



MEETING OF THE CITY COUNCIL  
CITY HALL, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
Monday, August 27, 2018  
6:30 p.m.

- A. MEETING CALLED TO ORDER
- B. ROLL CALL
- C. APPROVAL OF AGENDA
- D. PROCLAMATIONS
- E. APPROVAL OF MINUTES
  - 1. August 13, Regular Session minutes
  - 2. August 13, Study Session (Like Bikes) minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS
  - 1. Aren Ginsberg is nominated to the Library Board replacing Deborah Arbogast's expired term by Councilmember Hales
- G. SWEARING IN to BOARDS & COMMISSIONS
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)
- I. PUBLIC HEARINGS
- J. CONSENT AGENDA – Vote Required
  - 1. Tech Electronic Contract
- K. CITY MANAGER'S REPORT
  - 1. Kingsland Bridge Change Order  
(VOTE REQUIRED)
  - 2. Picnic Liquor License – Midwest Association Farmers Market  
(VOTE REQUIRED)
  - 3. Policing Strategy & Fire Department Drone Upgrades  
(PRESENTATION)
- L. UNFINISHED BUSINESS
  - BILLS*
    - 1. **BILL 9361** - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (Residential Permit Parking - 6600 Kingsbury)
    - 2. **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.
    - 3. **BILL 9363 (Amended)** - 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.

**M. NEW BUSINESS**

**RESOLUTIONS**

1. Resolution 12 – FY18 Budget Amendment #5

**BILLS**

2. **BILL 9364** - 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."

**N. COUNCIL REPORTS/BUSINESS**

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

**O. CITIZEN PARTICIPATION (continued if needed)**

**P. COUNCIL COMMENTS**

- Q.** 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**

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**

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, August 13, 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 Hales announced this is the City's first Council Meeting which is now being live-streamed on YouTube. He expressed his enthusiasm regarding this accomplishment and thanked the City Manager and Mike Carlin, the Director of IT, for their contributions to this effort.

Mayor Crow stated everyone is excited about this achievement and are doing their best to make Council meetings accessible to everyone.

Hearing no requests to amend, Council unanimously approved the agenda as presented.

**D. PROCLAMATIONS**

1. Pastor Middleton 7<sup>th</sup> Pastoral Anniversary - A Proclamation honoring Pastor Joe Middleton of the City of Life Christian Church for his spiritual guidance and leadership to his congregation and the community of U City.

**E. APPROVAL OF MINUTES**

1. June 18, 2018, Study Session minutes were moved by Councilmember Carr; it was seconded by Councilmember McMahon and the motion carried unanimously.
2. June 25, 2018, Regular Session minutes were moved by Councilmember Carr; it was seconded by Councilmember McMahon and the motion carried unanimously.
3. July 9, 2018, Regular Session minutes were moved by Councilmember Smotherson; it was seconded by Councilmember Hales and the motion carried unanimously.
4. July 14, 2019, Special Session minutes were moved by Councilmember McMahon; it was seconded by Councilmember Carr and the motion carried unanimously.

## **F. APPOINTMENTS TO BOARDS & COMMISSIONS**

1. Mary Gorman is **reappointed** to Green Practices for a full first term by Councilmember Cusick, it was seconded by Councilmember Carr and the motion carried unanimously.
2. Sandy Jacobson and Robert Klahr are **reappointed** to the Historic Preservation Commission for a second term by Councilmember Cusick, it was seconded by Councilmember Carr and the motion carried unanimously.
3. Rubina McCadney is **reappointed** to the Library Board for a second term by Councilmember Cusick, it was seconded by Councilmember Hales and the motion carried unanimously.
4. Karl Reid is **nominated** to the Senior Commission as **fill in** replacing Mary Hart's expired seat by Councilmember Cusick, it was seconded by Councilmember Carr and the motion carried unanimously.

## **G. SWEARING IN TO BOARDS & COMMISSIONS**

1. Jerrold Lander was sworn into the Library Board in the Clerk's office on July 9, 2018.

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

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

Ms. Ginsberg stated while she appreciates the work Tom Sullivan has done as a government watchdog, lately, he has been barking up the wrong tree.

- His demand to cancel the June 6th TIF Commission meeting due to insufficient seating, when there were plenty of empty chairs that evening, or
- His constant speculation about the nefarious emails between Councilmember Carr and NOVUS, when the complaint filed with the Attorney General confirmed no such emails exist.

Ms. Ginsberg stated since she is unable to find any record of Mr. Sullivan opposing other TIF's in the surrounding area, or criticism of the folks profiting off of the economic losses in the 3rd Ward, it causes her to question how much money the right-wing mega-donor Rex Sinquefeld is paying him to kill U City's development?

Ms. Ginsberg expressed the following concerns with respect to journalist Ryne Danielson.

- When Jim Baskin and Irv Logan made allegations about conflicts of interest associated with campaign contributions, Ryne published the story the very next day; in spite of the fact that their investigation uncovered no illegal activity.
- When Mr. Sullivan made allegations against U City's TIF Commission, Ryne published his accusations the very same day.
- When Former Mayor, Shelley Welsch, expressed concerns about the racial makeup of the TIF Commission, Ryne's next article duplicated Shelley's spin.
- When Steven Glickert complained about the paving on his street, Ryne gave him a feature story the next day.
- When Mr. Sullivan emailed Ryne about a new produce shipment at Long Acres Farmer's Market, he gave those watermelons immediate press coverage.

However, last January, after working tirelessly to provide Mr. Danielson information on the problems associated with the City's outsourcing of EMS there was a five-month delay before he finally published the story in June. It's now August, and he has not written a single thing about COCA's 28 million dollar expansion or groundbreaking celebration that occurred in June. In fact, the last time he mentioned COCA in print was December 2017.

Ms. Ginsberg concluded that if Ryne does not want to be dismissed as PR by proxy for Ms. Welsch, he needs to quit repeating her talking points. And if Tom does not want to be dismissed as one of Rex Sinquefield's stooges, he should stop quoting the Show-Me Institute and stop making false allegations against the City's elected officials. This community deserves objective journalists and trustworthy watchdogs, and if they honestly want to help make U City better, then it's time they start acting like it.

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

Ms. Liebesman stated her hope is that the recent Study Session which discussed Lime Bikes will help to improve their system. As it stands today, there are significant segments of U City's population who are above the income threshold needed to qualify that do not have an iPhone or Android needed to access their system. In fact, you can't even view their location map on a standard computer or flip-phone. Ms. Liebesman stated her belief is that Lime Bike can provide a solution to this problem and would like City Council to consider this limitation prior to implementing their MOU with Lime Bike.

**Deborah Henderson, 6124 Victoria Avenue, University City, MO**

Ms. Henderson stated she is appearing on behalf of the Midtown Farmer's Market in response to Council's recent decision to place the award of EDRST funds for the upcoming fiscal year on hold. The Market; which has been in existence for five years, has received EDRST funds for the last three years and relies on this funding to produce and market events. However, since funding begins on July 1st; the middle of the market season, Council's decision will result in the immediate cancellation of these planned events.

Ms. Henderson stated she hopes Council will agree that the Market has become an invaluable part of U City that provides a community meeting place where people of all ages and cultures across the metropolitan area are welcome. Other programs independent of EDRST funds include:

- H-Health Education Protection Service which offers fruits and vegetables to participants in their health program;
- SNAP/EBT;
- The Double-Up Food Box Program;
- Employment of U City high school students;
- Renovation of unoccupied buildings;
- Capital improvements related to beautification and improvement of the Plaza, and
- The support of small business incubations.

Ms. Henderson stated while she hopes this comment will be construed as positive feedback, this is the third year the City has issued applications containing very specific and clearly outlined requirements that were later amended after the deadline for submittal. She stated she and her husband put in close to 40 hours on each application and to keep changing the criteria makes it difficult to plan and budget. As a result, she would respectfully ask Council to please consider releasing the funds for operation of the Farmer's Market as soon as possible. Ms. Henderson thanked Council for their time and invited everyone to visit the Market, which is a magical and wonderful place she hopes Council thinks is worthy of funding again this year.

**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

Councilmember Carr moved to approve the Consent Agenda; it was seconded by Councilmember Cusick and the motion carried unanimously.

Mr. Rose introduced the City's new Human Resources Director, Yolanda Howze. He stated although Ms. Howze comes from the City of Bellaire, Texas, as their HR Director, her extensive background includes over sixteen years with U City, where a portion of that time was spent as the City's Human Resources Director.

Rosalind Williams, Acting Director of Community Development, introduced Colleen Durfee, the City's new Zoning Administrator/Planner. Ms. Durfee attended the University of North Carolina and previously worked for public policy institutes in the area of housing.

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

### **1. Honorary Street Name Designation – 8200 block of Paramount**

Mr. Rose informed Council that this item had been considered several times by the Traffic Commission as well as the development group. Staff's concern is primarily from a public safety perspective, in that the creation of honorary streets may cause confusion for first responders. He then asked Mr. Alpaslan if he would share the information gleaned from discussions conducted by the Traffic Commission.

Sinan Alpaslan, Director of Public Works, stated the honorary street designation and related request was somewhat challenging because one, the previous process needed to be refined; which created some additional steps for the applicant, and two, there were concerns related to the possible misidentification of the street during emergency situations. In accordance with highway standards, street signs have a green background with white letters. So, one recommendation was to establish a different color for the background and letters of honorary signs making it easy for individuals and first responders to identify the real street name.

As illustrated in the Proposed Ordinance, Mr. Alpaslan stated the cost of the sign will be borne by the applicant. So other than routine maintenance there is no cost to the City for the purchase or installation of the sign. But, how to make the distinction between the real street name and the honorary designation continues to be the challenge for both staff and the Traffic Commission.

Mr. Rose stated staff is recommending that Council allow them to explore other options that might be appropriate for honoring individuals who have made outstanding contributions to their community.

Councilmember Clay asked if the current recommendation was to maintain the original street name and add an additional sign with the name of the individual being honored? Mr. Rose stated that is correct. There would be an additional sign located on the pole reflecting the name of the individual being honored. But again, the concern is whether this sign will create any confusion for individuals and first responders during an emergency situation.

Councilmember Clay asked Mr. Rose if staff received requests for honorary designations on a frequent basis? Mr. Rose stated his belief is that this is the first or second request his staff has received. And since the City does not have a policy for handling honorary designations it was sent to the Traffic Commission for review and recommendation.

Councilmember Smotherson stated as the previous Council liaison for the Traffic Commission he had researched this topic and was unable to find any problems associated with the erection of honorary street signs. And he would also like to note, that at the corner of Walton and Delmar, there is a sign which sits above the street sign for Walton honoring his father, the Reverend Melvin Smotherson. So he does not see this proposal as being problematic and would support the parishioners' request.

Councilmember Hales acknowledged that he had never seen this type of request during his five-years on the Traffic Commission until last year when they received two honorary designations at the same time. So it is relatively rare. As the current Council liaison, he was present when staff introduced this proposal to the Commission and addressed their concerns related to the possibility of someone who was unfamiliar with the area providing the wrong street name during an emergency situation. Councilmember Hales stated personally, he likes the idea of an honorary designation and therefore, would concur with the comments made by Councilmember Smotherson. However, he did have one question: Should the draft presented tonight be considered as the final draft? Mr. Rose stated the draft presented tonight is only for discussion purposes and should not be considered as the definitive outcome. Staff's intention is to incorporate any recommendations made by Council into the final draft and subsequently bring it back to Council for consideration.

Councilmember Carr stated in spite of the fact she believes people will adapt over time, she agrees that this additional sign could present problems for travelers. Therefore, she would like staff to explore other substantive ways to implement an honorary designation in support of these neighbors' request. Ms. Rose stated staff is asking Council for the opportunity to explore different options, such as extending the designation to a park; i.e., the planting of a tree; the installation of a bench or placard, or as it relates to the City's right-of-way, some sort of monument. Councilmember Carr questioned whether staff's investigation would still include the option of renaming the street? Mr. Rose stated that it would.

Councilmember Clay stated given that we do have these kinds of honorary street designations in the City of St. Louis City that retain the actual street name, perhaps staff could harvest data from their City colleagues to determine whether or not they have experienced any of the concerns being articulated here today. Mr. Rose stated they would certainly be willing to ask for that information.

Councilmember Smotherson stated he would like to emphasize the fact that in spite of the additional signage, Walton Street is still referred to as Walton.

#### Citizen's Comments

##### **Mildred Pettiford, 8333 Fullerton, University City, MO**

Ms. Pettiford stated on behalf of City of Life Christian Church, she would like to note that the original request made to the Traffic Commission on July 26, 2017, was that Paramount Street; consisting of one block with 27 homes, be renamed Joe Louis Middleton, in honor of their Pastor.



However, since the City did not have an existing Ordinance regarding this policy, staff recommended that Chapter 390.020 be amended to include honorary street names and that the City of Life foregoes renaming the street and proceed with erecting an additional sign that would sit above the original street name. Ms. Pettiford stated their impression was that Council would review the Proposed Ordinance tonight and render a decision as to whether they could proceed with gathering the remaining signatures needed to meet the 75% requirement established by the amendment.

#### **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. Bill Number 9360 was read for the second and third time.

Councilmember Carr moved to approve; it was seconded by Councilmember Smotherson.

Roll Call Vote Was:

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

**Nays:** None.

#### **M. NEW BUSINESS**

##### *RESOLUTIONS*

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

Councilmember Carr moved to approve; it was seconded by Councilmember Hales and the motion carried unanimously.

##### *BILLS*

*Introduced by Mayor Crow*

2. **BILL 9361** - AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (Residential Permit Parking - 6600 Kingsbury.) Bill Number 9361 was read for the first time.

*Introduced by Councilmember Smotherson*

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. Bill Number 9362 was read for the first time.

*Introduced by Councilmember Carr*

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. Bill Number 9363 was read for the first time.



Citizen's Comments

**Jan Adams, 7150 Cambridge Avenue, University City, MO**

Ms. Adams urged Council to either vote no on the proposed compensation schedule or defer their vote pending further study and citizen input. She stated contrary to the Charter, it appears that the mandatory procedure requiring the Civil Service Board to conduct a study to determine a fair compensation schedule for municipalities of this size and submit their recommendation has either not been followed or has not been made public. Ms. Adams stated several months ago she submitted a Sunshine request for a specific set of Civil Service minutes, which have yet to be received, and a search of the City's website revealed no minutes have been posted since her tenure on the Board.

The new compensation schedule for upper management, calls for an approximate \$800,000 increase over last year's schedule and is being presented at a time when every Councilmember has publicly stated that U City does not have the money to provide basic services. Ms. Adams provided examples of the proposed increases and made the following corrections to her written statement: Invoices received today, indicate that in 2017 the City Attorney was paid approximately \$144,000; that his average monthly bill for first quarter of 2018 was \$18,900 per month, and that his last three invoices indicate a six month average of \$21,258. All totaled, this seems to imply that this year, Mr. Mulligan is on track to receive between \$233,000 and \$336,000. *(Ms. Adams asked that her written comments be included in the record.)*

**N. COUNCIL REPORTS/BUSINESS**

1. Boards and Commission appointments needed.
2. Council liaison reports on Boards and Commissions  
Councilmember Clay stated at their last meeting, the Senior Commission made a request for Council to initiate a Study Session whereby they could discuss the appropriate metrics to be used in terms of evaluating the City's partnership with ITN. Councilmember Clay apologized for his delay in transmitting this request to Council and will work with the City Manager to make certain this session occurs.
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*

Councilmember Cusick stated as Council Liaison to the Historic Preservation Commission, he had been informed that his role did not allow him to speak or ask questions. And after seeking clarification from Mayor Crow, they both determined that there might be a need to review Council's Rules with respect to Council Liaisons.

Mayor Crow stated he thinks everyone recognizes that it has been some time since the rules Council operates under have been reviewed. And a clear set of guidelines is something he believes Council owes to all of the individuals acting as the chair on these commissions. Therefore, what he would like to do is establish a Special Committee or Task Force, largely comprised of Councilmembers, to go through the rules. Meetings should follow the protocols established for Study Sessions to ensure that each meeting is properly noticed to the public. Citizens wishing to provide input can do so by emailing or calling individual members of Council.

So at this point, he would like to open the floor up for suggestions from his colleagues, and at the end of that discussion make the Council appointments.

Councilmember Carr stated she had received similar information when first elected, which she also brought before Council. At that time, Council reaffirmed Rule Number 40, which basically says that a Council Liaison may contribute to the discussion as long as it does not determine the end result. And on some commissions, the Council Liaison is actually a non-voting member. But ultimately, what she determined is that until this incident involving Councilmember Cusick, she had been the only liaison restricted in this manner. So perhaps, there is a need; for the benefit of commissions and the public, to communicate this rule and ensure there are no misunderstandings with respect to the role of Council Liaison.

Mayor Crow stated there are some rules out there that were probably enacted more in the form of retribution rather than good operating practices. So for him, this encompasses a much broader issue than the role of Council Liaison. His hope is that after the Special Committee has met and the proposed changes are adopted, Council would then spend time getting this information out to the Commissions.

Councilmember Carr questioned whether there something Council could do in the interim to ensure that Councilmember Cusick was not faced with this same type of behavior prior to the implementation of any changes? Mayor Crow stated he and Councilmember Cusick have discussed the message that either one or both of them could deliver to the Commission. So unless Councilmember Cusick would like to see something done by Council as a whole, at this point, he would prefer to forestall further conversations until the entire package has been brought back to Council. Mayor Crow stated his goal is to complete this work in an expeditious manner and presented back to Council by October.

Councilmember Cusick stated he would be comfortable moving forward, as directed by Mayor Crow and communicating this rule to the Chair at their next meeting.

Mayor Crow asked Councilmembers Smotherson, Carr, and Hales, to join him in participating on the Task Force. Discussion points for each session will be focused on the rules and procedures Council operates under, which are public documents, accessible on the City's website. He stated his hope, is that citizens will hold the Task Force accountable by ensuring that meetings are properly noticed, and they have been provided with ample opportunities to participate.

**O. CITIZEN PARTICIPATION (continued if needed)**

**Kathy Straatmann, 6855 Plymouth, University City, MO**

Ms. Straatmann stated she has wanted to address this issue for several months, but Ms. Ginsberg beat her to the punch. Therefore, she would validate Ms. Ginsberg's comments by saying that for those of us who regularly attend these meetings it has been frustrating to constantly hear the calculated inferences made by Mr. Sullivan, and then watch him leave prior to hearing the explanations provided by Council and the City Manager. So, she would simply ask that participants show courtesy to everyone in attendance.

**Jan Adams, 7150 Cambridge Avenue, University City, MO**

Ms. Adams stated she would like to incorporate her comments made at the TIF Public Hearing held on June 22, 2018, into tonight's record.

*"I rise tonight to challenge a statement made by Ms. Rosalind Williams at the beginning of tonight's meeting. I recorded her statement that the 'development plan has all of the characteristics of a Community Benefits Agreement'". No, it does not because it does not empower the residents to enforce the promises of the developer or the politicians. A separate CBA is essential to the success of any development. Ms. Williams said that the next step is that the City designs a development agreement. If you don't allow the community activists time to negotiate a CBA in advance, you deny them any leverage. So, I would reiterate my request that if you do recommend approval, please make that approval contingent on a reasonable CBA"*

Ms. Adams stated she attended the CBA meeting of July 10th, where the Community Engagement Specialist, Glenn Burleigh, from the St. Louis Equal Housing Council, explained that a CBA is an equitable development tool designed to protect against displacement and disenfranchisement of longtime, low income, and minority residents and that pursuant to Missouri law, the City cannot enforce wage agreements. He stated the recommended remedy in a CBA is a call-back of funds if the workforce promises are not kept. And furthermore, that a CBA is "required" to be executed in order to allow the developer an opportunity to work with banks and help homeowners obtain the loans they need. Therefore, she does not understand why this administration persists in denying residents the legal right to enforce the many promises that are being made by the developer, Council, and their surrogates?

The August 8th meeting conducted by the City and attended by a quorum of Council was not recorded. The only record is a video created by the news media which to date, has not been posted on the City's Facebook page. Conversely, meetings organized by community activists were videotaped, reduced to writing, and presented to Council. (Ms. Adams' entire comments can be found in her written statement attached to the minutes.)

**Patricia McQueen, 1132 George Street, University City, MO**

Ms. McQueen stated after attending the public meetings sponsored by the TIF Commission and the 3rd Ward neighborhood meeting, she is concerned that members of the TIF Commission have spent so much time listening to the pros and cons espoused by residents and non-residents, that they have not had time to effectively deliberate amongst themselves. Residents in RPA-1 need to hear from the Commissioners. So on their behalf, she would suggest that residents and non-residents who have previously been given the opportunity to make presentations either be prohibited from speaking at future meetings or provided with an option at the end of the meeting, to only express their approval or opposition. Ms. McQueen also suggested that additional security be provided at future meetings to assist in de-escalating some of the angry behavior she has witnessed.

**Elsie Glickert, 6712 Etzel, University City, MO**

Ms. Glickert stated the swimming pool at Heman Park is now 85-years old, and for 83-years of this history, the City has provided in-house training of lifeguards. However this year, the City's lifeguards have been outsourced and neither of the two employees in charge of the pool are certified, lifeguards. To make matters worse, due to some misunderstanding, the Park Commission made the assumption that no lifeguards would be available this season. So now, this multimillion-dollar complex does not open until 4 p.m. Ms. Glickert stated although she understands that Council has no authority over City employees, she would suggest that Council direct the City Manager to provide the necessary training for these employees to become certified lifeguards and resume the previous practice of providing in-house training.

Ms. Glickert stated there also appears to be a conflict of interest, in that a very qualified individual appointed to the Park Commission, is related; by marriage, to one of the employees in charge of the pool. So she would suggest that this individual be reassigned to another Board or Commission, or that the employee be asked to resign.

**Steve Glickert, 7750 Blackberry, University City, MO**

Mr. Glickert stated he would like to apologize for his demeanor at the July meeting, which some have critiqued as rude. And while he would agree with that assessment, the problems associated with paving the 800 block of Warder have escalated over the years and everything he tried to do to fix the problem simply had not worked. So at this point, he would like to express appreciation for the questions raised by Council with respect to the Nova Chip process; which he has since learned has the Good Housekeeping seal of approval; the inspection process, and ultimately, approval to include the paving of Warder during this years' street maintenance schedule. Mr. Glickert stated he is so elated that he is going to have a meet and greet with his neighbors to watch the undertaking of this project.

However, based on past experiences, he would like to mention a few other things that should be addressed:

- Prior to the initiation of this project, staff should contact all utilities to ensure that they have no planned projects scheduled to commence after the paving is completed.
- The project should also include the 750 block of Warder where paving was stopped three years ago and the intersection at Balson Avenue where there is a significant dip at the bottom of the hill.
- Water shutoffs utilized by American Water should not be paved over.
- Driveway aprons and ADA ramps should be seamlessly matched up to the street, and there should be a smooth transition from the curb lines into sewers.

Mr. Glickert stated he would also like to thank the City Manager for his immediate response to his complaint regarding the political yard signs that showed up on utility easements and tree lawns.

**Travis Gude, 5889 Clemmons, St. Louis, MO**

Mr. Gude stated in 2014, the City solicited proposals to beautify the area surrounding the old Tea House, and thereafter, he and his partners developed a plan to open a business in the area. He stated that he has since learned that the Tea House is scheduled to be demolished, and after speaking to Rosalind Williams, it was suggested that he express his concerns at tonight's meeting and possibly request that the demolition be delayed.

Mayor Crow informed Mr. Goudy that Council's normal practice is not to respond to citizen's comments.

Mr. Gude stated he would like to find out more information about this project, but was uncertain of who he should talk to.

Mr. Rose stated he is sure that the Director of Public Works, Sinan Alpaslan, who is overseeing this project, would be happy to provide him with his contact information.

**Ida Johnson, 7591 Amherst, University City, MO**

Ms. Johnson stated she is speaking on behalf of her mother, Evelyn Johnson, who has lived at this address since 1968. She stated there is a sewer initially located on the side of her mother's home that has now eroded and transitioned to the backyard. In the past, this sewer; which runs under North and South, was open on both the east and west side.

However, the west side was closed sometime in the '80s, and on occasions when there is a heavy rainfall water rushes in with such force that it overflows the banks and sewage backs up in her mother's basement. FEMA has assisted her mother with cleanups on several occasions, but the erosion has caused substantial damage to the exterior and interior of her home; generated snakes, rats, wild foxes, and so many insects that her mother is unable to open her windows, and affected her mother's physical health.

Ms. Johnson stated her mother is now in her eighties and financially unable to maintain the type of clean-ups needed to eliminate these safety and health hazards. So she is asking that the City consider putting money in the budget to close the east side of this sewer.

## **P. COUNCIL COMMENTS**

Councilmember Carr stated pursuant to Ms. Adams' comment, she would like to ask whether the City Manager or any member of Council has received any information pertaining to the CBA? Mr. Rose stated that he had not received any information.

Councilmember Carr announced that a meeting with businesses located in RPA-3 will be conducted tomorrow morning at 7:30 a.m. This meeting/breakout session is designed to allow business owners an opportunity to explore ideas about how they could benefit from the proposed 5 million dollar TIF set-aside.

A similar workshop will be held on Friday, the seventeenth, at 6 p.m., at the Heman Park Community Center. This workshop is designed to provide recipients of the proposed 10 million dollars TIF set-aside with an opportunity to explore how they would like to see this money invested in Ward 3.

On Wednesday of the following week, there will be a continuation of the TIF Commission Public Hearing designed to receive citizen's comment.

Councilmember Carr stated it is really unprecedented for public hearings to last three months and she is proud of the City for taking this kind of an approach. Once the public hearings are closed, the Commission will make comments, begin their deliberations, and render a recommendation.

As a point of clarification, Councilmember Cusick stated that the TIF Commission Public Hearing is scheduled for Thursday, August 23rd, rather than Wednesday.

Councilmember Cusick stated although the majority of the problems identified by Ms. Johnson sound like an issue for MSD, the County's Vector Control may be able to help with the insect and rodent problems. Therefore, he would ask Mr. Rose if staff could assist Ms. Johnson with looking into this matter.

He stated he is glad to hear that Warder will be getting paved. And also believes that Mr. Rose is aware of the issue regarding future planned projects, and that staff is consulting with the utility companies to assure coordination.

With respect to the presentation concerning the Farmer's Market, Councilmember Cusick stated he would like to know if there is something Council or the City can do to address their request.

He stated as a follow up to Council's earlier discussion he would like to point out that he is the Council Liaison for a total of three Boards and Commissions. And in fact, the other two groups have not only allowed him to participate but openly welcomed what he had to say. But more importantly, even though he is not a voting member, he recognizes the value of all of the City's Boards and Commissions because it really is the citizens who help make U City great. And while members of this Council should not go into these meetings with the idea of pushing their own agenda, this is a democratic process that all residents should have equal access to.



Councilmember Hales stated since this is the first meeting following the City's Strategic Planning Session held on July 14th, he would like to thank the City Manager and his staff for spending six hours exchanging ideas and interacting with Council. One of the things discussed was the live-streaming of these meetings, which seems to have gone very smoothly tonight.

He stated about three weekends ago he took a six-hour ride-along with Officer Vallee, which was a really great experience. So he would encourage anyone interested in meeting the City's officers and learning more about what their job entails, to apply for the upcoming Citizen's Police Academy which begins September 11th and runs through October 16th.

Councilmember Hales stated everyone has seen and heard a lot of things in these chambers over the years, but to suggest that anyone in this room is a surrogate is really disparaging. This community is full of incredibly bright, passionate, and engaged people, which in his opinion, is representative of the citizens who continue to attend these meetings and invest in their community.

Mayor Crow stated this past week he was able to spend a lot of time in the Loop, and it was great to see businesses bustling all night long.

With respect to the citizen's written comment about Council giving personal guarantees, he thinks the days of hyperbole needs to come to an end; particularly with respect to the small group of people who seem to delight in initiating lawsuits against individual members of Council. And he really chagrins when someone compares this current administration to the City of St. Louis. Mayor Crow stated he believes everyone knows from whence we came, and who got us there. But he would also like to believe that U City is moving forward in a way that is respectful, non-punitive and impersonal. He stated every person sitting on this dais is accountable to the residents of this community, so his hope is that anyone who walks into these chambers feels that they have been treated equally.

- 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

Councilmember McMahon moved to go into a Closed Session; it was seconded by Councilmember Hales.

Roll Call Vote Was:

**Ayes:** Councilmember McMahon, Councilmember Hales, Councilmember Cusick, Councilmember Smotherson, Councilmember Clay, Councilmember Carr and Mayor Crow.  
**Nays:** None.

**R. ADJOURNMENT**

Mayor Crow thanked everyone for their attendance and closed the regular City Council meeting at 8:07 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 9:17 p.m.

Respectfully submitted,

LaRette Reese,  
City Clerk

COUNCIL COMMENTS – TIF - August 13, 2018

I am incorporating my comments from the last TIF public hearing:

“I rise tonight to challenge a statement made by Ms. Rosalind Williams at the beginning of tonight’s meeting (June 22, 2018).

I recorded her statement that the “development plan has ALL of the characteristics of Community Benefits Agreements.” NO. It does NOT - because it does not empower the residents to enforce the promises of the developer or the politicians. A separate CBA is essential to the success of any development.

Ms. Williams said that the next step is that the City signs a Development Agreement. If you don’t allow the community activists time to negotiate a CBA in advance, you deny them any leverage. I know that you know that. So I reiterate my request that if you (the TIF Commission) do recommend approval, please make that approval contingent on a reasonable CBA.” (End of Statement)

I attended the CBA meeting of July 10. The Community Engagement Specialist, Glenn Burleigh, for the St. Louis Equal Housing Council, a non-profit organization with a mission to educate the public about CBA’s stated that the City cannot enforce wage agreements pursuant to MO law. That is why we NEED a CBA for that issue. Mr. Burleigh explained to our citizens that a CBA is an equitable development tool that protects against displacement and disenfranchisement of longtime, low income, and minority residents in communities. The recommended remedy in a CBA is a clawback of funds if the work force promises are not kept. Furthermore, it is “required” that a CBA is executed in order to allow the developer to work with banks to help homeowners obtain the loans they need. I do not understand why you all persist in denying your constituents the legal right to enforce the many promises that are being made by the Developer, by you and by your surrogates, speaking in your name.

The August 8 meeting, conducted by the City and attended by a quorum of Council Members was, inexplicably, not recorded by the City. However, there is a video created by the

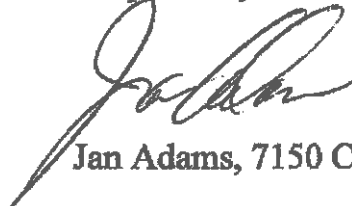


news media. That video, the only record of the recent Citizen input sought by Council, is not posted on the City's FaceBook page and is not yet a part of the City's public records. I posted a comment asking that the video be posted, but it has not yet appeared.

The many surrogate speakers supporting this development are stating as facts, data that is merely projections and estimates. I was pleased to hear the City Manager make it clear that there are many "unknowns" and that the information presented consists of "goals" and "hopes" and "plans". But you are asking the residents of the Third Ward and the businesses in the Third Ward to sacrifice their homes and businesses and put their trust in you that it will be good for ALL residents, at the end of the day. But you know and I know that we have elections every 2 years and you cannot possibly, in good faith, make promises to folk that you know you, individually, cannot keep.

Consider this: would each of you be willing to sign personal guarantees, putting up your homes and businesses, as collateral? If not, then your fiduciary duty to residents of this City is to cooperate with the citizen activists, including our Clergy, to support and create a CBA.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jan Adams', written in a cursive style.

Jan Adams, 7150 Cambridge Ave.

**CITIZEN COMMENT – Aug. 13, 2018**

I rise to urge this Council to vote no on the **proposed Compensation Schedule**. First, it appears that, contrary to our Charter and the City's Rules and Regulations, the Civil Service Board has not made a recommendation. This mandatory procedure has not been followed for several years. I have searched for the minutes of the Civil Service Board on the City's website and there are none to be found, after my tenure on the Board. I submitted a Sunshine Request several months ago for a specific set of minutes for a meeting that I know occurred, but I have not yet received a response to that request.

In addition to failure to follow mandatory procedure, there was to be a study to determine what a fair compensation schedule for municipalities of our size should be. That either has not yet occurred, or it has not been made public.

Finally, the new Compensation Schedule calls for an approximate **\$800,000 increase** over last year's schedule, and this is just for the upper management. I have included in these written Comments a breakdown of the increases. This proposed increase is presented at a time when every Council Member has publicly stated that we simply don't have the money at this time to provide some basic services.

I urge you to either vote no or to defer a vote pending further study and citizen input.

**Compensation Schedule for August, 2018**

City Manager	173,400
2 Assistants to CM:	
Communications	108,517
Economic Development	108,517
Secretary to CM	<u>51,299</u>
<b>TOTAL</b>	<b>441,734</b>
 <u><b>DIRECTORS</b></u>	
Dir. of Planning	108,517
Dir. Of Parks	108,517
Dir. of Finance	124,573
Dir. Public Works	124,573
HR Director	92,650
A new position "Human Resources Generalist" described as a compliance officer, is \$24/hr or	<u>50,000</u>
<b>TOTAL</b>	<b>608,830</b>

City Clerk	75,692
Fire Chief	119,666
Asst. Fire Chief	102,382
Police Chief	127,491
Deputy	107,530
Police Capt.	<u>96,179</u>
<b>TOTAL</b>	<b>553,248</b>

**GRAND TOTAL:** **\$1,679,504**

The City Attorney was paid approximately \$144,200 for 2017. But, in the first quarter 2018, he billed **\$28,000 for just one month**. His average monthly bill for the quarter is \$18,900/month. Thus, he is on track to receive between **\$233,000 and \$336,000** this year.

The total compensation, just for upper management, will be approximately **\$1.91 MILLION**.

**COMPARE TO 2016**

City Manager	140,716
<i>NO ASSISTANTS</i>	00
Secretary	<u>49,307</u>
<b>TOTAL</b>	<b>190,713</b>

**DIRECTORS**

Dir of Com Dev	104,300
Dir of Finance	119,700
Dir of Parks & Public Works ( <i>combined</i> )	<u>119,700</u>
<i>NO Planning or HR or HR Asst.</i>	
<b>TOTAL</b>	<b>343,700</b>

City Clerk	<b>72,500</b>
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Fire Chief	115,000
Asst.	98,400
Police Chief	122,300
Deputy	103,400
Captain	<u>92,400</u>
<b>TOTAL</b>	<b>531,500</b>

**GRAND TOTAL** **\$1,138,413\***

**Items that need to be addressed 800 block of Warder (Paving schedule)**

- **The project also needs to include the "750 block" thru the 800 block of warder...picking up where the previous paving stopped three years ago from the 600 block thru 750 block of Warder.  
This would also encompass the Intersection of Balson Ave as It crosses or intersects with Warder.  
(The streets at that intersection have severe deterioration and a dip or depression in the flow of traffic.) Based on past performance, I could see where the city would overlook that 100 yard stretch of roadway and only pave the "800 block of Warder" and technically fulfilling the paving schedule by only completing the 800 block! This needs specific guidance and direction...no assuming on my part that this is part of the project.**
- **All key ways or water shut off access (zone valves) need to be accessible for Missouri-American Water for shutting off water during maintenance or water main breaks. These can't be paved over! This has happened in the past! Close inspection by City official and Missouri-American Water.**
- **Driveway aprons must meet the street in a seamless, smooth transition. Severely uneven levels of the two surfaces between the street and the driveways have happened...no gaps, dips, collection of paving material or depressions. Close inspection by City official on this issue. This was and continues to be a problem that we've lived with from the past!**
- **ADA Ramps must have a smooth, unobstructed transition. This has been a problem in the past!**
- **Smooth transition from street/curb into the MSD storm sewers must have an unobstructed flow for rain water and or water main breaks. No blockage from materials used to resurface the street or design change without MSD and City inspection official's approval...this has been a problem in the past!**
- **All utility agencies must be contacted in advance before the beginning of this project...MSD, Missouri American Water and Spire (Laclede Gas). Questions into any immediate future projects / maintenance / complete line changes currently scheduled by these agencies in the next several months to a year? I can only imagine, 10 minutes after the street is resurfaced...MSD comes along and changes a complete sewer line destroying a brand new street.**

**Stephan Glickert  
7750 Blackberry Ave  
314-727-5276**



## UNIVERSITY CITY COUNCIL STUDY SESSION

City Hall, Fifth Floor  
6801 Delmar Blvd.  
University City, Missouri 63130  
Monday, August 13, 2018

### 1. MEETING CALLED TO ORDER

The City Council Study Session was held in the Council Chambers on the fifth floor of City Hall, on Monday, August 13, 2018. Mayor Terry Crow called the Study Session to order at 5:30 p.m.

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

Councilmember Paulette Carr  
Councilmember Steven McMahon  
Councilmember Jeffrey Hales; (*arrives at 5:32 p.m.*)  
Councilmember Tim Cusick  
Councilmember Stacy Clay  
Councilmember Bwayne Smotherson

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

### 2. APPROVAL OF AGENDA

Hearing no amendments, Mayor Crow turned the meeting over to the City Manager.

### 3. LIMEBIKE

*Requested by the City Manager*

Mr. Rose stated he would like to discuss the proposed pilot program created to improve the regulation of rental bikes and address the primary concern of bicycles being left in the City's right-of-ways.

Sinan Alpaslan, Director of Public Works, stated LimeBike; a dockless bike share program is one of the technological advances impacting the transportation system. So, whether we want them or not, they are here.

Lime Bikes are designed to integrate with transit and are referred to as the commuter's last mile because it picks up where transit leaves off to help individuals reach their final destination.

Mr. Alpaslan stated Public Works and the Traffic Commission have both analyzed this system to come up with a solution to ensure that LimeBike would not become a disruptive element in the public streetscape.

And at their July meeting, the Commission recommended entering into a Memorandum of Understanding (MOU) with LimeBike to become the exclusive operator of a dockless bike share system in U City.

The MOU consists of a six-month trial period which can be adjusted throughout the term at no cost to U City, as well as the following minimum performance standards to be reviewed on a quarterly basis:

- **Application Support & Customer Service Portal**
  - 99.5% uptime
- **Bicycle Distribution**
  - Fleet will focus on serving U City
- **Bicycles in Service**
  - Preliminary estimate of 75 bikes
- **Responsiveness to Problems; (improperly parked bicycles)**
  - Within 2 hours during normal business hours
  - Within 2 hours of the start of the next business day
  - Any complaints in addition to LimeBikes' own observations shall be addressed within 2 hours
- **Red Zone**
  - Private streets, the Loop Special Business District, except for nodes and intersections within the Business District
  - All complaints shall be addressed within 2 hours
- **Social Equity/Inclusion Area**
  - At least 30% of bikes required in inclusion areas,
  - At least 5% of bikes required in Areas A, B, and C

Councilmember Carr asked if it was correct that under this MOU an improperly parked bike spotted on a Friday evening after normal business hours would have to remain there until Monday morning? Mr. Alpaslan stated that is the current proposal for U City.

Jenny Wendt, Senior Project Manager, stated although LimeBikes are light enough to be moved, this type of situation is akin to a kid that leaves their bike in the middle of a sidewalk. However, there are some areas around Forest Park that have extended hours which Council could also recommend be included in the MOU.

Mr. Rose asked if it was correct that each bike would have a telephone number listed on them so that residents could easily report any problems? Mr. Alpaslan stated that was correct.

Councilmember Carr stated the Loop already has problems with people riding regular bikes in the Loop and along the tracks, but her main concern is that she has seldom seen anyone riding a LimeBike with a helmet on. And that is something she could not recommend; especially in the Loop Business District. Mr. Alpaslan stated staff has proposed that no riding occurs along Delmar in the Loop Business District and that bikes be picked up from the nodes outside of the Red Zone and utilized. Councilmember Carr asked how this self-regulated system would be enforced?

Mayor Crow questioned whether any occurrences of this nature had taken place in Dallas? Mr. Alpaslan stated he was not aware of any.

Mayor Crow stated adding more tension to the Loop is probably not going to be in anybody's best interest, so he recognizes that some time may need to be spent on this area simply because of the Trolley tracks, width of the road, and congestion. He stated his thinking is to let the company know the City's desire to have folks migrate off of Delmar.



Mr. Rose stated one option available to Council that would address a broader spectrum is the approval of an Ordinance requiring the use of helmets anytime you ride a bike.

Ms. Wendt stated St. Louis County requires anyone under the age of 18 years of age to wear a helmet and LimeBike requires that you must be 18 years of age or older to ride their bikes. So anyone legally riding a LimeBike is not required by law to have a helmet.

Councilmember Clay stated he is in agreement that these bikes are here to stay; therefore, entering into the MOU would provide the City with LimeBike's commitment to be responsive and deliver these minimum performance standards.

Mr. Alpaslan stated the MOU not only gives the City a commitment that they will meet these standards but also proposes exclusive usage for a trial period of six months in order to gauge how LimeBike fits this community. He stated within that six month period staff's proposal is to devise a permitting system because the MOU does not require any payment of fees by the company. He stated the City of St. Louis imposes fees on companies that operate within their jurisdiction. And based on the conjecture that there will be more companies with this type of system in the future, passed an Ordinance regulating the use of dockless bike share services.

Councilmember Hales stated in talking with trustees and agents of several private subdivisions the week LimeBike commenced their operations in U City, he learned that they had encountered issues with parked bikes blocking the sidewalks. Should this problem occur over the weekend, he would like to know if a private subdivision has the authority to remove these bikes since the MOU restricts them from even being there? Mr. Alpaslan stated his thought is that perhaps, U City should ask LimeBike to extend their coverage into the weekend hours.

Mayor Crow asked Mr. Alpaslan if he was aware of the number of bikes Clayton has in operation? Mr. Alpaslan stated his only knowledge is that Clayton does not have an MOU or an Ordinance.

Ms. Wendt noted that even though the MOU states that LimeBike will bring in a minimum of 75 bikes, they are not going to bring in more bikes if U City's ridership indicates that it would not be cost-efficient for them to do so.

Councilmember Cusick questioned whether allowing LimeBike to come into U City, either through an MOU or Ordinance, would expose the City to any type of liability?

John Mulligan, City Attorney, stated that it would not. The MOU is essentially a license agreement to use the City's public right-of-ways for the limited purpose of setting up their equipment and parking bikes.

And to Councilmember Hales point about private subdivisions, this license agreement does not give LimeBike the right to either go on or park bikes on private property because the City does not have any authority to do that. So, if LimeBike leaves a bike in a private subdivision the resolution of that issue would be between the subdivision and LimeBike. However, that does not mean the City has no regulatory authority over LimeBike in that regard, even though the MOU only deals with public right-of-ways. Mr. Mulligan stated if Council wanted to extend the City's regulatory authority to cover private streets it could be included in the MOU or a separate regulation, which is what he believes some cities are looking at as this evolves.

Councilmember Hales stated that LimeBike has been staging in U City at the Forsyth MetroLink station on a daily basis.

Mr. Alpaslan stated Metro has agreed to allow the placement of LimeBikes at transit stations pursuant to each municipality's approval.

Councilmember Hales asked whether LimeBike had provided U City with the locations where these bikes will be stored? Mr. Alpaslan stated the MOU's minimum performance requirement entitled "*Social Equity/Inclusion Area*" stipulates that at least 30% of the bikes shall be deployed within the inclusion areas depicted on the map as A, B, and C. Staff identified these areas by utilizing the Metropolitan Planning Organization's statistical results which highlight areas associated with the City's minority and disability populations. The MOU also proposes that of that 30% at least 5% of the bikes shall be located in each area, and the remaining 70% can be located based on supply and demand. He stated that LimeBike has a pretty neat system of tracking the needs and usage in a specific area to ensure that bikes are deployed in the most frequently visited locations

Councilmember Carr stated she walks a lot and often finds bicycles left on the sidewalk, which results in her having to walk out into the street. So will riders be provided with any kind of guidance for riding these bikes; specifically with respect to individuals that have disabilities and must use these sidewalks? Ms. Wendt stated the dos and don'ts of riding are a part of the instructions provided to individuals when they rent the bike. But since LimeBike only sweeps the area for misplaced bikes every 48 hours, the MOU gives the City a little more leeway by addressing problems within a two-hour window.

Councilmember Smotherson stated he does not remember anything being mentioned about minorities when LimeBike was introduced to the City. And there does not seem to be an access problem since he sees people riding these bikes up and down his street all the time. So in his opinion, the Equity Inclusion Map appears to be more of an excuse to bring in these bikes. Ms. Wendt stated staff developed the same concept adopted by the City of St. Louis, who utilized a study prepared by East/West Gateway and Census Tracts to identify areas where LimeBikes should be located to ensure that everyone had access to them. But if Council does not want to include the Equity Map it can be removed from the MOU.

Councilmember Cusick questioned whether there was a way for LimeBike to track improperly parked bikes and move them rather than the burden being placed on residents and staff? Mr. Alpaslan informed Councilmember Cusick that LimeBike did not have a system that identifies when bikes are parked illegally.

Councilmember Hales stated since there are neighborhoods in all three Wards that do not have sidewalks, has a policy been established for how or when these bikes can be parked on the street or what should occur when the City needs to sweep or plow these streets? Mr. Alpaslan stated the City of St. Louis has invested in bicycle park-lets by some of their roadways. However, these issues could pose a challenge in some of U City's neighborhoods.

Mr. Rose stated the purpose of the pilot program is to provide the City with an opportunity to identify some of the challenges posed by the use of LimeBikes or scooters and then formulate a policy that best addresses those challenges.

And if the administration of any policy becomes too onerous on the taxpayers, then LimeBike will be required to pay the additional costs associated with the implementation of that policy. So, for example, if the City has to add additional staff to monitor or move bikes out of public right-of-ways, then LimeBike should have to pay for that expense. He stated he is hopeful that they will police themselves, but if they don't, that will be revealed during the six-month pilot program.

Mayor Crow questioned whether the City anticipates the use of scooters in the near future? Mr. Alpaslan stated at this point in time, scooters are not legally in U City and have not been included in the MOU, which is exclusive to LimeBike for the usage of manual bikes.

Councilmember Clay stated although he supports the idea of a pilot program, his overarching concern is that it seems as though the City's negotiating hand is not particularly strong. If U City goes through the pilot and realizes it needs to add additional stipulations to the MOU LimeBike could simply say no, and walk away without making any commitments at all. It just seems like we might be kind of stuck either way.

Mayor Crow stated he would tend to think that LimeBike's business model has to be concerned with the amount of capital they are expending. And if municipalities start to fall the other way because of mounting problems with their product, it creates a problem for the company. So while he would agree that upfront, the City's negotiating position is not very strong, it is in the position to exchange information with other communities and that factor alone should trigger the need for LimeBike to proceed with caution. Mayor Crow stated he thinks the City is trying to do this in the right way and that it is a good time to at least try this system. So in spite of the fact that there may be some operational challenges, the concept is great; particularly when you have as many college students living in the area as U City does.

Councilmember McMahon stated while this program does seem like a great idea, the statement regarding the bikes being in U City and *"there is nothing we can do about it,"* is a little disconcerting. The thought that a private company can put their property on the City's right-of-ways with a promise that at some indefinite period they will come back and pick it up, makes him wonder how this process really works?

Mr. Rose stated the City's ability to regulate this system is certainly clear, so that was simply a misstatement. LimeBike will have to apply for a business license in order to operate in U City, and if they operate in a manner that is inconsistent with this community's values, this administration will seek to revoke their license. He stated there are some other things staff will be exploring with respect to regulating these kinds of businesses, such as franchising. And he can assure everyone that when the MOU comes before Council it will include the option to collect fees from LimeBike to recoup any burdensome administrative costs associated with managing this program. If LimeBike's performance is not to the City's satisfaction, then staff needs some type of leverage that strongly encourages conformity.

Councilmember Smotherson stated he finds it interesting that LimeBike is only presenting the concept of manual bikes when they also have scooters on the roadways. In his opinion, scooters are going to be more popular than bikes and will present a far more interesting dynamic; especially when you add the Trolley into the mix. So he thinks it would make more sense if scooters and bikes were addressed at the same time.

Mr. Rose stated staff could add scooters, but this was simply the first bird on the wire that caused the City to take action on some of the complaints they were starting to receive. And since the inclusion of scooters will probably delay this process, if Council is agreeable, he would like to push forward with the MOU so that the City has some regulations on the books and then make any amendments further down the line.

Councilmember Cusick asked if it was correct that no fees were being requested at this point in time? Mr. Rose stated that is correct, although his belief is that staff will end up revisiting this issue since it is clear that the City will incur some administrative costs. Councilmember Cusick questioned why LimeBike was not being held to the same standards as any other for-profit that comes into U City and is required to pay all of the fees associated with operating their business? Mr. Rose stated while LimeBike will be required to get a business license, what has yet to be determined is whether there will be any additional administrative costs associated with regulating this business. And if there is, then LimeBike should be held responsible for paying those costs.

Councilmember Hales stated while he would agree that this is a good idea, he thinks one of the hot spots and primary users will be Washington University. And if that theory proves to be accurate, a large number of these bikes could potentially end up in neighborhoods located north of Ames Place. So he was curious to know whether the City has or could have a conversation with Wash U to ensure that their students are not blocking the sidewalks in these neighborhoods? Mr. Alpaslan stated Washington University and LimeBike have also entered into an MOU for the deployment of 200 bikes on their campus and staff would be amenable to revisiting these partnerships to ensure that the stacking of bikes does not occur in these neighborhoods. Councilmember Hales stated he would definitely like staff to seek out Wash U's assistance; specifically with respect to the weekends.

Mayor Crow stated if 75 bikes are planned for U City and 200 bikes are being deployed at Wash U, he would agree that the areas identified by Councilmember Hales will probably bear the heaviest burden. So he too would hope that the City reaches out to both Wash U and LimeBike in order to foster a clear understanding about this issue.

Mayor Crow stated if this MOU is for a six month period and reports are to be produced quarterly, that would only provide the City with two reports. So he thinks that if staff really wants to generate buy-in from Council and the community, then these performance reports should be made available on a more frequent basis.

Mr. Alpaslan stated that the company's dashboard would also be available for review. Mayor Crow stated while that's certainly a good option, it's one that the folks who represent the areas where these bikes could potentially end up being parked may not be willing to use.

Mr. Rose stated the direction he believes he has received from Council is to extend the pick-up hours to weekends; evaluate a reasonable administrative fee; remove the Equity Map, and require monthly performance reports.

Councilmember Carr stated she would like staff to add some guidance that addresses the Loop because there is a potential for some people to pick up a bicycle at that node and ride it through the Business District. Mr. Rose stated he would confer with Mr. Mulligan to determine what type of policy could be used to address this concern.

Councilmember Clay asked Councilmember Smotherson if it was his desire to eliminate the equity areas or have it remain as a part of the pilot?

Mayor Crow stated he was actually thinking that residents may want the opportunity to have access to more bikes. But while he does not believe anyone is going to bristle at the outcome, it is a conversation that Councilmembers Smotherson and Clay can have with staff.

Councilmember Smotherson stated he does not see the point of including the equity areas in the MOU since he has not observed any issues associated with access.

#### **4. ADJOURNMENT**

Mayor Crow thanked everyone and closed the Study Session at 6:21 p.m.

DRAFT





## Council Agenda Item Cover

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**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** Information Technology Support Contract

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

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

**BACKGROUND REVIEW:** In addition to IT Coordinator, the City has contracted with Tech Electronics to perform network engineering services when needed, and this firm also supports the City's telephone system. In the past few years the City expanded the contract to include all levels of technology support. This work has been at the level of approximately 40 hours per week. The following is the listing of the services provide to the City.

**Tier 1 – Help Desk and PC Implementation and Support (80%)** – This work involves assuring personal computers, printers and other devices are functioning properly; tracking assets such as personal computers and laptops; installing and assisting with organizational specific applications; and troubleshooting problems as they arise.

**Tier 2 – Infrastructure Implementation and Support (15%)** – This work involves insuring the network infrastructure such as switches, routers, wireless devices, cabling, firewalls and remote access or VPN technologies are working properly; servers and data storage are functioning properly and optimally; backups are working properly and stored off-site; email and database infrastructure is operating properly; and implement new technologies as directed and educate employees on the new technologies.

**Tier 3 – Strategic Technology (5%)** – This work provides high level administrative work to coordinate and direct projects, develop and document policies and procedures, perform audits of IT hardware to insure control of assets, maintain licensing, develop network security plans, test and maintain data backup strategy. Work also includes strategy and design for server provision and to research evolving technology to assist the organization in taking advantage of new efficiencies and/or cost savings.

In 2014, City Council awarded the three year agreement for this service to Tech Electronics at the rate of \$86,544.00 per year. This contract was extended once in 2017.

**RECOMMENDATION:** City Manager recommends extending the contract for one more year, with an option of 30 day notice in writing to cancel the agreement.





# Contract to Renew Information Technology (IT) Services September 1, 2018 – August 31, 2019

The CITY agrees to compensate TE for professional services rendered under this Agreement for the contract price as specified below:

- \$86,544.00 per year for (1) Full-Time Placement Employee (40) hours per week\*\*
- \$74.00 per hour for additional IT support\*(as needed)"

The designated representatives of CITY and TE are as follows:

<p><i>City of University City</i> Michael Carlin 6801 Delmar Boulevard University City, MO 63130 Phone: 314-505-8616 <a href="mailto:mcarlin@ucitymo.org">mcarlin@ucitymo.org</a></p>	<p><i>Tech Electronics, Inc.</i> Safija Perotti 6437 Manchester Avenue Saint Louis, MO 63139 Phone: 314-951-7714 <a href="mailto:Safija.perotti@techelectronics.com">Safija.perotti@techelectronics.com</a></p>
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**CITY OF UNIVERSITY CITY, MISSOURI**

**TECH ELECTRONICS, INC.**

\_\_\_\_\_  
Gregory Rose

\_\_\_\_\_  
Safija Perotti Date

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

\_\_\_\_\_  
Headquarters Acceptance Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\*\*The CITY will provide, in writing, a 30 day notice requesting to cancel agreement.

# Contract to Provide Information Technology (IT) Services

## AGREEMENT TO PROVIDE PLACEMENT EMPLOYEES AND HOURLY INFORMATION TECHNOLOGY SERVICES, AS NEEDED AND APPROVED

This Agreement is entered into this 1 day of September, 2014 by and between  
CITY OF UNIVERSITY CITY, (hereinafter "the CITY"), and

Tech Electronics, Inc., (hereafter "TE") for the placement of one full-time Information Technology (IT) employee, one part-time Information Technology employee for 64 hours per month, and to provide hourly IT services, as specifically provided herein (hereafter referred to as "the Service").

IN CONSIDERATION of the covenants as set forth in this Agreement, the CITY and TE agree as follows:

### A. SCOPE OF SERVICES / SCOPE OF WORK

#### A.1. PROJECT DESCRIPTION:

The Service is more specifically defined as follows: Placement of one full-time Information Technology (IT) employee, one part-time Information Technology employee for 64 hours per month, and an hourly rate for additional "as-needed" IT services as specified in the contract documents.

#### A.2. AGREEMENT CONTENTS:

For the purpose of this Agreement the following Exhibits shall be considered a portion of the contract document:

Exhibit A: Request for Proposal (RFP) from CITY dated May 1, 2014

Exhibit B: Response to RFP from TE dated May 19, 2014

Exhibit C: TE Information Technology Service Agreement

#### A.3. COMMENCEMENT DATE:

A.3.1. The commencement date for the services to be provided by TE shall be September 1, 2014.

A.3.2. A Scope of Work, with itemized pricing of various items associated with the Service is attached hereto in Exhibit B, "Response to RFP" and incorporated herein by this reference.

#### A.4. CONTRACT TERM:

A.4.1. The term of this contract shall begin at the commencement date and shall conclude on August 31, 2016.

A.4.2. At the end of the first term, this contract will automatically renew to a new annual contract, pending appropriation by the City Council of University City.

A.4.3. The City will evaluate the level of service at the end of each contract term to determine if the CITY will proceed with this contract for the next term or execute the option to terminate this agreement in accordance with this contract.

## **B. DUTIES AND RESPONSIBILITIES OF TE**

### **B.1. SCOPE OF WORK:**

**B.1.1.** At the commencement date, TE shall perform the following services:

(1) Provide one approved placement employee at City Hall available from 8am to 5pm, Monday through Friday (excluding City recognized holidays). The placement employee shall be responsible for completing work as specified by the CITY. The placement employee shall be available for communication with the City Representative after hours and on weekends in the rare case of an emergency.

(2) Provide one approved placement employee at City Hall available from 8am to 5pm, Monday through Friday (excluding City recognized holidays) for a total of 64 hours per month. The placement employee shall be responsible for completing work as specified by the CITY. The placement employee shall be available for communication with the City Representative after hours and on weekends in the rare case of an emergency.

(2) Provide a hourly rate for special projects or additionally required work as approved by the CITY.

### **B.2. COVERAGE AND SUPPORT:**

TE shall provide the following coverage and support services (at no additional cost) to the CITY:

**B.2.1.** TE shall provide staff when necessary to ensure coverage of the placement employee for 40 hours per week, unless agreed otherwise in writing at the time of need.

**B.2.2.** TE placement employees shall be available to handle all day-to-day emergencies requiring IT regardless of the time of day to ensure critical service interruption does not affect City staff. Examples of work shall include, but shall not be limited to, arriving early to work to reset servers and remote login to fix critical errors. Where the extent of the critical error exceeds the ability of the placement employees or the complexity of the failure will likely affect City staff, the placement employees shall immediately contact the City Representative for the CITY.

**B.2.3.** When it is in the interest of the CITY, the placement employees may be approved by the City Representative to attend TE sponsored training events. The CITY may, with the permission of TE, send the placement employees to other training events.

**B.2.4.** TE shall provide technical support via phone or available electronic means including but not limited to e-mail, online forums, and online chat to the placement employees and/or all TE employees working for the CITY.

**B.2.5.** TE shall provide the second placement employee to the City for 64 hours per month. This employee shall be regularly scheduled each week and shall have a definitive schedule. In the event that TE experiences an emergency requiring this employee to provide assistance, TE shall contact the City Representative and request compensatory time for the employee for each hour of absence. Compensatory time shall accrue at a 1 hour for each hour of absence scheduled prior to 24 hours in advance and shall accrue 1.5 hours for each hour of absence when notice is provided less than 24 hours in advance. Compensatory time shall be fulfilled in the same month unless approved in writing by the City Representative.

### **B.3. NOT RESPONSIBLE FOR DAMAGES DUE TO UNFORESEEN DELAYS:**

Neither the CITY nor TE shall be responsible for any damages resulting from delays outside of its reasonable control, including, but not limited to, (a) failure to furnish timely information; and/or (b) strikes, lockouts, accidents, or acts of GOD.

### **B.4. BASIC DAILY SUPPORT**

The duties of the placement employees shall include—but shall not be limited to—providing desktop, network, and server support for all problems and project calls to diagnose, upgrade, install, fix, adjust and conduct problem resolution during the hours of 8am to 5pm Monday through Friday. After hours support, particularly for the Police Department, Fire Department, and Public Works and Parks will be available on an on call basis.

**B.4.1.** Call-out support shall be available on a 24/7 basis with no more than a 2 hour response time on defined emergency situations.

**B.4.2.** On call support shall be available on a 24/7 basis for technical support at all times. Desktop Support Technicians will respond (call acknowledging assignment of call) to client/caller, resolution/diagnosis according to prioritization. Client/caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, but definitely by the end of the activity service day.

**B.4.3.** Desktop support technicians will give client the opportunity to test the system to resolution while they are present if at all possible. For long term problems, Client will be notified weekly of programs until resolved/closed.

**B.4.4.** Desktop support technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.

**B.4.5.** TE is expected to provide their own transportation between City sites during their support activities.

## **B.5. COMPUTER OPERATIONS**

City servers are expected to function 24 hours per day, with minimal unplanned service interruptions occurring between 8am and 5pm. Tasks to be completed under this agreement include:

- Review of all process logs for normal execution and performance
- Review security logs for unusual activity
- Perform backups, backup rotations and restore of all systems, servers, network equipment, maintain organized files and reports on all operation and network activity reports and records.
- Monitor and report status of servers and network
- Maintain process and operational documentation for the network
- Keep and maintain records on hardware assets: PCs, servers, network equipment; including: acquisition date, warranty date, maintenance agreement location, and maintenance repair contract number
- Maintain license and version information for all software on servers and PCs
- Ensure that all loaner laptops and PCs are up to date with all software updates and have basic office productivity software (MS Office, Adobe Reader, Web Browser).

## **B.6. NETWORK AND SYSTEMS SUPPORT**

The network is expected to be operational 24/7 days a week. Upgrades, testing, and non-critical repairs should be conducted outside of the city's standard work hours. "Network" is defined as City switches, hubs, routers, bridges, repeaters, and firewalls. Tasks to be completed under this agreement include:

- Development and safe keeping of a master cabling map listing for the City network. This list will remain the property of the City.
- Network and network device performance monitoring, diagnostics, and tuning
- Network and network device configuration and version updates to keep within two versions of current
- Network and network device configuration management and record keeping
- Network and network device server capacity monitoring and planning
- Network, network device and systems security administration and record keeping consisting with City policies
- Firewall monitoring for intrusion attempts, attacks, viruses, etc.
- Firewall and server configuration and version updates
- Network intrusion and anti-virus software management
- Coordination and cooperation with other City providers

## **B.7. INCIDENT REPORTING**

When a network or server (service) outage occurs, the City Representative must be provided a written report outlining the incident, the reason for the incident and steps to prevent the outage from occurring in the future. This report must be provided within 72 hours after the restoration of service.

## **B.8. PROJECT MANAGEMENT AND ADMINISTRATION**

TE shall be responsible for project management and basic administration with City Representative approval including—but not limited to—the following tasks:

- Preparation of all invoices for payment
- Researching new technologies
- Handling sales calls from vendors
- Day-to-day management of all subcontracted technology projects including access control, surveillance, networking, etc.
- Implementing new controls
- Coordination of projects with other departments/divisions such as Police and Facilities
- Acquisition of new hardware and software
- Training staff on technology

## **C. DUTIES & RESPONSIBILITIES OF CITY**

### **C.1. INFORMATION TO BE PROVIDED BY CITY:**

C.1.1. The CITY will provide all information necessary for TE to complete necessary work:

- (1) Access to all physical locations of IT equipment
- (2) Access to all software locations
- (3) Access to any information regarding current technology

C.1.2. The CITY will foster a regular and ongoing communication between TE, the TE placement employees, and the City Representative for the purpose of communication.

## **D. COMPENSATION**

### **D.1. TE COMPENSATION & FEES:**

The CITY agrees to compensate TE for professional services rendered under this Agreement for the contract price as specified below:

- \$128,200 per year for (1) Full-time Placement Employee (40 hours per week) and (1) Part-time Placement Employee (16 hours per week)
- \$71 per hour for additional IT support "as needed"

### **D.2. TERMS OF COMPENSATION:**

TE will submit monthly invoices for the placement employee to the City Representative. Invoices for hourly rate services shall be submitted to the City Representative upon completion of the scope of work defined and approved.

## **E. SPECIAL PROJECT WORK**

### **E.1 REQUIREMENTS OF HOURLY RATE WORK:**

The CITY may request TE to perform additional services in concert with, or independent of, the placement employee. Proposal shall be prepared in writing by TE. After review, the proposal shall be signed by the City Representative, as identified in 11.1 of this Agreement, and an authorized representative of TE. Such signed requests shall include (a) a description of the additional services to be performed and (b) the agreed upon price, or a "not to exceed" amount for such services. Any such requests signed by the City Representative or other authorized agent of CITY, shall be deemed authorized by the CITY and shall bind the CITY to its terms.

### **E.2. PAYMENT FOR HOURLY RATE WORK:**

Any such additional hourly rate work performed by TE shall be added and billed separately from other projects and placement employee work, in accordance with the "Response to RFP" as outlined in Exhibit B of this Agreement. TE will not commence any additional services for the CITY until written authorization has been given by CITY and approved by TE, as provided above.

## **F. INDEMNIFICATION AND INSURANCE**

### **F.1. INDEMNIFICATION:**

**F.1.1.** TE shall indemnify, defend and hold harmless the CITY from and against any claims, based upon infringement of any United States copyright trademark or patent. The CITY agrees to notify TE of any such claim promptly in writing. The CITY agrees to cooperate fully with TE during such proceedings. TE shall defend at its sole expense all proceedings arising out of the foregoing. In the event of such infringement, TE may replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement.

### **F.2. INSURANCE:**

TE shall, at TE's own expense: purchase, maintain and keep in force during the term of this Agreement (unless otherwise stated below) such insurance as set forth below. All insurance policies provided under this Agreement shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Agreement.

**F.2.1.** Worker's Compensation as required by law, Employers Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease—each employee, \$500,000.00 disease—policy limit.

**F.2.2.** Comprehensive general liability insurance protecting against claims for personal injury and property damage occurring in connection with the installation, operation, and maintenance of the equipment and services provided. TE agrees to name CITY as an additional insured and provide proof of the same to the CITY within thirty (30) days of the date of this Agreement. The amounts of the general liability insurance to be secured by TE shall at all times be in accordance with the maximum amounts contained in RSMo. 537.610, and as amended in the future. All policies of insurance provided for herein shall be issued by insurance companies, with the policyholder's rating of not less than B+ and a financial rating of not less than A-VIII as rated in the most current "Best's" insurance reports, and qualified to do business in the state of Missouri.

**F.2.3.** Professional Liability Insurance - \$1,000,000.00 Limit. Professional Liability insurance will be in force and shall apply to services performed by TE staff only. Professional Liability insurance shall not apply to third-party services or services of subcontractors.

**F.2.4.** All policies are to be written through companies duly approved to transact that class of insurance in the State of Missouri.

**F.2.5.** TE hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the CITY, it being the intention that the insurance policies shall protect all parties to the Contract and be the primary coverage for all losses covered by the policies.

## **G. TERMINATION**

### **G.1. TERMINATION OF AGREEMENT**

This Agreement may be terminated by the CITY at any time, with or without cause, upon written notice to TE. Termination shall be effective thirty (30) days from the date of the notice. In the event of termination by the CITY, the CITY shall pay TE for all services and materials provided to CITY pursuant to this Agreement up to and including the date of termination.

### **G.2. TRANSITION OF SERVICES**

Upon the incident of notice of termination, TE shall immediately provide any and all City owned property to the City and/or the City's new technology provider once notice is received. TE shall continue to work with the City and/or the City's technology provider until thirty (30) days from the date of the notice of termination.

### **G.3. COMMUNICATION OF NOTICE**

Termination notice shall be considered to be properly delivered if deposited in the United States mail in a sealed envelope, postage paid and addressed to the office of TE at the address stated in the proposal (or at such other office as TE may from time to time designate in writing to the City Representative). Any such notice shall be deemed to have been made 48 hours after mailing of that notice.



**H. OWNERSHIP OF DOCUMENTS**

**H.1. OWNERSHIP OF DOCUMENTS:**

All plans, specifications, reports, and other design documents prepared by TE pursuant to this Agreement shall become the property of CITY after their completion and delivery within the context of the Services.

**H.2. OWNERSHIP OF DATA:**

All CITY data shall remain the property of the City of University City.

**I. COMMUNICATION THROUGH THE CITY / TE DESIGNATED REPRESENTATIVES**

All communication relating to the placement employee or project status shall be exchanged between a designated representative of the CITY and a designated representative of TE as identified below.

**I.1. DESIGNATED CONTRACT REPRESENTATIVES:**

I.1.1. The designated representative of CITY and TE Systems is as follows:

City of University City Jared Agee 6801 Delmar Boulevard University City, MO 63130 Phone: 314-505-8514 <a href="mailto:jagee@ucitymo.org">jagee@ucitymo.org</a>	Tech Electronics, Inc. Safija Perotti 6437 Manchester Avenue Saint Louis, MO 63139 Phone: 314-951-7714 <a href="mailto:safija.perotti@techelectronics.com">safija.perotti@techelectronics.com</a>
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I.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written 10-day notice shall be given to the other party prior to the effective date of change.

**J. MISCELLANEOUS GENERAL PROVISIONS**

**J.1. LICENSES:**

TE shall obtain and maintain all business licenses as may be required by law.

**J.2. STATUS OF TE AS CONSULTANT:**

Throughout the term of this Agreement, TE, its employees, subcontractors, consultants, and agents shall be considered as independent contractor(s). Nothing in this Agreement shall be interpreted to imply an employee-employer relationship between the CITY and TE.

**J.3. ATTORNEY'S FEES:**

In the event that any legal proceeding is instituted by either TE or the CITY to enforce the terms of this Agreement or to determine the rights of TE or CITY, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

**J.4. APPLICABLE LAW:**

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Missouri. Venue for the enforcement of this agreement shall lie exclusively in the County of Saint Louis, State of Missouri.

TE shall at all times observe and comply with all federal, state and local laws, ordinances, orders, decrees, and regulations existing or enacted subsequent to the execution of the contract, which in any manner affect the prosecution of the work. This includes strict adherence to all federal, state, local, and other jurisdictional laws and regulations outlined in the RFP and all other Contract Documents. TE and its surety shall indemnify, save and hold harmless the City and all of its officers, engineers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its employees, or its sub-contractors.

Once this contract is executed, the TE placement employee shall meet with City Human Resources (HR) to review City policies regarding technology usage, sexual harassment, etc. The placement employee shall sign that the employee has received, read, and understands the information. As the onsite representative of TE, it is the

responsibility of the placement employee to ensure all TE employees comply with these City policies. Any and all infractions or questionable behavior is to be reported immediately to HR or the City Representative.

All unresolved claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall, if necessary, be litigated in the Circuit Court of Saint Louis County, Missouri. All parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

**J.5. PATENTED DEVICES, MATERIALS, AND PROCESSES:**

If TE is required or desires to use any design, device, material or process covered by letters patent or copyright, TE shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement shall be filed with the City Clerk. If no such agreement is made or filed, TE shall indemnify and save and hold harmless the City from any and all suits, costs, penalties or claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright in connection with the work agreed to be performed under the contract. TE shall indemnify the City for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution, or after completion of the work.

**J.6. RESPONSIBILITIES OF DAMAGE CLAIMS:**

TE shall be responsible for suits, actions, or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person, persons, or property, by or from TE, or by or on account of any act or omission, neglect, or misconduct of TE, or by or on account of any claims or amounts recovered for any infringement or patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workmen's Compensation Law, or any other law, ordinance, order or decree.

**J.7. NON-DISCRIMINATION AGREEMENT:**

TE agrees not to discriminate on the grounds of or because of sexual orientation, act, creed, color, national origin, ancestry, or religion or lack thereof, against any employee of, or applicant for employment with, TE. TE agrees to include a similar provision to the above in all sub-contracts, let or awarded under this contract.

**J.8. BINDING ON SUCCESSORS:**

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**J.9. DUE AUTHORITY:**

The CITY represents and warrants that the person executing this Agreement on behalf of the CITY is an agent of the CITY and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by the CITY to execute this Agreement on behalf of the CITY.

TE represents and warrants that the person executing this Agreement on behalf of TE is an agent of TE and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by TE to execute this Agreement on behalf of TE.

**J.10 SERVICES WARRANTY:**

TE warrants that the services provided hereunder shall be executed in a correct and competent manner consistent with the professional standards of the industry. Any error or defect in the services provided hereunder shall be corrected by TE at no additional cost to the CITY.

**J.11 COMMUNICATIONS:**

Any notice to or demand upon TE shall be considered to be properly delivered if deposited in the United States mail in a sealed envelope, postage paid and addressed to the office of TE at the address stated in the proposal (or such other office as TE may from time to time designate in writing to the City Representative). Any such notice shall be deemed to have been made 48 hours after mailing of that notice.

**J.12. ENTIRE AGREEMENT:**

This Agreement contains the entire understanding and agreement between TE and the CITY. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document

incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both TE and the CITY.

**J.13. AGREEMENT AS OFFER:**

This Agreement shall be valid only if it is signed by both the CITY and TE, and a signed original has been received by both parties on or before December 1, 2011.

City of University City ("the City")  Waller 8/29/14 Date Lehman Walker, City Manager	Tech Electronics, Inc. ("TE")  [Signature] 8/22/14 Date Tech Electronics
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**EXHIBIT A**

**Request for Proposal (RFP)  
Information Technology Services**



## Council Agenda Item Cover

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**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** Kingsland Bridge Reconstruction – Change Orders #1 & #2

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

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

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**BACKGROUND:** On November 21, 2018 the City opened bids for the Kingsland Avenue Bridge Reconstruction. City staff recommended an award to Raineri Construction, in the amount of \$1,545,379.75. Due to the nature of this project being a Federal-aid grant (72%/28% split) the bid was reviewed and approved by MoDOT and City Council subsequently approved the construction contract award for the project. The funding for the project was budgeted under the 12-Capital Improvement Sales Tax Fund, 8040-Bridge Improvement account.

The Kingsland Avenue Bridge Reconstruction Project includes the replacement of several sections of its superstructure along Kingsland Avenue. In the construction phase, the below change orders were submitted to be included in the project, which adds additional scope and quantities to the project cost:

1. Change Order #1: Due to the need for additional reinforcing steel and saw cutting the change order was presented in the amount of \$24,905.25 and verified by staff,
2. Change Order #2: Due to the need to add concrete pavement repairs on adjacent pavement sections to the bridge structure the change order was presented in the amount of \$18,259.45 to repair the faulted or voided sections of pavement and verified by staff.

The total funding amount of \$43,164.70 required for performance of the work outlined in the above change orders #1 and #2 is proposed to come from the 12-Capital Improvement Sales Tax Fund Reserve. Due to the Federal-aid grant budget amount having been reached previously, the change orders are approved as of the type Federal non-participating.

**RECOMMENDATION:**

City Manager recommends that the Change Orders #1 and #2 as submitted by Raineri Construction Company in the total amount of \$43,164.70 be approved.

**ATTACHMENTS:** Draft Change Orders #1 and #2





Item 10: Summary of Quantities on Sheet T-004 and the Itemized Bid Form indicate 201 LF of Sawcut. Sheet T-004 indicates this quantity occurs between Sta. 11+40 and 14+55 (Sheet C-102). Upon further review, we note that General Note 2 on Sheets C-102, C-103 and C-104 states "All sections of pavement to be removed shall be sawcut to install proposed improvements." Sawcut is not required between edges of existing pavement and existing curb & gutter. However, sawcut is required (unless coincident with a pavement joint) at the limits of the pavement removal adjacent to all sections of superstructure removal. Based on the Typical Sections shown on Sheet C-301, there is an estimated 7'-0" (3'-9" + 3'-3") of Sawcut required along the two interfaces between the pavement removal and the superstructure removal for a total of 14 LF per Superstructure Replacement section. The current quantity of 201 LF of Sawcut only covers the sawcut adjacent to superstructure removal at Sections A1 and A2, but failed to include the additional 7' of Sawcut at the interface of Sections A2 and 1. It was also noted that additional Sawcut should have been included to cover the pavement removal at Superstructure Replacement Sections (B thru M). Superstructure Replacement Section N (Alley Bridge) does not require sawcut because pavement replacement was extended to existing pavement joints. Therefore, the Summary of Quantities shown on Sheet T-004 and on the Itemized Bid Form should be corrected as follows:

- Total Sawcut = 376 LF (Sheet C-102 = 250 LF, Sheet C-103 = 112 LF, Sheet C-104 = 14 LF).

Item 30: Summary of Quantities on Sheet T-004 and the Itemized Bid Form indicate 26,900 lbs Reinforcing Steel (Epoxy Coated). The quantity of Reinforcing Steel (Epoxy Coated) for each superstructure replacement section is shown in the individual Estimated Quantities for Slab tables on Sheets B-108 (14,800 lbs), B-109 (6,220 lbs), B-110 (990 lbs), B-111 (1,420 lbs), B-112 (900 lbs), B-113 (790 lbs), B-114 (790 lbs), B-115 (990 lbs), B-116 (1,510 lbs), B-117 (5,020 lbs), B-118 (790 lbs), B-119 (2,880 lbs), B-120 (1,000 lbs), B-121 (910 lbs), and B-122 (1,070 lbs) for a Total of 40,080 lbs. Reinforcement shown in Bill of Reinforcement on Sheet B-129 is included in the contract unit price for Barrier Curb Type D as noted.

- Total Reinforcing Steel (Epoxy Coated) = 40,080 lbs





Item 1: Upon removal of the concrete pavement and bridge solid slab within the Etzel Road intersection, the concrete pavement that was to remain in place settled due to a void under the slab. This was typical on both sides of the intersection.

Item 3: See Item 1.

Item 6: See Item 1.

Item 10: See Item 1.

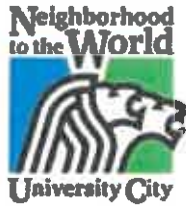
Item 13: During the plan preparation, it was assumed that the quantity for Coldmilling Bituminous Pavement for Removal of Surfacing was 3 inches thick or less. During the coldmilling of the bituminous pavement, it was found that only approximately 60% of the quantity had a thickness of 3 inch thick or less. The remainder of the quantity had a thickness greater than 3 inches.

Item 30: The existing reinforcing steel in the center wall for Section A1/A2 appears to be in poor condition to the point that, during the removal of the bridge solid slab, the reinforcing steel either broke off or was bent beyond being able to straighten in order to incorporate into the new construction. Reinforcing steel, anchored with a resin anchor system, were added to tie the new construction with the existing.

Item 31: This item has been added to account for the Coldmilling Bituminous Pavement for Removal of Surfacing with a thickness greater than 3 inches. See Item 13

Item 32: This item has been added to cover the resin anchor system needed to bond the additional reinforcing steel into the existing center wall concrete. See Item 30.

Item 1, 3, 6 & 10: The amount of overrun for each of these items on this change order are outside of the project limits and are considered non-participatory.



## City Manager's Report Agenda Item Cover

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**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** Picnic Liquor License for Midwest Association of Farmers Markets

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

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

**BACKGROUND REVIEW:** Midwest Association of Farmers Markets has applied for a picnic liquor license; type of liquor to be sold is beer and wine. The applicant/representative for the above organization is Deborah Henderson, Executive Director.

- The events are scheduled to take place Saturday, September 1<sup>st</sup> and Saturday, October 20, 2018 at Midtown Farmers Market, 6655 Delmar Blvd., University City.
- St. Louis County Police revealed no disqualifying information.

**ATTACHMENTS:** Application and background check

**RECOMMENDATION:** The City Manager is recommending approval





**Administrative Services  
Finance Department**

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 883-0921

**APPLICATION FOR PICNIC LICENSE**

Under the provision of ordinance 600.909 of the Municipal Code of University City, I hereby make application for a liquor license to sell intoxicating Liquoy by the Drink at retail on the date specified below. The filing fee in the amount of \$25.00 made out to the City of University City is attached.

Name of Applicant: Deborah Henderson

Applicant Address: 6124 Victoria Ave, St Louis, MO 63139

Telephone Number: 314-913-6632

Organization Name: Midwest Assoc of Farmers Market

Organization Address: PO Box 440340, St Louis, MO 63144

Date of Event: September 1, 2018

Location of Event: 6655 Delmar Blvd (Midtown Fms Mkt)

Type of Liquor to be sold: Beer and Wine

Deborah Henderson  
Signature of Applicant

August 20, 2018  
Date

-----  
**APPROVAL**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date



# Saint Louis COUNTY POLICE

Colonel Jon M. Belmar  
Chief of Police  
7900 Forsyth Boulevard  
St. Louis, Missouri 63105  
Voice/TTY (314) 889-2341

**BUREAU OF CENTRAL POLICE RECORDS - (314) 615-5317**  
**ARREST RECORD INFORMATION**

**RECORD CHECK INFORMATION REFLECTS ARREST/CRIMINAL INFORMATION FOR  
ST. LOUIS CITY AND ST. LOUIS COUNTY ONLY  
DOES NOT INCLUDE TRAFFIC VIOLATION INFORMATION  
RECORD CHECK APPLICATIONS WILL NOT BE ACCEPTED BY FAX**

**SECTION A: MUST BE COMPLETED PERSONALLY BY INDIVIDUAL REQUESTING RECORD CHECK**

NAME Deborah Henderson  
ADDRESS: 6124 Victoria Ave  
CITY St. Louis STATE MO ZIP 63139  
SOCIAL SECURITY # \_\_\_\_\_

RACE C SEX F HT 5'4" WT 135  
DATE OF BIRTH \_\_\_\_\_  
PLACE OF BIRTH St. Louis

THIS INFORMATION IS CURRENT AS OF Aug. 21, 2018 BUT MAY NOT FULLY REFLECT DISPOSITIONS INSTITUTED THEREAFTER IN THE JUDICIAL PROCESS OR DURING JUDICIAL REVIEW.

I authorize the St. Louis County Police Department to release arrest/conviction information concerning myself which is on file at the Regional Justice Information Service in compliance with Chapter 610, Revised Missouri Statutes. I further understand that I am required to provide satisfactory verification of my identity prior to release of this information and that I am subject to a fee in accordance with County ordinance. The intent of the record check is for:

- St. Louis City and St. Louis County arrest/conviction information - OPEN RECORDS ONLY
- Record challenge (St. Louis County arrest/conviction information - BOTH OPEN AND CLOSED RECORDS)
- Child care and nursing home employment

**OFFICIAL NOTICE OF DISCLAIMER**

THE RECORD INFORMATION SHOWN ON THIS FORM INCLUDES OPEN ARREST INFORMATION AND CERTAIN CLOSED INFORMATION WITHIN ST. LOUIS COUNTY AS DEFINED BY MISSOURI STATE STATUTE. THIS **INCLUDES** ARRESTS AND CONVICTION INFORMATION WITHIN ST. LOUIS COUNTY AS WELL AS CONVICTION INFORMATION **ONLY** FOR ST. LOUIS CITY. The information provided is based on comparison of our records with the name, race, sex, age, date of birth and social security number provided by the applicant and, to the best of our knowledge, the information provided belongs to the applicant. Since the only positive means of identification is through fingerprinting and fingerprinting was not part of this record check, the Police Department cannot state unequivocally the record belongs to the applicant.

Signature *Deborah Henderson*

Aug 21, 2018  
Date of request

**SEE REVERSE SIDE FOR ARREST RECORD INFORMATION**



"Committed to Our Citizens Through Neighborhood Policing"





**Administrative Services  
Finance Department**

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

**APPLICATION FOR PICNIC LICENSE**

Under the provision of ordinance 600.909 of the Municipal Code of University City, I hereby make application for a liquor license to sell Intoxicating Liquoy by the Drink at retail on the date specified below. The filing fee in the amount of \$25.00 made out to the City of University City is attached.

Name of Applicant: Deborah Henderson

Applicant Address: 6124 Victoria Ave

Telephone Number: 314-913-6632

Organization Name: Midwest Assoc of Farmers Markets

Organization Address: PO Box 440340, St Louis, MO 63144

Date of Event: October 20, 2018

Location of Event: 6655 Delmar Blvd, Midtown Farmers Market

Type of Liquor to be sold: Beer and Wine

Deborah Henderson  
Signature of Applicant

Aug 20, 2018  
Date

**APPROVAL**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date





# Saint Louis COUNTY POLICE

Colonel Jon M. Belmar  
Chief of Police  
7900 Forsyth Boulevard  
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Signature *Deborah Henderson*

Aug 21, 2018  
Date of request

**SEE REVERSE SIDE FOR ARREST RECORD INFORMATION**



"Committed to Our Citizens Through Neighborhood Policing"





## **Council Agenda Item Cover**

**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** Policing Strategy & Fire Department (Drones)

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

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

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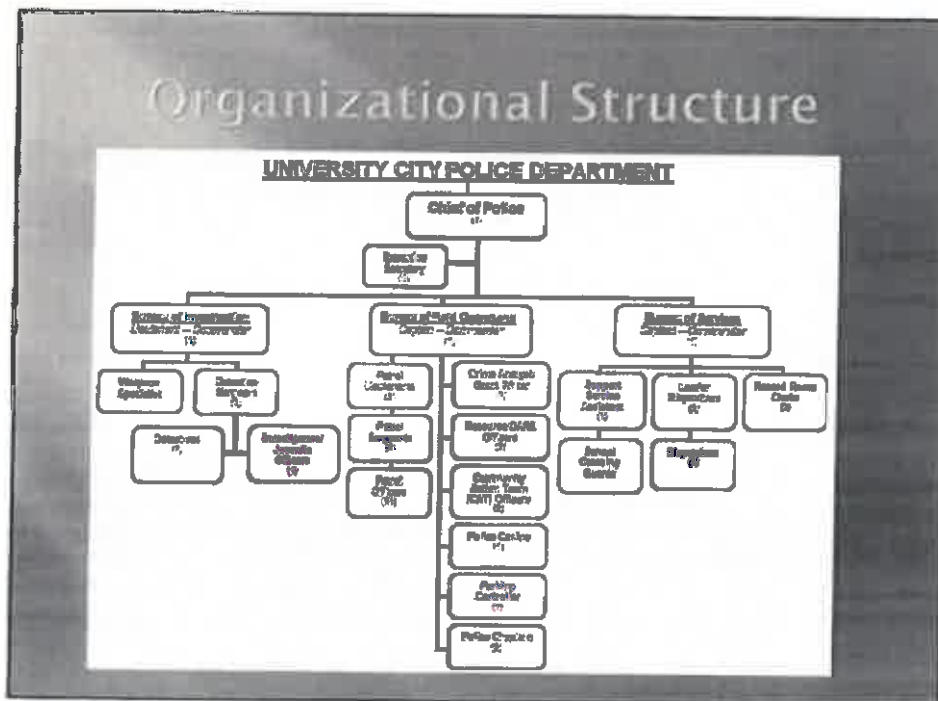
**BACKGROUND REVIEW:**

PRESENTATION ONLY – POLICING STRATEGY

**ATTACHMENTS:**

Policing Strategy Handout Slides





## Personnel

2018 - Budgeted 79 officers

- Current staffing of 70 Officers, 1 recruit currently in the St. Louis County Police Academy. Currently need to hire 8 officers.

2017 - Budgeted 79 officers

2016 - Budgeted 79 officers

2015 - Budgeted 79 officers

2014 - Budgeted 79 officers

2013 - Budgeted 76 officers

2012 - Budgeted 76 officers

2011 - Budgeted 76 officers

2010 - Budgeted 76 officers \*COPS grant

\*COPS grant covered 4 officers from 2012-2015 to maintain ratio primary job positions.  
\*Application for 2018 and 2019 COPS grant covering 4 officers.

## Calls for Service

January 1, 2016 <sup>(to)</sup> December 2017

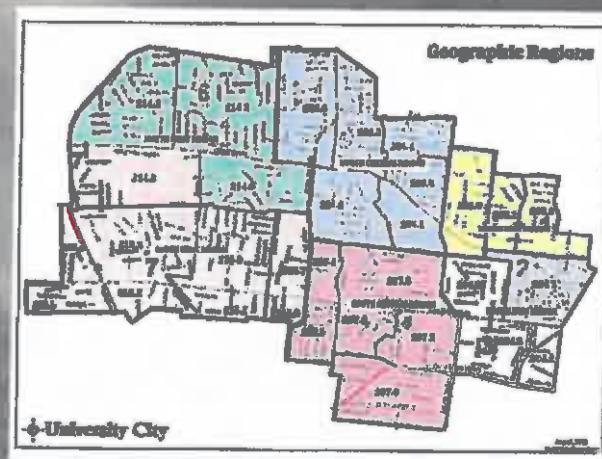
### Total Calls Emergency/Non-Emergency Calls

2017	46,529
2016	45,284
<b>Total</b>	<b>98,803</b>

## Primary Demands

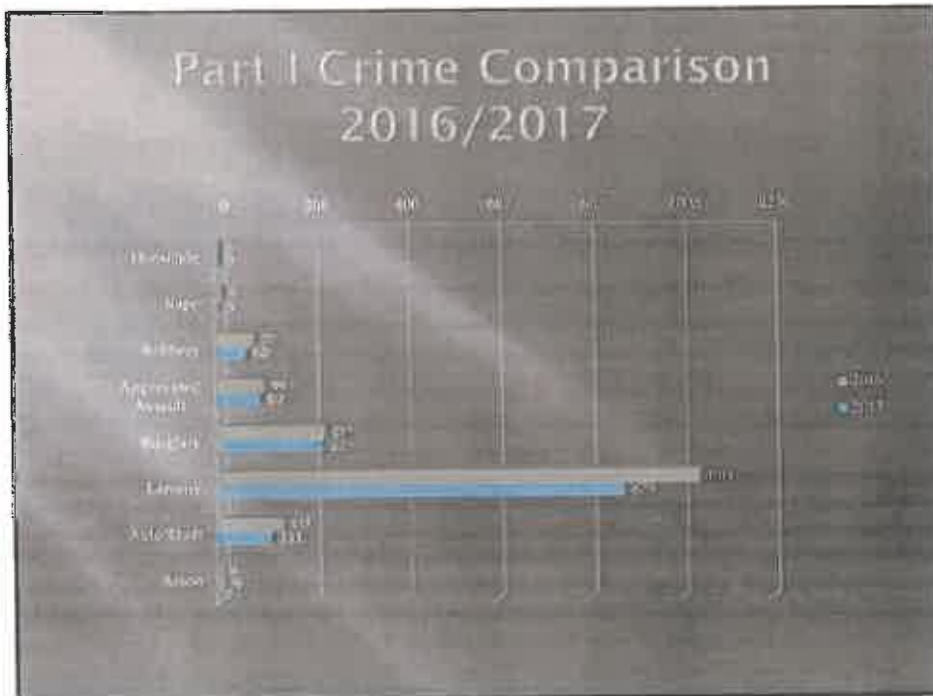
24-hour, 7-day operation  
(Really 25 hours and 8 days a week with heat, rain,  
snow or sleet)  
Patrols and CrimeSuppressions  
Neighborhoods/Streets/Businesses/Schools  
Traffic Controls  
Special Patrols - Loop, Parks, Special Events, and  
"Hot Spot Policing" activities.  
Miscellaneous Assignments

## Geographic Regions



### Part I Crime Comparison 2016/2017

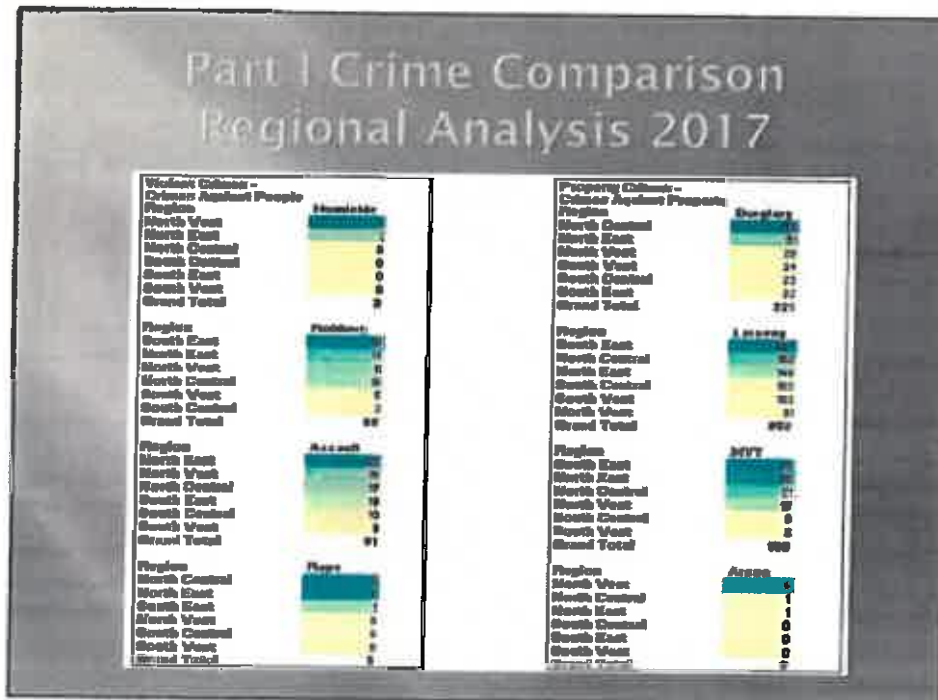
Crime	Annual Report 2017	Annual Report 2016	Percent Change
Homicide	3	3	0%
Kidn	3	9	-67%
Stolen	60	77	-22%
Aggravated Assault	99	99	-10%
<b>TOTAL CHARGES AGAINST PERSONS</b>	<b>158</b>	<b>188</b>	<b>-18%</b>
Domestic	225	230	-2%
Family	879	1044	-15%
Auto Theft	111	127	-19%
Armed	4	6	50%
<b>TOTAL CHARGES AGAINST PROPERTY</b>	<b>1224</b>	<b>1417</b>	<b>-14%</b>
<b>GRAND TOTAL</b>	<b>1379</b>	<b>1605</b>	<b>-14%</b>





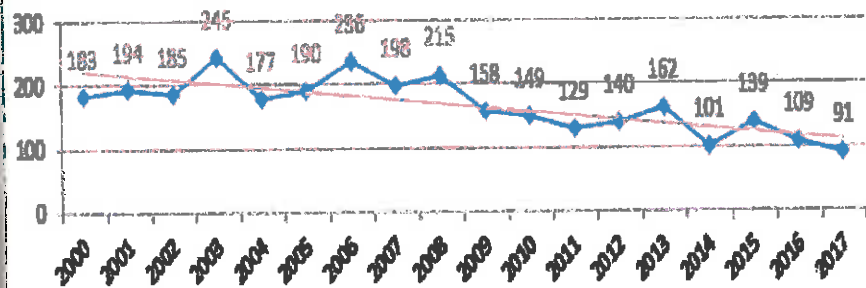
### Part I Crime Comparison Regional Analysis 2017

Region	South East	South West	North East	North West	Central	North Central	South Central	North Central	South Central	Grand Total
South East	23	0	1	0	13	227	28	22	18	308
Central	5	0	2	1	17	182	21	73	10	306
North East	1	1	2	1	27	146	26	51	15	287
South West	6	2	0	6	18	81	17	28	11	173
North Central	4	0	0	0	10	108	4	29	3	148
South West	7	0	0	0	6	103	8	24	5	146
<b>Grand Total</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>7</b>	<b>91</b>	<b>852</b>	<b>100</b>	<b>221</b>	<b>60</b>	<b>1240</b>



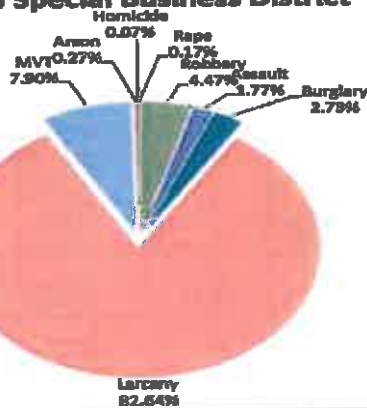
Total Part I Crimes in Loop Business District 2000-2017

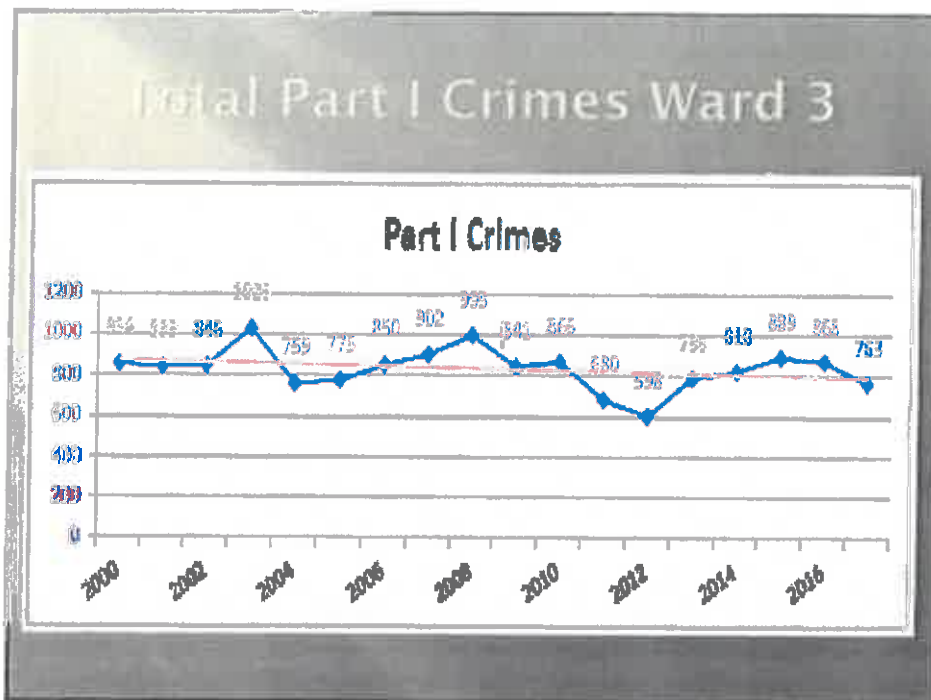
Total Part I Crimes in Loop Special Business District



Total Part I Crimes in Loop Business District 2000-2017

Incident Type as a Percentage of Overall Crime in Loop Special Business District





### UCPD SWOT Analysis Strengths, Weakness,

<p><b>Strengths</b></p> <ul style="list-style-type: none"> <li>Employee and Staff: Professional and striving towards excellence.</li> <li>Quick response time to incidents.</li> <li>Community Oriented Policing.</li> </ul>	<p><b>Weaknesses</b></p> <ul style="list-style-type: none"> <li>Staffing: increasing staffing by 20 percent</li> <li>Officer Retention</li> <li>Infrastructure-Permanent Police Facility</li> </ul>
<p><b>Opportunities</b></p> <ul style="list-style-type: none"> <li>Development of a Anti-Crime Initiative Program.</li> <li>UCPD Citizens Academy</li> <li>Sponsorships through the St. Louis County Municipal Police Academy.</li> <li>Collaboration-St. Louis County Police Multi-Jurisdictional Drug Task Force.</li> </ul>	<p><b>Threats</b></p> <ul style="list-style-type: none"> <li>Reduction in staffing due to attrition.</li> <li>Reduction in grants and funding</li> <li>Reduction in Public Safety services surrounding Univ. City.</li> </ul>

## Comparison with Comparable Cities

**KATY TOWN MO**  
POP: 29,261

• **2016 Part I offenses**

Ex. Burglary - 230

Auto Thefts - 129

Total Part I Offenses - 1,584

**FLORISSANT MO**  
POP: 51,776

• **2016 Part I offenses**

Ex. Burglary - 183

Auto Theft - 118

Total Part I offenses - 1,293

\*NAACP Community Watch - 2016 Crime Report  
http://www.naacp.org/press/2017/01/03/2016-crime-report/

## University City Police Facility



The University City Police Department currently operates from a 20,000 square foot temporary modular structure that was constructed in 2016. A key objective is to obtain a permanent, state-of-the-art police facility to effectively and efficient operate the current and growing needs of the Police Department.

## Certification through the Missouri Police Chiefs Association



### State Certification Program

The Missouri Police Chiefs Charitable Foundation created the first and only Missouri-based Law Enforcement Agency Certification Program.

The University City Police Department began the certification process in 2016.

## Strategic Plan

### Anti-Crime Initiative

The University City Police Department's Anti-Crime Initiative program will allow the Police Department to improve methods of preventing crime, the fear of crime, increase police visibility, and continued the efforts to develop a cohesive partnership with residents. In keeping with the core elements of the Department's community policing strategy, the Anti-Crime initiative brings together law enforcement, community residents, stakeholders, other City Departments and sister agencies to develop, implement and report on comprehensive, multi-faceted strategies, including but not limited to CPTED (Crime Prevention Through Environmental Design), to prevent and reduce the most prevalent violent crime problems in the target neighborhoods.

## 6 Pillars of the President's Task Force on 21st Century Policing.

- ◆ First Pillar: Build Trust and Legitimacy.
- ◆ Second Pillar: Policy and Oversight.
- ◆ Third Pillar: Technology and Social Media.
- ◆ Fourth Pillar: Community Policing and Crime Reduction.
- ◆ Fifth Pillar: Training and Education.
- ◆ Sixth Pillar: Officer Wellness and Safety.

### First Pillar: Build Trust

Working Together - Police, Partnering with the Community (PACT)

Through the Police, Partnering with the Community (PACT) process, you have the chance to raise any issues or concerns you have in your area to your police department.



## 1<sup>st</sup> and 2<sup>nd</sup> Pillars: Build Trust, Policy and Oversight

### Working Together - Police, Partnering with the Community (PACT)

#### What PACT will do

- ☐ Engage with the community
- ☐ Set local priorities
- ☐ Work together and take action
- ☐ Focused Deterrence
- ☐ Provide feedback

## PACT

### How to get involved

There are a number of ways to get involved. Team to talk about any issues or concerns you have, to have your say on local policing and community safety priorities and to get involved in tackling the issues.

- Crime Prevention Meetings
- Police Focus Group Meeting
- Citizens Police Academy
- Volunteers in Police Service Program
- Online Crime Submission
- Neighborhood Watch Programs
- Community Camera Program

## UNIVERSITY CITY CHAPLAINS PROGRAM

The Chaplains Program creates a partnership with various faith-based leaders of the community to extend and assist police and other law enforcement agencies throughout the city in their ability to the citizens of the city and communities. The goal is to have faith leaders and police and other working together during times of crisis to ensure that a compassionate response will be given to those in need.



Reverend Alberta Smith      Rabbi Hershey Sorensen

## Community Outreach

- ▣ Hate Crime Panel Discussion
- ▣ Kickball with Jackson Park Elementary
- ▣ 2017 Toy Giveaway
- ▣ Prom Sponsorship
- ▣ Coffee with Cop
- ▣ Prescription Pill Drop Off
- ▣ Collaborations with University City High School





## Coffee With a Cop



**July 21, 2017**  
8 am - 10 am

**McDonald's**  
6127 Olive  
University City

*Join your neighbors and representatives from the University City Police Department and City Council for a free cup of coffee and conversation.*

*No agenda or speeches, just a chance to ask questions, share thoughts, voice concerns and get to know your City Officials and the Officers in your neighborhood.*



University City Police Department  
and McDonald's



## Training and Education

It is the goal of the administration that University City Police Officers are the best trained and best equipped officers in the area.

Training must be relevant and effective to meet the needs of our diverse community.

## University City Police Department Training Summary

### POST CERTIFIED TRAINING HOURS

Course Count:	689
Course Hours:	2166*
Legal Studies:	153.30
Interpersonal Perspectives:	232.50
Theoretical Studies:	358
Skills Development:	477
Firearms:	236
Racial Profiling:	86
Officer Well-Being:	214.50
Fair & Impartial Policing:	327
Mental Health &	
Cognitive Impairment:	395.50
Tactical Training:	470.50

\* Course Hours include training received that is not POST certified

## Virta Training

UCPD Officers completed several hours of virtual reality training at the St. Louis County Municipal Police Academy.

The V-300™ is the higher standard for decision-making, simulation and tactical firearms training. Five screens and a 300-degree immersive training environment ensures that time in the simulator translates into real world survival skills.



## Officer Wellness and Safety

The Police Department realizes that health and wellness issues are important to its employees. It is the policy of this Department to assist employees in maintaining a level of fitness that will permit them to efficiently and effectively carry out their job duties.

- The Police Department offers the following:
- Wellness articles
- Periodic free health screenings
- Confidential Employee Assistance Programs
- On duty workout time (15-20 minutes)
- Therapy Dogs LLC



## Crime Reduction and Community Policing

### Methods

Collaboration with the Multi-Jurisdictional Task Forces to target high crime areas.

Crime Prevention Through Environmental Design (CPTED).

Implementation of Community Action Team, Special Operations Unit and Canine Division.

## Crime Reduction

Collaboration with the Multi-Jurisdictional Task Forces to target high crime areas:

- St. Louis County Drug Task Force
- St. Louis Auto Theft Task Force
- St. Louis City Carjacking Task Force
- Mid-County Criminal Exchange Group
- Missouri Police Chiefs Association
- St. Louis Area Police Chiefs Association

## Juvenile Diversion Program

A collaborative effort with the St. Louis County Family Court. The pilot program is an effort to divert youth who commit low level offenses from further penetrating the juvenile justice system by allowing community members to hold youth accountable and provide appropriate interventions.

The juvenile and their parents would appear before a panel of four to six volunteers. Committee members would warn and counsel the juvenile about their behavior to deter them from further court involvement. This is a form of juvenile restorative principles.

## Implementation of Community Action Team, Special Operations Unit and Canine Unit

The Community Action Team (CAT) uses a two-pronged approach in responding to the concerns of citizens in the City.

- The first approach is directed patrol which uses uniformed CAT officers to respond in the high crime areas of the City or areas that are experiencing specific problems. This gives a greater police presence in these areas (hotspot patrolling) which helps prevent crime and increases the chances of catching criminals. This approach gives the platoon commander more flexibility in responding to crime trends in the precinct ranging from speeding cars, burglaries in a neighborhood, and drug dealing on a street corner, without affecting services to the community.
- The second approach uses the expertise of the CAT Team's "plain clothes"/ undercover officers to respond to prevent drug problems. This approach can be very effective because officers work closely with the community receiving complaints about drug houses and drug dealing. The CAT Team also investigates disorderly houses and illegal liquor and cigarette sales.

## Implementation of Community Action Team, Special Operations Unit and Canine Unit

**Special Operations Unit-**The Special Operations Unit establishes a highly visible enforcement profile in an effort to prevent criminal activities along the business corridors of the City.

- The SOU will consist of the following (2) units:
  - **Bike and Business Patrol Unit-** Bike and Business patrol units offer a high-visibility, proactive community policing presence. The officers will focus their policing efforts on to the business corridors of the city. Bike and Business officers can meet with local business owners, clergy, citizens and other stakeholders in the community.
  - **Traffic and Code Enforcement Unit (12 officers)-** The goal of the Traffic Unit includes serving the community by enforcing motor vehicle traffic laws as well as reducing the number and severity of accidents within our community. This includes educational outreach and interventions relating to traffic and pedestrian safety. Most of the current enforcement programs are a direct response to community complaints regarding speeding and other violations. The ultimate goal includes reducing traffic fatalities, the morose bicyclists and pedestrians. Examples include: roadway and DWI Enforcement efforts.



## UCPD CANINE UNIT

Union City Police Department's Canine Unit (3 men) is a valuable resource utilized by UCPD personnel. A canine team consists of an on-duty canine police officer and his assigned Department canine dog. The team is available for assignments 24-hours per day. Canine team duties include conducting building searches for hidden offenders, locating missing persons, tracking suspects who have fled the scene of a crime, performing article searches, detecting narcotics or explosives, and conducting public service canine demonstrations. Second Canine is a puppy right now and in early stages of training.



## Staffing

### Staffing Goals

Hire 8-10 new police officers a year for the next 2-3 years. This will combat the attrition rate of 2-4 officers per year and help fulfill our current and future staffing goals.

Hiring will include a full-time Victim Services Ambassador to assist with our part-time Victim Advocate.

*The department is completing a strategic restructuring to prioritize core services and ensure the services provided are efficient and effective. By reallocating positions within the department we have developed a new organizational structure reflective of our current and future staffing levels.*

Future Staffing Goal of 92-96 Commissioned Officers.  
COPS Grant applied for last 2 years.

## Policing through Environmental Design



Basic principles of CPTED include target hardening (controlling access to neighborhoods and buildings and conducting surveillance on specific areas to reduce opportunities for crime to occur) and territorial reinforcement (increasing the sense of security in settings where people live and work through activities that encourage informal control of the environment).

## Policing through Environmental Design

How will we address current and future issues?

Both CPTED and community policing rely on partnerships with community, government, educational, and social agencies in order to implement crime prevention strategies. Both programs also use the SARA problem-solving model as a key part of their approach.

- Scanning – Identify the problem.
- Analysis – Study the problem and identify possible solutions.
- Response – Implement a custom designed response.
- Assessment – Evaluate the action taken.

## Policing with Technology

Police technology can cover a number of different innovations and advances in policing in recent decades. Some of these technologies, such as computerized crime mapping, acoustic gunshot location systems, robotic and drone have been important in advancing effective strategies such as hot spot policing.

## Policing with Technology

**Body-Worn and In-car cameras** -Body worn cameras have quickly become a prominent part of discussions about police reform.

**GPS**- Global positioning devices enhance officer safety by broadcasting the locations of police fleet vehicles.

**Gunshot Detection Technology** - Acoustic gunshot location systems are designed to quickly locate the location of a gunshot after shots are fired and then alert police about the gunfire. The idea is that police could more quickly respond to gunfire incidents to make arrests and the systems could potentially act as a deterrent to gunfire as the risk of detection increases.

**License Plate Readers (LPR)** - License plate readers (Mobile and stationary) take images of vehicle license plates and compare them to a database of information on vehicles associated with particular crimes and offenders.

**Handheld Fingerprint Scanners** - Police officers are now able to use portable, handheld scanners to instantly fingerprint and identify persons with criminal records.



## Policing with Technology

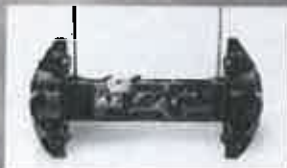
**Hit Car** A hit car, also called a decoy car, hot car or trap car, is a vehicle used by law enforcement agencies to capture car thieves or criminals who steal high-profile cars. The vehicles are equipped with audio/video surveillance technology, which can be remotely monitored and controlled. These set up to catch criminals may include GPS tracking.



## Policing with Technology

### *Robotics-Reconnaissance Robot*

*Throwbot* is a dumbbell-shaped bot that can be thrown into situations too dangerous for humans and can transmit audio and video back to the operator. Other models equipped for surveillance and bomb disposal are the *PackBot* – a small, nimble robot that can be equipped with a variety of sensors. Pricing for Recon Scout units, which includes the unit itself, CCU, a bench charging system, tether, and pelican case, starts at \$7,500 for the base *Throwbot*. Prices top out at around \$13,000 for the XT.

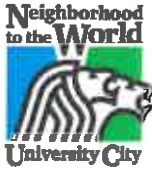


## Policing with Technology

### *Unmanned Aerial Vehicles (drones)*

The technology may enhance the ability of police to do surveillance work versus helicopters or other more traditional approaches. Drones are a transformative technology, truly enhancing how first responders carry out missions.





## Council Agenda Item Cover

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**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** 6600 Block Kingsbury Blvd. – Residential Permit Parking Area

**AGENDA SECTION:** Unfinished Business

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

---

### **BACKGROUND REVIEW:**

The Traffic Commission reviewed a petition to create a Residential Permit Parking Area in the 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

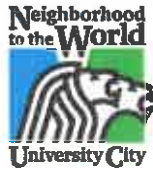
\_\_\_\_\_  
MAYOR

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

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#### **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

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**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** Westgate Ave Improvements – Surface Transportation Program: Enabling Ordinance and Program Agreement

**AGENDA SECTION:** Unfinished 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:

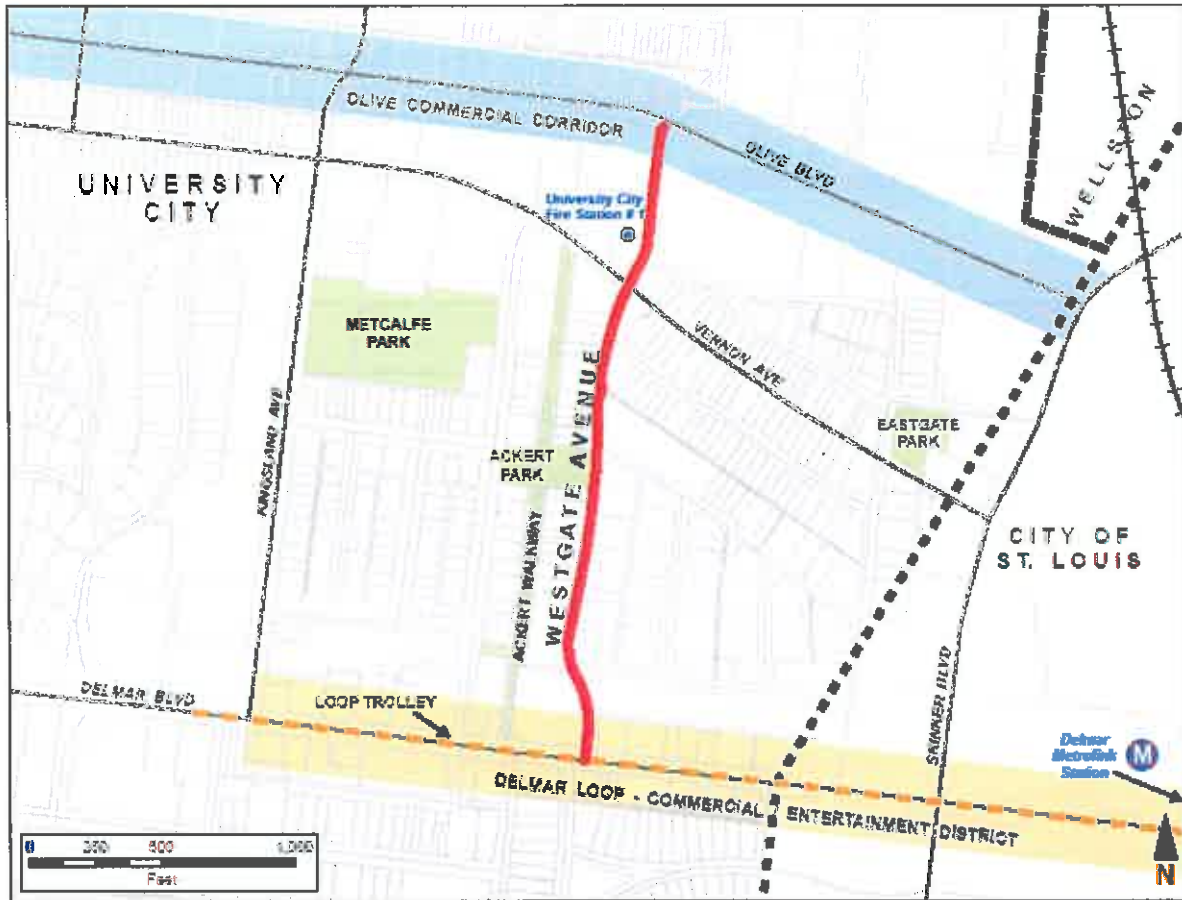
\_\_\_\_\_  
Commission Counsel

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 <sup>1</sup>	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) <sup>2</sup>	10/2019	11/2019	1.0
Right-of-Way Acquisition	12/2019	05/2020	6.0
Utility Coordination	12/2019	05/2020	6.0
Develop and Submit PS&E	06/2020	08/2020	3.0
District Approval of PS&E/Advertise for Bids <sup>3</sup>	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.

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## 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.

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#### 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.

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#### 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.

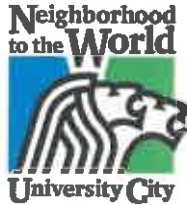
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates 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 27, 2018

**AGENDA ITEM TITLE:** *Amended* - 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:** Unfinished Business

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

**BACKGROUND REVIEW:**

This item was submitted on August 13, 2018, to provide for removing the Human Resources Manager position (Pay Grade 15) and adding a Human Resources Generalist position (Pay Grade 12) to Schedule B, and changing the Director of Community Development job title to Director of Planning and Development under Schedule D.

Further review of Ordinance 7082, which was adopted June 25, 2018, and effective July 1, 2018, revealed that a few of the annual rates in Schedule B were not aligned with the hourly rates in Schedule A. This amendment is not a substantial change as Schedule A represents the correct salary structure currently in place and corrections were made to Schedule B to properly align the following annual rates with the hourly rates in Schedule A:

Title	Pay Grade	Minimum	Maximum
Firefighter	11A	no change	62,348
Paramedic Firefighter	11M	no change	69,557
Project Manager Recreation Supervisor II	12B	45,691	58,313
Multi-Discipline Inspector	12C	46,137	58,880
Paramedic Fire Captain	16M	no change	84,689

**RECOMMENDATION:**

The City Manager recommends approval.

**ATTACHMENTS:**

Ordinance No. 7082 - Amended  
Human Resources Generalist Job Description

INTRODUCED BY:

DATE: August 13, 2018

BILL NO. 9363 - AMENDED

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**

<b>Pay Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
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



<b>SCHEDULE A (CONTINUED)</b>						
<b>Grade</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
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
	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
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



<b>SCHEDULE B - ANNUAL BASE PAY</b>			
<b>Title</b>	<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
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	6A	33,852	42,826
Court Clerk II			
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	9A	39,190	49,569
Tree Trimmer			
Senior Account Clerk	9C	39,258	49,718
Dispatcher	9D	40,366	51,556
Accounts Payable Specialist			
Administrative Assistant			
Exec. Secretary to Chief	10	40,596	51,299
Exec. Secretary to Department Director			
Recreation Supervisor I			
Accountant			
Community Service Specialist	11	41,920	53,083
Engineering Service Specialist			
Inspector I			
Firefighter	11A	52,749	62,348
Crew Leader	11B	43,001	54,840
Paramedic Firefighter	11M	59,400	69,557
Court Administrator			
Human Resources Generalist			
Inspector II	12	44,028	55,623
Senior Accountant			
Solid Waste Program Manager			
Lead Dispatcher	12D	44,488	56,218
Project Manager I			
Recreation Supervisor II	12B	45,691	58,313
Multi-Discipline Inspector	12C	46,137	58,880

<b>SCHEDULE B - (CONTINUED)</b>			
<b>Title</b>	<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
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	84,689
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

<b>SCHEDULE D</b>	<b>ANNUAL BASE PAY</b>			
	<b>Title</b>	<b>Pay Grade</b>	<b>Minimum</b>	<b>Maximum</b>
	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 (6<sup>th</sup>) year through the seventh (7<sup>th</sup>) 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 (8<sup>th</sup>) year through the tenth (10<sup>th</sup>) 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 (11<sup>th</sup>) year through the fourteenth (14<sup>th</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</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 (15<sup>th</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
14P	Police Officer	\$92

- E. From and after June 28, 2006, initially payable July 14, 2006, Paramedic Fire Captains, Firefighters, and Paramedic Firefighters shall receive compensation for seven (7) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eighth (8<sup>th</sup>) year through the tenth (10<sup>th</sup>) 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 (11<sup>th</sup>) year through the twentieth (20<sup>th</sup>) 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 (21<sup>st</sup>) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$168
11M	Paramedic Firefighters	168
16M	Paramedic Fire Captains	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%



		activities for the Human Resources department; Prepares and disseminates internal communications as assigned.	
2	L	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.	30%
3	L	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.	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:

<b>-Description of Minimum Job Requirements-</b>	
<b>Formal Education</b>	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.
<b>Experience</b>	Over three years up to and including five years' experience.
<b>Supervision</b>	Work requires the occasional direction of helpers, assistants, seasonal employees, interns, or temporary employees.
<b>Human Collaboration Skills</b>	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.
<b>Freedom to Act</b>	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.
<b>Technical Skills</b>	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.
<b>Fiscal Responsibility</b>	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.
<b>Reading</b>	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.
<b>Math</b>	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.
<b>Writing</b>	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.
<b>Certification &amp; Other Requirements</b>	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:**

<b>C</b> Continuously	<b>F</b> Frequently	<b>O</b> Occasionally	<b>R</b> Rarely	<b>N</b> Never
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<b>D</b> Daily	<b>W</b> Several Times Per Week	<b>M</b> Several Times Per Month	<b>S</b> Seasonally	<b>N</b> Never
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<b>-Health and Safety Factors-</b>	
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

<b>-Environmental Factors-</b>	
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:**

<b>F</b> Frequently From 1/3 to 2/3 of the time	<b>O</b> Occasionally Up to 1/3 of the time	<b>R</b> Rarely Less than 1 hour per week	<b>N</b> Never Never occurs
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<b>-Description of Non-Physical Demands-</b>	<b>-Frequency-</b>
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.



## Council Agenda Item Cover

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**MEETING DATE:** August 27, 2018

**AGENDA ITEM TITLE:** Resolution for Fiscal Year 2017-2018- Budget Amendment # 5

**AGENDA SECTION:** New Business

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

**BACKGROUND REVIEW:** Attached is the fifth budget amendment of fiscal year 2018 for all Funds. This amendment includes the increases of revenues and expenditures.

### General Fund

#### Revenues:

- 1) **Public Safety Sales Tax** – The original budgeted amount was \$700,000, the actual sales in FY 2018 was approximately over \$1.2 million. Increase the budget by \$500,000 is recommended.
- 2) Increase of **Right of Way use** of \$1,060,000 due to a settlement agreement between the City and Telecommunication Companies.

#### Expenditures:

- 1) **City Manager's Office** - At the end of FY 2018 legal services were approximately 180% of the budget as a result of the prior year's litigation and settlement including University Heights for 601 Trinity lot. A transfer of \$142,000 needs to be made from the General Fund reserve.
- 2) **Police**
  - a. A transfer of \$182,500 from Salaries – Full time to cover \$97,400 of Overtime, \$22,000 Workers Compensation and \$63,000 of Medical Insurance.
  - b. Fleet Services and Replacement cost needs additional \$103,000 expenditures. This amount needs to be transferred from the General Fund reserve.
  - c. The City paid for a property tax for the leased property at 601 Trinity in the amount of \$12,000 that needs to be transferred from the General Fund reserve.
- 3) **Fire**
  - a. A transfer of \$82,500 from Salaries - Full time to cover \$50,000 of Overtime and \$32,500 of Workers Compensation will be needed.
  - b. With the approval of the City Manager and City Council, the department purchased a drone at the cost of \$30,200. This amount will also be transferred from Salaries - Full time.
- 4) **Aquatics** – Though the City outsourced the lifeguard services to Midwest Pool Management, the pool operation still needed Cashiers and other Recreation Specialists. The pool incurred Salaries – Part time of \$36,000 that was not in the budget. This fund will be transferred from Salaries – Part time in Centennial Commons.

- 5) **Golf** – Increase of various operational expenditures such as recreational equipment, supplies, fleet services and credit card fees were offset by a significant increase of revenue that was approximately 12% of \$705,000 budgeted. Increase revenue by \$51,000 will cover over budget expenditures.

This amendment will increase the General Fund reserve by approximately \$1.3 million.

#### **Sewer Lateral Repair**

- 6) To reverse a transfer of \$52,000 from fund reserve due to this fund does not have enough fund reserve from previous year. In addition, at year end this fund had approximately \$80,000 deficit balance. **This fund needs to borrow \$100,000 from the General Fund reserve.**

This amendment will adjust the negative fund balance of the Sewer Lateral Fund, and lower the General Fund reserve by \$100,000.

#### **Solid Waste Management**

- 7) **Solid Waste Operation** - Transfer \$50,000 from Salaries Part Time and \$84,000 from Fund Reserve to cover the cost of Salaries Full Time of \$98,000 and other benefits including \$15,000 for Workers Compensation and \$21,000 for Medical Insurance.

##### **Solid Waste Revenue**

Increase revenue by \$84,000 to cover an increase of expenditures.

These changes will not have any impacts on the fund reserve of the Solid Waste Fund.

#### **Park and Storm Water Sales Tax**

- 8) The actual sales tax for Park and Storm Water during the FY 2018 was approximately \$45,000 higher than the original budget of \$1.3 million. Salaries Full-time and other benefits were \$45,000 over budget. Increase revenue of \$45,000 will cover these expenditures.

In addition, Fleet services and Replacement was also \$25,000 over budget. A transfer of \$25,000 from Park and Storm Water fund reserve is needed.

This amendment will lower the Park and Storm Water Fund reserve by \$25,000.

The resolution for approval of the amendment is attached.

**RECOMMENDATION:** City Manager recommends approval.



**Resolution 2018 - 12**

**A RESOLUTION AMENDING THE FISCAL YEAR 2017-2018 (FY18)  
BUDGET – AMENDMENT # 5 AND APPROPRIATING SAID AMOUNTS**

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2017, was approved by the City Council and circumstances now warrant amendment to that original budget.

**BE IT FURTHER RESOLVED**, that in accordance with the City Charter, the several amounts stated in the budget amendment as presented, are herewith appropriated to the several objects and purposes named.

Adopted this 27th day of August, 2018

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

Certified to be Correct as to Form:

\_\_\_\_\_  
City Attorney



**FY 18 Budget Amendment # 5**  
**To be Approved by the City Council**  
**August 27, 2018**

<u>Account</u>	<u>Revenue</u> <u>Increase</u>	<u>Revenue</u> <u>Decrease</u>	<u>Description</u>
<b>GENERAL FUND</b>			
1) 4117 Public Safety Sales Tax	\$ 500,000		Increase to match with actual
2) 4430 Right of Way Use	1,060,000		New source of revenue
<u>Account</u>	<u>Expenditure</u> <u>Increase</u>	<u>Expenditure</u> <u>Decrease</u>	<u>Description</u>
<b>1) City Manager's Office</b>			
6011 Settlement	\$25,000		U City Heights
6020 Legal Services	117,000		Transfer to cover cost of legal services provided by various law firms.
<b>2) Police</b>			
5380 Overtime	97,400		High turnover in the department, employee worked longer hours.
5420 Workers comp	22,000		
5480 Medical Insurance	63,100		
5001 Salaries - Full time		(182,500)	
6530 Fleet Services & Replacement	103,000		Actual usages were higher than budget.
6545 Property Insurance	12,000		Property tax for leased property
<b>3) Fire</b>			
5380 Overtime	50,000		High turnover in the department, employee worked longer hours.
5420 Workers Compensation	32,500		
5001 Salaries - Full time		(82,500)	
8200 Vehicle Equipment	30,200		Purchase Drone
5001 Salaries - Full time		(30,200)	
<b>4) Aquatics</b>			
5340 Salaries - Part time	36,000		
5340 Salaries - Part time (Cen Comm)		(36,000)	Trsf Part-time cost between Division
<b>5) Public Works</b>			
6530 Fleet Services & Replacement (Parks)	52,000		Trsf fleet services between Division
6530 Fleet Services & Replacement (Street)		(52,000)	
<b>6) Golf</b>			
4601 Golf Revenue (increase)		(51,000)	Increase of various expenditures are offset by an increase of revenue.
6530 Fleet Services & Replacement	6,000		
6770 Bank & Credit Card Fees	5,000		
7690 Recreational Supplies	32,000		
8240 Recreational Equipment	8,000		

<b>TOTAL GENERAL FUND</b>	
<b>ADDITION TO FUND BALANCE</b>	<b>\$ 1,303,000</b>

**FY 18 Budget Amendment # 5  
To be Approved by the City Council  
August 27, 2018**

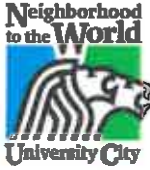
**SEWER LATERAL FUND**

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
7) 6450 Sewer Lateral Expenses		(\$51,200)	Reverse fund reserve transfer due to a negative fund balance
<b>TOTAL SEWER LATERAL FUND</b>		<b>\$ (51,200)</b>	
<b>REDUCTION IN FUND BALANCE</b>			

**SOLID WASTE FUND**

<u>Account</u> <u>SW-Operation</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
8) 5001 Salaries-Full time - Operation	98,000		
5420 Workers Comp	15,000		
5460 Medical Insurance	21,000		
5340 Salaries-Part time - Operation		(50,000)	
4525 Solid Waste Revenue		(84,000)	Increase of current year revenue
<b>TOTAL SOLID WASTE MANAGEMENT FUND</b>			
<b>REDUCTION IN FUND BALANCE</b>		<b>-</b>	

<u>Account</u>	<u>Expenditure Increase</u>	<u>Expenditure Decrease</u>	<u>Description</u>
<b><u>PARKS AND STORM WATER</u></b>			
9) 5001 Salaries-Full time - Operation	36,000		
5460 Medical Insurance	9,000		
4120 Park Sales Tax		(45,000)	Increase Sales Tax revenue
6530 Fleet Services & Maintenance	25,000		
<b>TOTAL SOLID WASTE MANAGEMENT FUND</b>			
<b>REDUCTION IN FUND BALANCE</b>		<b>25,000</b>	



## Council Agenda Item Cover

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**MEETING DATE:** August 27, 2018

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

**AGENDA SECTION:** New Business

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

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### **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.

### **RECOMMENDATION:**

City Manager does not recommend enacting the “Honorary Street Name Designation” proposed ordinance due to concerns for possible delays in emergency response. Other options for honoring community members can be explored by staff such as street intersection monuments.

### **ATTACHMENTS:**

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



INTRODUCED BY:

DATE:

**BILL NO.: 9364**

**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 63130, 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

**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, 3<sup>rd</sup> 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)





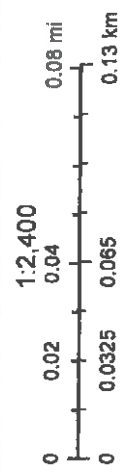
# St. Louis County Parcel Map



June 8, 2017

Parcel Selected

■ Sales (Last 2 Years)







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







## 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.





## 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

May 10, 2018

Location: Heman Park Community Center

Attendees Present: Barbara Brain, Adam Staudt, Timothy Dugan, Mary Gorman, John Solodar (Acting Chairperson), Jenny Wendt (Staff Liaison)

Absent: Terry Crow (Council Liaison), Jonathan Stitleman (Chairperson), Kathy Straatmann

1. Meeting Called to Order - Roll Call at 5:32  
Special Guests: Scott Smid, Metro Lighting – Energy Efficiency and Ameren Rebates  
Tom Appelbaum, Missouri Energy Savings, YGRENE – PACE program
2. Approval of Minutes
  - a. 3/08/18 minutes were approved as written.
  - b. 04/12/18 minutes were approved as written.
3. Special Presentations
  - a. Scott Smid with Metro Lighting spoke about Energy Efficiency and Ameren Rebates. Metro Lighting offers free energy audits.
  - b. Tom Appelbaum with Missouri Energy Savings/YGRENE – PACE program spoke about this program also being available for University City residents as it is a St. Louis County approved PACE program.
4. New Business
  - a. Proposed changes to by-laws – John Solodar suggested changing the bylaws to separate the secretary duties of filling in for the chairperson to a new officer – Assistant Chairperson. The commission discussed this and felt it was not necessary to change the bylaws.
  - b. Olive and 170 TIF – The commission reviewed a summary and a map of the TIF project and discussed upcoming TIF commission meetings.
  - c. GPC developmental reviews and recommendations – For the Olive 170 TIF project, as well as other developmental projects, it is beneficial for the GPC to go to the public meetings. Currently there are no requirements or procedures for developmental projects to present to the Green Practices Commission.
5. Old Business
  - a. Recycling Initiative for Construction and Demo projects (cardboard and metal) – Next steps: Adam Staudt has been tasked with developing survey questions for contractors to be asked, after that educate, promote, and work with community development to develop a procedural avenue for these steps.
  - b. OneSTL Endorsement – The commission reviewed OneSTL regional targets for each of the

sustainability areas (Water and Green Infrastructure, Waste and Recycling, Transit Oriented Development, Energy and Emissions, Biodiversity, Food Access) and voted to endorse the targets and strategies as University City's own and implement them in the University City Sustainability Strategic Plan. Jenny will pass this information on to the City Manager requesting official endorsement.

- c. EV information – Tim Michels communicated updates to the EV information and the commission discussed.

6. Commission Reports

- i. Council Liaison Update -- No Council Liaison present
- ii. Ecosystems/Habitat: Barbara Brain -- tabled until next meeting due to time constraints.
- iii. Energy: Adam Staudt – tabled until next meeting due to time constraints.

7. Closing Round

- a. Jenny -- Electronics Recycling event will be held on May 12th.
- b. Adam -- Commended the recycling page in the ROARS newsletter.

8. Adjournment at 7:01 pm.

**CALOP Commission Meeting Minutes**  
**Thursday, June 28, 2018**  
**University City, U City Library, Library Board Room**  
**6:00 PM**

**Members in Attendance:** David Stokes; Suzanne Greenwald; Patricia McQueen; Kymal Dockett; Robert Wilcox; Dennis Riggs; Richard Ruderer

**Others in Attendance:** Councilmember Steven McMahon; Patrick Wall; Kyle Jacobs

**Call to Order**

The meeting was called to order by Ms. McQueen, Chairperson, at 6:07 PM.

**Approval of Agenda**

Mr. Wilcox moved to approve the agenda and seconded by Ms. Greenwald. The motion carried unanimously.

**Approval of Minutes**

A motion to approve the March 22, 2018 minutes was made by Mr. Wilcox and seconded by Mr. Ruderer. The motion carried unanimously.

**Treasurer's Report**

Mr. Jacobs reported the Treasurer's Report as of June 26, 2018. As stated, the financial report will be filed for audit.

Discussions were asked about outstanding projects and amounts owed to CALOP. Mr. Ruderer asked if someone had attempted to collect on these. The projects were well before the current member's appointments and it was the understanding that there had been attempts made to collect.

Note: Kyle Jacobs, staff liaison, announced he was leaving the City for another position. His last day will be July 13, 2018.

**Agenda Items**

Discussions commenced on the University City Media Collaborative proposal. Members agreed that the 6 month proposal by Tony Carosella (U City Media Worx) did not seem to be detailed enough. It appeared the proposal was not very thought out. It needed to be further developed. There are concerns about the proposal's proposed budget.

Mr. Ruderer asked who are members of the commission and if the meeting was a closed or open meeting. The meetings are an open meeting and open to the public.

Mr. Ruderer made a motion, and seconded by Ms. Greenwald to pass on this proposal and to look at other opportunities. Mr. Ruderer later withdrew his motion to discuss other opportunities.

Mr. Ruderer talked about how Social Media can be a strong resource to promote University City as well as promoting positive things about University City. CALOP needs to be used for finding ways to build the image of University City while educating people. CALOP needs to be promoted through the right social media people.

It was suggested by Mr. Ruderer that a portion of the funds should be used for something different like a directed grant program so that people had the opportunity to produce a project on

what they wanted to produce that would be positive about U City. These projects would have limitations and timeframe would be about in two months.

It was mentioned that the Commission plans to schedule a Study Session with City Council before the August 2018 meeting.

There was discussion about the By-Laws and Ordinance, and if they both needed to be tweaked to today's standards.

A motion was made by Mr. Ruderer and seconded by Ms. Greenwald to accept Tony Carosella's proposal (UCity Media Worx). All nays, none in favor. Motion was unanimously rejected.

A motion was made by Mr. Stokes and seconded by Mr. Wilcox, to give Tony Carosella \$500 to cover his expenses which includes gas / mileage. The motion carried unanimously.

### **Council Comments**

Councilmember McMahon mentioned the TIF I-170 Corridor Development is moving forward. The next TIF Commission meeting is August 23, 2018 at the U City High School.

City Council approved the budget at the last Council meeting.

### **Next Meeting Date (Tentative)**

The next meeting is scheduled for Monday, July 23, 2018, at 7:00 PM. Location is U City Library – Room #2.

### **Adjournment**

The meeting was adjourned at 8:36 PM.



## 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

**Location:** Heman Park Community Center

**Attendees Present:** Jonathan Stitleman (Chairperson), Kathy Straatman, Barbara Brain, Timothy Dugan, Adam Staudt, Mary Gorman, Tim Cusick (Council Liaison), Adam Brown (acting Staff Liaison)

**Absent:** John Solodar

#### 1. Meeting Called to Order – Roll call at 5:34pm

##### Special Guests:

- a. **Barbara Pickard, Washington University faculty fellow – Sustainable speaker series proposal for Washington University/University City collaboration**

#### 2. Opening Round:

- a. **Barbara Brain has signed up for a Pollinator Champion course.**
- b. **Mary Gorman is working with Loop Special Business District businesses to work toward a Green Business District designation.**
- c. **Jenny Wendt announced that the Council approved the OneSTL sustainable targets.**

#### 3. Approval of Minutes

- a. **6/14/18 minutes were approved as written**

#### 4. Special Presentations

- a. **Barbara Pickard, Washington University faculty fellow proposed a collaborative effort between University City and Washington University on a sustainability speaker series. Barbara would organize the speakers and University City would help with scheduling and participation. The commission agreed this was a good project to be held monthly. Jenny will propose this idea to the Director of Public Works and Parks/City Manager.**

#### 5. New Business

- a. **Jenny presented a draft of sustainable developmental standards that are proposed to be implemented for new developments in University City. The categories are as follows: Water and Green Infrastructure, Energy and Emissions, Transit Oriented Development, Materials, Biodiversity, and Other. The sustainable practices listed would be broken down into three**

07-12-18 GPC Minutes APPROVED  
APPROVED

Page 1 of 2

N - 3 - 5

categories: Required, incentivized, and recommended. The Commission unanimously voted to continue developing the list of sustainable practices with the intent of implementing these into developmental projects.

- b. An election for the chairperson will occur at the August meeting.

#### 6. Old Business

- a. Construction and Demolition recycling (cardboard and metal) survey questions were passed around the group for review. This survey will be distributed via email to contractors that the City has email addresses. The commission reviewed the survey and made a few suggestions.
- b. Regent Power presentation review – this would be a public private partnership with University City would receive a portion of the revenue. The commission discussed the logistics of electrical connection and placement. The battery storage would be set to charge at off-peak times for lower demand on the electrical system. The commission requested a proposal from Regent Power with the logistics included.

#### 7. Commission Reports

- a. Council Liaison Update: Tim Cusick reported two upcoming public meetings and possible working groups sponsored by the mayor and 3<sup>rd</sup> ward council members, the final TIF Commission public meeting is scheduled for August 23<sup>rd</sup> at 6pm at the high school. Tim Cusick also reported that conversations he has heard from developers have included green practices and he would expect the developers to go before the green practices commission for recommendations.

The private engineering firm has looked at the MSD project and has recommended placing the tanks in Heman Park under ball fields, or under/behind parking lot at Mandarin House. The council has asked the City Manager to present these options to MSD and is leaning toward putting the storage tanks in Heman Park.

- b. Quarterly Report – Ecosystems/Habitat: Barbara Brain (Community Gardens continued) – tabled

#### 8. Closing Round

- a. Johnathan and wife designed a second location of Blue Print Coffee on Watson Avenue.
- b. Kathleen Straatman is resigning from the commission but has people to recommend in her place.

- 9. Meeting adjourned at 7:15pm.