, from an insider's perspective, whichever option this administration feels would be the most beneficial to the City that is the one he would select. From an outsider's perspective or Allgeier's experience, whatever location sits the furthest away from homes, makes sense. But, if the City decides that the area encompassing the parking lot is best, he would not oppose that decision. In other words, none of the options jump out and say you really need to do it here. Councilmember Clay asked if Allgeier's default was that in the absence of compelling information, keep it away from people? Dr. Patterson stated that would be an excellent summation.

Councilmember Smotherson asked if it was correct, that MSD has asked this administration to make a decision regarding the easement by July 11th? Mr. Rose stated the easements are a separate project. But July 11th relates to when staff will be placing MSD's request related to the easement on the agenda for Council's consideration. Councilmember Smotherson asked whether the easement was located in Area C - Option 6? Mr. Alpaslan stated the easements related to this request are for the line that leads to the junction of the sewers from I-170 up to 82nd Boulevard.

Mr. Rose stated staff has provided MSD with a copy of Allgeier's Report, so in his mind, the next step is to share the City's goal to minimize the economic impact by protecting homes as much as possible. With that said, he does not see a reason to deviate from the consultant's recommendation and would ask MSD to entertain the movement of the preferred option from Area C - Option 6 to Area D - Option 1. Mr. Rose stated he would also ask MSD to provide staff with an update of the project to better understanding where they are at this point.

Councilmember Carr questioned whether a consensus from Council was needed to adopt the consultant's recommendation? Mr. Rose stated nothing was needed at this point in time.

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9359** - AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO 7079. Bill No. 9359 was read for the second and third time.

Councilmember Carr moved to approve, it was seconded by Councilmember Clay.

Mayor Crow announced that there was a need to make several corrections to Bill 9359.

John Mulligan, City Attorney, stated the following corrections are a result of typographical errors:

- Section II which states "*From and after July 1, 2017,*" should be amended to read "*From and after July 1, 2018*".
- Section III which states, "*From and after July 1, 2017,*" should be amended to read "*From and after July 1, 2018*".

Councilmember Carr moved to amend the Ordinance to reflect the aforementioned corrections, it was seconded by Councilmember Hales and the motion carried unanimously.

Roll Call Vote on the motion to approve Bill No. 9359 Was:

Ayes: Councilmember Carr, Councilmember McMahon, Councilmember Hales, Councilmember Cusick, Councilmember Smotherson, Councilmember Clay and Mayor Crow.

Nays: None.

M. NEW BUSINESS

RESOLUTIONS

Introduced by Councilmember Carr

1. **Resolution 2018-9** - FY18Committed Fund Reserve. Councilmember Carr's motion was seconded by Councilmember McMahon.

Councilmember Smotherson made a motion to remove Amendment POL-1801 for further discussion and postponement. Mayor Crow asked Councilmember Smotherson if his motion was related to Resolution 2018-10 rather than 2018-9? Councilmember Smotherson stated his motion is related to the information contained on page M2-5. Mayor Crow informed his colleague that page M2-5 was Resolution 2018-10. Councilmember Smotherson apologized and withdrew his motion.

Roll Call Vote on Councilmember Carr's Motion to Approve Was:

Ayes: Councilmember Cusick, Councilmember Smotherson, Councilmember Clay, Councilmember Carr, Councilmember McMahon, Councilmember Hales and Mayor Crow.

Nays: None.

Introduced by Councilmember Carr

2. **Resolution 2018-10**- Adopt FY19 Annual Operating Budget and 5yr. Capital Improvement Program. Councilmember Carr's motion was seconded by Councilmember Clay.

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Councilmember Smotherson made a motion to remove Amendment POL-1801 for further discussion and postponement; it was seconded by Councilmember Clay.

Councilmember Smotherson stated this motion is based on his belief that there is a need to clear the slate prior to moving forward. He stated his desire is for this Council to be the Council that defines the future of U City and not repeat the mistakes made in the past. And in order to accomplish that goal, Council must give consideration to the fact that a previous vote had been taken, and approval granted, for the construction of a new police station. In addition, two studies were performed that alluded to the fact that moving the police station to the Annex was not a good idea. And yet today, Council is being asked to adopt a Resolution containing an amendment which seeks to establish a substation, perform work on the Annex, and references the acquisition of land in the 3rd Ward; which equates to the removal of houses. All of which seems to be in total contradiction to the previous vote and studies performed by Council. So the question he posed to the City Manager is the same one he will pose now; what if residents of the 3rd Ward don't want a substation in their neighborhood?

Councilmember Smotherson stated this Council has never addressed these issues, therefore in his mind; all of those actions are still on the table. He stated this is an important issue for every member of Council, and he would like to see everybody be on the same page with accurate and clear information that renders an honest and fair decision.

Councilmember Clay stated being new on the Council he does not have enough information to form an opinion as to the appropriate direction for a police station. So irrespective of whatever direction this discussion may go in, he would like to suggest that the City Manager initiate a Study Session to dig into the merits or demerits of the options that have been articulated in the past. Councilmember Clay stated he has a great deal of trust in the guidance provided by the City Manager and Chief of Police, but at this point, he would love to have a presentation or documentation he can point to and say this is the rationale.

Councilmember Carr provided the following historical background:

- Two studies were conducted, and as everyone in this room probably knows, she found great fault with the Chiodini Study. She requested that Council hire someone to vet the study and what Council received was a report that raised more questions than it answered. Nevertheless, that specific Council raced to obtain approval to build this brand new Taj Mahal.
- Subsequently, when Council began to look at the financing, citizens began to express their desire to protect and maintain the City's historic buildings; which included the Annex. They put together a petition drive that resulted in a proposition being placed on the ballot that won the citizens' approval. As a result, the City is no longer free to demolish, sell or lease the Annex without a vote of the people.
- Some members of Council wanted to utilize Certificates of Participation (CIP) to finance the station. CIP(s) require no vote of the people and the money is secured by an incoming revenue stream. That vote failed.
- Next, Council looked at running a bond issue. However, based on a Council Rule which states that once an issue is voted down it cannot be brought back again for one year, that idea was discarded. So, in spite of the fact that Council voted to approve the Resolution to build new, there have always been questions in her mind, about the data provided that led to that conclusion.

Councilmember Carr stated even though she can understand Councilmember Smotherson's concern about a new direction; that direction was anticipated when Council conducted a search for a new City Manager who they knew might have a different policing model, or even that there might not be enough money to do what had originally been planned. And after spending 3 million dollars to house the City's Police Department in a temporary facility, on land that is being leased, she thinks Mr. Rose has come up with a very clever way to move forward and address the City's need for a new facility.

Furthermore, on May 14th, this Council voted to lend the money from the General Fund; (6 million dollars), to the Prop P Fund to ensure that this expense would be covered, so she is a little surprised that this issue was not raised earlier. And while she certainly understands past behaviors and mistakes, i.e., there being no lights on the driving range in spite of the fact that the City has an Ordinance which dictates when the lights should be turned on and off, this amendment is not a midnight surprise. Councilmember Carr stated she is more than willing to engage in a Study Session or talk about why a two-station model or money, but she is unwilling to remove this amendment from the Resolution.

Councilmember Hales stated he shares Councilmember Carr's concern with respect to the timing of this motion. Because even though he is the newest member, he clearly remembers listening to the presentation made to Council on May 14th as a citizen participant and understanding exactly what was being proposed. So, he doesn't see a problem with the purpose of the amendment or the allocation to commit a portion of the funds that his colleagues approved on May 14th. And at some point, all of the issues concerning land acquisitions, design, and contracts will come back to Council for consideration, so he has no concerns with this remaining in the budget.

Councilmember Smotherson stated while he was a part of the vote taken on May 14th, the language contained in this amendment was not a part of that discussion and vote. And as a Councilperson from the 3rd Ward, he does not feel comfortable moving forward knowing the potential problems this amendment could create for his Ward. He stated and while he definitely understands Councilmember Carr's position with respect to the imperfections she found in the studies, those imperfections did not lead to a determination by Council that the studies were null and void. Councilmember Smotherson suggested that Council give consideration to conducting another study to validate the proposed actions contained within the amendment.

Councilmember McMahon stated his question is what, if any, disruption would be created by removing the amendment and then bringing it back for a vote? Mr. Rose stated this amendment is really the first step representing the City's commitment to budget for this facility in the event Council decides to move forward in that direction. And as a part of the Work Plan staff's intent is to outline a presentation on the City's policing strategy which will take some time to prepare. So it's not just a situation where you will be discussing a building, it includes automation, technology, volunteerism, and the issuance of an RFQ before the design phase can even commence. Mr. Rose stated he does think the City has some challenges as it relates to the current facility, which was always intended to be temporary. However, rendering full disclosure, the police station could probably remain in its current location for another five to eight years. But anything could happen to alter that timeframe and then where would you go? So the longer Council delays on this end, the more of a rush it will create later on.

Councilmember Carr stated the last study cost over \$250,000, and the examination of that study was \$30,000. So even though there are probably some things that can be gleaned from the study, being relatively short of money she is unwilling to do another study like that, which simply provided Council with the optics for making one decision over another.

Councilmember Carr asked Councilmember Smotherson if he could provide her with the exact portions of the amendment he was objecting to?

Councilmember Smotherson stated since there is no commercial lot available in the 3rd Ward he is troubled by the section that speaks to a land acquisition. Councilmember Carr stated based on her understanding, the reason for the amendment is to include language that allows staff to look at the design of the Annex at the same time they look at the design of the new station. Mr. Rose concurred and added that the amendment simply includes the Annex as a part of the design, not the construction or remodel.

Councilmember Carr asked Mr. Rose if there was any intent to remove homes in the 3rd Ward to construct a facility? Mr. Rose stated there is no intent to use eminent domain, simply a willing buyer and seller approach. But even if Council decided to move forward with the construction of a large police headquarters the acquisition of property would still be necessary.

Mr. Rose stated while he still does not believe the City is in a financial position to afford a large headquarters, should Council find there is a need for a station in the downtown area then it seems to make sense to design both facilities simultaneously so that decisions can be made regarding what activities should be located at the new facility and which ones should remain at the existing facility.

Councilmember Carr asked whether staff had identified a suitable area for the new facility? Mr. Rose stated at this point, the area staff has explored is the northeast section of the City because although the frequency of crimes is higher in the Loop area, the most severe crimes occur in the northeast section. However, even though staff has explored this area, by no means have they nailed down exactly where it is going to be.

Councilmember Clay stated in an ideal scenario; especially for something of this magnitude, there is a cycle that involves the presentation of data, a policing strategy, and the resources to support the implementation of that strategy. However, at this point, Council is kind of in the resources piece without having a strategy; which he understands is forthcoming and he looks forward to given the professionalism of the City Manager and the Chief of Police. But as that relates to moving forward, not having those pieces presents a challenge for him.

Councilmember Smotherson stated he is not against the Resolution nor is he necessarily against the amendment. His thoughts were that this amendment could be added back into the budget, so the purpose of his motion was to generate discussion; specifically with respect to land acquisition and the impact, it could have on homeowners. Councilmember Smotherson stated there are things he cannot say because of the City's position that he believes are relevant and need to be discussed by this entire Council. In other words, taking action now, rather than scurrying to take action in the future.

Mayor Crow thanked members of the audience for their patience and hoped they recognized the level of the debate on an issue he thinks is of importance to the entire community. Being on the opposite end of the new member spectrum, it is abundantly clear that this is a new body, with a new direction.

He stated that he could not agree more with Councilmember Carr's comments regarding the Chiodini Report and the manner in which it was handled.

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He is also appreciative of the fact that Council did vote on this amendment and has already had this conversation. Mayor Crow stated he does not find it to be a credible argument nor does he understand the distinction being made between the two facilities with respect to the acquisition of land. But when you play on emotions like that, it is unfair to your colleagues and the citizens of this community. The conversation is, this is a City that likely will not be able to pay for an 18 million dollar police station, and thus there is a need to look for alternatives. But no one sitting on this dais has any interest in taking someone's home, whether it is for a substation or police headquarters. And the fact that members of this community keep coming back to this issue is wearing him out.

Mayor Crow stated this Council wants to do what is best for its community. Therefore, he is happy to have as many Study Sessions on this issue as his colleagues deem necessary and happy to host or be a participant in any neighborhood discussions; in any part of this City, but he cannot support removing this amendment from the budget. Because the truth is, the very first time Council met with Mr. Rose he said, I will always answer your questions; you may not like the answers, and then proceeded into a conversation about the police station and what might not be the right path going forward. Now, while that does not mean Council will be voting to build a new substation, it does mean that the professional opinion of the City Manager has been consistent and that's the opinion he will be supporting.

Roll Call on Councilmember Smotherson's Motion Was:

Ayes: Councilmember Smotherson and Councilmember Clay.

Nays: Councilmember Carr, Councilmember McMahon, Councilmember Hales, Councilmember Cusick, and Mayor Crow.

The motion to remove the amendment failed.

Citizen's Comments:

Patricia McQueen, 1132 George Street, University City, MO

Ms. McQueen stated she has been involved in discussions about the police facility for several years and found notes depicting some of the chain of events associated with this project.

- On March 14, 2016, the Council majority voted to build a new police facility; two members voted in opposition.
- In July of 2015, six or seven million dollars was taken out of the General Fund reserve for renovation/construction of the station.
- The Study conducted by Ross & Baruzzini estimated that it would cost \$26,484,849 to renovate the City Hall Annex; that a new facility would cost \$17,345,020, and that both of these estimates were expected to increase each year.
- Chiodini's Study estimated that it would cost \$19,952,116 to renovate the City Hall Annex and \$12,463,380 to build a new facility.

Ms. McQueen stated what she does not know is when the City went from deciding to build a new facility to renovating the Annex; something she has always been against since she found it to be an unsuitable environment to work in. So she is looking forward to attending the Study Session on the police station in hopes of learning about how these decisions are being made.

Mayor Crow apologized to Ms. McQueen for his failure to recognize that her comments were associated with the amendment and should have been heard prior to the conclusion of that debate.

Council's Comments:

Councilmember Clay stated he would like to make the following motion regarding the request from the Senior Commission: To amend the budget by adding \$5,500 which shall be allocated to ITN Gateway for scholarships to support its transportation program. Since this is a new program he would like to institute some parameters and request that the total allocation of \$5,500 be disbursed in the following manner: That the first disbursement of \$2,700 will be provided after the establishment of metrics for success, and the second disbursement of \$2,700 be provided after completion of a six month evaluation of the program.

Mayor Crow asked Mr. Rose if he was comfortable with the parameters established within Councilmember Clay's motion? Mr. Rose stated staff would certainly work with Council to determine what the measurement system should entail and move forward with the disbursement of funds after July 1.

Councilmember Hales seconded the motion and stated although he is okay with the concept, he does have questions about how this program will be implemented. He stated in the information provided to Council, Ms. Diekemper's document says they are seeking to have a member(s) of the Senior Commission administer the allocation of funds.

Councilmember Clay stated with the Mayor's permission, he can address that question. As liaison to the Senior Commission he has had several conversations about this request, and both he and Ms. Diekemper believe that it is not appropriate for the Senior Commission to make any allocations or decisions associated with funding. And that perhaps, this should be a function of the Senior Coordinator or a member of staff.

Councilmember Hales stated he would feel much more comfortable with the staff's administration of this program.

Councilmember Carr distributed a copy of the cost-comparison analysis between ITN and Uberx to Council. She stated since the fiscal note justification says that the introductory annual membership to be paid is \$55.00 per individual, and ITN's information says that membership is \$50.00, she is curious to know which one is correct?

Ms. Diekemper stated during her presentation before Council on June 11th, she acknowledged that the \$55.00 was a typo and the correct amount should have been \$50.00.

Councilmember Carr stated while this decision should not be based solely on cost, she did feel there was a need to determine the exact cost of the program, and this is what her analysis revealed:

ITN Gateway Associated Ride Costs:

- \$50.00 Annual Membership Fee
- \$2.50 Pickup Fee per ride
- \$1.50 per mile charge
- No Tips

Uberx Associated Ride Costs:

- No membership fee
- \$1.50 base fee at .20 cents a minute
- \$1.26 per mile charge

- \$3.00 service fee
- Tips are optional

Utilizing a 4-mile ride from Heman Park to St. Louis Galleria; which takes approximately twelve minutes, ITN's ride costs \$8.50 and the Uberx ride would cost \$13.50. But, when you factor in the cost of ITN's membership fee required to take advantage of their pricing structure, that same ride would cost \$58.50. So, the real question then becomes where is the breakeven point? The answer turned out to be ten rides. At that point you have spent \$135.00 no matter what service you use, and only after that point does ITN become the cheapest form of transportation.

Councilmember Carr stated the next thing she looked at was the grant and what it provides. It says that the City will pay the membership fee and put \$100.00 of ride credits into each account. So does the \$100.00 ride credit increase to \$200.00 for a couple or must they split the \$100.00 credit?

Essentially, each recipient of this grant would get a total of \$150.00. That's \$15.00 less than the breakeven point, which comes down to five roundtrips at 4 miles per trip. So, what are we really giving people?

- You can only access Uber via an App; which she does, and since she's almost seventy, that clearly fits into the senior category. But others may not have smartphones or use Apps.
- ITN Gateway can be accessed by phone.
- Both provide service 24/7.
- ITN Gateway offers arm-to-arm and package assistance.

The point is, there are other advantages and that's why she would be willing to consider this request if, in fact, staff establishes criteria for the selection of these scholarships and maintains data needed to measure the program's effectiveness. Councilmember Carr stated her greatest concern has always been that this program would not help the people who need it the most. So perhaps, the Senior Commission could provide Council and staff with a needs analysis and that information, along with Council's expectations, can be examined further in a Study Session. Final question: What happens to the scholarship if a recipient moves outside of U City?

Councilmember Cusick posed the following questions:

1. Is the \$50.00 membership fee paid through the grant?
2. If the \$50.00 membership fee is paid out-of-pocket will ITN get the funds or will they go into an account that replenishes or offsets the grants?
3. Based on Councilmember Carr's analysis this grant will help 36 people at a cost of \$1,800. Could that money be used more efficiently if you bypassed the membership fee and simply paid for the cost of each ride?

Councilmember McMahon stated the math in the request does not seem to make sense. The total budget request is for \$5,500, and it states that their intent is to pay these funds out to 33 individual memberships estimated in five couples.

1. Do the five couples have to ride as a couple?
2. Does this mean 10 people?

If they must ride as couples that gives you 38 participants. And if it means 10 people, that gives you 43 participants. But if each scholarship is \$100.00, somebody is going to be left out.

Councilmember McMahon stated he understands that the idea of this program is to provide affordable rides for people who need them. But in reality, it sounds more like a needs-based program as opposed to a participant-based; first-come, first-serve program. So prior to establishing the metrics, there is a need to determine the intended audience. Is it for all residents sixty and above, as well as those who are visually impaired or is it for residents who fall in these categories that cannot afford ITN?

Margie Diekemper, 8039 Gannon, University City, MO

Ms. Diekemper stated she is speechless because the Senior Commission has provided an incredible amount of information and even invited each member of Council to initiate dialogue with them about the content of that information. But no dialogues were ever initiated nor were any questions asked, until tonight, at the eleventh hour. She stated while she appreciates all the work that has been done, this is not just about cost. Ms. Diekemper stated she has been a Public Health Nurse for many years, and years ago, when speaking on the topic of public health programs, Dr. C. Arden Miller, said something that stuck with her. He said sometimes we do things because they are the right things to do. And this program is the right thing for U City to engage in on behalf of its seniors who have no other transportation options. This is not only a public health program; it's about safety, and quality of life issues. And after studying other options and partnering with the St. Louis County Age-Friendly Community ITN has been presented as the best option available.

One of the questions posed by Councilmember Clay was is this a pilot? And although it is not a pilot in St. Louis County, if U City wants to consider it as a pilot, that's fine. But she just can't believe we are here almost making a joke about such a serious recommendation. Ms. Diekemper stated she could answer all of the questions raised, but was unsure whether Council wanted them answered in detail tonight?

Mayor Crow stated Council respects the work that has been performed by this Commission and no member has in any way acted as if this were a joke. He stated he believes the questions are fair and before taking a vote they would certainly like to hear the answers.

Ms. Diekemper stated although she would agree that the questions were fair, she perceives tonight's process as difficult to seriously accept when the invitation to have these discussions has been extended on numerous occasions. Moreover, she thinks it is not respectful of her, to let it boil down at the eleventh hour and be placed in the position of trying to provide detailed answers. That being said, if the questions could be asked again, she would try to answer them all.

Mayor Crow stated he believes the time being spent on this request demonstrates the priority Council has placed on this program. And he also believes his colleagues would be more than willing to restate their questions.

Councilmember Hales read the following excerpt from Ms. Diekemper's April 2nd email into the record and stated his question was about the Commission's oversight of the monies granted. *"It is no longer an expectation that one or more members of the Senior Commission will participate in the active oversight of monies granted through this process, including gathering information on the workability of the scholarship process, the amount of the allocations, and the evaluation of the service itself,"*

Ms. Diekemper stated when the Commission first approached Mr. Rose their hope was that the Senior Coordinator would have some input and that if these monies were awarded, they would go into the Senior Coordinator's budget and she could manage them; since all payment transactions are handled through ITN's central office. So you are absolutely right, Councilmember Hales, members of the Commission cannot administer money, nor does she think it is appropriate for the Senior Commission to participate in who the scholarships will be awarded to, or even who is applying. But as the originator of this proposal, the Commission should have input into the criteria used to award scholarships.

Ms. Diekemper stated ITN-St. Charles, which is now ITN Gateway and its St. Louis County affiliate, has received a substantial amount of funding from a local charitable foundation to help individuals who are not financially able to pay the membership fee with scholarships. Volunteer drivers can also donate the credits they earn to people who need the assistance to pay for the ride.

Councilmember Cusick stated the one thing he has learned in the few short months he's been on Council, is the breadth and depth of expertise held by the people who serve on the City's Commissions and Boards. This Council values the work they do, so please don't think your recommendation is being viewed as a joke. With respect to your eleventh-hour perspective, this is the process. This is how Council learns about the recommendations before them by asking questions in an open forum where it can be debated. He stated he is quickly reaching the age of becoming a part of the senior community and is very concerned that seniors are receiving the help they need. So please accept his apology if this seems to have been a hostile environment because it certainly was not intended to be. Councilmember Cusick stated here is one of his previous questions: Could the money used to pay for the membership fees for 36 people be used more efficiently if you bypassed the membership fee and simply paid for the cost of each ride?

Ms. Diekemper stated ITN Gateway is a single purpose organization, so providing a ride where individuals simply pay a fee does not account for what it takes to run this not-for-profit. The \$50.00 membership fee augments the running of this organization and goes back in to help pay for services across the board. She stated this is a national model that has proven to be cost-effective, and as a result of their tight-ship approach, they do very little marketing.

ITN has a proprietary software system that keeps track of every ride; the total miles; the time each trip takes, and the number of rides taken by individuals who have purchased a membership. Each month members get an accounting for the number of rides they've used and their remaining balance. So, should Council see fit to grant this request she should be able to get the metrics that have been asked for and keep track of those statistics. Ms. Diekemper stated what they already know is that 75% of rides provided so far have been for U-Citians, and 70% of all registered riders are from U City. That's a pretty good indication that U City has the need and she believes that need will grow. Therefore, she hopes the Senior Commission and Coordinator will be provided an opportunity to sit down with Council and figure out how every Ward can take advantage of U City's ride scholarships or have access to the charitable foundation funds.

Councilmember Cusick asked Ms. Diekemper if the Commission already had the metrics to illustrate the type of service riders have used in the past? Ms. Diekemper stated they had only started gathering statistics previously one month ago, and the percentages she stated are from May 9th to June 9th. Councilmember Cusick asked if she had the number of how many people have registered? Ms. Diekemper stated she did not have that number, but could say there have been over 70 rides provided since May 9th. Although obviously, a portion of that total is generated by riders who use the system on a regular basis.

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Councilmember Cusick stated since 75% of the people that have already signed up are from U City, would any funds ever go to people outside of U City? Ms. Diekemper stated the requested funds are only for residents of U City.

Councilmember McMahon stated when he did the math on the numbers they did not make sense. But, his assumption is that you can simply take the \$5,500 and figure out how many actual scholarships it will provide? Ms. Diekemper stated there would be more than 33 individuals at \$50.00 per scholarship. So, if \$100.00 goes into the account for 33 individuals and each couple receives \$100.00; not \$200.00, that adds up to \$3,500. Councilmember McMahon stated 33 individuals, plus five couples each receiving \$100.00 that would be \$3,800. Ms. Diekemper stated although her math was incorrect, there would be 33 individuals and five couples.

Councilmember McMahon asked whether the Senior Commission had already determined the eligibility criteria for the award of ride scholarships? Ms. Diekemper stated they had established an outline but was waiting until after they had received approval to complete the final draft. She stated the Commission has always conceived these ride scholarships as being available to people who were ride-needy; meaning people who by virtue of either their finances or lack of mobility options, need help with transportation. So, they are going to be looking at need, but not just in terms of finances.

Councilmember McMahon stated it's apparent that U City is going to be drawing a large chunk of the proceeds since it has reached 75% in such a short period of time. And since ITN already has a charitable scholarship fund set up, should the City just partner with ITN directly and help some of its neighboring communities at the same time? Ms. Diekemper stated last year the Commission did ask that a lump sum check go directly to ITN, but that was denied. So this year they thought it might be more palatable to establish ride scholarships that provided a direct benefit to U-Citians and not its' neighboring communities.

Mayor Crow informed Ms. Diekemper that that was the conclusion of Council's questions, however, they would welcome any additional remarks she would like to make. Ms. Diekemper stated first, she would like to apologize for her remark about this being a joke. It wasn't that she thought anyone was a joke, but it was rather challenging to accept some of the dialogue. Ms. Diekemper stated she is very passionate about this drive service and thinks it is one of the best things she has heard about in a long time. She provided Council with several examples of passengers who are engaged, active and want to remain independent. They are all perfect examples of the fact that just because someone can't drive means they want to stop living the life they've lived. That's why she is adamant about her belief that this is not just a public health issue, it's also a safety and quality of life issue. She stated she has not seen any other ride service as reliable, trusted, and who treats their passengers with dignity. Therefore, her hope is that Council will find this to be a good program to put their vote behind. Because she thinks it is an affirmative vote for U City seniors and will be some of the best PR the City can have in the community of geriatric senior service providers.

Councilmember Carr stated she wanted to make certain that the passage of this amendment is predicated on the request to have a Study Session to discuss Council's expectations and establish metrics? Councilmember Clay agreed that it would be.

Councilmember Hales stated he still had a concern and did not want to entertain amending the motion. Because what he heard was that the scholarships would be based on needs that extend beyond finances.

But he would feel more comfortable knowing that it truly was a financial need because he would hate for this to move forward and know that someone who had the financial means obtained a scholarship over someone who may not have the same means.

Councilmember Cusick stated he would be willing to support this amendment with the caveat that Council is provided with an evaluation report prior to the second distribution of funds.

Councilmember Clay informed Councilmember Cusick that his caveat had already been included in the motion. He stated he is certainly passionate about evaluation programming and metrics, but Council needs to remind themselves of the scale being discussed. While he takes the stewardship of taxpayer funds very seriously, if this program is unsuccessful after six months, at most; the City will have been injured to the tune of \$2,700. So while he supports a Study Session, at the end of the day, it's \$5,500.

Roll Call Vote on Councilmember Clay's Amendment Was:

Ayes: Councilmember McMahon, Councilmember Hales, Councilmember Cusick, Councilmember Clay, Councilmember Carr and Mayor Crow.

Nays: Councilmember Smotherson.

Citizen's Comments:

Gregory Pace, 7171 Westmoreland, University City, MO

Mr. Pace stated there is a line item regarding a \$133,000 transfer from the EDRST Fund to the General Fund to support the new position of Director of Economic Development. And his concern is about the process since he had been unable to find any documentation indicating that the Board had voted to approve this transfer. He said if you read 67.1305, it states that the EDRST Board controls the budget for their funds. They set the budget and then it goes to Council who has final and total control. So if that \$133,000 was put in the budget by staff, it should not have been because they have no control whatsoever, over the EDRST budget. Mr. Pace stated he had tried to do the research, but if the Board voted and this was an oversight on his part, then he would apologize.

Roll Call Vote on Resolution 2018-10, as Amended Was:

Ayes: Councilmember Hales, Councilmember Cusick, Councilmember Clay, Councilmember Carr, Councilmember McMahon, and Mayor Crow.

Nays: Councilmember Smotherson.

BILLS

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)

Tim Parson, 1161 Ursula, University City, MO

Mr. Parson expressed the following concerns:

- The need to reduce the budget by hiring security officers;

- Exploring the concept of building a career academy to provide people with better opportunities versus a warehouse like Costco who pays slightly above minimum wage, and
- The need to hold police officers accountable for frivolous actions through the enforcement of City Ordinances.

Sonya Pointer, 8039 Canton Avenue, University City, MO

Ms. Pointer stated she would like the City to stop the TIF Project because she thinks the whole process has been backward. The first step should have included some rigorous community engagement to determine what residents want for their community, and the next step should have been to seek funding based on those needs.

She also does not think the City has addressed her concerns with respect to gentrification. So perhaps, the Commission could set aside some time to educate some of her neighbors about what gentrification actually is; especially those who continue to mock this concept because they are disconnected and privileged.

Ms. Pointer stated she was really surprised by the City Manager's comment at the last TIF Commission meeting; that people throw race around because it's an explosive topic. We are reminded on a daily basis that race is an issue in this country. But his comment was markedly surprising because the same argument has been used in discussions regarding MSD's proposed project; race and low-income. So she thinks the argument is valid as it relates to this development; especially since so many people of color and low-income have expressed concerns. Those concerns need to be taken into consideration because there is some merit to what they are saying. She stated she also noticed that some of the shocking and disappointing comments made by Council had been excluded from the minutes. So she would request that the minutes be amended to reflect exactly what happened.

Ms. Pointer stated while it's unfortunate, she has now lost trust in her City Council. The fact that NOVUS has already purchased Jeffrey Plaza and has homes under contract, prior to this project getting underway, illustrates their lack of transparency. She also feels bad for the people in RPA-1, who are hanging on by a thread trying to figure out what is going to happen. She stated although the City's attempt to meet with residents prior to the August 23rd TIF Commission meeting is good, she does not think it's enough time to devise a plan prior to the anticipated timeframe for making a recommendation on the TIF funding.

P. COUNCIL COMMENTS

Q. ADJOURNMENT

Councilmember Carr moved to adjourn the meeting, it seconded by Councilmember McMahon and the motion carried unanimously. The City Council meeting was adjourned at 9:32 p.m.

Respectfully submitted,

LaRette Reese
City Clerk

Jerrold Tiers
7345 Chamberlain

At the last TIF Commission meeting, a large number of people got up and protested the project, describing it as tearing apart the community, gentrifying the area, and driving out immigrant businesses.

There needs to be much better Public Relations on this project. The actual project area is small, but many still seem to see the entire Ward 3 as the "target". Others seem to fear that the goal is to turn all of Olive into a generic strip mall of "chain stores".

I have discussed it with some council members, and have been assured that we want to keep the affected businesses on Olive. I hope that represents the majority on the council.

The City may need to be more pro-active, however. Providing some relocation money is good, but it may take more effort, and it may need to start sooner because there is enough instability right now to drive out businesses before any TIF decision is made.

Most of the small businesses should be able to move east to existing empty locations. There are many empty storefront strips and buildings, some of which have had restaurants in them. It may take some work on the part of the city to help get the process jump-started, such as identifying suitable potential locations. The city cannot remain passive, it needs to actively reach out.

There is also a question of what exactly will be done in RPA2, and whether that will actually have the desired effect.

Just pouring money into RPA2 will not necessarily fix the problems in a way that gives residents of RPA2 a real benefit that will last. If this is worth doing, and I think it obviously is, it has to be done in a way that the result of the community and housing work is a permanent boost. This is a project for the long term.

The problems I see it being aimed at in RPA2 are:

- 1) Deteriorated housing
- 2) Problems with banks undervaluing and not lending
- 3) A disproportionate amount of rental housing
- 4) Low basic property values
- 5) Deteriorated infrastructure

Fixing deteriorated housing will require people to apply for loans or grants and repair their homes. Many may refuse because they are afraid that their taxes will go up and be unaffordable if they do too much work and make their houses "look too nice". And, just one bad house on a block can drag down the whole block. To work, this needs a full buy-in from both residents and rental owners, and that means a strong outreach effort by U-City is needed.

Bank valuation is an issue that U-City has little control over. It might need a different approach. Red-lining is not allowed, but there seems to be what might be called "pink-lining" of the area north of Olive (see comments by Councilmember Clay at TIF hearing #2). If banks will not lend on pretty much any house in RPA2, then we will get even lower values, more rentals, and more community instability. We need to attack the real reasons why banks fail to lend, which means identifying them and fixing them.

- Do we know what the banks and appraisers really rely on?
- Can we actually affect those factors? How?
- Do we have a means to get banks to change their evaluation of RPA2?

Rental housing comes from the bank loan issue because the only customers left when banks will not lend are cash-paying investors looking for rental property. Convincing rental companies to upgrade their properties to match the ones upgraded through loans or grants may be hard. Is there a way (perhaps code enforcement?) to affect the amount of existing rental property, or at least affect the rental housing quality through this project? That may be key to the bank loan issue.

Property values theoretically will get fixed if enough people apply for loans etc and do the repairs. Presumably, if homes are repaired, their assessed value goes up. But I am not sure the County really will notice improvements, nor do I know if the County ever reduced values as much as banks seem to have done.

- How can this improving be done without having taxes go up significantly, just as residents fear that they will? After all, part of this is actually about improving the tax base.
- Can we avoid having "de-facto gentrification" through taxes? There are tax credits available for seniors to offset property taxes, for instance, but few know about them. Do we have any outreach planned to help with this? We should.

These are all things that have to be considered. I assume they are in fact being considered.

It would be beneficial for the City to be much more pro-actively open about what is proposed, where it will be done, and how it will be done. I fully realize that the information is technically available, but more than simply posting documents may be needed if you want to get good buy-in on this project.

The comments at the various TIF meetings clearly show that a lot of people have what appears to be an entirely wrong understanding of what is intended. You need to work hard on that to make this project succeed and work as intended.

Jerrold Tiers
7345 Chamberlain

WWW.NEXTDOOR.COM

Generally supportive of the development. U City needs economic growth/revenue. CBA details would be better worked out by elected officials.

Strongly in favor of the development as it stands (especially if it's a Costco)

Generally opposed to the development. It must include CBAs worked out by community organizations with benefits for U City especially the 3rd Ward.

Strongly opposed to the development. This feels like gentrification that will only benefit the developer and hurt U City

Ambivalent

Other. Please indicate in comments below



Search

MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, July 9, 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, July 9, 2018, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

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

Councilmember Stacy Clay
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Jeffrey Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson

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

C. APPROVAL OF AGENDA

Councilmember Carr moved to approve the agenda as presented, it was seconded by Councilmember Smotherson and the motion carried unanimously.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. June 18, 2018, Study Session meeting minutes were moved by Councilmember Carr, it was seconded by Councilmember Cusick and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

G. SWEARING IN TO BOARDS & COMMISSIONS

1. John Tieman was sworn into the Arts and Letters Commission at tonight's meeting.
2. Margaret Ullman was sworn into the Park Commission in the Clerk's office on July 6, 2018.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Tim Parson, 1161 Ursula, University City, MO

Mr. Parson asked if he could be allotted the same time to make his comments as other citizens had been given at the last meeting.

He then expressed the following concerns:

- The buy-out versus the creation of utopia.
- Public safety; (the interpretation of speeding as a criminal offense).
- The proposed 3rd Ward substation and eminent domain.

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- The need to create Ordinances that hold police officers accountable.

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated it seems there is a need by City officials to cover up a lot of information, even if it violates the law. So the MO Attorney General is investigating complaints filed against the City for several Sunshine Law violations.

And if the proposed Olive/170 development is such a great project why is there a need to keep information from the public? Given the history of the developer and the magnitude of this project, public scrutiny is important; especially since there was no public input in the planning.

Mr. Sullivan stated now the City wants to hire a Public Information Officer, but when you cover up information and deceive the public more PR isn't the answer. One way to get credibility is to make the promises about eminent domain legal by putting them in an Ordinance. The City should stand by its initial pledge of only using eminent domain for Public Storage. However, he thinks NOVUS has been promised that eminent domain will be used if needed, which might be why Councilmember Carr needs to keep her emails covered up.

Aren Ginsberg, 430 West Point Court, University City, MO

Ms. Ginsberg stated she wanted to thank Mayor Crow, Councilmember Smotherson, and Councilmember Clay, for sponsoring two public meetings regarding the proposed Olive /170 development on August 8th and August 17th. Both meetings will commence at 6 p.m.

Steve Glickert, 7750 Blackberry, University City, MO

Mr. Glickert stated he appears before Council every four or five years to discuss the same subject; the 800 block of Warder. He stated tonight's appearance was prompted by an email sent to one of his neighbors, which said, "*We're gonna get that done*". Mr. Glickert stated his twenty-four-year quest started with the City putting tar and rock on the street which resulted in tar and rocks on their cars and in their houses. In 2000 the City put down a Micro seal. They didn't repair the sub-base and within two weeks the micro-seal was cracked. Four months after he brought this subject up again, in 2015, they paved the 6 and 700 blocks of Warder; that at the time didn't require paving and ignored the 800 block which continued to deteriorate.

The City paved the 800 block of Greenshire Court which has 12 houses and no traffic; the 800 block of Duke with 9 houses and no traffic, and sealed the 7700 to 8000 blocks of Balson, Stanford, Cornell, and Gannon last summer and resealed them again this summer. But Warder, which carries an inordinate amount of traffic, continues to be ignored year-after-year. So, since this is the administration of transparency and they're now saying, "*We're gonna get this done*," Mr. Glickert suggested that a paving schedule be published so that residents can see exactly what is going to happen and where it's going to happen.

I. PUBLIC HEARINGS

1. HopCat Liquor License – 6317 Delmar Blvd.

Mayor Crow opened the Public Hearing at 6:46 p.m., and hearing no requests to speak, the hearing was closed at 6:46 p.m.

2. Blue Box Pizza Liquor License – 6394 Delmar Blvd.

Mayor Crow opened the Public Hearing at 6:47 p.m., and hearing no requests to speak, the hearing was closed at 6:47 p.m.

- J. CONSENT AGENDA – Vote Required**
1. FY2019 – Community Development Block Grant Funding Agreement
 2. One STL Regional Sustainability Plan
 3. Missouri Clean Energy District – Letter of Support
 4. Liquor License – The Wacked Out Weiner
 5. Liquor License - HopCat- 6317 Delmar Blvd.
 6. Liquor License - Blue Box Pizza – 6394 Delmar Blvd.

Councilmember McMahon moved that all six items be approved; it was seconded by Councilmember Carr.

Mr. Rose noted that a Public Hearing had been held on June 11, 2018, to receive comments on how the funds in Item No. 1 should be used.

Voice vote on the motion to approve carried unanimously.

- K. CITY MANAGER'S REPORT**
1. Change Order – Project 1363 Asphalt Improvements at Various Locations

Mr. Rose stated the bids received for this project were lower than anticipated, which has enabled staff to add some additional streets. He then asked Mr. Tate if he would provide Council with an overview of this year's paving projects.

Errol Tate, Project Manager for Public Works stated the budget for this project was \$700,000, while the bids received to cover some of the streets with fewer impairments totaled \$460,000. As a result, the following streets have been added and will receive a Nova Chip full depth asphalt overlay designed for preventive maintenance: Warder, Coolidge, Waterman, Milan, Wilshire, 82nd Street, Teasdale, Dover, Balson, Ahern, Shaftesbury, LaFon, Richard, Orchard, Mona, Gannon, Camden, Dartmouth, and Tulane,

Mr. Rose asked if this project included the 800 block of Warder? Mr. Tate stated Warder will be one of the first streets to receive improvements.

Mr. Rose recommended that Council approve the Change Order for the ultra-thin bond asphalt wearing surface and an award of the contract to NB West Contracting in the amount of \$1,510.00.

Councilmember Carr moved to approve, it was seconded by Councilmember Hales.

Councilmember Carr agreed that Warder was in pretty bad condition and questioned whether the Nova Chip would actually solve the extensive repairs needed on this street? Mr. Rose stated his understanding is that the approach being used to seal the streets would be effective.

Mr. Tate stated they will be using the same material used on Woodson Road. On streets in really bad condition, base repairs are completed first, and then the edge is milled 4 feet on each side before the Nova Chip is applied. Councilmember Carr asked if a basic repair was different than the cold repairs seen when filling a pothole? Mr. Tate stated unlike repairs to potholes they would be performing full-depth repairs prior to the application of Nova Chip. Councilmember Carr asked if this process resulted in a secure application with the appearance of a newly paved street?

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Mr. Tate stated once the base repair is complete, it is covered with a thin layer of asphalt to create a totally new surface, which does give the appearance of a newly paved street?

Councilmember Cusick stated with Warder being an ongoing problem, he is curious to know whether staff has a procedure in place to identify problem streets and then monitor them periodically once repairs are made to ensure that everything is still intact? Mr. Tate stated every two years the department conducts a street rating review where interns are sent out to rate every street in the City. Warder was not listed as one of the worst, which is why it was not on the initial repair list. However, once the repairs are completed Warder will be rated again next summer. Councilmember Cusick asked whether the work performed by contractors was inspected by staff? Mr. Tate stated an inspector remains on the job site to ensure that the work is performed to the City's satisfaction.

Councilmember Clay questioned whether the street listed in the third paragraph from the bottom of the grid should be Canton rather than Camden? Mr. Tate stated that it should be Camden Court.

Voice vote on the motion to approve carried unanimously.

L. UNFINISHED BUSINESS
BILLS

M. NEW BUSINESS
RESOLUTIONS

BILLS

Introduced by Councilmember McMahon

1. **BILL 9360** – AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY. Bill Number 9360 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember Smotherson reminded every one of the Arts & Letters concert at Heman Park tonight.
3. Boards, Commissions, and Task Force minutes
4. Other Discussions/Business
Mr. Rose announced that staff had officially scheduled the community meetings, which Councilmembers Smotherson or Clay may want to address.

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Councilmember Clay stated public meetings for the purpose of understanding what residents would like to see in terms of benefits in the Redevelopment Agreement will be held on Wednesday, August 8th, and Friday, August 17th. Both meetings will be held at the Community Center, starting at 6 p.m. To ensure that these meetings result in the creation of a shared vision, the format has been extended to include small groups where all voices are heard. More information will be forthcoming.

Councilmember Carr stated she would like to respond to the drop and run comments espoused on several occasions by her constituent, Tom Sullivan; who she wished had stayed at the meeting so she could address her comments to him personally. She stated none of the emails requested by Mr. Sullivan have been withheld. And while the problem may be that Mr. Sullivan did not find what he was looking for, that does not mean the information ever existed. So to continue to throw this allegation around is very disrespectful to the residents of this City. Councilmember Carr acknowledged that a complaint filed with the Attorney General's office was being investigated, but no decision had been rendered.

Councilmember Smotherson stated he spent the holiday week touring the 3rd Ward and speaking with residents in the Plymouth and Corbitt neighborhoods. This is what he observed:

- Two drug houses on the 6800 block of Plymouth;
- A drug house on the 7000 block of Julian;
- A house in the 6900 block of Plymouth where a well-known burglar lives;
- A lady who lives across the street from this burglar whose house was burglarized the same night she left her home due to a power outage caused by the recent storm, and
- An elderly gentleman who said he will not leave his wife at home alone in the evenings when they start to gather on the corner of 6800 Plymouth

Councilmember Smotherson stated while he wanted everyone to know the way some people are living in the 3rd Ward, he specifically would like to call the City Manager's attention to the house that sits on the corner of 6800 Plymouth. No one in U City should have to live like that. So the only option he wants to discuss is how Council and the Police Department can work together to rid the neighborhood of this criminal activity that has been taking place in that residence for years. He stated it's time for this Council to take action and make these neighborhoods safe, and this would be the perfect start.

Mayor Crow stated he is certain that he speaks on behalf of the entire Council by expressing condolences to their colleague Byron Price and his wife on the loss of his sister Deborah, this past week.

Councilmember McMahon moved to adjourn the meeting, it was seconded by Councilmember Carr and the motion carried unanimously.

Q. ADJOURNMENT

Mayor Crow thanked everyone for their attendance and adjourned the Regular City Council meeting at 7:04 p.m.

Respectfully Submitted,

LaRette Reese
City Clerk

DRAFT

SPECIAL SESSION OF THE CITY COUNCIL
University City Library, Auditorium
6701 Delmar Blvd.
University City, Missouri 63130
Saturday, July 14, 2018

MEETING CALLED TO ORDER

The City Council Special/Strategic Planning Session was held in the auditorium of the University City Public Library, on Saturday, July 14, 2018, Mayor Terry Crow called the Study Session to order at 9:10 a.m. In addition to the Mayor, the following members of Council were present:

Councilmember Stacy Clay
Councilmember Paulette Carr
Councilmember Steven McMahon
Councilmember Jeff Hales
Councilmember Tim Cusick
Councilmember Bwayne Smotherson (*arrived 9:19 a.m.*)

Also in attendance were City Manager, Gregory Rose and City Attorney, John F. Mulligan Jr., and Facilitator Patrick Ibarra of the Mejorado Group

Mayor Crow opened the session with a brief comment and thanked everyone for coming out on a Saturday for this important session. He reminded everyone that Council had not held a session like this in several years and it was well overdue. Mayor Crow then turned the meeting over to City Manager Rose.

Mr. Rose provided an overview and stated the purpose of meeting was to discuss and review some of the objectives and priorities that members of Council had shared during their one on one interviews with Mr. Ibarra, the facilitator. This initial session is to establish clear expectations as it relates to how things will be done; how we communicate with one another and how Council will govern as body. He believes these sessions are of critical importance and he plans to hold at one large session, like the one today, annually. Throughout the year; there will be mini retreats perhaps on a particular subject where the subject matter will be discussed in great detail.

Today's session is divided into two sections; the first section is about the governance and what Council expects of the City Manager and vice versa. The department directors will participate for the second half of the day where the focus will be more on the strategic plan or the work plan. The Work Plan will be presented today for the third time, today is designed to identify what your priorities are. To determine if we're on the right track, should something be removed or something added. Going forward we will amend the work plan as necessary, if priorities change or if we find that a particular project will require a significant amount of staff time.

Mr. Rose introduced Patrick Ibarra and provided some information on his background. Mr. Ibarra was a City Manager for fifteen years and has been doing facilitation for more than sixteen years. He has facilitated for smaller cities such as Osage Beach to larger cities like Phoenix and Dallas. Mr. Rose then turned the meeting over to Mr. Ibarra.

A summary of the topics covered during the facilitated session with Patrick Ibarra are attached.

At 12 noon the department Directors joined the meeting for a working lunch and to participate in the afternoon strategic planning session. The following Directors were present:

Tina Charumilind, Director of Finance
Rosalind Williams, Interim Director of Community Development
Sinan Alpaslan, Director of Public Works and Parks
Kellie Cannon, Human Resources Manager
Police Chief Larry Hampton
Interim Fire Chief William Hinson
Patrick Wall, Library Director

Mr. Rose started the afternoon session with a discussion between Council and the Department Directors regarding "Hot Topics":

Issues:

- Consolidation of services
- Wash U Tax Credits
- TIF Laws
- Wash U Relationship (revisit the Advisory Board report) – Councilmembers Cusick and Carr will start the process
 - What are the benefits to the City?
- Long term plans for the Loop
- Commercial Businesses

Economic Development (short and long term):

- Conferences (example: shopping center)
- Parking Lots and Meters
- What are the targeted business goals (identify, be aggressive)

Fiscal: (revenue resources)

- Parking Garage and meters (staffing)
- Working Meters
- Evaluate Trash Services
- Wi-Fi (small cell towers)

Pension: At what level will it be funded?

Operational:

- Ambulance Service (more information after SAFER Grant decision)
- Gateway performance report (requested by Mayor Crow)
 - Request confirmation that the residents who were billed in error have received their refund
- Collections
- Public Safety / Crime Reports
- Improve ways of keeping Officers motivated
- Strategy on the crime rate (including technology)
- Infrastructure
 - Police Station – fresh start/start over / new REQ: facility analysis
- Street Maintenance (all streets were accessed last summer)
- Coordinate with utility companies to minimize damage to streets

Community:

- Occupancy permits: more pro-active to enforce (Councilmember Carr requested deeper dive/study session)

- Outreach/Marketing – be proactive
- Policy implementation of property maintenance code (almost fully staffed)
- Racial Equity – revisit how we are inclusive (review Forward through Ferguson)

Standardize Boards and Commissions (too many, should some be combined? etc.):

- Nameplates, minutes etc.

Liquor License Process/Rules/Ordinances

Sewer Lateral - changes to the policy/program

Resident Concern Resolution – tracking from reporting to closing resolution

Council Onboarding/Orientation

Evaluation of City Council employees (City Manager and City Clerk)
Committee of 3 Councilmembers (Councilmembers Carr and Smotherson)

Mr. Rose concluded the meeting and thanked everyone for a productive and informative session.

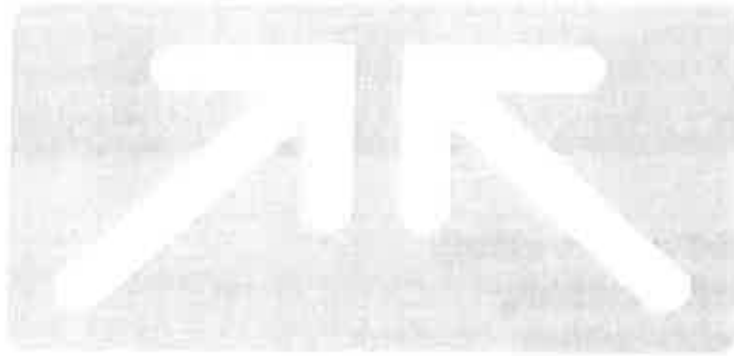
Mayor Crow was excused and departed at 2:30 p.m.

At 2:50 p.m. Councilmember Smotherson moved to adjourn the meeting, it was seconded by Councilmember McMahon and the motion carried unanimously.

ADJOURNMENT

Mayor Pro tem Carr adjourned the Special Session at 2:50 p.m.

LaRette Reese
City Clerk



meorando group



**MAYOR AND COUNCIL
ADVANCE MEETING
SUMMARY**

Facilitated by
PATRICK IBARRA

July 14, 2018

BENEFITS FROM GOOD GOVERNMENT

- **Enhanced public safety**
- **Community stability**
- **Public satisfaction**
- **Building systems to build quality of life**
- **Delivery of public services**
- **Economic stability equals revenue**
- **Opportunities for new and existing businesses**
- **Provide services the private sector is unable or unwilling to provide**
- **Work cooperatively with partners in the region**

REFRESHER ON FORM OF GOVERNMENT

• **Role of Mayor**

- Run an efficient meeting
- Serve as the hub – keep a sense of the governing body
- Serves as an equal member
- Central advocate
- Consensus builder
- Ribbon cutter
- Exert leadership – sets the tone
- Point of contact
- Visible to all
- Clarifies role to the public

• **Role of Councilmembers**

- Represent constituents
- Work collaboratively with colleagues
- Conduit of information to city manager
- Be accessible and responsive
- Public face of city
- Be prepared
- Work with the city manager
- Share information with public and colleagues
- Advocate
- Seek out constituents
- Work to establish policy
- Work to establish vision

- **Role of City Manager**

- Establish the culture
- Serve as CEO
- Administer policies established by the governing body
- Day-to-day operations
- Face of city
- Conduit of information to Mayor and Council
- Chief Problem Solver
- Assembler of budget
- Works with other cities
- Stays abreast of trends

- **Role of Department Directors and city staff**

- Customer bridge
- Department directors are experts
- Work with our constituents
- Make the city better
- Execution of services and programs

- **Role of community members**

- Eyes and ears of city
- Hold Council accountable
- Be informed
- Be accountable
- Best interests of U City
- Expect reliable delivery of city services



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: Edward Byrne Memorial Justice Grant (JAG) Program – FY 2018
Local Solicitation

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED: No

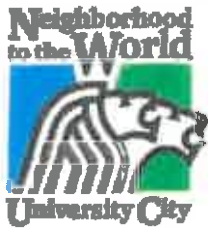
BACKGROUND REVIEW: Purchase of eleven (11) Tasers to replace and upgrade current inventory which has exceeded its expected useful lifecycle of five (5) years. The warranty on our current model has expired and will not be renewed because a new and improved model has been introduced. In addition, the company no longer manufactures replacement parts for our current model. The cost of each Taser, including the battery pack, holster, two cartridges, and a 4-year warranty is \$1,527. The department will also purchase the dataport download kit for \$188. The dataport download kit will allow the department to access the encrypted deployment information in the memory. The total cost of the project is \$16,985. The grant funding opportunity is for \$16,683.00. The department will cover the additional cost to fully fund the project in the amount of \$302.

RECOMMENDATION: City Manager Recommends Approval

**City of University City
University City Police Department
Edward Byrne Memorial Justice Assistance Grant (JAG) Program – FY 2018
Local Solicitation**

APPLICATION ORDER

Abstract	Page 1
Program Narrative	Page 2
Budget Narrative	Page 3



University City Police Department
601 Trinity, University City, Missouri 63130 PH: (314) 725-2211

MEMORANDUM

TO: City Manager Gregory Rose

FROM: Chief Larry Hampton

DATE: 07/31/18

SUBJECT: Edward Byrne Assistance Grant Program (JAG) FY 2018

CC:

Sir,

I respectfully request approval to proceed with the application for the Edward Byrne Justice Assistance Grant Program FY 2018.

The University City Police Department strives to keep its equipment up-to-date to allow officers to maintain safety and security for residents, officers, and visitors. In order to reduce officer and suspect injuries in the field, the University City Police Department is in need of replacing outdated Tasers. Tasers have a lifecycle of five (5) years, our current inventory is being utilized beyond the expected useful lifecycle and upgrading and replacement have become necessary.

The University City Police Department will purchase 11 Tasers, at a total cost of \$16,985.00, no later than October 2019.

BACKGROUND REVIEW: Purchase of eleven (11) Tasers to replace and upgrade current inventory which has exceeded its expected useful lifecycle of five (5) years. The warranty on our current model has expired and will not be renewed because a new and improved model has been introduced. In addition, the company no longer manufactures replacement parts for our current model. The cost of each Taser, including the battery pack, holster, two cartridges, and a 4-year warranty is \$1,527. The department will also purchase the dataport download kit for \$188. The dataport download kit will allow the department to access the encrypted deployment information in the memory. The total cost of the project is \$16,985. The grant funding opportunity is for \$16,683.00. The department will cover the additional cost to fully fund the project in the amount of \$302.

Respectfully submitted,

Chief Larry Hampton

**City of University City
University City Police Department
Edward Byrne Memorial Justice Assistance Grant (JAG) Program – FY 2018
Local Solicitation**

APPLICATION ORDER

Abstract	Page 1
Program Narrative	Page 2
Budget Narrative	Page 3



**UNIVERSITY CITY POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE
6801 DELMAR BLVD.
UNIVERSITY CITY, MISSOURI 63130**



**Larry Hampton, Jr.
CHIEF OF POLICE**

**OFFICE: (314) 505-8652
FAX: (314) 863-5875**

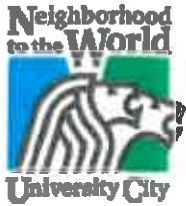
PROJECT ABSTRACT

Grant: Edward Byrne Memorial JAG Program – FY 2018 Local Solicitation
Agency: University City Police Department
Project Title: Taser Gun Replacement
Project Identifiers: Crime Prevention, Equipment - General, Less than Lethal, Officer Safety

The University City Police Department strives to keep its equipment up-to-date to allow officers to maintain safety and security for residents, officers, and visitors.

In order to reduce officer and suspect injuries in the field, the University City Police Department is in need of replacing outdated Tasers. Tasers have a lifecycle of five (5) years, our current inventory is being utilized beyond the expected useful lifecycle and upgrading and replacement have become necessary.

The University City Police Department will purchase 11 Tasers, at a total cost of \$16,985.00, no later than October 2018.



**UNIVERSITY CITY POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE
6801 DELMAR BLVD.
UNIVERSITY CITY, MISSOURI 63130**



**Larry Hampton, Jr.
CHIEF OF POLICE**

**OFFICE: (314) 505-8652
FAX: (314) 863-5875**

PROGRAM NARRATIVE

**Grant: Edward Byrne Memorial JAG Program – FY 2018 Local Solicitation
Agency: University City Police Department
Project Title: Taser Replacement
Project Identifiers: Crime Prevention, Equipment - General, Less than Lethal, Officer Safety**

The University City Police Department is a municipal police agency which provides full police services. The City of University City is one of ninety-one (91) municipalities in St. Louis County; it is six (6) square miles in area and has a population of approximately 36,000. University City is one of the most densely populated communities in St. Louis County, with an extremely diverse make-up both racially and socio-economically. What makes University City unique is that it is bordered by eight (8) other municipalities, some of which are much smaller in population, with limited resources, so University City serves as a central hub for these surrounding neighborhoods for grocery stores, restaurants, retail, and entertainment. The University City Police Department is currently budgeted for seventy-nine (79) full-time commissioned officers and nineteen full-time (19) civilian employees.

Economic constraints have required the City of University City to make budget cuts on many levels, most of which for the Police Department results in a delay in equipment purchases that are necessary to sustain an appropriate level of safety for both officers and citizens who live, work, and frequent University City, Missouri. Equipment that can be acquired with the funds provided by the Justice Assistance Grant (JAG) Program will help protect the future of the department.

The University City Police Department will purchase eleven (11) Tasers utilizing the funds provided by the JAG Program. Tasers have an unquantifiable deterrent effect and have proven to serve as a great tool for reducing officer and suspect injuries in the field by preventing physical altercations. Tasers have a lifecycle of five (5) years, our current inventory is being utilized beyond the expected useful lifecycle and upgrading and replacement can no longer be postponed. The original warranty on existing inventory has expired and there is no continued warranty available and the company no longer manufactures parts for the model the department has in use. Currently there is inventory that is considered non-functional for this very reason. If any other devices break or malfunction, there is no way to replace the parts. The department needs to replace fifteen (15) Tasers in total and the JAG Program would allow the department to complete the upgrade of our current inventory.

The City of University City will create a separate trust to track all drawdowns from this grant. The trust will enable the City of University City to track drawdowns and expenditures separately from other federal funding. The department will adhere to financial and programmatic reporting on a quarterly basis. The Department plans to complete equipment acquisition within the required two year grant period. Equipment purchased under the JAG Program will be done so, no later than October 2018.



**UNIVERSITY CITY POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE
6801 DELMAR BLVD.
UNIVERSITY CITY, MISSOURI 63130**



**Larry Hampton, Jr.
CHIEF OF POLICE**

**OFFICE: (314) 505-8652
FAX: (314) 863-5875**

BUDGET NARRATIVE

Grant: Edward Byrne Memorial JAG Program – FY 2018 Local Solicitation
Agency: University City Police Department
Project Title: Taser Replacement
Project Identifiers: Crime Prevention, Equipment - General, Less than Lethal, Officer Safety

A. Personnel

There are no expenses for personnel.

B. Fringe Benefits

There are no expenses for fringe benefits.

C. Travel

There are no expenses for travel.

D. Equipment

Tasers

University City Police Department will purchase 11 tasers to replace expired equipment. The cost of each item is as follows:

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Net Total</u>
Taser	11	\$1,022.00	\$11,242.00
Battery Pack	11	\$62.00	\$682.00
Holster	11	\$61.00	\$671.00
Cartridge	22	\$32.00	\$704.00
Warranty	11	\$318.00	\$3,498.00
Dataport Download	1	\$188.00	\$188.00
Grand Total			\$16,985.00

This will help reduce injuries for the officers and citizens who live, work, and frequent the University City, Missouri. We are applying for the maximum federal funding amount of \$16,683.00, but the grand total cost of the project will be \$16,985.00. The City will cover the additional \$302.00 that is not federally-allocated.

Total federal is \$16,683.00.

Total non-federal is \$302.00.

The grand total for equipment costs will be \$16,985.00.

E. Supplies



UNIVERSITY CITY POLICE DEPARTMENT
OFFICE OF THE CHIEF OF POLICE
6801 DELMAR BLVD.
UNIVERSITY CITY, MISSOURI 63130



There are no expenses for supplies.

F. Construction

There are no expenses for construction.

G. Consultants/Contracts

There are no expenses for consultants.

H. Other Costs

There are no other costs.

I. Indirect Costs

There are no other indirect costs.

Budget Summary

Budget Category	Federal Request	Non-Federal Amounts	Total
A. Personnel	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Equipment	\$16,683.00	\$302.00	\$16,985.00
E. Supplies	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0
G. Consultants/Contracts	\$0	\$0	\$0
H. Other	\$0	\$0	\$0

Federal Request	\$16,683.00
Non-Federal Request	\$302.00
Total Project Cost	\$16,985.00



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: Network Disaster Recovery Support

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW: The objective is a continuation of having a Unitrends Backup Appliance, or its equivalent, onsite at one of the City's remote locations for Disaster Recovery.

In 2015, the City awarded a three (3) year contract (2015-2018) to Alliance Technology Group to provide the following service to the City's current system:

- A Unitrends recovery 824 backup appliance and three (3) year support
- Unitrends enterprise backup with three (3) year platinum support (24/7 US based technical assistance and software upgrades)

Now, it is time for a Unitrends renewal. The company offered additional three (3) year support with two options:

1. The first option is for a renewal on the existing appliance at \$20,700.
2. The second option is for a renewal/upgrade to the appliance with an increasing capacity of the device at \$30,360.

The City is currently at almost the maximum capacity for the existing device and will definitely need the higher capacity device in the near future. Therefore, the second option would be more practical and better for utilizing the fund in the long run.

RECOMMENDATION: City Manager recommends renewal/upgrade of Unitrends appliance provided by Alliance Technology Group at \$30,360 for the next three years.

ATTACHMENT: The quotes from Alliance Technology Group



7010 HI Tech Drive
 Hanover, MD 21076
 410-712-0270 Main
 410-712-0271 Fax
 www.alliance-it.com

Service Quotation

End User: City of University City
 6801 Delmar Blvd.
 St. Louis, MO 63130
 Michael Cerfin
 314-505-8818
www.cityofucmo.org

Quote Date: July 18, 2018
 Quote Expiration Date: July 31, 2018
 Quote Number: 211-Q1-07182018-1
Please make sure quote # is on PO
 Alliance Sales Rep: A. Chrissomellis
 Email Contact: maint@veritasale.alliance-it.com

Maintenance Renewal Specialist	Terms	Contract Number	SCEO #	Prior PO #	Current Contract End Date	Quoted Contract Term Dates		
April Chrissomellis	Pre-Pay							
Qty	Part Number	CSI Number	Description	Serial Number	Coverage Start	Coverage End	Coverage	Ext. Rate
1	RS-824SPLUNT36-R		3YR Support Renewal Platinum Support for Unitrends Recovery RC824 Appliance - 36 Month Renewal	824S-601-50080	7/31/2018	7/30/2021		\$ 20,700.00
								\$ 20,700.00
								\$ 20,700.00

Applicable Taxes Additional Quota Subject to Change.
 This quote and configurations is confidential to Alliance and is only to be used between Alliance and the customer. In the event this provided quote and configuration is used for other purposes, consulting fees will be charged.
 All Purchase Orders are subject to acceptance by Alliance Technology Group, LLC. Prices Subject to change prior to acceptance of Purchase Order.
 Payment Terms pursuant to Contract of Sales, PLEASE NOTE ACCORDING TO SUN ANY EQUIPMENT OVER 180 DAYS SINCE LAST MAINTENANCE CONTRACT WILL REQUIRE A RECERTIFICATION FEE. SUPPORT IS NON-REFUNDABLE AND CAN'T BE CANCELLED. Alliance's Term's & Conditions apply. Alliance's T&C's can be viewed at <http://www.alliance-it.com/terms-and-conditions.shtml>

If Accepted, please send PO with payment to Alliance Technology Group, LLC

Visit us at www.alliance-it.com

CONFIDENTIAL
 FOR CLIENT EYES ONLY



Alliance Technology Group, LLC

WBE and WOSB Certified

SALES QUOTATION

500 W. Madison Street, Suite 3135
Chicago, IL 60661
Phone: 847-951-8302

Quote Date: 7/23/18
Quote Number: 211-Q2-07232018-1
Please make sure quote # is on PO
Alliance Sales Rep: Steve Gerlach
Expiration Date: 8/23/18

End User: City of University City

Description				
Product #	Item Description	Qty.	Sales Price	Ext Sales Price
	Unitrends R8032S 3YR			
	Recovery Series Appliance Model R8032S with 32 TB Raw Capacity - Pledge Replacement	1	\$43,999.00	\$43,999.00
	Pledge Replacement Discount			-\$43,999.00
	36 Months of Platinum Support for Model 8032S			
RS-8032HDWPLGR				
RS-8032SPLUNT36-R	Recovery Appliance Unit - Renewal	1	\$30,360.00	\$30,360.00
SURECARE-HW	Per-premise SureCare installation service; 1-10 assets supported.	1	\$1,995.00	\$1,995.00
			Subtotal	\$30,360.00
			Total	\$30,360.00

Remit to address: Alliance Technology
7010 Hi Tech Drive
Hanover, MD 21076

Alliance Post Sales Service is optional and will be added to quotation at your request.

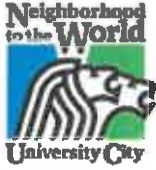
Freight & Applicable Taxes Additional. Freight charges are "ESTIMATED" and "ACTUAL" charges will be invoiced. Customer is responsible for 100% of freight charges. This quote and configuration is confidential to Alliance and is only to be used between Alliance and the customer. In the event this provided quote and configuration is used for other purposes, consulting fees will be charged. Should customer desire to use this information for any purpose other than its original intended purpose, or wish to divulge the contents of this quote to a 3rd party, customer must obtain written permission from Alliance prior to such use. This quote is valid for 30 days past the quote date unless otherwise noted and Quote is subject to change.

All Purchase Orders subject to acceptance by Alliance Technology Group, LLC. Prices subject to change prior to acceptance of Purchase Order. Payment Terms pursuant to Contract of Sale. Leasing figures are being provided to you for informational purposes only. Actual lease rates may vary and are subject to credit approval.

Alliance's Term's & Condition's apply. Alliance's T&C's can be viewed at www.alliance-it.com.

Maintenance pricing quoted must be purchased with product for price to be valid. Unless pre-paid, all maintenance pricing is subject to change.

Version Dec 2015



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: Proposal for Auditing Services

AGENDA SECTION: Consent Agenda

In May, 2018, the City requested proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2018, 2019 and 2020.

Six firms submitted the proposals, and the tabulation sheet is attached.

The following is the listing of selection considerations performed for the selection of an independent auditor. The audit procurement process is structured in a way that the principal factor is the auditor's ability to perform a quality audit as well as the qualifications of the firm.

1. Years of the firm's experience in providing accounting and auditing services to municipalities.
2. Working experience with governmental entities throughout St. Louis Region (References).
3. Government Finance Officer Association (GFOA) Certificate of Achievement experience including Comprehensive Annual Financial reporting (CAFR).
4. Qualifications of the individual assigned to the audit team.
5. Audit approach and/or planning.
6. Appropriate audit steps and procedures to provide reasonable assurance of detecting error, irregularities, and illegal acts that could have a material effect on internal control and financial statements. Disclose these items to the appropriate party.
7. Uniform Guidance (single audit) experience.
8. Assistant with new pronouncement.
9. Timetable of work to be performed to complete the financial statements and allow an ample time for management to review and submit to the City Council.
10. Cost per hour or completion of the annual audit.

Among these firms, Hochschild, Bloom and Company has the most experience in working with governmental entities, most importantly, with University City. The company's audit approach and timetable of work to be performed work best for the City's Finance

Department's timetable. They also will assist staff in preparation of the CAFR if need be. The fees may appear to be higher than a few other proposals; with the City's experience, this will most likely be their final cost with no additional costs at the completion of the audit. Some firms we know charge additional costs and tend to spend excessive time and possibly miss the December 31, 2018 deadline.

RECOMMENDATION: City Manager recommends Hochschild, Bloom and Company in providing the annual auditing services including CAFR and single audit for fiscal year 2018 – 2020 with the proposed fees of \$48,000, \$49,200 and \$50,400, respectively.

ATTACHMENT:

- Hocschild Bloom Proposal

CITY OF UNIVERSITY CITY, MISSOURI

**PROPOSAL FOR PROFESSIONAL
AUDITING SERVICES**

Submitted by:

**Michael D. Williams, CPA, Partner
Hochschild, Bloom & Company LLP
Certified Public Accountants
15450 South Outer Forty Road, Suite 135
Chesterfield, MO 63017-2066**

Phone: 636-532-9525

Fax: 636-532-9055

E-mail: mike@hbclp.com

Date: June 22, 2018



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

June 19, 2018

Honorable Mayor and City Council
City of University City, Missouri

Thank you for the opportunity to present our qualifications and proposal to the City of University City, Missouri (the City). We have reviewed your situation and have a good understanding of the scope of your needs.

As a Firm, we are committed to providing governmental services that will help our clients consistently maintain a high standard of recordkeeping, reporting, and operations. HB&Co. personnel have the experience and knowledge in providing various services to governmental organizations similar to the City. The following is a list demonstrating our commitment to our governmental organizations and specifically how we can meet your needs:

- ◇ The City wants its auditors to be able to efficiently provide services to help meet deadlines and provide knowledge to the City. Since our Firm maintains a concentration in governmental accounting, our audit staff understands your accounting issues.
- ◇ We are members of the GFOA, GFOA St. Louis Chapter, St. Louis Area City Clerks and Finance Officers Association, East Central Missouri City Clerks and Finance Officers Association, Missouri Municipal Attorney's Association, Missouri Society of CPAs Governmental Committee, Municipal League, and Missouri City/County Management Association.
- ◇ HB&Co. has over 60 current references throughout the Midwest you may contact concerning our governmental services, including those with similar Federal programs, economic development activities, and funds and those with New World accounting systems.
- ◇ HB&Co. has the following Certificate of Achievement (Certificate) for Excellence in Financial Reporting experience:
 - Two members on the national GFOA Special Review Committee
 - Various presentations to the local and state GFOA chapters
 - Initial Certificate applications prepared for over ten municipalities
 - Audit services for over twenty municipalities that obtain the Certificate

15450 South Outer Forty Road, Suite 135, Chesterfield, Missouri 63017-2066. 636-532-9525, Fax 636-532-9055
1000 Washington Square, P. O. Box 1457, Washington, Missouri 63090-8457. 636-239-4785, Fax 636-239-5448

www.hbelp.com

PrimeGlobal An Association of Independent Accounting Firms

J - 3 - 4

- ◇ The City wants comprehensive, proactive services from its audit team. HB&Co.'s governmental service team has served many cities for a number of years. Our familiarity with these cities will be an advantage for the City by having auditors who will provide a knowledgeable perspective on a wide range of accounting practices.
- ◇ The City wants individuals who have the additional experience and training required to audit various governmental assistance programs under *Government Auditing Standards*, issued by the Comptroller General of the United States. All key team members have completed the experience and training required under *Government Auditing Standards* throughout the last three years. This training is required when the City receives enough federal grant money to require an audit of its federal programs.
- ◇ We are members of the Governmental Audit Quality Center which provides resources to maintain the highest level of quality governmental reporting.
- ◇ We have over 70 years of experience providing governmental services.
- ◇ HB&Co. communicates and shares information to improve our clients' business. We provide regular follow-up, internet website information, newsletters, and tips to clients.
- ◇ The City wants a firm that will be able to provide the highest level of tax reporting to provide support for payroll, employee benefit programs, contributors, vendors, and customers. We have a tax department with research capabilities and tax planning experience needed to help you when necessary.
- ◇ We are members of PrimeGlobal, a worldwide association of independent accounting firms and business advisors that can provide additional national and international research capabilities and resources.
- ◇ Our Firm is a member of the AICPA and the Private Companies Practice Section of the AICPA. Members of the AICPA are subject to regular peer reviews on which we have received the highest rating. Also, our most recent peer review resulted in no letter of comments issued, which is only achieved by the top quality firms. The fact that we have voluntarily taken on these responsibilities ensures that you receive the highest quality work available.
- ◇ Our Firm is one of the top 15 largest regional accounting firms based in the St. Louis area, according to the 2018 *St. Louis Business Journal*.
- ◇ HB&Co. has an experienced specialized team of governmental consultants who will work effectively and efficiently with minimum interference with the City's business and provide the highest quality service at a reasonable fee.

Our audit services team has the ability and capacity to complete the work timely and are properly licensed to practice in the State of Missouri. We have a flexible schedule and will work with the City in a cooperative manner. In addition, we will remain accessible and available throughout the year for consultation purposes and to answer questions from time to time.

We appreciate the opportunity to be of service to you and believe this proposal accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

If you agree with the terms of our engagement as described, please sign below and return one copy to us.

Very truly yours,



Michael D. Williams, CPA
Partner

MDW/krc

Enclosure

RESPONSE:

This proposal correctly sets forth the understanding of the **CITY OF UNIVERSITY CITY, MISSOURI**. Either party may cancel this agreement or both parties may extend this agreement in subsequent years.

Signature

Date

CITY OF UNIVERSITY CITY, MISSOURI
PROPOSAL

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Engagement Plan	20
Fee Schedule	27
Proposed Schedule of Compensation	28

Affton Fire Protection District

Nick Fahs, Chief of Fire and EMS Services
9282 Gravois Road
St. Louis, MO 63123
314-631-1803

Services: 1997 - 2018, Current
Audit of financial statements, interim financial consulting including pension plan, and various consulting including fixed assets, purchasing procedures policies, and property tax levy computation.

City of Arnold, Missouri

Debbie Lewis, Finance Director
2101 Jeffco Blvd.
Arnold, MO 63010
636-296-6533

Services: 1997 - 2018, Current
Audit of financial statements including pension, Single Audit, and GFOA CAFR consulting and personnel consulting.

City of Bellefontaine Neighbors, Missouri

Deni Donovan, City Clerk
9641 Bellefontaine Road
Bellefontaine Neighbors, MO 63137
314-867-0076

Services: 2002 - 2018, Current
Audit of financial statements, Single Audit, and MIRMA reporting.

City of Black Jack, Missouri

Patricia Grubb, Finance Director
12500 Old Jamestown Road
Black Jack, MO 63033
314-355-0400

Services: 1998 - 2018, Current
Audit of financial statements, interim financial consulting, consulting for computer systems, employee benefits, federal programs, personnel issues, policies and procedures manual, and MIRMA reporting.

City of Breckenridge Hills, Missouri

Sheree Leamon, City Clerk
9623 St. Charles Rock Road
Breckenridge Hills, MO 63114-2637
314-427-6868

Services: 2001 - 2018, Current
Audit of financial statements and various consulting.

Brentwood Pointe Transportation Development District

Brent Beumer, Chairman
16690 Swingley Ridge Road
Chesterfield, MO 63017
636-812-1364

Services: 2001 - 2018, Current
Audit of financial statements.

City of Calverton Park, Missouri

Jeanne Blanton, Village Clerk
52 Young Drive
Calverton, MO 63135
314-524-1212

Services: 2010 - 2018, Current
Audit of financial statements.

City of Cameron, Missouri

Carmen Wiegand, Accounting Specialist
205 North Main
Cameron, MO 64429
816-632-2177

Services: 2014 - 2018, Current
Audit of financial statements.

CB 5421/5975 Transportation Development District

Joe Edwards
6504 Delmar Blvd.
University City, MO 63130
314-727-4444

Services: 2009 - 2018, Current
Complete accounting and administrative services, financial reporting, and budgeting.

Community and Children's Resource Board

Bruce Sowatsky, Executive Director
2440 Executive Drive, #214
St. Charles, MO 63303
636-939-6200

Services: 2009 - 2018, Current
Audit of financial statements.

City of Collinsville, Illinois

Tamara Ammann, Finance Director
125 South Center Street
Collinsville, IL 62234
618-346-5200

Services: 2016 - 2018, Current
Audit of financial statements and GFOA CAFR consulting.

City of Cool Valley, Missouri

Deborah Jones, City Clerk
100 Signal Hill Drive
Cool Valley, MO 63121-1202
314-521-3500

Services: 1994 - 2018, Current
Audit of financial statements including TIF districts, monthly financial consulting, business license examinations, and property tax levy computations.

City of Desloge, Missouri

Linda Moore, City Clerk
300 North Lincoln
Desloge, MO 63601
573-431-3700

Services: 2010 - 2018, Current
Audit of financial statements.

Duckett Creek Sanitary District

Julie O'Guinn, Director of Finance and Administration
3550 Hwy. K
O'Fallon, MO 63368-8384
636-441-1244

Services: 2013 - 2018, Current
Audit of financial statements and GFOA CAFR consulting.

East Central Dispatch Center

Sara J. Fox, Finance Director
1330 S. Big Bend Blvd.
Richmond Heights, MO 63117-2202
314-645-0404

Services: 2007 - 2018, Current
Audit of financial statements.

City of Ellisville, Missouri

Don Cary, Finance Director
1 Weis Avenue
Ellisville, MO 63011
636-227-9660

Services: 2014 - 2018, Current
Audit of financial statements and GFOA CAFR consulting.

City of Fenton, Missouri

Diane Monteleone, City Clerk
625 New Smizer Mill Road
Fenton, MO 63026
636-343-2080

Services: 2013 - 2018, Current
Monthly accounting and consulting.

Firemen's Retirement System of St. Louis

John D. Brewer, Executive Director
1601 South Broadway
St. Louis, MO 63104-3845
314-588-2288

Services: Various Years (20+), Current
Audit of financial statements, various consulting,
and oversee elections of Board members.

City of Florissant, Missouri

Randal J. McDaniel, MBA, Finance Director
955 Rue St. Francois
Florissant, MO 63031
314-921-5700

Services: 1998 - 2018, Current
Audit of financial statements including pension, Single Audit, TIF district, and component unit IDA.

City of Foristell, Missouri

Sandra Stokes, City Clerk
121 Mulberry Street
Foristell, MO 63348-1483
636-463-2123

Services: 2003 - 2018, Current
Audit of financial statements.

Franklin County, Missouri

Debbie Door, County Clerk
400 East Locust, Room 201
Union, MO 63084
636-583-6355

Services: Various Years (20+), Current
Year-end financial consulting, audit of financial statements, Single Audit, consulting work for EDP systems evaluation and various computer systems installation, and GFOA for CAFR consulting, including first-time application for certificate.

City of Frontenac, Missouri

Lea Ann Bennett, Finance Officer
10555 Clayton Road
Frontenac, MO 63131
314-994-3200

Services: 2012 - 2018, Current
Audit of financial statements and GFOA for CAFR consulting, including first-time application for certificate.

City of Green Park, Missouri

James Mello, City Administrator/Clerk
11100 Mueller Road, Ste. 6
Green Park, MO 63123-7819
314-894-7336

Services: 1999 - 2018, Current
Audit of financial statements, Single Audit, interim consulting, and consulting for computer systems, investments, policies and procedures, and budgeting.

**Hanley/Eager Road Transportation
Development District**

Walter Lamkin, Executive Director
8300 Eager Road, #601
St. Louis, MO 63144-1419
314-727-9300

Services: 2003 - 2018, Current
Audit of financial statements and various consulting.

City of Hermann, Missouri

Patricia Heaney, City Clerk
1902 Jefferson Street
Hermann, MO 65041
573-486-5400

Services: 2007 - 2018, Current
Audit of financial statements.

Jefferson County Water Authority

Michelle Guidicy, JCWA Treasurer
1682 Crystal Heights Road
Festus, MO 63028
636-937-4694

Services: 2011 - 2018, Current
Audit of financial statements and Single Audit.

City of Jennings, Missouri

Cheryl Balke, Finance Director
2120 Hord Avenue
Jennings, MO 63136
314-388-1164

Services: 2001 - 2018, Current
Audit of financial statements, including TIF district,
interim consulting, and consulting for computer systems.

City of Kirksville, Missouri

Lacy King, Finance Director
201 S. Franklin
Kirksville, MO 63501
660-627-1251

Services: 2010 - 2018, Current
Audit of financial statements including Single Audit,
TIF districts, and GFOA CAFR consulting.

City of Kirkwood, Missouri

John Adams, Finance Director
139 S. Kirkwood Road
Kirkwood, MO 63122
314-822-5833

Services: 2011 - 2018, Current
Audit of financial statements, pension fund, and
GFOA CAFR consulting.

City of Lake St. Louis, Missouri

Renee M. Roettger, Director of Finance
200 Civic Center Drive
Lake St. Louis, MO 63367
636-625-7945

Services: 2012 - 2018, Current
Audit of financial statements and GFOA CAFR consulting.

City of Lebanon, Missouri

Kat Gill, Finance Director
401 South Jefferson Avenue
Lebanon, MO 65536
417-991-2324

Services: 2016 - 2018, Current
Audit of financial statements and Single Audit.

Lemay Fire Protection District

Chief Dan Bertelsmeier
1201 Telegraph Road
St. Louis, MO 63125
314-631-4500

Services: 2008 - 2018, Current
Audit of financial statements.

Lift for Life Academy, Inc. (charter school)

Marshall Cohen, Executive Director
1731 South Broadway
St. Louis, MO 63104
314-231-2337

Services: 1996 - 2018, Current
Audit of financial statements, schedule of selected statistics by DESE, Uniform Guidance, and various consulting.

Loop Trolley Transportation Development District

c/o Chris Poehler
5875 Delmar Blvd.
St. Louis, MO, MO 63112
314-727-4444

Services: 2009 - 2018, Current
Complete accounting and administrative services, financial reporting, and budgeting.

City of Maryland Heights, Missouri

David Watson, Finance Director
11911 Dorsett Road
Maryland Heights, MO 63043-2512
314-291-6550

Services: 2003 - 2018, Current
Audit of financial statements including Single Audit, TIF district, and GFOA CAFR consulting.

City of Maryville, Missouri

Denise Town, Finance Director
415 North Market Street
P.O. Box 438
Maryville, MO 64468
660-562-8009

Services: 2010 - 2018, Current
Audit of financial statements including Single Audit, TIF district, and GFOA CAFR consulting.

Mehlville Fire Protection District

Brian Bond, CFO
11020 Mueller Road
St. Louis, MO 63123-2757
314-894-0420

Services: 1994 - 2018, Current
Audit of financial statements including pension and component unit, other various consulting, preparation of accounting procedures manual, and GFOA CAFR consulting, including first-time application for certificate.

Metro West Fire Protection District

Chief Mike Krause
P.O. Box 310
Wildwood, MO 63040
636-458-2100

Services: 2004 - 2018, Current
Audit of financial statements.

Missouri Intergovernmental Risk Management Association

Jenne Auck, Finance Director
3002 Falling Leaf Court
Columbia, MO 65201
573-817-2554

Services: 2002 - 2018, Current
Audit of financial statements.

Monarch Fire Protection District

Michelle Depew, Controller
13725 Olive Boulevard
Chesterfield, MO 63017-2640
314-514-0900

Services: 2016 - 2018, Current
Audit of financial statements.

City of Normandy, Missouri

Sharon Warren, City Clerk
7700 Natural Bridge Road
Normandy, MO 63121
314-385-3300

Services: 1998 - 2018, Current
Compilations of financial statements, EDP systems evaluation and computer systems installation, and various business license examinations and monthly accounting consulting.

City of Northwoods, Missouri

Denise Griffin, City Administrator
4600 Oakridge Blvd.
Northwoods, MO 63121
314-385-8000

Services: 2001 - 2018, Current
Audit of financial statements and various consulting.

City of O'Fallon, Missouri

Vicki M. Boschert, CPA, Director of Finance
100 North Main Street
O'Fallon, MO 63366
636-379-5522

Services: 2005 - 2018, Current
Audit of financial statements including Single Audit, TIF district, and GFOA CAFR consulting.

City of Pacific, Missouri

Kim Barfield, City Clerk
300 Hoven Drive
Pacific, MO 63069
636-271-0500

Services: 2015 - 2018, Current
Audit of financial statements and Single Audit.

The Police Retirement System of St. Louis

Stephen G. Olish, Executive Director
2020 Market Street
St. Louis, MO 63103-2210
314-241-0800

Services: 1999 - 2018, Current
Audit of financial statements, oversee elections of Board member, interim financial consulting, and develop board policy manual.

Public Water Supply District #2 of Jefferson County, Missouri

Patty Mundinger, Office Manager
195 Old Sugar Creek Road
High Ridge, MO 63049
636-326-0200

Services: Various Years (20+), Current
Audit of financial statements, consulting work for EDP systems evaluation for billing and accounting computer systems installation, and monthly financial consulting.

City of Richmond Heights, Missouri

Sara J. Fox, Finance Director
1330 S. Big Bend Blvd.
Richmond Heights, MO 63117-2202
314-655-3540

Services: 2005 - 2018, Current
Audit of financial statements including TIF district, Single Audit, and GFOA CAFR consulting.

Village of Riverview, Missouri

Jamie Powell, Village Clerk
9699 Lilac Drive
Riverview, MO 63137-3224
314-868-0700

Services: 1998 - 2018, Current
Audit of financial statements, monthly consulting, special court procedures, computer program installation and training, and financial advisor.

City of Rolla, Missouri

Steffanie D. Rogers, Finance Director
901 N. Elm Street
Rolla, MO 65402-0979
573-426-6980

Services: 2014 - 2018, Current
Audit of financial statements and Single Audit.

Rolla Municipal Utilities

Dennis Roberts, Business/Finance Manager
102 West 9th Street
Rolla, MO 65402-0767
573-364-1572

Services: 2014 - 2018, Current
Audit of financial statements.

City of St. Ann, Missouri

Matt Conley, City Administrator
10405 St. Charles Rock Road
St. Ann, MO 63074
314-427-8009

Services: 2003 - 2018, Current
Audit of financial statements, TIF district, and Single Audit.

St. Charles County Ambulance District

Tod Lindbeck, Chief Financial Officer
4169 Old Mill Parkway
St. Peters, MO 63376
636-344-7631

Services: 2014 - 2018, Current
Audit of financial statements and GFOA CAFR consulting.

City of St. Clair, Missouri

Travis Dierker, City Administrator
#1 Paul Parks Drive
St. Clair, MO 63077
636-629-0333

Services: 2001 - 2018, Current
Audit of financial statements and various consulting.

St. Clair Ambulance District

Danny Shadrick, Controller
#3 Paul Parks Drive
St. Clair, MO 63077
636-629-2216

Services: 1999 - 2018, Current
Audit of financial statements, review of billing systems, and various consulting.

Salt Lick Road Transportation Development District

John J. Powderly, Treasurer
11850 Studt Avenue
P.O. Box 419121
St. Louis, MO 63141
314-991-8900, ext. 237

Services: 2003 - 2018, Current
Audit of financial statements.

City of Town & Country, Missouri

Bob Shelton, City Administrator
1011 Municipal Center Drive
Town & Country, MO 63131
314-432-6606

Services: 2009 - 2018, Current
Audit of financial statements, Single Audit, and GFOA CAFR consulting, including first-time application of certificate.

City of Twin Oaks, Missouri

Kathy Runge, City Administrator
1393 Big Bend Road, Ste. F
Twin Oaks, MO 63021
636-225-7873

Services: 2000 - 2018, Current
Audit of financial statements, Single Audit, GFOA
CAFR consulting, including first-time application
for certificate, and various accounting and computer
consulting.

City of Union, Missouri

Heather Keith, Finance Officer
500 East Locust Street
Union, MO 63084
636-583-3600

Services: 2006 - 2018, Current
Audit of financial statements, Single Audit, and
GFOA CAFR consulting, including first-time appli-
cation of certificate.

City of Warson Woods, Missouri

Kathy Mahany, City Clerk
10015 Manchester Road
Warson Woods, MO 63122-1825
314-965-3100

Services: 1997 - 2018, Current
Audit of financial statements and monthly financial
analysis consulting.

Washington Area Ambulance District

Chief Terry Buddemeyer
515 Washington Avenue
Washington, MO 63090
636-239-6354

Services: 2000 - 2018, Current
Audit of financial statements.

City of Washington, Missouri

Mary Sprung, CPA, Finance Manager
405 Jefferson Street
Washington, MO 63090
636-390-1041

Services: Various Years (20+), Current
Audit of financial statements, Single Audit, GFOA
CAFR consulting, including first-time application
for certificate, consulting work for EDP and ac-
counting systems evaluation, and various computer
systems installation, consulting for fixed assets gen-
eral ledger application, budgeting and employee
benefits, and accounting policies and procedures
manual. Consulting with regard to rate determina-
tion for solid waste program, issuance of Revenue
Bonds and General Obligation Bonds related to in-
dustrial development and Section 353 Redevelop-
ment Corporation.

City of Webster Groves, Missouri

Joan Jadali, Finance Director
4 E. Lockwood Avenue
Webster Groves, MO 63119
314-963-5323

Services: 2003 - 2018, Current
Audit of financial statements, Single Audit, and
GFOA CAFR consulting, including first-time appli-
cation for certificate.

City of Wright City, Missouri

Karen Girondo, City Treasurer
203 Veterans Memorial Parkway
Wright City, MO 63390
636-745-3101

Services: 2012 - 2018, Current
Audit of financial statements.



Hochschild, Bloom & Company LLP
Certified Public Accountants
Consultants and Advisors

Governmental Services

An important factor when choosing a CPA firm is the firm's reputation among the clients it serves. Our Firm, partners, and professional employees have earned and continue to maintain a reputation of excellence with our clients.

Qualifications and Experience

We provide constant updates on important governmental accounting changes. Our specialized experience will save your staff time and cost yet provide a high quality audit on a more timely basis.

- Report preparation for approximately 20 governmental organizations which have received the annual GFOA Certificate of Achievement Award.
- Two HB&Co. partners are on the GFOA Special Review Committee who review CAFRs for the GFOA Certificate of Achievement.
- Governmental services partner currently serves on and was chairman of the Missouri Society of CPAs Committee on Governmental Accounting, following two of our partners past service on the same committee.
- Focus on your accounting system to maximize efficiency, effectiveness, and opportunities for improvement.
- Active membership in Governmental Audit Quality Center to maintain highest level of quality governmental reporting.
- Active membership in the Government Finance Officers Association, GFOA St. Louis Chapter, Missouri Municipal League, Missouri Municipal Attorneys Association, City Clerks Association, and Missouri City/County Management Association.
- Performance of speaking engagements on government topics.
- Governmental audit staff have exceeded the education requirements of *Government Auditing Standards*, issued by the Comptroller General of the United States.
- Governmental services partner and director with Certified Fraud Examiner (CFE) certification.
- Two partners who have received the AICPA's Certificate of Educational Achievement in the Governmental Accounting and Auditing Program.

"Thanks to Hochschild, Bloom & Company for their able assistance and for the professional manner in which they helped prepare and complete our comprehensive annual financial report in a timely manner."

County Clerk

Governmental Services Available

Hochschild, Bloom & Company LLP ensures technical competence of its staff by dedicating specialized expertise to individuals with broad experience and training which enhances the value of our services and solves problems for our clients.

"As independent auditors, Hochschild, Bloom & Company also provide an objective outside review of management's performance in reporting operating results and financial condition."

Treasurer
Public Water Supply District

Accounting and Auditing

- Audits/Reviews/Compilations
- Employee Benefits Audits
- Fixed Assets (Capital) Compilation Reviews
- Monthly Accounting and Payroll
- Staff Training
- Due Diligence Reporting
- GFOA Certificate of Achievement Compliance
- New GASB Implementation Guidance
- Outsourced CFO Services
- Assistance with TIFs, TDDs, and NIDs

Compliance Auditing

- Yellow Book Audits
- Individual Contract Audits
- Single Audits of Federal Programs under Uniform Guidance (formerly A-133)
- Debt Compliance Auditing
- Business License Reviews
- MIRMA Reporting

Management Consulting

- Budgeting and Forecasting
- Internal Control Reviews
- Performance Management
- Operational Reviews
- Municipal Court Reviews
- Community Center Controls
- Financing Analysis and Review
- Cash Management - Investment Policies
- Accounting Policies and Procedures Manuals
- Cost/Pricing/Fee Studies
- Department Reviews
- Health and Pension Employee Benefit Programs
- Cash Flow Review

Tax Issues

- Payroll Processing and Reporting
- IRS and State Tax Notices
- Pension and Employee Benefit Compliance
- Independent Contractor Guidance

We are members of PrimeGlobal, a worldwide association of independent accounting firms and business advisors that can provide additional national and international research capabilities and resources.

15450 South Outer Forty Road, Suite 135
Chesterfield, Missouri 63017-2066
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Fax 636-532-9055

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Washington, Missouri 63090-8457
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 Washington, MO 63090-8457, 636-239-4785

**SELECTION CRITERIA CHECKLIST -
 RELIABILITY FOR YOUR GOVERNMENTAL AUDIT NEEDS**

SELECTION CRITERIA	Hochschild, Bloom & Company LLP	Firm No. 2	Firm No. 3
The highest qualifications and reputation	✓		
Specialized governmental services team	✓		
70 years providing governmental services	✓		
The most experience of a similar nature and current references	✓		
Personal involvement by firm partners and directors	✓		
Firm has multiple GFOA Special Review Committee members	✓		
Number of staff professionals with extensive governmental experience	✓		
Active member of Missouri Society of CPAs Governmental Committee	✓		
Meets requirements of <i>Government Auditing Standards</i> , issued by the Comptroller General of the United States	✓		
Competent and experienced consulting team	✓		
Registered with American Institute of CPAs as peer reviewers for state and local governments and audits under <i>Government Auditing Standards</i>	✓		
Online research capabilities and international affiliation	✓		
GFOA Certificate of Achievement experience	✓		
Flexible schedules to meet your needs	✓		
Similar grant audit experience to prevent loss of funding	✓		
Regularly performs governmental speaking engagements	✓		
Unqualified "clean" opinion on peer review to assure you of the highest quality services	✓		
Tax department for consulting support for payroll, employee benefit programs, and contributions	✓		
Provides regular communication on important information	✓		
Experience providing other needed services consulting	✓		
Member of the Missouri Municipal League, City Clerks Association, Attorney's Municipal League, and GFOA	✓		



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Charles A. Deluzio, CPA
Jeffrey P. Anzovino, CPA, MSA
Joseph E. Petrillo, CPA
Stacey A. Sanders, CPA, CSEP
Lisa M. Altschaffl, CPA

System Review Report

To the Partners of Hochschild, Bloom & Company LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Hochschild, Bloom & Company LLP (the firm) in effect for the year ended May 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at <http://www.aicpa.org/prsummary>.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

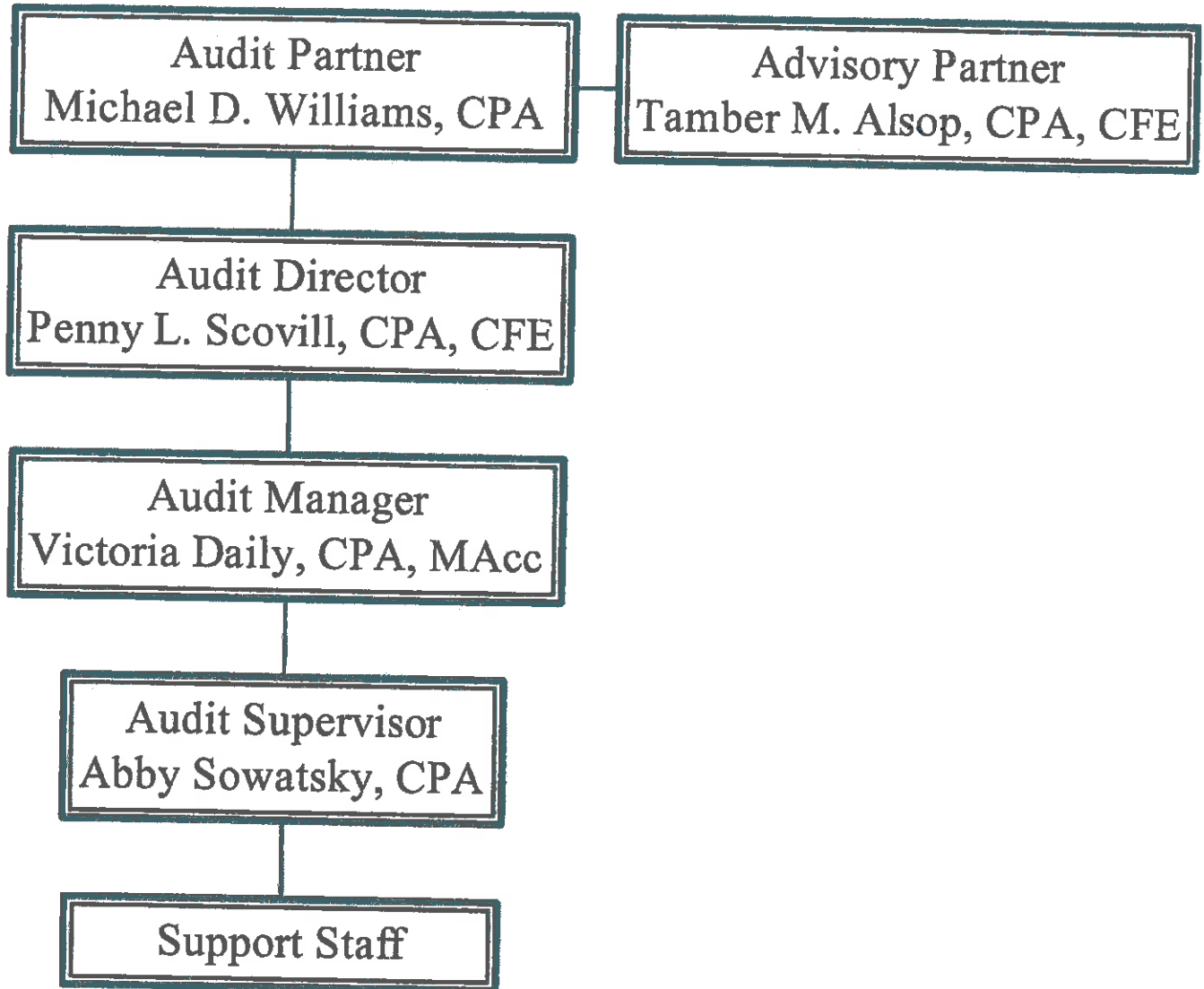
In our opinion, the system of quality control for the accounting and auditing practice of Hochschild, Bloom & Company LLP in effect for the year ended May 31, 2015 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Hochschild, Bloom & Company LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'Deluzio & Company LLP'.

Deluzio and Company, LLP
July 31, 2015

CITY OF UNIVERSITY CITY, MISSOURI
CLIENT SERVICE TEAM

We have designed a client service team that will become familiar with the City's operations. Our service team has the qualifications and experience to provide the highest level of service in the field of governmental auditing, accounting, and consulting.



Michael D. Williams, CPA
Audit Partner

Professional Background And Responsibilities

Michael D. Williams joined Hochschild, Bloom & Company LLP in 1987 as a member of the professional accounting staff and accepted as partner in 1998 and managing partner in 2018. He has managed work done for various cities, districts and other political subdivisions, and nonprofit agencies, including consulting projects and work with federal program audits. He has reviewed audited financial statements for the Missouri State Board of Accountancy for issuance of consultant's reports concerning governmental reporting deficiencies. Mr. Williams also performs compilation, review, and taxation services for major clients of the Firm.

As a partner for the Firm, his primary function is to conduct all aspects of governmental accounting, auditing, and consulting services. He has detailed knowledge of the current accounting systems used by many governmental audit clients of the Firm. He is on-site for many of our governmental engagements. During each of these engagements under his direction, he reviews accounting and related operating procedures in detail in order to furnish management with reports and advice regarding internal control and compliance issues.

He has been a speaker on technical subjects at various conferences including the GFOA St. Louis Chapter, Missouri County Treasurers' Association, Association of Missouri County Auditors, City Clerks and Finance Officers of St. Louis, and AAIM. Mr. Williams has co-authored articles for publication related to governmental sector topics.

Educational Background And Certification

Mr. Williams graduated from Southeast Missouri State University in 1987 with a Bachelor of Science degree in Accounting. He received his certificate in 1989 and is licensed to practice in the State of Missouri. CPA Certificate number 14421. In 1992, he was awarded the Certificate of Educational Achievement in the Governmental Accounting and Auditing Program of the American Institute of Certified Public Accountants (AICPA).

Continuing Education

Mr. Williams participates in various professional development courses and has consistently exceeded the requirements of the profession and of his specialties. He has also attended various in-house seminars and income tax workshops. In the last three years, he has attended conferences on detecting fraud, internal controls, grant program compliance, and employee benefits.

Professional Society Memberships

Mr. Williams was the chairman of the Governmental Accounting Committee of the Missouri Society of Certified Public Accountants for six years and was its liaison member to the Technical Standards Review Committee. He has been a member of the Government Finance Officers Association's Special Review Committee since 1992 and has reviewed audit reports for the Missouri Society of Certified Public Accountants' Technical Standards Review Committee. He is an active member of the Missouri GFOA St. Louis Chapter.

Tamber M. Alsop, CPA, CFE
Partner

Professional Background And Responsibilities

Tamber M. Alsop joined Hochschild, Bloom & Company LLP in 1994 as a staff accountant. Mrs. Alsop has 27 years public accounting experience. She was promoted to accounting and auditing director in 1999 and became partner in 2002. Prior to joining the Firm, she was an accountant at a local St. Louis public accounting firm. She has many supervisory audit responsibilities in audits of nonprofit agencies, cities, other political subdivisions, and corporations. She has experience with fraud audits, HUD audits, Federal programs and other "Yellow Book," and Single Audits. She performs compilation, review, and taxation services for major clients of the Firm. She performs audits for many governmental clients and has specialized experience in fraud investigations, federal programs, and internal control system reviews. She is a Certified Fraud Examiner (CFE). As partner for the Firm, her primary function is to direct engagements, supervise senior and staff accountants, and review the work completed to ensure accuracy, completeness, suitable presentation, and adequate disclosures. She tailors audit procedures to achieve the most effective audit, given the size and complexity of the plan and develops positive client relationships by ensuring value-added service are provided to each client.

Educational Background And Certification

Mrs. Alsop graduated from Northeast Missouri State University in 1988 with a Bachelor of Science degree in Accounting. She received her CPA certificate (CPA certificate number 15830) in 1992 and is licensed to practice public accounting in the State of Missouri. She received her CFE designation in 2001.

Continuing Education

Mrs. Alsop attends various professional development courses sponsored by the Missouri State Board of Accountancy and has received over 40 hours per year of Continuing Professional Education, including those required of governmental auditors and certified fraud examiners. She also attends various in-house seminars and income tax workshops throughout the year. In the last three years, she has attended conferences on detecting fraud, grant program compliance, and accounting for construction contractors. She has been a speaker at various courses related to fraud, internal controls, and accounting and audit topics.

Professional Memberships

Mrs. Alsop is a member of the American Institute of Certified Public Accountants, Missouri Society of Certified Public Accountants, and Association of Certified Fraud Examiners. She is an active member of the Chesterfield Rotary Club and other charitable and community activities and associations. She is also the past president of the St. Clair Rotary Club. In addition, Mrs. Alsop serves on the Government Finance Officers Association Special Review Committee, which decides if a government should be awarded a Certificate of Achievement for Excellence in Financial Reporting.

Penny L. Scovill, CPA, CFE
Audit Director

Professional Background And Responsibilities

Penny L. Scovill joined Hochschild, Bloom & Company LLP in November 2001 as a staff accountant of accounting and auditing. Mrs. Scovill was promoted to supervisor in 2005, manager in 2007, and director of accounting and auditing in 2010. Prior to that time, Mrs. Scovill was employed in private industry. Mrs. Scovill has a broad range of experience in performing audits, reviews, compilations, and corporate tax returns. Her areas of concentration include governmental and not-for-profit entities. She is a Certified Fraud Examiner (CFE). Mrs. Scovill's duties with the Firm include managing engagements, supervision and development of Firm staff, accounting research, review of client accounting policies and operations, and Firm administration and marketing.

Educational Background And Certification

Mrs. Scovill graduated from Missouri State University in 1999 with a Bachelor of Science degree in Accounting. Mrs. Scovill became a CPA in 2005 and is licensed in the State of Missouri. She received her CFE designation in 2011.

Continuing Education

Mrs. Scovill participates in professional development courses sponsored by the American Institute of Certified Public Accountants, Missouri Society of Certified Public Accountants, Franklin Covey management seminars, and in-house courses. She has consistently exceeded the requirements of the profession. Her education has included accounting, auditing, taxation, governmental, employee benefit plans, and management development.

Professional Memberships

Mrs. Scovill is a member of the Missouri Society of Certified Public Accountants, Association of Certified Fraud Examiners, and American Institute of Certified Public Accountants.

Victoria Dailey, CPA, MAcc
Audit Manager

Professional Background And Responsibilities

Victoria Dailey joined the firm of Hochschild, Bloom & Company LLP in September 2012 as a staff accountant and was promoted to manager in 2014. Prior to joining the Firm, she was an accountant at a local public accounting firm and has 9 years of public accounting experience. Mrs. Dailey has experience auditing governmental entities, non-profits, and school districts. She performs audits, compilations, reviews, and taxation services for various clients of the Firm. As manager, she supervises staff accountants, reviews work completed to ensure accuracy and completeness, and is involved with the Firm's scheduling team to ensure all work is performed timely.

Educational Background And Certification

Mrs. Dailey graduated from Missouri State in 2007 with a Bachelor of Science degree in Accounting and in 2008 with a Master's degree in Accounting. She received her CPA certification in 2009 (license #2010012833).

Continuing Education

Mrs. Dailey attends various professional development courses sponsored by the Missouri State Board of Accountancy and has received over 40 hours per year of Continuing Professional Education, including those required of governmental auditors. She also attends various in-house seminars and income tax workshops throughout the year.

Professional Memberships

Mrs. Dailey is a member of the American Institute of Certified Public Accountants and Missouri Society of Certified Public Accountants.

Abby Sowatsky, CPA
Audit Supervisor

Professional Background And Responsibilities

Abby Sowatsky joined the firm of Hochschild, Bloom & Company LLP in December 2013 as a staff accountant and was promoted to supervisor in 2016. She has experience auditing governmental entities, nonprofits, and employee benefit plans. Ms. Sowatsky performs compilations, reviews, audits, and taxation services for various clients of the Firm.

Educational Background And Certification

Ms. Sowatsky graduated from Truman State University in 2013 with a Master's of Accountancy degree. Ms. Sowatsky became a CPA in 2014 and is licensed in the State of Missouri. Ms. Sowatsky is also a QuickBooks ProAdvisor.

Continuing Education

Ms. Sowatsky participates in various professional development courses throughout the year and receives at least 40 hours of Continuing Professional Education each year including governmental courses. She also attends various in-house seminars and income tax workshops. Ms. Sowatsky became a member of the Chesterfield Kiwanis Club in 2018.

CITY OF UNIVERSITY CITY, MISSOURI
AUDIT APPROACH AND TIMELINE

<u>Task Or Event</u>	<u>Approximate Timeline</u>
1. Pre-engagement activities Entrance conference Provide list of schedules to be prepared by the City Determine confirmation requests needed	August 2018
2. Preliminary visit Review accounting systems and related documentation Review understanding of internal control Determine walk-through procedures and complete	September 2018
3. Continuing planning procedures Perform preliminary analytical review Determine preliminary materiality Consider engagement risk Prepare a detailed final audit plan	September 2018
4. Performing the audit fieldwork Perform substantive audit procedures Review subsequent events Review for contingencies and obtain legal representation letters Fieldwork exit conference and provide final adjustments, if any Perform final analytical review Review audit documentation Prepare draft financial statements Form preliminary opinion Prepare reports: Report on audit of financial statements Reports on internal controls and compliance Required communication/management letter	October 2018
5. Final review and evaluation Final review of workpapers Evaluate audit results Final review of financial statements Form final opinion Finalize required client communications Technical, final review	November 2018
6. Provide draft financial statements	November 2018
7. Management approval of financial statements	December 2018
8. Deliver final reports and presentation to City Council	December 2018

Independence

Our Firm and all employees are independent of the City, as defined by auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States.

Conflict of Interest

Our Firm has had no conflict of interest with regard to any other work performed for the City.

License to Practice in Missouri

Our Firm and all assigned key professional staff are properly registered and licensed to practice in Missouri.

Qualifications and Experience

As noted in the transmittal letter and references list, our Firm has considerable municipal qualifications and experience. Founded in 1946, our Firm has approximately 40 personnel and 15 professionals of our staff have substantial training and experience with governmental services.

Our professional team consists of five full-time professionals all with extensive experience in providing governmental services. This team includes two partners, a director, and associate professional staff members. In addition, the key team members (one partner and/or director) will be on site for 100% of the audit fieldwork.

Our most recent quality control review, on which we received the highest rating with no letter of comments, did specifically include governmental engagements.

We have had no desk review or field review and no disciplinary actions taken or pending.

Staff Qualifications and Experience

Our Firm requires all government auditors to have a minimum of 24 hours training every two years in accordance with guidelines and all professional staff to receive annual training for accounting and tax consulting. More detailed information on the key individuals assigned is presented in the biographical briefs.

Audit of Financial Statements

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements. Accounting standards generally accepted in the United States of America provide for certain required supplemental information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will subject the other supplemental information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to

the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the other supplemental information when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the governing board. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will fully discuss the reason(s) with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states: 1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control on compliance, and 2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures--General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement whether from: 1) errors, 2) fraudulent financial reporting, 3) misappropriation of assets, or 4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with

CITY OF UNIVERSITY CITY, MISSOURI

ENGAGEMENT PLAN

auditing standards generally accepted in the United States of America and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors. Our audit engagement ends upon delivery of our audit report.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of this engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures--Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with: 1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, 2) additional information that we may request for the purpose of the audit, and 3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving: 1) management, 2) employees who have significant roles in internal control, and 3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud and compliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplemental information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplemental information in any document that contains and indicates that we have reported on the supplemental information. You also agree to include the audited financial statements with any presentation of the supplemental information that includes our report thereon or make the audited financial statements readily available to users of the supplemental information no later than the date the supplemental information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: 1) you are responsible for presentation of the supplemental information in accordance with GAAP; 2) you believe the supplemental information, including its form and content, is fairly presented in accordance with GAAP; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplemental information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits attestation engagement, performance

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audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Single Audit

If required by you, our audit will be conducted in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the governing board. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. This report will state that the report is not suitable for any other purpose.

Management is responsible for the schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying all federal awards received and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. As part of the audit, we will assist with preparation of your schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

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You are responsible for preparation of the schedule of expenditures of federal awards (including notes and non-cash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: 1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; 2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; 3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and 4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit.

At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the schedule of expenditures of federal awards, federal award programs, compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by auditing standards generally accepted in the United States of America.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under the Uniform Guidance.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

Audit Administration and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Our approach includes the preparation of an audit program which is tailored from the leading national guidance based upon your individual circumstances. Our audit program conforms to the latest and most thorough guidelines regarding analytical procedures, sampling, and compliance testing. In developing the program, we may use the City's budget, organizational charts, and other financial and information system documentation. Sample sizes of 25 to 60 may be used for random or haphazard sampling during various steps of the audit. We will make inquiries of prior auditors.

The audit documentation for this engagement is the property of Hochschild, Bloom & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hochschild, Bloom & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditor's report is issued or for any additional period requested by a regulator. If we are aware that a federal awarding agency, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our latest peer review accompanies this letter.

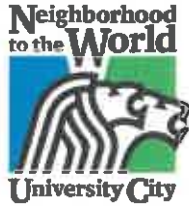
The engagement partner signing this proposal is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

**CITY OF UNIVERSITY CITY
ANNUAL AUDIT FOR 2018 - 2020 TABULATION**

	<u>BOTZ, DEAL & COMPANY</u>	<u>HOCHSCHILD, BLOOM & CO.</u>	<u>SCHMERSHAHL TRELOAR & CO.</u>
1. Years of the firm's experience in providing accounting and auditing services to municipalities.	40 Years	70 Years	N/A
2. Firm's size, organization structure and ranking in industries.	35 employees total 8 employees serves Governmental Client Largest CPA firm in St. Charles County	Top 15 largest regional accounting firm in St. Louis area.	Top CPA Firms in St. Louis
3. References prove the working experience with governmental entities throughout St. Louis County.	1. City of Wentzville 2. City of Oliveate 3. City of Wernentown 4. St. Charles County 5. City of Ladue	1. City of Arnold 2. City of Cameron 3. City of Collinsville, IL 4. City of Ellisville 5. City of Florissant 6. City of Kirkwood 7. City of Maryland Heights 8. City of Richmond Heights 9. City of Washington, MO 10. City of Webster Groves	1. Metropolitan Park & Recreation District d/b/a The Great Rivers Greenway District 2. St. Louis Development Corp 3. City of Crestwood 4. City of Columbia, IL
4. Government Finance Officer Association (GFOA) Certificate of Achievement experience.	Yes	Yes	Yes
5. Uniform Guidance (Single Audit) experience.	Yes	Yes	Yes
6. Qualifications of the individuals assigned to the audit team.	Partner - CPA with 35 yrs. Exp Manager - CPA with > 20 yrs. Exp Senior - CPA > 14 yrs. Exp Other staff	Subsidiary Partner - CPA, CFE 27 yrs exp Audit Partner - CPA, 31 yrs exp Audit Director - CPA, CFE, 17 yrs exp Audit Mgr - CPA, Misc, 9 yrs exp Audit Supervisor - CPA, 5 yrs exp Staff Accountant Support Staff	Consult Partner - CPA, >30 yrs exp Audit Partner - CPA, > 20 yrs exp Audit Mgr. - CPA, > 20 yrs exp
7. Audit Approach	Planning Substantive Work Conclusion Audit approach based upon risk-oriented perspective	Pre-engagement activities Preliminary visit Planning procedures Perform Audit Fieldwork Final review and evaluation Draft of FS Mgmt. approval of FS Presentation to City Council	Audit Planning Review and Documentation of Internal Control Audit Fieldwork Financial Statement Preparation Audit Finalization Potential Audit Problems
8. Assistance with new pronouncement.		Yes	Yes
9. Timetable of work to be performed to complete the financial statements and allow an ample time for the City to review and submit to the Government Finance Officer Association by December 31.	List of PBC - 7/15 Receipt of confirmation - 7/31 Audit field work - 8/24 - 10/12 Delivery preliminary draft CAFR - 10/31 City approval FS and MDA - 11/15 Audited CAFR for Nov meeting	Pre-engagement activities - Aug Preliminary visit - Sept Planning procedures - Sept Perform Audit Fieldwork - Oct Final review and evaluation - Nov Draft of FS - Nov Mgmt. approval of FS - Dec Presentation to City Council - Dec	Preliminary audit planning - Aug Audit Fieldwork - late Sept. early Oct Draft FS - late Oct, early Nov Delivery Report to Mayor, City Council - Nov / Dec meeting
10. Consulting Service Available	Personnel Administration Employee Benefit Plan General Management Expense Reduction Analysis	Cost Pricing Fee Studies Employee Benefit Plans	
11. Cost per hour or completing of annual audit.	Partner Manager Senior Staff Clerical \$38,000, \$38,350 and \$40,625	Partner Director Manager Supervisor Staff \$45,000, \$49,000 and \$50,400	Partner \$250 Manager 200 Supervisor 145 Senior 115

**CITY OF UNIVERSITY CITY
ANNUAL AUDIT FOR 2018 - 2020 TABULATION**

	<u>STOPP & VANHOY</u>	<u>SIKICH</u>	<u>SCHOWALTER & JABOURI</u>
1. Years of the firm's experience in providing accounting and auditing services to municipalities	29 Years	N/A	40 Years
2. Firm's size, organization structure and ranking in industries	25 employees total 18 employees serves Governmental Client	750 employees in all 50 states Top 30 CPA firms in the country	52 Professionals Top 20 of largest St. Louis area CPA firms
3. References prove the working experience with governmental entities throughout St. Louis County.	1. City of Festus 2. City of Crystal City 3. Franklin County	1. Village of Chatham, IL 2. Village of Glen Carbon, IL 3. City of Aurora, IL 4. City of Naperville, IL 5. City of Springfield, IL	1. City of St. Peters 2. City of Creve Coeur 3. City of Des Peres 4. City of Desoto
4. Government Finance Officer Association (GFOA) Certificate of Achievement experience.	Yes	Yes	Yes
5. Uniform Guidance (Single Audit) experience.	Yes	Yes	Yes
6. Qualifications of the individuals assigned to the audit team.	Audit Partner - CPA, 13 yrs exp Audit Mgr - CPA, CGFM, 7 yrs exp Staff Auditor - CPA, 4 yrs exp	Partner in Charge - CPA > 30 yrs Partner - CPA > 20 yrs exp Partner - CPA > 25 yrs exp Sr. Manager - CPA > 12 yrs exp Manager - CPA > 5 yrs exp	Shareholder - CPA, CFE, CGMA > 35 yrs exp Assurance Dept Director - CPA, CFE > 20 yrs exp Audit Supervisor - CPA > 8 yrs exp Audit Supervisor - CPA > 7 yrs exp
7. Audit Approach	Orientation Planning Interim Fieldwork Procedures Financial Reporting	Audit Plan Development Determination of Materiality Audit Risk Evaluation Interviews of Management and Audit Evidence Measurement Performance Testing Substantive Testing and Analytical Procedures	Audit Planning Conduct Risk Assessment Develop Strategic Audit Plan Execution Account Analysis Execution General Report Results
8. Assistance with new pronouncement			
9. Timetable of work to be performed to complete the financial statements and allow an ample time for the City to review and submit to the Government Finance Officer Association by December 31.	Orientation, Planning, Interim - Aug Communication Audit Plan - Sept Fieldwork - Oct Presentation Draft Report - Nov 30 Audit Issuance - Dec 15	Preliminary Planning - July Preliminary Fieldwork - Aug-Sept Fieldwork - Oct-Nov Workpaper Review - Nov Draft of FS - Nov-Dec Completion of Audit - Jan	Interim Fieldwork - Prior to June 30 Provide all information for audit - Sept 1 Perform Final Audit Fieldwork - Oct 10-Nov 10 City to provide MDA, Stat Section, Draft CAFR - Nov 1 Typed Draft FS - Dec 1
10. Consulting Service Available		Dispute Advisory Human Resources Marketing	Information System Consulting Risk Management
11. Cost per hour or completion of annual audit	Partner \$175 Manager 125 Staff/Accountant 75	Partner \$270 Sr. Manager 225 Manager 175 Senior 150 Staff 125	Shareholder Assurance Dept. Director Audit Supervisor



Council Agenda Item Cover

MEETING DATE: August 13 2018
AGENDA ITEM TITLE: FY18-20 Proposed Work Plan
AGENDA SECTION: Consent Agenda
CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The attached FY18-20 Proposed Work Plan (Plan) was discussed by the Mayor and Council during your Strategic Planning Meeting on July 14, 2018 (see attachment). As a result of the discussion a review of the City's liquor licenses policies and an evaluation of the sale of liquor at C-Stores were added as projects. In addition to identifying the major projects on which staff will work on over the next two year period, the Plan also establishes priorities that will be used when constructing the Annual Operating and Capital Improvement Program Budgets. In no particular order of importance the priorities are as follows: Economic Development; Public Safety; Encourage high Quality Growth; Infrastructure; Community Quality of Life and Amenities; Prudent Fiscal Management; and Employees.

RECOMMENDATION:

The City Manager recommends the acceptance of the FY18-20 Proposed Work Plan.

ATTACHMENTS:

- FY18-20 Proposed Work Plan – August 13, 2018

City of University City

FY 18 – 20 Proposed Work Plan

August 13, 2018

By

Gregory E. Rose
City Manager

Priorities

- Economic Development
- Public Safety
- Encourage High Quality Growth
- Prudent Fiscal Management
- Infrastructure
- Community Quality of Life Amenities
- Employees

Economic Development

Strategic Project	Responsible Department	FY Implementation
<ul style="list-style-type: none"> I-170/Olive TIF Development – Commercial, residential (neighborhood) mixed use development 	<ul style="list-style-type: none"> Community Development 	FY 19 - 20
<ul style="list-style-type: none"> Economic Development Strategic Plan – Identify businesses that are the best fit for U City and provide a living wage for residents 	<ul style="list-style-type: none"> Economic Development / City Manager 	FY 19
<ul style="list-style-type: none"> Olive Blvd Master Plan – Study to gain consensus on traffic flows to take advantage of economic opportunities 	<ul style="list-style-type: none"> Community Development 	FY 19 - 20
<ul style="list-style-type: none"> Downtown Parking Study – Manage parking to improve access and land uses 	<ul style="list-style-type: none"> Community Development 	FY 18 - 19
<ul style="list-style-type: none"> Creation of a Marketing Plan – Identify tools/assets to tailor a strategy for recruiting business that are best for U City 	<ul style="list-style-type: none"> City Manager / Economic Development 	FY 20
<ul style="list-style-type: none"> Creation of a joint City/University planning team – Identify areas of mutual interest to develop future partnerships 	<ul style="list-style-type: none"> Economic Development 	FY 19
<ul style="list-style-type: none"> Economic Development Retail Sales Tax Fund – Create a function and criteria for use of funds collected 	<ul style="list-style-type: none"> City Manager 	FY 19
<ul style="list-style-type: none"> Olive and North & South Development – Identify the type of development desired at intersection and acquire property 	<ul style="list-style-type: none"> City Manager and Attorney 	FY 19
<ul style="list-style-type: none"> Olive and Midland Development – Identify the type of development desired at intersection 	<ul style="list-style-type: none"> Economic Development / Community Development 	FY 20 J-4-5
<ul style="list-style-type: none"> Hotel Feasibility Study 	<ul style="list-style-type: none"> Economic Development / City Manager 	FY 19

Public Safety

Strategic Project	Responsible Department	FY Implementation
Police Facility – Constructing a new police station	Public Works / Police Department	FY 19 - 20
Community Policing Strategy – Tailoring a strategy that enhances what works best for U City	Police Department	FY 19
Enhancing use of Technology – Using technology to enhance public safety efforts, i.e. cameras, drones, robotics, analytics, etc.	Fire / Police Department	FY 18 - 20
Fire Marshal – Recruit and train an individual to enforce the International Fire Code within the FD	Fire Department	FY 19
EMS Transport Evaluation – Conduct an analysis of cost and value for fire-based EMS transport	City Manager / Fire Department	FY 19
Accreditation – Police accreditation and certification (state) for improving police services	Police Department	FY 19 - 22

Encourage High Quality Growth

Strategic Project	Responsible Department	FY Implementation
Visioning Process / Comprehensive Plan Update – What does the community want the city to look like in the future?	City Manager / Community Development	FY 19 - 20
Redevelopment Plan – Implementation plan for residential component of I170 / Olive TIF	Community Development	FY 19 - 20
Architectural Review Board – Create an architectural review board to replace /enhance the existing Infill Review board	Community Development	FY 19
Evaluation of Boards and Commissions – Determine their effectiveness, efficiency and need	City Clerk / City Manager	FY 19 - 20
Evaluate Zoning Code – Determine their effectiveness of current codes	Community Development	FY 20
Code Enforcement Analysis – Evaluate housing inspection effectiveness, priorities and processes	Community Development	FY 19
Parkview Gardens Plan Implementation – Evaluate the zoning and other implementation actions	Community Development	FY 19

Prudent Fiscal Management

Strategic Project	Responsible Department	FY Implementation
5-year Financial Forecasting – Annually develop a 5 year revenue and expenditure estimate forecast	Finance	FY 19 - 20
Annual Financial Report – Provide a summary of key financial indicators for city employees and residents	Finance	FY 19
Pension Plan Analysis – Review funding levels to determine long term sustainability	Finance	FY 19
Internal Service Fund Review – Review costs and revenue to ensure funds are balanced	Finance / Public Works	FY 19
Solid Waste Rate Analysis – Create a solid waste advisory committee to evaluate the rate analysis report	City Manager / Public Works / Finance	FY 19
Evaluate Purchasing Cards – Determine the feasibility of using purchasing cards	Finance	FY 19
Review Liquor License Ordinances	Finance / City Attorney	FY 19
Evaluate C-Store Sale of Liquor	Planning / City Attorney	FY 19

Infrastructure

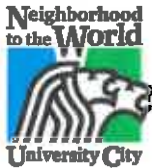
Strategic Project	Responsible Department	FY Implementation
Ten-year CIP – Identify the capital needs of the city for 10 years	Economic Development / Finance / Public Works	FY 19
ADA Transition Plan – Ensure compliance with ADA requirements over a 10-year period	Public Works	FY 19
Space Needs Study – Identify the city's available workspace and forecast current and future needs	Public Works	FY 19
Storm Water Master Plan – Identify and prioritize the needs for storm water management, flood mitigation, and long-term prevention	Public Works / Community Development	FY 19 - 20
Sanitary Sewer Lateral Program – Analyze current program administration for improvements	Public Works	FY 19
Waste Water Storage Tank Project by MSD – Evaluate community impact	City Manager / Public Works	FY 19 - 20
Sustainability Master Plan – Identify the needs, opportunities and priorities	Public Works	FY 20

Community Quality of Life Amenities

Strategic Project	Responsible Department	FY Implementation
<ul style="list-style-type: none"> • Technical Training for Public – Library based training for video editing, robotics, coding, etc. 	Library	FY 19
<ul style="list-style-type: none"> • Community Event Planning – Planning events that build and support a sense of community 	Parks and Recreation	FY 19 - 20
<ul style="list-style-type: none"> • Resident Satisfaction Survey – Determine the resident's satisfaction with services provided 	Communications / City Manager	FY 19
<ul style="list-style-type: none"> • Streaming of City Council Meetings – Provide residents with the opportunity to view the City Council meetings 	Communications / City Manager	FY 19

City Organization

Strategic Project	Responsible Department	FY Implementation	Sense Rating
Compensation and Classification Study – Evaluate employee salaries and benefits to ensure city remains competitive in market	Human Resources / City Manager	FY 18 - 19	2
Employee Survey – Evaluate the working culture of the organization	Communications / City Manager	FY 20	1
Organizational Values – Create shared values for the entire city organization	Communications / City Manager	FY 19	1
“Gainsharing” Program – Evaluate a program to incentivize employees to develop cost saving ideas to improve the organization	Human Resources	FY 19	1
Staffing Needs Assessment – Identify the human resources needed to deliver high quality services	Human Resources	FY 20	1
Safety Program – Develop a program to ensure employees work and operate in a safe environment	Human Resources	FY 19	1
Employee Onboarding Program – Develop a program to orient new employees into the organization	Human Resources	FY 19	1 ^{J-4-11}



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: Honorary Street Name Designation – 8200 block of Paramount Dr.

AGENDA SECTION: City Manager’s Report

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a request for a street name change to Paramount Dr. in September of 2017. The sitting Traffic Commission decided that a complete street name change would be problematic for the residents in the area and asked that staff research other alternatives for naming a street in recognition of a significant party. After some research on what other cities were doing to recognize individuals, staff concentrated on the idea of Honorary Street Name implementation.

The Honorary Street Name Implementation would leave the standard street name sign in place and the honorary sign would accompany the standard sign in a different decorative appearance.

After further review and conversations with emergency departments staff recommended to Traffic Commission that it would be best to explore other options of recognizing significant parties. The decision was made because of possible errors in emergency response that could be caused by the street name change and there being two signs referencing the street.

Staff has drafted an ordinance for an “Honorary Street Name Change” (attached) for Council consideration, discussion and direction.

RECOMMENDATION:

City Manager is requesting a discussion and City Council direction on the matter of enacting the “Honorary Street Name Designation” proposed ordinance. Further, that other options for honoring individual be explored.

ATTACHMENTS:

- Bill amending Chapter 500 – STREETS, SIDEWALKS AND PUBLIC PLACES, TREES AND SHRUBS
- Staff Reports to Traffic Commission

INTRODUCED BY: _____

DATE: _____

BILL NO.: _____

ORDINANCE NO.: _____

AN ORDINANCE AMENDING CHAPTER 505 OF THE UNIVERSITY CITY MUNICIPAL CODE, RELATING TO STREETS, SIDEWALKS AND PUBLIC PLACES, TREES AND SHRUBS, BY ENACTING THEREIN A NEW SECTION TO BE KNOWN AS "SECTION 505.015. ESTABLISHMENT OF HONORARY STREETS."

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

Section 1. Chapter 505 of the University City Municipal Code, relating to streets, sidewalks and public places, and trees and shrubs, is hereby amended by enacting therein a new section to be known as "Section 505.015. Establishment of Honorary Streets," which shall read as follows:

Section 505.015. Establishment of Honorary Streets.

A. Individuals or groups that have distinguished themselves by significant contributions to the City, state, nation, or world may be honored through an honorary-street designation. The City Council may establish an honorary street by ordinance. The honorary street must be a City public street.

B. An application to establish an honorary street may be made. Any application shall be submitted to the Traffic Commission and include the following:

1. Name of the individual(s) or group(s) requesting establishment of the honorary street;
2. Location of the proposed honorary street, including total length of the street to be affected and bounding streets or other boundaries;
3. Number of parcels of real estate affected;
4. Number of residential, commercial, and industrial uses affected;
5. Proposed honorary street name;
6. Reason(s) for the honorary designation and biography of the individual(s) or group(s) to be honored;
7. A petition signed by at least one owner of record for each parcel of real estate constituting in excess of seventy-five percent (75%) of the parcels of real estate adjacent to the street involved; and

8. A statement of the estimated cost to manufacture and install the honorary street signs from the Department of Public Works. The applicant shall deposit funds sufficient to cover the estimated cost to manufacture and install the honorary street signs, which shall be refunded to the extent not used.

C. The Traffic Commission may make a recommendation to the City Council on the application.

D. The honorary street signs shall be installed by the Department of Public Works. If an application was made, the applicant shall be responsible for paying all costs to manufacture and install the honorary street signs.

E. The City public street shall retain its official name and legal status, and the honorary street designation shall not result in a change of street addresses.

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 _____, 2018.

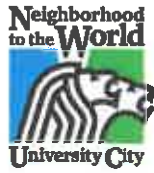
MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63120. Phone: (314) 505-8560, Fax: (314) 862-0694

STAFF REPORT

MEETING DATE: September 13, 2017
APPLICANT: Mildred Pettitford – 12179 Red Lion Drive, Florissant MO.
Location: Paramount Drive 82nd Blvd to The City of Life Christian Church
Request: Street Name Change
Attachments: Traffic Request Form

Existing Conditions:

Paramount Avenue



Request:

The request for a street name change of Paramount Drive to Rev. Joe L Middleton Ln

Conclusion/Recommendation:

It is recommended that the Traffic Commission review the request to determine the next steps in the process and determine the petition area.

Attached – Street Name Change Procedure

K - 1 - 4

TRAFFIC REQUEST FORM

LOCATION OF REQUEST

8200 block of Paramount Dr., University City, MO 63132

STATE THE NATURE OF YOUR REQUEST:

To rename the public street Paramount Dr to Rev. Joe L Middleton Ln

WHAT ACTION ARE YOU REQUESTING THE CITY TO TAKE CONCERNING YOUR REQUEST?

To initiate the renaming of Paramount Dr to Rev. Joe L Middleton Ln by submitting a request at the September 13, 2017 Traffic Commission meeting.

WHAT IMPACT WOULD THE ACTION HAVE ON ANY ADJACENT RESIDENTS OR STREETS?

Paramount Dr is a short, one block street located in the Third Ward (see map). Paramount Dr runs out at the entrance of The City of Life Christian Church's rear parking lot. The renaming of the entire street does not pose any problems and would have minimal impacts on the property owners. There are no businesses or commercial properties on Paramount Dr. These property owners will be provided notification of the proposed name change by signature on the Petition for Change of Street Name.

NOTE: The Public Works Department staff will review this request and, if warranted, this matter will appear as an agenda item for a traffic commission meeting. If a meeting is held, you will be encouraged to attend so that you may state your concerns.

NAME: Mildred Pettiford

ADDRESS: 12179 Red Lion Drive, Florissant, MO 63033

PHONE (HOME): 314-355-2825 **PHONE (WORK):** 314-885-6709

Date: July 26, 2017

Please return completed form to the Traffic Commission Staff Liaison, at the Public Works Department, 3rd floor of the City Hall. Or, by mail/fax:

Mr. Errol Tate
c/o Public Works Department
6801 Delmar Blvd.
University City, MO 63130
(314) 862-6767
(314) 862-0694 (fax)

K - 1 - 5

St. Louis County Parcel Map



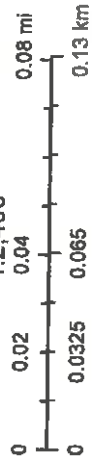
June 8, 2017

Parcel Selected

Sales (Last 2 Years)

K 1 - 6

1:2,400





THE SCHOOL DISTRICT OF
UNIVERSITY CITY
Transform the Life of Every Student Every Day!

Sharonica L. Hardin-Bartley, PhD, PHR
Superintendent of Schools
Ronald E. McNair Administration Building
8136 Groby Road
University City, MO 63130
(314) 290-4002
shardin@ucityschools.org

August 4, 2017

University City Traffic Commission
6801 Delmar Blvd.
University City, MO 63130

Dear University City Traffic Commission:

I'm writing to support a proposed request to change the street name of Paramount Drive to Middleton Drive, in honor of Pastor Joe Louis Middleton of The City of Life Christian Church.

Pastor Middleton has been a staple in the community for the past 25 years and has built a diverse following in University City. He is open, caring and robust in his interactions with all people and has a calming spirit that is evident upon your first interaction.

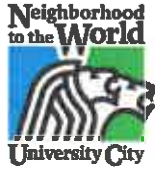
Pastor Middleton and his wife, First Lady Doris Lee Middleton, have partnered with the School District of University City for many years, providing much needed support for our students and their families.

It would be a pleasure to have a street named after Pastor Joe Louis Middleton who gives so much to the community that he loves and serves.

Best Regards,

Sharonica Hardin-Bartley, PhD, PHR
Superintendent of Schools

K-1-7



Department of Public Works and Parks

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-

8560, Fax: (314) 862-0694

STAFF REPORT

MEETING DATE: July 11, 2018
APPLICANT: Mildred Pettitford – 12179 Red Lion Drive, Florissant MO
Location: Paramount Drive 82nd Blvd to “The City of Life Christian Church”
Request: Honorary Street Name
Attachments: Traffic Request Form

Existing Conditions:

Paramount Avenue

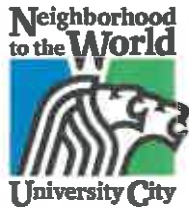


Request:

The request for an honorary street name in addition to Paramount Drive to name it Rev. Joe L Middleton Ln.

Conclusion/Recommendation:

In regards to the request to permanently change the name of a city street in recognition of a community member staff has researched another alternative other than completely changing a street name this decision came about from research and discussions with the traffic commission and the current requestors. Staff has instead recommended the adoption of a new ordinance that would allow co-naming the requested street(s) this method would be labeled as an “Honorary Street Name”, the existing street name will remain and the honorary signs will accompany the original street name. With consultation with the City’s emergency staff, City staff recommends the traffic commission object to street name changes and recommend the requestor(s) to explore other options of recognition.



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: An Ordinance Authorizing the City Manager to Execute a Rights-of-Way Use Agreement with Missouri American Water Company

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The City has a history of requiring potential users of the City's Rights-of-Way ("ROW") to enter into agreements with the City before utilizing the ROW. Per recent amendments to Article III of Municipal Code Chapter 505, the City codified the requirement for users to enter into a ROW Use Agreement ("Agreement") before being authorized to use the ROW for communication facilities.

Missouri American Water Company ("MOAW") applied for an Agreement to use the ROW to install wireless antenna facilities as part of their meter reading project. This project will allow customers' water meters to be read remotely, which according to MOAW will reduce costs, increase efficiencies, and provide better and quicker information concerning water line breaks.

The Agreement (Bill Exhibit A) before you is substantially the same as the City Council approved on April 9, 2018 for MCIMetro and their affiliates minus the settlement provisions plus terms for wireless facilities. It is important to note that while the Agreement contemplates that MOAW will install wireless facilities in the ROW, the Agreement does not approve the wireless facilities as such use is explicitly subject to applicable zoning and permits. City staff has met with MOAW on a few occasions to discuss their project including possible locations, the requirements for those locations, and size of the facilities. The proposed locations are included as Exhibit B to the Agreement. While the same will still have to be confirmed through an application for approval, it appears the size of MOAW's antennas and associated equipment will meet the City's fast track small wireless facility procedure (Municipal Code Section 400.1405.A.3) that was adopted by the City Council on November 27, 2017.

This Agreement sets the relationship between MOAW and the City for use of the ROW including providing relocation provisions, no cause of action for damages against the City, indemnification of the City, and other terms and requirements consistent with Article III of Municipal Code Chapter 505.

RECOMMENDATION:

The City Manager recommends that the City Council authorize the City Manager to execute the attached Rights-of-Way Use Agreement with Missouri American Water Company (Bill Exhibit A).

ATTACHMENTS:

- Bill authorizing the City Manager to execute the Rights-of-Way Use Agreement with Missouri American Water Company.
- Partially executed Rights-of-Way Use Agreement with Missouri American Water Company (Bill Exhibit A).

INTRODUCED BY:

DATE: July 9, 2018

BILL NO. 9360

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHTS-OF-WAY USE AGREEMENT WITH MISSOURI AMERICAN WATER COMPANY.

WHEREAS, Missouri American Water Company has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate facilities for communications related capabilities, specifically a data collection system for meter readings; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee have negotiated a Rights-of-Way Use Agreement for Communications Facilities ("ROW Use Agreement"), to establish the terms of Missouri American Water Company's use of the Rights-of-Way and to incorporate the provisions and definitions of the City's Code of Ordinances, particularly the City's Rights-of-Way Code, Chapter 505, Article III; and

WHEREAS, the City Council now desires to enter into the ROW Use Agreement with Missouri American Water Company, in substantially the form of Exhibit A, attached hereto and incorporated herein by reference.

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

Section 1. The City Manager is hereby authorized to execute the ROW Use Agreement between the City and Missouri American Water Company in substantially the form of Exhibit A, attached hereto and incorporated herein by reference relating to conditions upon Missouri American Water Company's use of the City's Rights-of-Way. The City Manager and designees are further authorized to take such additional action as may be necessary or contemplated pursuant to this Agreement or to carry out the intent of this Ordinance.

Section 2. This Ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED AND APPROVED THIS ___ DAY OF _____ 2018.

By: _____
MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

Exhibit A

MISSOURI AMERICAN WATER COMPANY ROW USE AGREEMENT

**RIGHTS-OF-WAY USE AGREEMENT
FOR COMMUNICATIONS FACILITIES**

THIS RIGHTS-OF-WAY USE AGREEMENT FOR COMMUNICATIONS FACILITIES ("Agreement") is made and entered into as of the Effective Date (as defined in Section 11.1), by and between, Missouri American Water Company., a Missouri corporation registered to do business in the State of Missouri (the "Licensee"), and the City of University City, Missouri, a municipality of the State of Missouri (the "City"). Licensee and City may sometimes be referred to in this Agreement individually as a "Party" or collectively as the "Parties."

WHEREAS, Licensee has requested consent from the City to authorize its use of the City's Rights-of-Way to construct, install, maintain, and operate antennae, support mast and mounts, amplifiers, conduits, coaxial cable, receivers, battery units, equipment cabinets, through bolts, washers, nuts, power supply cabinets, power meters, grounding or bond wires, and all other equipment that is used by Licensee within the City Rights-of-Way (the "Licensee Facilities") for communications or related capabilities; and

WHEREAS, Missouri law provides conditions relating to the City's consent to, and authorizes the City to regulate the use and occupancy of its Rights-of-Way ("Rights-of-Way" or "ROW") for placement of various communications facilities; and

WHEREAS, the City is authorized to and has established standards for occupancy of the Rights-of-Way by communications facilities and other uses that are consistent with and recognize the Public Service Commission's duties and jurisdiction; and

WHEREAS, the City and Licensee desire to enter into this Agreement, to establish the terms of Licensee's use of the Rights-of-Way, and to incorporate the provisions and definitions of the ROW Code (as defined in Section 1.2); and

WHEREAS, the City and Licensee also desire to compromise, resolve, and settle their dispute over compensation that the City claims to be due for past use of the City Rights-of-Way by Licensee (the "Dispute"); and

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

SECTION 1. GENERAL

1.1 Preservation of Police Power Authority. Any rights granted to Licensee pursuant to this Agreement are subject to the authority of the City to adopt and enforce ordinances necessary to the health, safety, and welfare of the public.

1.2 Defined Terms. For purposes of this Agreement, the capitalized terms shall have the meanings as set forth herein and in the Code of Ordinances of the City, including specifically Article III of Chapter 505, and as may be amended (the "Code" or "ROW Code"). Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory,

and "may" is permissive. Words not defined shall be given their common and ordinary meaning. The following additional capitalized terms shall also apply to this Agreement:

A. **"Communications"** The transmission via the Licensee Facilities, in whole or in part, between or among points specified by the user, of information of the user's choosing (e.g., data, video, voice), without change in the form or content of the information as sent and received, regardless of the statutory or regulatory scheme to which such transmissions may be subject.

B. **"Communications Service"** The transmission of writing, signs, signals, pictures, sounds or other forms of intelligence through wire, wireless or other means, including, but not limited to, any "telecommunications service," "enhanced service," "information service," or "Internet Service," as such terms are now, or may in the future, be defined under applicable law, and including all instrumentalities, Licensee Facilities, apparatus and services (among other things, the receipt, forwarding, and delivery of Telecommunications) incidental to such transmission or designed to directly or indirectly facilitate or accept such transmission and shall also include "video services" as defined in § 67.2677 RSMo. The term "Communications Service" does not include the rental of conduit or physical facilities, which if proposed must be expressly separately approved in Exhibit A below or sought directly by such third party from City. Any party seeking to provide cable television, video services, or use wireless communication facilities shall be subject to additional and separate requirements, limitations and/or approvals of federal, state and local law and shall have on file with the City such authorization to provide such services prior to commencement.

1.3 Agreement Subject to Provisions of ROW Code. This Agreement fully incorporates the provisions of the ROW Code as if fully set forth herein, and Licensee agrees as a part of this Agreement to abide by the provisions of such Code and other applicable ordinances of the City as a ROW User, and to be subject to the enforcement by the City as provided therein and in this Agreement as a material term herein. This Agreement may establish Licensee obligations that are supplementary to the ROW Code, but nothing in this Agreement shall be deemed to waive any obligation or requirement applicable to Licensee authorized or established by the ROW Code. The consent to use the Rights-of-Way authorized by this Agreement is subject to the continuing accuracy during the term of this Agreement of the application information provided by and maintained by Licensee for this authorization as provided to and on file with the City.

SECTION 2. GRANT OF AUTHORITY TO USE THE RIGHTS-OF-WAY

2.1 Agreements Non-Exclusive. This Agreement shall grant nonexclusive privileges to use the Rights-of-Way. The City specifically reserves the right to grant, at any time, such additional agreements or other rights to use the Rights-of-Way for any purpose and to any other person, including itself, as it deems appropriate, subject to applicable federal and state law. Nothing in this Agreement shall relieve Licensee from its obligations to apply for and obtain all necessary permits for installation of Licensee Facilities including excavation, building, electrical, zoning, etc. before installation of Licensee Facilities within the Rights-of-Way.

2.2 Nature of Rights Granted by this Agreement. This Agreement shall not convey title to Licensee, equitable or legal in the Rights-of-Way, and gives only the right to occupy the City's Rights-of-Way for the purposes and for the period stated in this Agreement and subject to the requirements of this Agreement. This Agreement also shall not grant the right to use facilities owned or controlled by the City or a third-party, without the separate consent of the City or such third-party owning or controlling the facilities, nor shall it excuse Licensee from obtaining appropriate access or pole attachment agreements before locating on facilities controlled or owned by the City or a third-party.

2.3 Grant. Subject to the terms and conditions of this Agreement, the ROW Code, and the conditions set forth on Exhibit A attached hereto and incorporated by reference into this Agreement, Licensee is hereby granted the nonexclusive right and privilege to construct, operate, and maintain Licensee Facilities in, through, over, above, and along the City's Rights-of-Way for the purposes of supplying **Communications Service through a MOAW Data Collection** within the City, subject, however, to the terms and conditions herein set forth within this Agreement and the Code and all such special conditions as may be set forth in Exhibit A. Licensee agrees that this Rights-of-Way Use Agreement shall supersede any existing franchise or other rights-of-way use agreement between the Licensee and the City, if any. As a condition of this grant, Licensee is required to obtain and maintain any permit, license certification, grant, registration or any other authorization lawfully required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission, or the Missouri Public Service Commission. Licensee shall not have the right to install wireless antennae or antennae support structures in the ROW pursuant to this Agreement, nor provide services not authorized herein, except as provided in Exhibit A, or such subsequent amendment as may be approved thereto. The size, location, and specifications of the underground and above-ground Licensee Facilities are subject to prior City approval and consent. Any wireless Licensee Facilities shall first receive zoning authorization as may be required by Chapter 400 of the Code of Ordinances for the installation of wireless Licensee Facilities and with such location determined to be in compliance with the ROW Code before amendments to this Agreement may be authorized. Upon receipt of such required zoning authorization from the City, if any, and prior to installing Licensee Facilities at such locations, the Licensee may install such Licensee Facilities authorized only after seeking and obtaining from the City an amendment to this Agreement adding the authorized Licensee wireless Facilities locations onto Exhibit A. Such amendment to this Agreement to add additional Licensee Facilities may be approved by the Director without further action of the City provided the amendment meets applicable ordinance requirements and other City requirements for use of the rights-of-way herein and as may be otherwise lawfully established by the City. Any application for a new pole shall require prior review and approval by the City Council to determine whether Licensee has provided good cause in compliance with the ROW Code as reasonably determined by the Council. Licensee shall obtain all required permits for construction/installation of such Licensee Facilities before commencing construction or making any changes in the ROW. In the event that the use of the Rights-of-Way is proposed to change or Licensee desires to provide services other than as described herein, Licensee shall be required to seek amendment hereto prior to commencing such service or changed use.

2.4 Use of Rights-of-Way; Police Powers; Licensee's Use Subordinate. The

Licensee shall construct and maintain Licensee Facilities in accordance with all applicable federal, state and local laws, codes and ordinances, including all permit requirements, and fee payments, in effect as of the Effective Date or adopted after the Effective Date, to the extent such are not in contravention of applicable law. The City makes no express or implied representation or warranty regarding its rights to authorize the installation or construction of Licensee Facilities on any particular segment of Rights-of-Way. The burden and responsibility for making all such determinations in advance of construction or installation shall be entirely upon Licensee. The use of the Rights-of-Way authorized by this Agreement shall in all matters be subordinate to the City's use of and rights to the same and Licensee shall be limited to such uses as have been expressly granted to Licensee by the City. Licensee shall excavate in or install Licensee Facilities in the Rights-of-Way in locations and in a manner only as authorized by a permit granted by the City. Licensee shall further be subject to the City's exercise of its powers, including but not limited to its administration and regulation related to the management of the Rights-of-Way exercised in a competitively neutral and non-discriminatory reasonable manner.

2.5 No Interference. Licensee shall construct and maintain Licensee Facilities to be so located, constructed, and maintained as to avoid interference with the proper use of all Rights-of-Ways and so as not to materially or without authority interfere with other users of the Rights-of-Way. Except as may otherwise be provided, the Licensee shall reasonably notify all residents and properties materially affected by the proposed work prior to commencement of such work. All construction and maintenance by Licensee or its subcontractors shall be performed in accordance with generally accepted industry standards and all standard specifications, drawings, and procedures required or approved by the City.

2.6 Notification, Joint Installation, and Collocation Requirements. Licensee shall, prior to any excavation or installation within the Rights-of-Way, provide sufficient notification and joint installation opportunity on a shared-cost basis to potential users of the Rights-of-Way under such generally applicable written policy or direction as may be established by the City. Licensee shall further make its installed Licensee Facilities available to other licensees on a nondiscriminatory competitively neutral basis as may be required by federal law codified at 47 U.S.C. § 224.

2.7 Licensee Responsible for Costs. The Licensee shall be responsible for all reasonable, lawfully reimbursable, documented costs incurred by the City that are directly associated with its installation, maintenance, repair, operation, use, and replacement of Licensee Facilities within the Rights-of-Way, that are not otherwise accounted for as part of the permit fee established pursuant to the ROW Code and not contrary to any applicable requirements of Sections 67.1830 to 67.1846 RSMo. All such costs shall be itemized and the City's books and records related to these costs shall be made available upon request to the Licensee. Licensee shall be responsible for its own costs incurred removing or relocating Licensee Facilities when required to do so by the City due to the City requirements relating to maintenance and use of the Rights-of-Way as set forth in Section 7.6, below.

SECTION 3. TERM AND COMPENSATION

3.1 Term. This Agreement shall be effective for a term of twenty (20) years from the Effective Date, and subject to earlier termination or forfeiture as provided for elsewhere in this Agreement.

3.2 Compensation. The Licensee agrees to pay the User Fees and such other compensation in the amount and under such additional regulations and provisions as are set forth in the City's policies and Code. Unless otherwise established by the Governing Body, Licensee shall pay to the City as monthly compensation for the use of the Rights-of-Way pursuant to this executed Agreement:

- a. **Linear Foot Fee:** a monthly payment of \$.165 per linear foot of Licensee Facilities located in the Right-of-Way, for an annual amount of one dollar and ninety-eight cents (\$1.98) per linear foot of Licensee Facilities in the Right-of-Way; and
- b. **Antenna Fee:** a \$200.00 fee per month for each antenna in the Right-of-Way, if applicable to the user;

provided that all Right-of-Way Users shall be entitled to a credit against the User Fee due hereunder equal to the amount of gross receipts tax payment(s) from such Right-of-Way User in accordance with Section 67.1846 RSMo.; provided, however, such credit cannot exceed the amount due under this subsection and may not be carried forward or back to any other time period and a credit shall not apply to any taxes paid under protest or otherwise paid with qualification unless so required by law. User Fee adjustments during the term of this Agreement shall not increase by more than two percent (2%) per year aggregate over the term (or annually thereafter) upon designation by the Governing body with at least 30 days' written notice and adjusted no more than once annually.

Licensee intends pursuant to this Agreement to add two (2) antennas within the City ROW for the purposes authorized herein, as depicted on Exhibit B attached hereto and incorporated herein. The actual authorized installation shall be limited to that which has received approved permits from the City and the Use Fee shall be paid based on the sum of the actual linear foot of Licensee Facilities installed and any additional linear foot approved by permit for installation. All User Fees shall be due and payable every month of each calendar year within thirty (30) days of each such month. Each User Fee payment shall be accompanied by an affidavit stating the greatest total linear feet of Licensee Facilities located in the Rights-of-Way the preceding month, the total amount of antennas located in the Rights-of-Way the preceding month, any credit taken for gross receipt taxes or business license fees paid to the City, and the payment of the User Fee made. If any fee statement is determined to understated Use Fee owed, then such additional amount owed shall be made with a corrected statement, including interest on said amount as provided herein. Any payments due to the City hereunder and not paid at the due date shall bear interest at the rate of one and one-half percent (1.5%) per month, unless such other maximum rate is established by law. Licensee's credit to the User Fee as authorized above shall be calculated based upon gross receipt taxes paid and attributable to gross receipts received for the same months in which the User Fee is attributable. The User Fee required in this Paragraph shall be paid by Licensee as required herein without offset, credit, refund, or deduction except for such credit as is expressly provided for above for gross receipts taxes paid.

3.3 Use Fee Not a Tax. The above required User Fee and other compensation required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees, and impositions otherwise applicable that are or may be imposed by the City, except as may be provided for in the Code, herein, and as set forth in § 67.1846. Licensee acknowledges that the User Fee is compensation for use of the Rights-of-Way, both underground and above ground, and shall in no way be deemed a tax of any kind.

SECTION 4. TAXES

4.1 Taxes. The Licensee agrees to pay all legally applicable taxes including license taxes, business taxes, utility taxes, video services provider fees, and other applicable taxes of the City and failure to pay such taxes shall be considered a breach of this Agreement. Nothing herein is intended to alter, amend, modify or expand the taxes that may be lawfully assessed on Licensee's business activities under applicable law. Licensee shall be subject to audit and shall itemize by category of service the amount received and taxes paid for services provided by Facilities in the Rights-of-Way. Such taxes shall be in addition to compensation, if any, required by the City by ordinance or otherwise subject to any limitations herein and of applicable state or federal law.

SECTION 5. TRANSFER OF AGREEMENT OR FACILITIES

5.1 Transfer of Agreement. Unless otherwise permitted by law, Licensee shall not sell, transfer, lease, or assign this Agreement or its rights under this Agreement, in whole or in part, without obtaining the City's prior consent, which consent will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing sentence, Licensee may sell, transfer, lease or assign this Agreement or its rights under this Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by or under common control with Licensee; (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization or consolidation involving Licensee. The City reserves the right to be reimbursed for its reasonable costs relating to a transfer of ownership or this Agreement. Licensee shall not change its name under which it does business with the public without providing at least thirty (30) days prior written notice to the City.

5.2 Agreement Binding. In the event of a sale, transfer, assignment or any other transaction Licensee may enter into that involves transfer of Licensee's rights, duties, and privileges under this Agreement, all provisions of this Agreement that are obligatory upon, or that inure to the benefit of Licensee, shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of Licensee. Further, all obligations, duties, liabilities, limitations, prohibitions, amendments and forfeitures by this Agreement created or imposed upon Licensee shall be binding upon and be assumed, kept and performed by its legal and bona fide assigns and successors in interest, according to the true intent and purpose of this Agreement, whether expressly so stated or not.

5.3 Sale or Lease of Facilities. Except as otherwise may be provided by law, Licensee shall not lease, sell, sublet or otherwise transfer possession or control or use of the Facilities, or any portion thereof, for any purpose to any person that has not obtained a duly issued Agreement, or other grant by the City to use the Rights-of-Way and which includes the authority to use or

maintain such leased or transferred Facilities. Notwithstanding the foregoing, Licensee may use and maintain Licensee Facilities installed for the benefit of its customers of its Communications Services provided that any such customer shall have no right of physical access to the Facilities in the ROW without a separate agreement with the City.

SECTION 6. FORFEITURE OF LICENSE AND PRIVILEGE.

6.1 Forfeiture. In case of material failure on the part of the Licensee, its successors and assigns, to comply with any of the provisions of this Agreement, including the provisions of the Code of Ordinances, or if the Licensee, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this Agreement, including the provisions of the Code, or if the Licensee or its customer loses authority to provide its Communication Services or do business within the City under applicable law, or if the Licensee, its successors and assigns, shall forfeit all rights and privileges permitted herein, and all rights hereunder shall cease, terminate, and become null and void, provided that said forfeiture shall not take effect until the City shall carry out the following proceedings: Before the City proceeds to forfeit this Agreement, it shall first serve a written notice upon the Licensee, setting forth in detail the neglect or failure complained of, and the Licensee shall have thirty (30) days thereafter in which to cure the default by complying with the conditions of this Agreement. If at the end of such thirty (30) day period the City determines that the conditions have not been complied with, unless said material default could not have been cured within said thirty (30) day period by Licensee exercising reasonable diligence and Licensee is exercising diligence to cure said default, the City shall take action by an affirmative vote of the Governing Body present at the meeting and voting, at which Licensee may appear and be heard, to terminate the Agreement; setting out the grounds upon which said Agreement is to be canceled or terminated. Nothing herein shall prevent the City from taking any other action or remedy as may be set forth in the City's Code of Ordinances or as may otherwise exist at law. All remedies described in this Section are cumulative and in addition to any other rights and remedies to which City may be entitled at law, in equity or under this Agreement.

SECTION 7. GENERAL CONDITIONS

7.1 Compliance With Laws. In performing activities and exercising its rights and obligations under this Agreement, the Licensee shall comply with all applicable federal, state and local laws, ordinances, regulations and policies, including, but not limited to, all laws, ordinances, zoning, and other regulations and policies relating to construction, bonding, insurance, and use of public property.

7.2 Insurance. In addition to the requirements of Section 505.220 of the ROW Code, except as may be prohibited by law, Licensee shall provide, at its sole expense, and maintain during the term of this Agreement commercial general liability insurance with a reputable, qualified, and financially sound company licensed to do business in the State of Missouri, and unless otherwise approved by the City, with a rating by Best of not less than "A," that shall protect the Licensee, the City, and the City's officials, officers, and employees from claims which may arise from operations under this Agreement, whether such operations are by the Licensee, its officers, directors, employees and agents, or any subcontractors of Licensee. This liability insurance shall

include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from all Licensee operations, products, services or use of automobiles, or construction equipment. The amount of insurance for Single Limit Coverage applying to Bodily and Personal Injury and Property Damage shall be at least \$2,804,046.00, but in no event less than the individual and combined sovereign immunity limits established by § 537.610 RSMo., or its successor, for political subdivisions; provided that nothing herein shall be deemed to waive the City's sovereign immunity. An endorsement shall be provided which states that the City is named as an additional insured with full and equivalent coverage as the insured under the insured's policy and stating that the policy shall not be cancelled or materially modified so as to be out of compliance with the requirements of this Section, or not renewed without thirty (30) days' advance written notice of such event being given to the City Clerk. The City's additional insured coverage shall have no deductible. **The insurance requirements in this Section or otherwise shall not apply to Licensee to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.**

7.3 Construction Guarantee and Maintenance. Licensee agrees that it shall be responsible to guarantee for a period of four years the restoration of the Rights-of-Way in the area where such Licensee conducted excavation and performed the restoration minimally as required by § 67.1834 RSMo. A bond, letter of credit or other surety (collectively "Surety") in the form approved by the City shall be posted if required by the City to guarantee construction performance. **Surety shall not be required to the extent and for such period during this Agreement as Licensee is exempted from such requirements pursuant to § 67.1830(6)(a) RSMo. and has on file with the City Clerk an affidavit certifying that Licensee has twenty-five million dollars in net assets and the facts otherwise establishing that Licensee is therefore so exempted and provided that this exemption shall not apply if Licensee uses or obtains the right to use any City poles or other facilities.** Licensee shall also be responsible for maintenance of its Facilities and any and all damage caused to the Rights-of-Way, equipment within the Rights-of-Way or otherwise by Licensee's use of the Rights-of-Way.

7.4 Enforcement; Attorneys' Fees. The City shall be entitled to enforce this Agreement through all remedies lawfully available, and Licensee shall pay the City its costs of enforcement, including reasonable attorneys' fees, in the event that Licensee is determined judicially to have violated the terms of this Agreement.

7.5 Relationship of the Parties. Under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.

7.6 Relocation or Removal of Facilities.

7.6.1 In addition to the requirements of Section 505.220 of the ROW Code, the City may in its exercise of the public interest request, require that Licensee, at Licensee's sole cost and expense, relocate, adjust, or reinstall any of its Licensee Facilities. The City shall give reasonable notice of such requirement to Licensee, including the location of Licensee Facilities to

be relocated and a reasonable time to relocate such Licensee Facilities. Licensee shall forthwith remove, adjust, or relocate such Licensee Facilities within the reasonable time provided by the City in its written notice. The cost of such relocation, removal, or reinstallation of the Licensee Facilities shall be the exclusive obligation of said Licensee without expense to the City. If any Licensee Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Licensee Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate Licensee Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate Licensee Facilities.

7.6.2 Licensee shall upon request of any person other than the City requesting relocation of Licensee Facilities and holding a validly issued building or moving permit and within a reasonable period as may be established by the City, temporarily raise, lower, adjust, or relocate Licensee Facilities as may be reasonably necessary for such permit-holder to exercise its rights under the permit. Except where good cause is approved by the City, a permit-holder must make its request at least fourteen (14) days prior to the date it intends to exercise its rights under the permit. If applicable, Licensee will, within seven (7) days of its receipt of such a request, deliver to the permit-holder an invoice for the services. However, Licensee will not be required to honor any such request unless and until the permit-holder makes payment in advance for any expenses incurred by said Licensee pursuant to said person's request. If any Licensee Facilities are not relocated in accordance with this Section and within the reasonable time frames required by the City, the City or its contractors may relocate the Licensee Facilities and the Licensee and its surety shall be jointly and severally liable to the City for any and all costs incurred by the City, including but not limited to any liquidated delay damages. Any time period during which Licensee is unable to relocate Licensee Facilities due to the actions or inactions of a third party, which is unaffiliated to Licensee and not under contract with or control of Licensee, including, without limitation, the City, will not be counted against the reasonable time frame allowed to Licensee to relocate Licensee Facilities.

7.7 No Cause of Action Against the City. The Licensee shall have no remedy or recourse whatsoever against the City for any loss, cost, expense, or damage arising from any of the provisions or requirements of this Agreement, or because of the enforcement thereof by said City, or for the failure of the City to have the authority to grant, all, or any part, of the rights herein granted; provided that said Licensee expressly acknowledges that it accepted the rights herein granted under this Agreement in reliance upon its independent and personal investigation and understanding of the power of authority of the City to enter into the Agreement herein with Licensee; provided further that the Licensee acknowledges by its acceptance of said Agreement that it has not been induced to enter into this Agreement upon any understanding, or promise, whether given verbally or in writing by or on behalf of any Party, or by any other person concerning any term or condition of this Agreement not expressed herein; provided further that the Licensee acknowledges by the acceptance of this Agreement that it has carefully read the provisions, terms, and conditions hereof and all incorporated provisions and is willing to, and does accept, all of the risk attendant to said provisions, terms, and conditions of this Agreement.

Nothing herein shall be deemed to waive the City's sovereign immunity.

SECTION 8. INDEMNIFICATION

8.1 Indemnification. Licensee at its sole cost and expense, hereby agrees to indemnify, protect, release, defend (with counsel acceptable to the City) and hold harmless the City, its municipal officials, elected officials, councils, boards, commissions, officers, employees, attorneys, and agents, from and against any and all causes of action, claims, demands, all contractual damages and losses, economic damages and losses, all other damages and losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, from the action or inaction of Licensee, its agents, representatives, employees, contractors, subcontractors or any other person for whose acts Licensee may be liable, in constructing, operating, using, maintaining, repairing, restoring or removing Facilities, or in carrying on Licensee's business or operations in the City, or out of the fact that the City entered into this Agreement with Licensee, the rights granted to Licensee, or the activities performed, or failed to be performed, by Licensee under this Agreement, or otherwise, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of the City, its elected officials, officers, employees, agents or contractors, or as otherwise may be limited by law. This indemnity shall apply, without limitation, to any claim or cause of action for invasion of privacy, defamation, antitrust, negligence, theft, fire, violation or infringement of any copyright, trademark, trade name, service mark or patent or intellectual property right of any person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement. The indemnification, duty to defend, and hold harmless obligations set forth in this Section shall survive for a period of five (5) years after the date of expiration or termination of this Agreement. Any payments required by Licensee to City pursuant to this indemnification paragraph or otherwise required under this Agreement shall accrue interest from the date due at one and one-half percent (1.5%) interest per month until paid.

SECTION 9. NOTICE

9.1 Any notice, demand, consent, approval, request or other communication required or permitted to be given to either Party under or with respect to this Agreement (collectively, "Notice") must be in writing and must be delivered in person, by a reputable overnight delivery service or by certified mail, postage prepaid, return receipt requested, to the appropriate address(es) set forth below:

If Notice to Licensee:

Missouri American Water Company
727 Craig Rd.
Creve Coeur, MO 63141

If Notice to City:

City of University City, Missouri
6801 Delmar Blvd.
University City, MO 63130
Attn: City Clerk

9.2 If notice is given by personal delivery, a receipt indicating that personal delivery was made must be obtained. Notice will be deemed effective on the date of receipt by the addressee as shown on the receipt if given by personal delivery, on the return receipt if notice is given by certified mail or the confirmation of delivery form if notice is given by overnight delivery service. Rejection or refusal to accept or the inability to deliver because of a changed address of which no proper notice was given will be deemed to be receipt of the notice as of the date of rejection, refusal or inability to deliver. Either Party may change its address for notice by giving notice of address change to the other Party in the manner for giving notice prescribed in Section 9.1.

SECTION 10. MISCELLANEOUS

10.1 This Agreement and all Exhibits constitute the entire Agreement between the Parties as to the subject matter of this Agreement, and no negotiations or discussions prior to the Effective Date shall be of any effect.

10.2 The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

10.3 No term or condition of this Agreement will be deemed to have been waived by a Party unless the waiver is made in writing and is signed by the Party against whom the waiver is claimed. No waiver of default or breach of this Agreement or consent to the default or breach will be deemed to have been waived or consented to unless the waiver or consent is made in writing and signed by the Party against whom the waiver or consent is claimed. The waiver of or consent to a breach or default of this Agreement will not be deemed to be a waiver of or consent to any other breach or default of this Agreement, or to or any subsequent breach or default of the same term, or condition of this Agreement. No course of dealing or conduct or failure of a Party to strictly enforce any term, right or condition of this Agreement constitutes a general waiver or relinquishment of the term, right or condition.

10.4 The rights and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. The laws of the State of Missouri shall govern this Agreement.

10.5 This Agreement is for the benefit of the Parties and not for any other person or entity. This Agreement creates no third-party beneficiary rights.

SECTION 11. EFFECTIVE DATE AND ACCEPTANCE

11.1 This Agreement shall be effective on the date this Agreement is last signed by both Parties ("Effective Date"). The Parties acknowledge that this Agreement is a lawful contract between them, that they entered into this Agreement voluntarily, and have full authority to sign

this Agreement.

IN WITNESS WHEREOF, this Agreement is entered into as of the Effective Date.

CITY OF UNIVERSITY CITY, MISSOURI

_____, Mayor Date: _____

ATTEST:

_____, City Clerk

MISSOURI AMERICAN WATER COMPANY

By: Derek Linn

Name: Derek Linn

Title: Engineering Manager

Date: 6-19-2018

STATE OF Missouri)
) ss.
COUNTY OF St. Louis)

The forgoing instrument was acknowledged before me this 19th day of June 2018, by Derek Linn, on behalf of Missouri American Water Company. This person is personally known to me or has produced _____ as identification.



Donna Singler
(Signature of Notary taking Acknowledgment)

Notary Public, State of Missouri

My Commission Expires: July 17, 2020

EXHIBIT A

SPECIAL CONDITIONS

The following special conditions shall be a condition of this Agreement and shall supplement and limit any provision in this Agreement to the contrary:

1. All new Licensee Facilities shall be installed underground, except where good cause is shown to authorize use of existing above-ground Licensee Facilities, including (1) when and where nearby similar facilities exist above ground or (2) when conditions are such that underground construction is impossible, impracticable or economically unfeasible, as determined by the City. Above-ground Licensee Facilities authorized for good cause shall, in the City's reasonable judgment be limited to construction and Licensee Facilities having minimal detrimental impact on the area where construction is proposed. Ground-mounted pedestals customarily installed for underground Facilities shall be authorized subject to applicable permit requirements and design, location, appearance and other reasonable requirements of the City, provided that such pedestals or equipment that are larger than 3 feet in height or otherwise not customarily found within the City limits shall not be deemed authorized by this Agreement without specific separate written authorization of the City.
2. Licensee acknowledges and agrees that pursuant to its obligation to pay all applicable taxes it shall pay the City's license tax as a provider of telecommunication services, if applicable, and shall remit to the City such tax on gross receipts of its business as required by Article III of Chapter 615 of the City's Code of Ordinances, or as may be amended, regardless of technology or nomenclature used by Licensee to provide such services, including but not limited to wire, wireless, internet-based transmissions, and switched or unswitched, to the extent permitted by law.
3. Licensee represents and agrees that it (including its duly licensed contractors acting on its behalf identified on the right-of-way permit application or otherwise to the City) shall not authorize third-parties without a valid license, Right-of-Way Use Agreement, or other lawful authorization in writing from the City to be within the City's Rights-of-Way to install or perform maintenance on Licensee Facilities or have physical access thereto in the Rights-of-Way.
4. For purposes of clarification only, a document providing Communication Service to a third party as authorized herein but nominated or referred to as lease authorizing a service or use to a third-party shall not be deemed to violate Section 5.3, or constitute rent outside the scope of providing a Communication Service, solely because of such nomenclature or reference provided it otherwise complies with the requirements of this Agreement and meets the following conditions:
 - Does not provide the third-party with an ownership or property interest in or any form or type of title in the ROW, ROW Agreement, or any facilities in the ROW, whether temporary or otherwise, and the lessee does not acquire the right to own,

control, maintain, modify, physical access, or revise the facilities in the ROW, whether specific facilities or not; and

- Does not grant any rights or remedies as against the City and any such rights or remedies are limited to those as may be granted herein to be directly exercised by Licensee.

5. **New Wireless Facility Locations or Facilities.** The Parties acknowledge that new wireless Licensee Facilities are subject to obtaining applicable permits and administrative approval prior to construction.

EXHIBIT B

CITY OF UNIVERSITY CITY

Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

MISSOURI
AMERICAN WATER

DCU Name: ABHF
LAT: 38.668241
LONG: -90.352267



CITY OF UNIVERSITY CITY

Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

MISSOURI
AMERICAN WATER



Approximate Location: Google Street View



DCU Install Type: 34' AGL Pole

Location Notes: Install new pole at approximate location shown near 8211 Groby Road.

CITY OF UNIVERSITY CITY

Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

MISSOURI
AMERICAN WATER

DCU Name: AANQ
LAT: 38.681127
LONG: -90.347944



CITY OF UNIVERSITY CITY

Advanced Metering Infrastructure: DCU Site Specific Exhibits



Property Owner: Municipality

Permit Jurisdiction: Municipality

MISSOURI
AMERICAN WATER



Approximate Location: Google Street View



DCU Install Type: 34' AGL Pole

Location Notes: Install new pole at approximate location shown near 1540 82nd Boulevard.

L - 1 - 23



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: Municipal Park Grant Resolution – Fogerty Park Phase II

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED?: No

In February 2015, the City received a Municipal Park Grant to hire a consultant to update the Fogerty Park Master Plan. After surveying residents and users of the parks, meeting with the Park Commission and two (2) Public Meetings, a revised Master Plan for Fogerty Park was presented to the Park Commission for approval. At the September 15, 2015 Park Commission meeting, the Commission voted unanimously to recommend approval of the new Master Plan for Fogerty Park to City Council.

Phase II: This phase of construction will include a parking lot, perimeter path, lighting, and a splash pad. The preliminary cost estimate for Phase II is \$556,500.00.

RECOMMENDATION: City Manager recommends that the City Council approve the submission of a Municipal Park Grant application to complete the Phase II improvements contained in the Fogerty Park Master Plan. If the grant is approved, the expenditure for both the reimbursable (\$525,000) and local (\$31,500) parts of project funding will come from the FY2019 Capital Improvement Program (CIP) 14-Park and Stormwater Sales Tax Fund as outlined in University City's 5-year CIP (Project PW19/23-06 "Park Improvements") and included in the FY2019 budget approval.

ATTACHMENTS: Required resolution to be submitted with grant application.

RESOLUTION 2018 – 11

RESOLUTION FOR MUNICIPAL PARK GRANT

WHEREAS, the Park Commission of University City deems it necessary to improve a public park or facility, more specifically known as Fogerty Park, to serve its citizens as well as those in the metropolitan area.

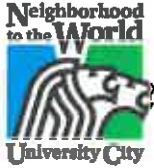
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI AS FOLLOWS:

1. An application is made to the Municipal Parks Grant Program in the County of St. Louis for a grant-in-aid for some or all the costs to complete Phase 2 of the Fogerty Park Master Plan; including but not limited to the construction of a parking lot, improved perimeter path, lighting and a splash pad, reimbursable by the Commission upon completion by the City.
2. That a project proposal be prepared and submitted to the Municipal Parks Grant Commission.
3. The governing body hereby authorizes the City Manager to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Parks Grant Commission.
4. If a grant is awarded, the City of University City will enter into an agreement or contract with the Commission regarding said grant.

PASSED AND RESOLVED THIS _____ DAY OF _____, 2018.

Terry Crow, Mayor

Attest: _____
LaRette Reese, City Clerk



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: 6600 Block Kingsbury Blvd. – Residential Permit Parking Area

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commission reviewed a petition to create a Residential Permit Parking Area in the 6600 Block of Kingsbury Boulevard., between 6663 and 6675 Kingsbury Boulevard.

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 6669 Kingsbury documents the parking problems in the 6600 block of Kingsbury Blvd, and requests to restrict parking for residents on the north side of the block.

The signatures in the petition exceeded the minimum requirement. The petition was signed by 100% of the affected households. Restricted hours are not to exceed twelve (12) hours daily. Proposed hours are from 8 am to 8 pm every day of the week.

The Traffic Commission reviewed this request at their July 11, 2018 meeting and recommended the City Council's approval of this petition to alleviate a reoccurring parking problem existing on this residential thoroughfare in University City.

RECOMMENDATION:

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 the north side of 6600 block of Kingsbury Boulevard between 6663 and 6675 Kingsbury Boulevard.

ATTACHMENTS:

1. Bill amending Schedule III-D Residential Permit Parking Areas
2. Staff Report
3. Petition submitted affected property owners of 6663 through 6675 Kingsbury Boulevard

INTRODUCED BY:

DATE:

BILL NO: 9361

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 the North Side of Kingsbury Boulevard from 6663 Kingsbury through 6671 Kingsbury Boulevard, 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 Boulevard	6600	North Side (6663-6671)

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

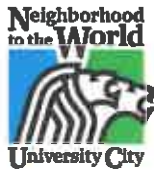
MAYOR

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) 862-0694

STAFF REPORT

MEETING DATE: July 11, 2018
APPLICANT: Richard Chase-- 6669 Kingsbury Blvd
Location: 6600 Kingsbury Blvd Northside - Between Kingsland and Melville Avenue
Request: Residential Parking Permit request
Attachments: Residential Petition for Residential Parking Permit System

Existing Conditions:

Kingsbury Blvd



At the June 13, 2018 Traffic Commission meeting, a motion was passed to request a petition for the Residential Parking Permit for the 6600 Block of Kingsbury.

Implement a Residential Parking Permit System in the 6600 block of Kingsbury Blvd between Kingsland and Melville Ave on the north side of the street addresses 6663, 6665, 6669, 6671, and 6675 (per the Traffic Commission recommendation from June 2018).

Residential parking only from 8 a.m. to 8 p.m., every day of the week.

The petition submitted included signatures from 5 property owners, out of 5 properties in the requested area. This constitutes 100% 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

RESIDENTIAL PARKING PERMIT PETITION

TO: UNIVERSITY CITY – TRAFFIC COMMISSION

PROBLEMS CAUSED BY NON-RESIDENT PARKING (PROBLEMS SHOULD BE CHRONIC AND WELL DOCUMENTED). USE ADDITIONAL PAGE IF NECESSARY.

Daytime parking in front of the 5 homes in Clifford Row Historic District (6663, 6665, 6669, 6671, 6675 Kingsbury Boulevard) has become nearly impossible. This is due to non-resident parking by Washington University employees, students, and construction workers. Parking problem will worsen in fall due to reopening of 33 unit Washington University apartment building at 6679 Kingsbury Boulevard with no off-street parking.

SPECIFIC AREA REQUESTED TO BE RESTRICTED:

North side of Kingsbury Boulevard in front of 6663, 6665, 6669, 6671, and 6675 Kingsbury Boulevard. Parking on South side of 6600 block of Kingsbury Boulevard cannot be restricted, because it is part of private Ames Place subdivision, which has no public parking.

REQUESTED RESTRICTED TIME PERIOD (SHALL NOT EXCEED 12 HOURS DAILY)

8:00 AM to 8:00 PM daily.

NAME: Richard Chase

ADDRESS: 6669 Kingsbury Boulevard, University City, Missouri 63130

PHONE: (314) 780-9594

DATE: June 18, 2018

Council Agenda Item Cover

MEETING DATE: August 13, 2018

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

AGENDA SECTION: New Business

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.

In addition to the above, Washington University will be paying approximately \$750,000 to install lighting along Westgate Ave.

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 total project cost is \$1,915,342.03. 80% is Federal funds or \$932,273.62. City portion for the total project is \$233,068.41 or 20% of the project cost. Washington University is paying \$750,000 for lighting. The City portion will be spread over FY19 through FY21 as outlined in University City's 5-year Capital Improvement Program and 12-Capital Improvement Sales Tax Fund as its proposed funding source (Project "PW19/21-07" – STP-Westgate Ave Improvement).

RECOMMENDATION:

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

ATTACHMENTS:

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

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

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

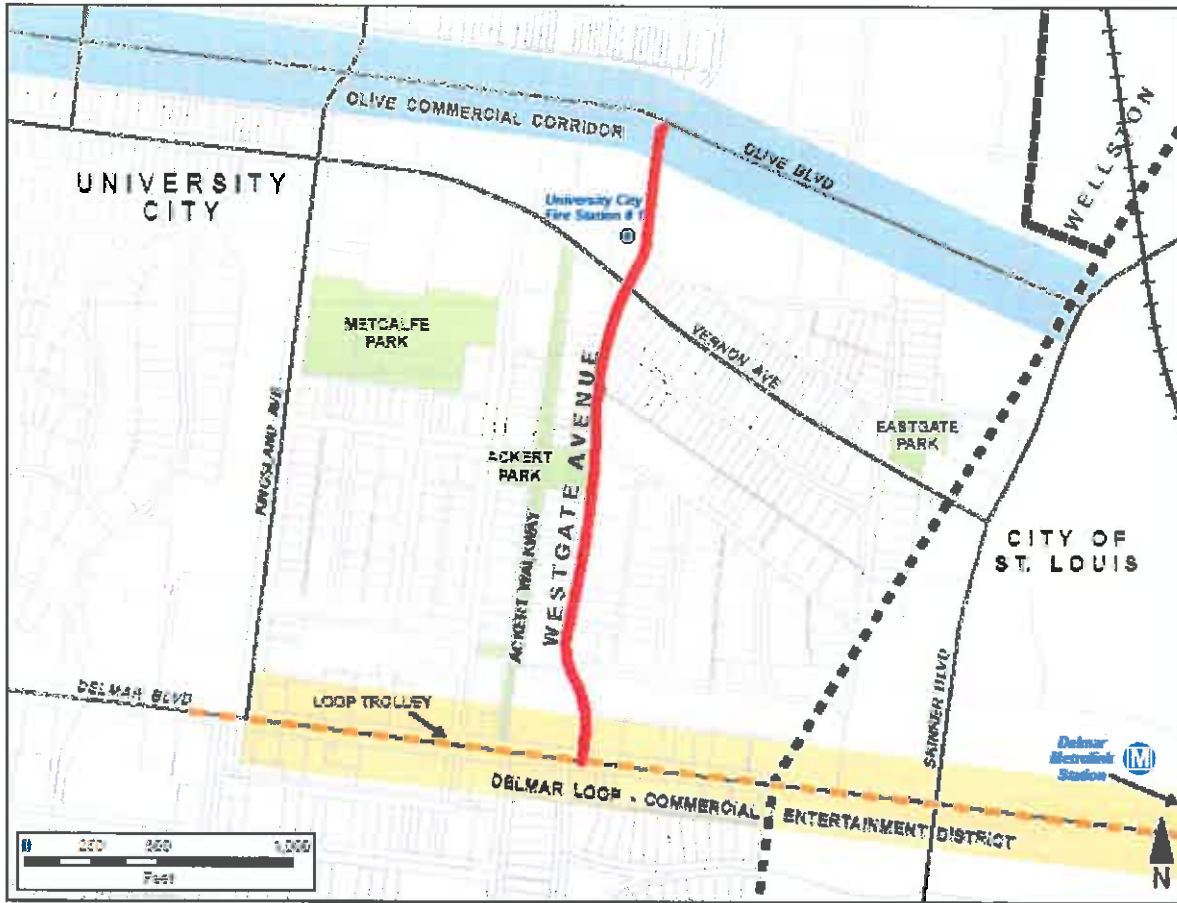


Exhibit B – Project Schedule

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	9/2017	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	5.0
Utility Coordination	12/2019	05/2020	6.0
Develop and Submit PS&E	08/2020	08/2020	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 contractor). "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.

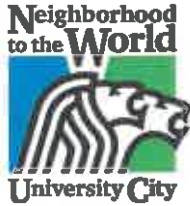
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates 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.



Council Agenda Item Cover

MEETING DATE: August 13, 2018

AGENDA ITEM TITLE: An ordinance Fixing the Compensation to be Paid to City Officials and Employees as enumerated herein from and after August 27, 2018, and Repealing Ordinance No. 7082.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

This ordinance provides for removing the Human Resources Manager position (Pay Grade 15) and adding a Human Resources Generalist position (Pay Grade 12) to Schedule B, and changes the Director of Community Development job title to Director of Planning and Development under Schedule D.

RECOMMENDATION:

The City Manager recommends approval.

ATTACHMENTS:

Ordinance No. 7082.

Human Resources Generalist Job Description

INTRODUCED BY:

DATE: August 13, 2018

BILL NO. 9363

ORDINANCE NO:

AN ORDINANCE FIXING THE COMPENSATION TO BE PAID TO CITY OFFICIALS AND EMPLOYEES AS ENUMERATED HEREIN FROM AND AFTER ITS PASSAGE, AND REPEALING ORDINANCE NO 7082.

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

Section 1. From and after its passage, initially payable July 1, 2018 City employees within the classified service of the City, hereinafter designated, shall receive as compensation for their services such amounts as may be fixed by the City Manager in accordance with Schedule A (Pay Grade), included herein, with a salary not less than the lowest amount and not greater than the highest amount set forth in Schedule B (Classification and Grade), and shall additionally receive as compensation for their services such benefits generally provided in the Administrative Regulations, and Civil Service Rules now in effect, all of which are hereby adopted, approved, and incorporated herein by this reference, and the City Manager is further authorized and directed to effect the inclusion of these benefits in the City's Administrative Regulations in the manner provided by law.

SCHEDULE A - HOURLY BASE PAY STEPS

Pay Grade	Step A	Step B	Step C	Step D	Step E	Step F
3	14.1312	14.8134	15.5151	16.2752	17.0094	17.8410
4	14.6120	15.2877	16.0413	16.7690	17.5811	18.4322
5	15.5151	16.2752	17.0094	17.8410	18.6921	19.6342
6	16.0413	16.7690	17.5811	18.4322	19.3613	20.3034
6A	16.2752	17.0094	17.8410	18.6921	19.6342	20.5893
7	17.2888	18.2763	19.1599	20.0890	21.0961	22.0836
7B	17.4577	18.4582	19.3483	20.2904	21.3040	22.2980
7C	17.7565	18.6142	19.5497	20.4983	21.4534	22.4864
8	18.2243	19.2639	20.1930	21.1675	22.2330	23.2726
8A	18.0099	18.8870	19.8096	20.7972	21.7718	22.7918
9	18.4322	19.3613	20.3034	21.2455	22.2655	23.3181
9B	18.6921	19.6342	20.5893	21.5573	22.5839	23.6689
9A	18.8416	19.7577	20.7387	21.7393	22.7398	23.8313
9C	18.8740	19.8291	20.7972	21.7653	22.8048	23.9028
9D	19.4068	20.5178	21.5054	22.5449	23.6754	24.7864
10	19.5173	20.4463	21.4729	22.4799	23.5649	24.6630
10A	20.5633	21.5509	22.6359	23.6884	24.8319	25.9884
11	20.1540	21.1675	22.1551	23.2206	24.3056	25.5206
11B	20.6737	21.7263	22.7138	23.8248	24.9293	26.3652
12	21.1675	22.1551	23.2206	24.3056	25.5206	26.7420
12D	21.3884	22.4150	23.5390	24.6370	25.8259	27.0279
12A	21.6483	22.6878	23.7664	24.9033	26.1118	27.6321
12B	21.9667	23.0192	24.1107	25.2672	26.4886	28.0349
12C	22.1811	23.2401	24.3446	25.5141	26.7485	28.3078
13	22.1551	23.2206	24.3056	25.5206	26.7420	27.9895
13A	22.6943	23.7923	24.9033	26.1443	27.3982	28.6717
13P	23.3570	24.4810	25.6245	26.9110	28.1974	29.5163
14	23.2206	24.3056	25.5206	26.7420	27.9895	29.3604
14A	23.9028	25.0203	26.2742	27.5282	28.8146	30.2245
14P	24.8839	26.0468	27.6061	28.9250	30.2699	31.7903
15	24.1627	25.3516	26.5471	27.7751	29.1070	31.0821
16	25.0983	26.2807	27.4892	28.8146	30.1855	32.6544
16P	0.0000	0.0000	0.0000	32.6674	34.0383	35.8315
17	27.1189	28.3468	29.6787	31.0626	32.4660	33.9408
17A	26.9239	28.2688	29.6917	31.1730	32.7258	34.3631

SCHEDULE A (CONTINUED)						
Grade	Step A	Step B	Step C	Step D	Step E	Step F
18	27.7591	29.0840	30.5300	31.8676	33.3326	34.8677
18A	27.8292	29.3006	30.8357	32.4663	34.1734	35.9633
18B	28.4025	29.7656	31.1733	32.6065	34.1097	35.6767
18P	0.0000	0.0000	0.0000	36.7149	38.2946	40.2437
19	28.5362	29.8930	31.2688	32.7084	34.2116	35.8168
20	30.5350	31.9924	33.5829	35.0545	36.6659	38.3546
20F	0.0000	0.0000	0.0000	27.7310	29.0458	30.4608
20P	0.0000	0.0000	0.0000	41.4094	43.0719	45.3331
21	32.3772	34.1798	35.7467	37.7914	39.5877	41.0718
22	33.6638	35.3454	37.1162	38.9698	40.9189	42.9636
22A	34.7403	36.3073	37.9825	39.7915	41.6323	43.6706
22B	34.3900	36.2754	37.9124	40.0527	41.9253	43.4796
23	36.1162	37.7850	39.5813	41.4094	43.4413	44.5624
24	36.3328	37.5557	39.3074	41.2565	42.3394	45.4669
24F	0.0000	0.0000	0.0000	43.5496	45.6389	48.2568
24P	0.0000	0.0000	0.0000	46.3905	48.4925	50.6837
25	37.5430	39.3074	41.2565	42.3394	45.4669	47.6644
25A	40.1928	42.1738	44.2567	46.4415	48.7409	51.1487
25F	0.0000	0.0000	48.5116	50.8875	53.3335	56.4037
26	39.3074	41.2565	42.3394	45.4669	47.6644	50.0212
27	45.8363	47.0211	50.4480	52.8621	55.4482	58.7159
27P	47.3969	49.6964	52.1105	54.6393	57.2954	60.0917
28	47.0020	49.3206	51.7602	55.9387	58.4420	60.0917
	Step B	Step C	Step D	Step E	Step F	Step G
11A	18.1144	19.1180	19.8272	20.3491	20.9201	21.4107
11M	20.3982	21.4910	22.2404	22.7712	23.3645	23.8864
16M	24.8409	26.2192	27.1426	27.8340	28.5923	29.0829

SCHEDULE B - ANNUAL BASE PAY			
Title	Pay Grade	Minimum	Maximum
Parking Controller			
Police/Fire Cadet	3	29,393	37,109
Custodian	4	30,393	38,339
Laborer/Light Equipment Operator	6	33,366	42,231
Advanced Clerk Typist Assistant to Municipal Prosecutor Court Clerk II	6A	33,852	42,826
Administrative Secretary	7	35,961	45,934
Account Clerk II	7C	36,934	46,772
Crime Analyst	8	37,907	48,407
Equipment Operator	8A	37,461	47,407
Print Shop Operator	9B	38,880	49,231
General Maintenance Worker Heavy Equipment Operator Tree Trimmer	9A	39,190	49,569
Senior Account Clerk	9C	39,258	49,718
Dispatcher	9D	40,366	51,556
Accounts Payable Specialist Administrative Assistant Exec. Secretary to Chief Exec. Secretary to Department Director Recreation Supervisor I	10	40,596	51,299
Accountant Community Service Specialist Engineering Service Specialist Inspector I	11	41,920	53,083
Firefighter	11A	52,749	55,672
Crew Leader	11B	43,001	54,840
Paramedic Firefighter	11M	59,400	62,582
Court Administrator Human Resources Generalist Inspector II Senior Accountant Solid Waste Program Manager	12	44,028	55,623
Lead Dispatcher	12D	44,488	56,218
Project Manager I Recreation Supervisor II	12B	41,920	53,083
Multi-Discipline Inspector	12C	43,001	54,840

SCHEDULE B - (CONTINUED)			
Title	Pay Grade	Minimum	Maximum
Mechanic	13	46,083	58,218
Police Officer Trainee	13P	48,583	61,394
Administrative Analyst Forestry Supervisor Golf Maintenance Superintendent Golf Manager Lead Mechanic Senior Plan Examiner / Building Inspector	14	48,299	61,070
Manager of Economic Development Planning/Zoning Administrator Project Manager II	14A	49,718	62,867
Police Officer	14P	51,758	66,124
Assistant Recreation Superintendent	15	50,258	64,651
Fleet Manager	15F	71,116	71,116
Paramedic Fire Captain	16M	72,337	76,350
Police Sergeant	16P	67,948	74,529
Facilities Manager Financial Analyst	17	56,407	70,597
Sanitation Superintendent Street Maintenance Superintendent	18	58,894	73,975
Information Technology Coordinator Senior Public Works Manager	18B	60,259	75,692
Police Lieutenant	18P	77,894	85,381
Assistant Director of Finance Building Commissioner Deputy Dir. of Recreation	20	64,783	81,373
Battalion Chief	20F	82,368	90,476
Police Captain	20P	87,854	96,179
Park Maintenance Superintendent	21F	80,502	80,502
Assistant Fire Chief	24F	92,395	102,382
Deputy Police Chief	24P	98,422	107,530

Section 2. From and after July 1, 2018, seasonal and part-time employees of the City may be employed at an hourly rate in accordance with the following Schedule C (hourly pay rates for seasonal and part-time employees).

Schedule C

Hourly Rates for Seasonal and Part-Time Employees

Title of Class	Grade Code	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Rec. Spec. I Youth Job Corps Worker Cashier Park Attendant	P02 P04 P06					7.35	7.51	7.76	8.02
Lifeguard	P05					7.76	8.02	8.27	8.53
Rec. Spec. II Assistant Pool Manager	P07 P11					8.07	8.33	8.58	8.84
Pool Technician	P09					7.35	7.56	7.81	8.07
Rec. Spec. III	P10					8.84	9.09	9.35	9.61
Pool Mgr./Camp Mgr.	P12					9.55	10.07	10.58	11.09
Rec Program Leader	P14		7.51	7.76	8.02				
Rec Program Supervisor	P17		9.55	10.07	10.58				
Golf Shop Supervisor Parking Controller*	P13		13.03	13.19					
Clerical Aide Labor Aide	P15		7.56						
Traffic Escort	P16		8.15						
PT Clerk Typist	P18		8.15						
PT Adv. Clerk Typist*	P19			13.01					
PT Court Clerk*	P20		14.38						
PT Police Cadet* Fire Cadet*	P22		10.12						
Senior Coordinator*	P23	22.00							
Admin Secretary	P24	11.97	12.54	13.15					
Intern	P25	7.84	8.92	9.99	11.07	13.50			
PT Custodian, Laborer	P26	9.47	9.98	10.50	11.00	11.52			
PT Dispatcher*	P27	16.95	17.90	18.77	19.70	20.68			
PT Paramedic/Firefighter*	P28	20.39							
PT Public Works/Parks Inspector*	P29	21.23							

*These positions are permanent Part-time, the rates include 2% cost of living adjustment.

Section 3. From and after July 1, 2018, City employees in the unclassified service of the City, except as otherwise noted, shall receive as full compensation for their services the amounts hereinafter set forth, or where a grade in salary is specified, such amounts as may be fixed by the City Manager within the specified grade. Non-executive and executive personnel in a grade shall be paid in accordance with Schedule A (Pay Step Schedule).

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

<u>Grade Code</u>	<u>Title of Position</u>	<u>Monthly Salary</u> (except as noted)
S04 A	Judge of City Court (Substitute)	\$150 per session
S05 A	Judge of City Court	\$500 per session
S06 A	Prosecuting Attorney (Substitute)	\$150 per session
S07 A	Prosecuting Attorney	\$2,500 per month

SCHEDULE D	ANNUAL BASE PAY		
	Pay Grade	Minimum	Maximum
Title			
City Manager	S04	173,400	173,400
Secretary to City Manager	10	40,596	51,299
City Clerk	18B	60,259	75,692
Director of Human Resources	22A	73,705	92,652
Asst. to City Manager / Dir of Communication Asst. to City Manager / Economic Dev. Director of a Planning and Development Director of Park, Recreation and Forestry	25A	85,273	108,517
Fire Chief	25F	102,922	119,666
Director of Finance Director of Public Works	27	97,247	124,573
Police Chief	27P	100,557	127,491

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

1. Department directors shall not be paid overtime nor receive compensatory time for hours worked in excess of 40 per week.

2. Department directors may grant compensatory time on a straight time basis to their designated executive, administrative, or professional employees for hours worked in excess of 40 hours per week. Such employees are exempt from FLSA provisions.
3. The normal work week for full-time office, field, maintenance, and police personnel, and for police and fire executive and administrative employees, is set at 40 hours per week.
4. Hours worked in excess of 40 hours per week, when authorized in advance by department directors, may be paid at the rate of time and one-half or in lieu thereof, department directors in their discretion may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under FLSA provisions.
5. The average work week of Battalion Chiefs shall be 56 hours. They shall not be compensated for any hours in excess of 56 hours.

Section 5.

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

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

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

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

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

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

- D. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for fourteen years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the fifteenth (15th) year:

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

- E. From and after June 28, 2006, initially payable July 14, 2006, Paramedic Fire Captains, Firefighters, and Paramedic Firefighters shall receive compensation for seven (7) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eighth (8th) year through the tenth (10th) year:

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

- F. From and after June 28, 2006, initially payable July 14, 2006, Firefighters and Paramedic Firefighters shall receive compensation for ten (10) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eleventh (11th) year through the twentieth (20th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$133
11M	Paramedic Firefighters	133
16M	Paramedic Fire Captains	133

- G. The following is only for Firefighters, Paramedic Firefighters, and Paramedic Fire Captains who will be receiving 20 years longevity pay on August 1, 2013, initially payable August 1, 2013, Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amount, from the twenty-first (21st) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$168
11M	Paramedic Firefighters	168
16M	Paramedic Fire Captain	168

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

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

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

Section 7. Ordinance No. 7082 and all ordinances in conflict herewith are hereby repealed.

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

PASSED this 27th day of August, 2018.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Title: Human Resources Generalist

FLSA Status: Non-Exempt

BRIEF DESCRIPTION:

The purpose of this position is to provide highly responsible administrative and technical support in human resources functional areas including recruitment and selection, compensation, benefits, wellness, performance management, records management, safety and risk management, internal communications, unemployment compensation, leave administration, employee relations, and employee development. Other responsibilities include research and analysis, special projects, HR purchasing/requisition process, employee programs and events planning, and related work as apparent or assigned. The Human Resources Generalist will be expected to exercise considerable independent judgment in executing assignments in accordance with Federal and State employment laws and City policies and procedures. Work is performed under the direction of the Director of Human Resources.

ESSENTIAL FUNCTIONS:

Note: This information is intended to be descriptive of the key responsibilities of the position. The list of essential functions below does not identify all duties performed by any single incumbent in this position. Additionally, please be aware of the legend below when referring to the physical demands of each essential function.

(S) Sedentary	(L) Light	(M) Medium	(H) Heavy	(V) Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally; 10 lbs. frequently; or negligible amounts constantly; OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally; 10-25 lbs. frequently; or up to 10 lbs. constantly.	Exerting 50-100 lbs. occasionally; 10-25 lbs. frequently; or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally; 50-100 lbs. frequently; or up to 20-50 lbs. constantly.

#	Code	Essential Functions	% of Time
1	L	<p>Manages benefits administration including coordinating open enrollment and benefits meetings; assists with auditing and tracking benefits enrollment and billing;</p> <p>Assists with full-cycle recruiting functions including applicant tracking, communicating with applicants, and development and placement of job announcements for website, newsletters, journals, and Internet sources; coordinating scheduling, and participating in oral interview and other testing processes as appropriate; preparing conditional offer letters; coordinating pre-employment physical and drug testing, and performing background checks; employee onboarding and offboarding including COBRA compliance;</p> <p>Responds to supervisors' and employees' routine inquiries regarding benefits, human resources forms, procedures, and policies information;</p> <p>Oversees all electronic and paper records/file management</p>	55%



		<p>activities for the Human Resources department; Prepares and disseminates internal communications as assigned.</p>	
2	L	<p>Processes: new hires, pay, benefit selections, position changes and other personnel actions; Assists with conducting and completing various HR related surveys and collecting information to be used in administrative, fiscal, and legal analysis; Coordinates wellness program activities and events; Prepares and disseminates internal communications as assigned; Performs tasks associated with processing workers' compensation and unemployment compensation claims; Manages department's purchasing; prepares department's requisitions and tracks department's expenditures; manages office supplies; Serves as intake contact for employee personnel issues and resolves or forwards to Director of Human Resources for resolution; Serves on teams as assigned including attending meetings, preparing agendas, packets and minutes or reports.</p>	30%
3	L	<p>Assists with the performance management program and annual review process including reviewing evaluations to assure compliance with City policies and procedures; Assists with employee leave administration (FML, STD, LTD, etc.); Monitors and updates department's web pages; manages incoming mail; Leads/assists with coordination of various employee special events; coordinates employee recognition programs, and makes recommendations to the Human Resources Director; Assists with budget; conducts research and completes special projects as assigned; Assists with coordination and development of training programs; Establishes and maintains effective working relationships with City employees, retirees, providers, and contractors including providing exceptional customer service to employees, retirees, and the general public; Assists with legal compliance activities including EEO reporting, ACA reporting, and maintaining bulletin boards to ensure appropriate workplace posters are in place; Assists in the administration and interpretation of the City's Civil Service Rules and Administrative Regulations.</p>	15%



Performs other related duties as assigned.
Responsible for following all prescribed safety rules and regulations; and utilizing and wearing appropriate safety gear.
Follows and upholds City and departmental rules, regulations, policies and procedures.
Reports to work free from the effects of drugs/controlled substances and/or alcohol, and free from impairment due to prescription drugs.
Maintains regular attendance.
The City reserves the right to require an employee in this position to work overtime including during emergency situations (defined as any natural or man-made disaster that may or may not necessitate the relocation of City personnel or citizens). In the event of an emergency and/or a required evacuation, the incumbent may be required to remain at work to provide needed services or perform essential duties for the benefit of the general public including services or duties different from those performed in the normal course and scope of the position.



JOB REQUIREMENTS:

-Description of Minimum Job Requirements-	
Formal Education	Work requires broad knowledge in a professional or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's degree or equivalent.
Experience	Over three years up to and including five years' experience.
Supervision	Work requires the occasional direction of helpers, assistants, seasonal employees, interns, or temporary employees.
Human Collaboration Skills	Recommendations regarding policy development and implementation are made and/or recommended. Evaluates customer satisfaction, develops cooperative associations, and utilizes resources to continuously improve customer satisfaction.
Freedom to Act	The employee normally performs the duty assignment according to his or her own judgment, requesting supervisory assistance only when necessary. Special projects are managed with little oversight and assignments may be reviewed upon completion. Performance reviewed periodically.
Technical Skills	Skilled: Work requires a comprehensive, practical knowledge of a technical field with use of analytical judgment and decision making abilities appropriate to the work environment of the organization.
Fiscal Responsibility	Limited fiscal responsibility. May assist in the collection of data in support of recommendations for departmental budget allocations. May monitor division or program/project level budget and expenditures.
Reading	Intermediate - Ability to read papers, periodicals, journals, manuals, dictionaries, thesauruses, and encyclopedias. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Math	Intermediate - Ability to deal with system of real numbers; practical application of fractions, percentages, ratios/proportions and measurement. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Writing	Intermediate - Ability to write reports, prepare business letters, expositions, and summaries with proper format, punctuation, spelling, and grammar, using all parts of speech. Ordinarily, such education is obtained in high school up to college. However, it may be obtained from experience and self-study.
Certification & Other Requirements	Valid Driver's License, related Bachelor's degree, Microsoft Office Suite proficiency required. Municipal government experience, recognized HR Certification, HRIS/Payroll software, Laserfische, Applicant Tracking experience desirable.



OVERALL PHYSICAL STRENGTH DEMANDS:

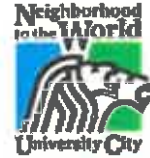
-Physical strength for this position is indicated below with "X"-					
Sedentary	Light	Medium	X	Heavy	Very Heavy
Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time.	Exerting up to 20 lbs. occasionally, 10 lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10 lbs. constantly.		Exerting 50-100 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C	F	O	R	N
Continuously 2/3 or more of the time.	Frequently From 1/3 to 2/3 of the time.	Occasionally Up to 1/3 of the time.	Rarely Less than 1 hour per week.	Never Never occurs.

Note: This is intended as a description of the way the job is currently performed. It does not address the potential for accommodation.

-Physical Demand-	-Frequency-	-Brief Description-
Standing	O	making presentations, communicating with co-workers, observing work site, observing work duties
Sitting	C	desk work, meetings, driving
Walking	O	to other departments/offices/office equipment, around work site
Lifting	F	supplies, equipment
Carrying	O	files, supplies, equipment
Pushing/Pulling	F	file drawers, equipment, tables and chairs
Reaching	C	for supplies, for files
Handling	C	paperwork
Fine Dexterity	C	computer keyboard, calculator, telephone pad
Kneeling	F	filing in lower drawers, retrieving items from lower shelves/ground
Crouching	F	filing in lower drawers, retrieving items from lower shelves/ground
Crawling	R	under equipment
Bending	F	filing in lower drawers, retrieving items from lower shelves/ground
Twisting	C	from computer to telephone
Climbing	O	stairs, step stool
Balancing	R	on step stool
Vision	C	observing work site, reading, computer screen
Hearing	C	communicating with co-workers and public and on telephone
Talking	C	communicating with co-workers and public and on telephone
Foot Controls	R	dictation
Other (specified if applicable)		



MACHINES, TOOLS, EQUIPMENT, SOFTWARE, AND HARDWARE:

Telephone, copier, fax, calculator, computer, and associated hardware and software.

ENVIRONMENTAL FACTORS:

C Continuously	F Frequently	O Occasionally	R Rarely	N Never
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D Daily	W Several Times Per Week	M Several Times Per Month	S Seasonally	N Never
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-Health and Safety Factors-	
Mechanical Hazards	N
Chemical Hazards	N
Electrical Hazards	N
Fire Hazards	N
Explosives	N
Communicable Diseases	N
Physical Danger or Abuse	N
Other (see 1 below)	N

-Environmental Factors-	
Respiratory Hazards	N
Extreme Temperatures	N
Noise and Vibration	O
Wetness/Humidity	N
Physical Hazards	N

(1) N/A

PROTECTIVE EQUIPMENT REQUIRED:

NON-PHYSICAL DEMANDS:

F Frequently From 1/3 to 2/3 of the time	O Occasionally Up to 1/3 of the time	R Rarely Less than 1 hour per week	N Never Never occurs
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-Description of Non-Physical Demands-	-Frequency-
Time Pressure	F
Emergency Situation	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	F
Working Closely with Others as Part of a Team	F
Tedious or Exacting Work	O
Noisy/Distracting Environment	F
Other (see 2 below)	N

(2) N/A

PRIMARY WORK LOCATION:

Office Environment	X	Vehicle	
Warehouse		Outdoors	
Shop		Other (see 3 below)	
Recreation/Neighborhood Center			

(3)N/A



SIGNATURE – REVIEW AND COMMENTS:

I have reviewed this description and understand the requirements and responsibilities of the position.

	_____ Signature of Employee	_____ Date
_____ Job Title of Supervisor	_____ Signature of Supervisor	_____ Date
_____ Job Title of Department Head	_____ Signature of Department Head	_____ Date

Comments: _____

The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this position. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required. This description is subject to modification as the needs and requirements of the position change.



Green Practices Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 863-9146

Meeting Minutes – University City Green Practices Commission

June 14, 2018

Location: Heman Park Community Center

Attendees Present: John Solodar (Acting Chairperson), Adam Staudt, Mary Gorman, Tim Cusick (Council Liaison), Adam Brown (acting Staff Liaison)

Absent: Jonathan Stitleman (Chairperson), Kathy Straatman, Barbara Brain, Timothy Dugan

1. Meeting Called to Order – Roll call at 5:34pm

Special Guests:

Rosalind Williams, acting Director of Community Development – Olive/170 Development

Gene Foster, Laura Jones, Regent Power – EV Charging Stations and Kiosks

2. Opening Round:

Mr. Solodar gave a brief report on cities that are using electric vehicles for policing.

3. Approval of Minutes

a. 5/10/18 minutes were approved as written

4. Special Presentations

a. Rosalind Williams, Acting Director of Community Development, described the proposed development at Olive and 170 by Novus. Noted several opportunities for green practices in the design. These included incorporation of permeable paving, possible zoning changes to reduce parking requirements, connection to Ruth Woods Park, and continuation of the Great Rivers Greenway Centennial Trail.

Mr. Cusick updated the Commission on the MSD project, noting that an independent engineering firm was hired by the City to study the various options presented.

Lois Sechrist, 7153 Pershing Ave, listed a series of considerations for the development which could be recommended as green practices. These included site protection during construction, storm water mitigation, landscaping, renewable energy potential, lighting, walkability, trash/recycling for tenants, recommendations on construction materials, and energy and water efficiency. She said LEED would be ideal, and that the long-term returns would be greater than the initial costs.

b. Gene Foster, Laura Jones, Regent Power, discussed the possibility of their company installing battery storage stations for EV recharging station in University City. Noted the advantages of battery storage for protecting from large draws on the grid and decreasing charging times. They also discussed the economic benefits to an area that has EV charging station.

5. Commission Reports

a. Council Liaison Update: Mr. Cusick discussed the TIF Commission and the need to have TIF approved before moving forward with the development at Olive/170. He stated that no eminent domain would be used on homeowner-occupied housing, and that revenue would be used to invest in neighborhoods north of Olive and along the Olive Blvd corridor.

b. Quarterly Report – Adam Staudt: Energy, Mr. Staudt reported on the installation of EV Charging Stations in Elgin Illinois, funded by Tesla.

6. Closing Round

7. Adjournment at 6:45pm



Commission on Senior Issues

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 505-8563

Meeting Minutes – University City Commission on Senior Issues

May 21, 2018

Location: Heman Park Community Center
Attendees Present: Margie Diekemper, Wayne Flesch, Elaine Henton, Sue Slater, Marcia Mermelstein (Staff Liaison),
Absent: Gloria Nickerson, Stacy Clay

Ms. Margie Diekemper called the meeting to order at 6:03 p.m.

Roll call was done by Ms. Marcia Mermelstein

Approval of Minutes

Ms. Diekemper asked if there were any corrections needed for the minutes, and there were none. Ms. Slater moved that the minutes be approved, Mr. Flesch seconded, and the motion passed.

Unfinished Business

- **ITN Update** – Ms. Diekemper reported that the official ribbon-cutting ceremony for the opening of ITN/Gateway had taken place on May 9. After the first two weeks of operation, there are more riders than drivers in the new county program; the majority of the riders are in University City and the majority of the drivers are in Chesterfield.

Director Susan Kallish-Bailey has fielded 70 calls since May 9 in her office, and Ms. Diekemper has had 20 inquiries in the first two weeks.

Ms. Diekemper was congratulated for her more than two years' consistent hard work that she has put into getting this service up and running in St. Louis County.

- **Budget Proposal** - On June 9 at a City Council public hearing, Ms. Diekemper will speak to the council about the Senior Commission's budget proposal for creating an ITN scholarship fund, and she will give statistics about the number of riders from University City in the first month of operation as part of that presentation.
- **Older Adult Survey** – According to Adam Brown in Community Development, it is possible that a summer intern in the Community Development Department will be able to compile the data from the surveys.
- **May 6 "Engage At Every Age" Program** – Approximately 100 people attended the program, which was accomplished through the assistance of a very helpful planning committee. Although city officials including the mayor, city manager, and all city council representatives were invited to attend, the only city official who came to the program was Tim Cusick. Ms. Mermelstein indicated that she had sent him an email thanking him for attending. In general, the feeling was that this program was a good first effort, and that something similar should be planned next year in May for "Older Americans Month." Ms. Mermelstein said that she would be meeting with the planning committee to do a formal evaluation.

- Report on County Older Adult Commission – Mr. Flesch reported that UMSL Professor Tom Meuser, who has been very involved with the county’s older adult commission, will be leaving UMSL and moving out of St. Louis. He also stated that the county’s commission is having the same challenges as our commission in terms of recruiting commission members.

They would like to schedule a session where all of the municipalities that have a commission or a staff person who has responsibilities related to older adult issues would meet as a group to exchange ideas and share resources. Members of our commission indicated that they would definitely be interested in participating. Mr. Flesch said that this is in the early planning stage, and that he will update us about when such a meeting might happen.

- Recruitment of New Commission Members – Various individuals from University City have been recommended over the last year to Councilwoman Carr, there are currently two positions that have had no appointments made, and there will soon be two additional openings when Ms. Diekemper and Ms. Slater’s terms end. It is the responsibility of the council liaison to recruit commission members, and we are hopeful that we can work with Mr. Clay in coming months to have all positions filled.

New Business

- Potential Impact of New Olive/170 Development on Senior Residents – There are questions we should be considering in terms of how many seniors may be displaced by this project, and what kind of relocation assistance will be made available. We discussed whether our commission should pose these questions to Mr. Clay, our council liaison, and then have him share the questions with Ms. Paulette Carr because she sits on the TIF Commission. Ms. Slater moved that the Senior Commission address the impact of the acquisition of senior-owned housing with the TIF, and also address the plans for affordable relocation. Mr. Flesch seconded the motion, and it was passed. Ms. Diekemper said that she would share this information with Mr. Clay.
- Implications for Senior Commission Concerning Impending Transfer of Senior Coordinator to Parks and Recreation Department – Ms. Mermelstein passed out copies of a flow chart showing departmental changes that are being recommended by City Manager Gregory Rose. If this new structure is approved as part of the city’s budget discussion, the Senior Coordinator position will be moving from the Community Development Department to the new Parks and Recreation Department. Her office would be moving from City Hall to Centennial Commons. There was some concern about whether the Senior Coordinator’s job description will be changing at all with this move, and it was decided that a letter needs to be sent to Mr. Rose to let him know that the commission members would like for it to stay the same. A suggested statement that could be put into a letter and sent by Ms. Diekemper to Mr. Rose was: “The Senior Commission has just learned about an impending organizational structure change that would move the Senior Coordinator’s position from the Community Development Department to the Parks and Recreation Department. Since it is this commission’s responsibility to advise the city administration on matters related to senior issues, we unanimously agree that the current job description for Senior Coordinator, Marcia Mermelstein, continue to apply to the way commission members originally intended for this staff person to work with senior residents.” Ms. Henton moved that this statement be sent in letter form to Mr. Rose. Ms. Slater seconded. The motion passed, and Ms. Diekemper said that she would send the letter to Mr. Rose.

Senior Coordinator Update - Ms. Mermelstein did not have any additional information to share.

Next Meeting: Monday, June 18, at 6:00 PM. – Heman Park Community Center