



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, February 11, 2019
6:30 p.m.

- A. MEETING CALLED TO ORDER**
- B. ROLL CALL**
- C. APPROVAL OF AGENDA**
- D. PROCLAMATIONS**
- E. APPROVAL OF MINUTES**
 - 1. January 28, 2019 Regular Session minutes
 - 2. January 28, 2019 Joint Study Session minutes
- F. APPOINTMENTS to BOARDS & COMMISSIONS**
 - 1. Craig Hughes and Dennis Fuller are nominated for **re-appointment** to the Traffic Commission by Councilmember Jeff Hales.
 - 2. David Rowan is nominated for **re-appointment** to the Urban Forestry Commission by Councilmember Jeff Hales.
 - 3. Cindy Thierry is nominated to the Arts and Letters Commission as a **fill in** replacing Fred Fehr's unexpired term (1/2/2020) by Councilmember Paulette Carr.
 - 4. Matthew Erker is nominated to the Economic Development Retail Sales Tax Board replacing Raheem Adegboye's expired term by Mayor Terry Crow.
 - 5. St. Louis County Council appointed Byron Price and Traci Moore to the Economic Development Retail Sales Tax Board at their January 29, 2019 meeting.
- G. SWEARING IN to BOARDS & COMMISSIONS**
 - 1. Jerrold Tiers was sworn in to the Traffic Commission on February 4, 2019 in the City Clerk's office.
 - 2. Byron Price was sworn in to the Economic Development Retail Sales Tax Board on February 7, 2019 in the City Clerk's office.
 - 3. Julie Brill Teixeira to be sworn in to the Urban Forestry Commission.
 - 4. Michael Alter and Steven Stone to be sworn in the Loops Special Business District.
- H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)**
- I. PUBLIC HEARINGS**
 - 1. Liquor License – Sze Chuan Cuisine (7930 Olive Blvd.)
- J. CONSENT AGENDA – Vote Required**
 - 1. Liquor License – Sze Chuan Cuisine (7930 Olive Blvd.)
 - 2. Roof Replacement – Fire Engine House #2
 - 3. Fogerty Park Improvements – Phase 2 – Design Engineer
 - 4. Traffic Signal Maintenance Agreement

K. CITY MANAGER'S REPORT

1. National League of Cities – Service Line Warranty Program
(PRESENTATION AND VOTE)
2. Olive/I-170 TIF Redevelopment Project Update
(DISCUSSION AND DIRECTION)

L. UNFINISHED BUSINESS

BILLS

1. **BILL 9380** – AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN. (*Trinity Parking*)

M. NEW BUSINESS

RESOLUTIONS

BILLS

1. **BILL 9381** – 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 7086.

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, January 28, 2019
6:30 p.m.

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on the fifth floor of City Hall, on Monday, January 28, 2019, 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

Mayor Crow stated with the exception of the typographical error of John rather than Jerrold Tiers; for which he would like to apologize, the agenda was approved as presented during the Study Session.

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

1. January 14, 2019, Regular Session minutes were moved by Councilmember Carr, it was seconded by Councilmember Clay and the motion carried unanimously.
2. January 14, 2019, Joint Study Session minutes were moved by Councilmember Carr, it was seconded by Councilmember Cusick and the motion carried unanimously.

F. APPOINTMENTS TO BOARDS & COMMISSIONS

1. Jerrold Tiers is nominated to the Traffic Commission replacing Curtis Tunstall's expired term (1/21/19) by Councilmember Stacy Clay, it was seconded by Councilmember Hales and the motion carried unanimously.

G. SWEARING IN TO BOARDS & COMMISSIONS

1. Joe Edwards was sworn into the Loop Special Business District Board in the City Clerk's office on January 22, 2019.

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Jerrold Tiers, 7345 Chamberlain, University City, MO

Mr. Tiers stated after examining documents for the I-170 project, it appears as though Council and City staff might have received some bad advice based on a number of serious oversights made by one or more of the consultants. The predicted tax income from the project appears to be considerably overstated, which means the City will be unable to pay off the proposed \$70 million dollars in TIF bonds with the projected available resources. He stated by his calculations the project will need to generate about \$300 million dollars; plus or minus, to pay off the \$70 million dollars within the 25-year timeframe. But, on the other hand, the City needs this project. So at a minimum, Costco should be constructed since it is the big money maker with annual sales of approximately 165 million dollars per store. However, that alone will not support the \$70 million dollar bond. In contrast, this project could work and generate income, as opposed to requiring the City to chip in out-of-pocket, if the TIF was reduced to \$25 million dollars. Again, according to his rough calculations, the City would still receive over \$1 million dollars in general revenue after its TIF payment. And if yearly payments of \$750,000 of that revenue were made available to Ward 3, the previous agreement of \$15 million dollars would be achieved over a 20-year period of time.

Another alternative under this scenario would be a 20-year, \$10 million dollar municipal bond issue backed by part of the sales tax receipts from this development, which would cost about \$900,000 a year. That would still leave the City with a net income and an immediate lump sum of \$10 million dollars; which is much better than a pay-as-you-go strategy. And while he is uncertain of whether the bond rate, in this case, would be 6.5% or 6.8%, the City does have decent credit so it should be able to get a pretty good rate.

Mr. Tiers stated although his limited knowledge of details cause the exact amounts to be somewhat variable, and his alternatives are not consistent with the original deal, this reduced scale development would be better than the City having to pay out taxes that it now receives out-of-pocket without the benefit of any direct income. He stated in his opinion, the City really needs an independent outside evaluation of the project costs and predicted revenues before moving forward with any further commitments.

Sonya Pointer, 8039 Canton Avenue, University City, MO

Ms. Pointer stated as a 3rd Ward resident she is not in support of the proposed development and would ask that Council place this project on the ballot and allow residents to decide what they want for their City. Council lied when they said that eminent domain would absolutely not be used on owner-occupied homes because the Redevelopment Agreement says it can be used whenever necessary. Council also lied when they said this project was for the benefit of the 3rd Ward because these so-called benefits are being offset by their agreement to allow 100% of the sales tax to go towards paying off the bond. This takes dollars away from schools that are already seriously underperforming and ensures that 3rd Ward residents; who are largely Black, will no longer be able to afford to live here due to the influx of increased taxes and costs associated with this development.

The question then becomes who is really benefitting from this project?

- A wealthy developer?
- Bwayne Smotherson, who is reportedly shopping ideas to everyone except the 3rd Ward residents he represents?

- Paulette Carr's sister-in-law's new business located in the same area where MSD wanted to place the raw sewage tanks she fought so hard against?
- Steve McMahon, who purchased property in the 3rd Ward and sold it to investors?
- Or this rouge City Council actively working on their own behalf to make this community homogeneous across household incomes that correlate with race.

Council has said that their goal is to diversify the community; a keyword for low and moderate income earners to be kicked out because they cannot afford what they envision for this City. Developments that displace communities of color where household incomes are low to moderate is the new version of deed or covenant restrictions that once kept Black residents out of certain communities. And as she has said before, this development is merely the inception point of gentrification, and the City's displacement efforts will not end at Woodson or McKnight.

Ms. Pointer stated Obsessive Compulsive Disorder is a real mental health issue and while she has empathy for anyone who has to deal with this illness on a daily basis, she has never had someone become so obsessed over her as Patty McQueen has. In fact, it's a little creepy the way she and the rest of her elementary school click harass, intimidate and bully residents, as well as former members of Council, who disagree with them. But the real reason she is addressing this toxicity is that these same mob members are the ones who sit down with members of this Council over tea and dinner to discuss her and this proposed development. And when that type of toxic behavior is present on your City Council, it's easy to understand why it would be allowed to persist within certain members of this audience. This type of behavior is disgusting, extremely troubling, and should not be tolerated.

She stated her sole purpose for attending these meetings is to exercise her right as a private citizen of this community to talk to Council. And believes that is the right thing to do since 3rd Ward residents really don't have any representation on this Council. Ms. Pointer stated her desire is to be left alone and for individual comments to be limited to the business at hand. Let's do better to try to improve this City by addressing issues that reflect the best interest of this community.

Tom Sullivan, 751 Syracuse, University City, MO

Mr. Sullivan stated no one should be surprised that there are now questions being raised about the revenue projections for the Olive/170 development since it has been a fiasco from the very beginning. The project summary illustrates that taxpayers will be giving \$10 million more to the project than NOVUS; and that was before the agreement was changed to provide for a 50% tax abatement, and before the 50% sales tax going to the TIF was changed to 100%. There have also been no explanations as to how this 50% tax abatement will impact the school district.

Mr. Crow noted that there have been eleven public hearings on this development, yet in the course of those meetings, citizens have been deceived or lied to; relevant information has been withheld, and they continue to be prohibited from providing any input before decisions are made.

Generally speaking, public officials are immune from lawsuits for the actions they take, assuming they have been done in good faith. But that can hardly be said about this proposed development where they seem to be giving away the City in order to save a badly flawed proposal. And they certainly can't say they weren't warned. The people who dealt with NOVUS in Sunset Hills said "*Beware, you're dealing with sharks,*" and that these latest changes are right out of the NOVUS playbook.

Consequently, members of this Council could rack up millions of dollars in personal liability. Mr. Sullivan stated he thinks the time has come to put an end to this proposed development.

David Harris, 8039 Gannon, University City, MO

Mr. Harris stated he has identified three additional concerns about this project since he last spoke at the January 14th Council meeting regarding the contents of the Redevelopment Agreement.

1. The cost-benefit analysis for the project contains a serious mistake pertaining to the sales tax revenue available to the City as a result of this project. It appears as though this mistake was made because PGAV's analysis depicts U City as being a point of sales city rather than a pool city. *(A point of sales city keeps most of the sales taxes it collects; a pool city only receives a percentage of the 1% County-wide sales tax and 1/2% capital improvement sales tax based on its population.)* And based on that analysis PGAV estimated that those two taxes would generate roughly \$30 million dollars in revenue for U City when in reality it will only generate \$2.5 million; a difference of more than \$27 million dollars. Mr. Harris stated he prepared a table comparing PGAV's annual sales tax estimates to the corrected estimates. The corrected estimates accept PGAV's sales projections but use the actual sales tax factors for a pool city rather than a point of sale city.
2. The City's administration is planning to pay TIF obligations with expected tax revenue from the project, even though there is no requirement to do so, and the expectation was that this revenue would be used to benefit the residents of U City. Perhaps, there is a good reason behind such a plan, but that rationale has not been explained or even mentioned in the cost-benefit analysis, the TIF Commission hearings or any other public forum.
3. The increased cost for public safety that will not be paid for by the project. One of the biggest concerns cited with these types of subsidized projects is that other taxpayers are burdened with extra costs. That is why since the very first TIF meeting he has asked the Commission and Council on numerous occasions what increased costs might U City or any other taxing districts incur from this project that will not be funded by the project? Ultimately, during a meeting with the City Manager on July 3, 2018, he was informed that this project would generate an increase of six to seven officers at a cost of \$450,000 per year and that there would be no increase in fire protection costs. Mr. Rose further explained that Prop P; which is estimated to produce \$750,000 a year, would provide the money needed to cover these increased costs and still have a substantial amount leftover. Mr. Harris stated his initial thoughts were that Mr. Rose had been referring to the Prop P revenue generated by the project, but now understands that the development's Prop P revenue will be less than \$10,000 a year. Therefore, the City will be supporting this project with a \$450,000 subsidy paid for by the residents rather than the project. Mr. Harris stated these concerns call into serious question the economic benefit of the project. And while he acknowledges that some of the concerns he has expressed could be incorrect, there is no doubt that the City needs a more specific reply and analysis from the consultants than what has been received thus far. So he would implore Council to initiate an open dialogue in Study Sessions or a series of public meetings to discuss every aspect of this project. If we are going to pursue this development, and this Council has been unquestionably unanimous in support of it, then residents deserve to have a good deal. *(Mr. Harris asked that his written comments and the sales tax table be included in the minutes for this meeting.)*

Kathy Straatmann, 6855 Plymouth Avenue, University City, MO

Ms. Straatmann stated as a resident of the 3rd Ward she would like to emphasize that Sonya Pointer does not speak for everyone in that Ward. Obviously, a few kinks have arisen, but she hopes they can be worked out and the City can proceed as planned. So she would like to thank Council and this administration for all of their hard work on this project.

I. PUBLIC HEARINGS

J. CONSENT AGENDA – Vote Required

1. Street Sweeper Purchase
2. Capital Improvement Program Amendment – Parking Study

Councilmember Hales moved that both items be approved, it was seconded by Councilmember Carr and the motion carried unanimously.

K. CITY MANAGER'S REPORT

**L. UNFINISHED BUSINESS
BILLS**

1. **BILL 9377 – AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTION 400.3080 – NON-CONFORMING LOTS OF RECORD AND SECTION 400.1020 – LOT AREA AND WIDTH EXCEPTIONS, RELATING TO DISTRICT REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.** Bill Number 9377 was read for the second and third time.

Councilmember Carr moved to approve, seconded by Councilmember McMahon.

Roll Call Vote Was:

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

Nays: None.

2. **BILL 9378 - AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTION 400. 3090 – NON-CONFORMING STRUCTURES, RELATING TO DISTRICT REGULATIONS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.** Bill Number 9378 was read for the second and third time.

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

Roll Call Vote Was:

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

Nays: None.

M. NEW BUSINESS

RESOLUTIONS

Introduced by Councilmember Carr

1. **Resolution 2019-1:** Budget Amendment # 2 - Fiscal Year 2018-2019. The motion was seconded by Councilmember Cusick and carried unanimously.

Introduced by Councilmember Smotherson

2. **Resolution 2019-2:** Defer Payment of Refuse Service Collection Fees by Federal Employees working without pay or on furlough during the partial shutdown of the United States Government. The motion was seconded by Councilmember Carr and carried unanimously.

BILLS

Introduced by Councilmember Hales

3. **BILL 9380** – AN ORDINANCE AMENDING SCHEDULE III OF THE TRAFFIC CODE, TO REVISE TRAFFIC REGULATION AS PROVIDED HEREIN; (*Trinity Parking*). Bill Number 9380 was read for the first time.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
Councilmember Smotherson stated as the liaison for the Commission on Human Relations he would like to bring staffs attention to the fact that there was an incident that took place last summer which led to their decision to no longer have meetings. Obviously, this is an issue that needs to be addressed, so he would like to know when this Commission is scheduled to be reviewed by Council and staff. Mr. Rose stated a review of the Human Relations Commission has tentatively been scheduled for the first part of March because there are a number of Study Sessions that must occur first, in order to identify Council's priorities related to the budget process.

Councilmember Clay stated he would like to acknowledge the newly elected officers of the Senior Commission who were elected at last week's meeting; Wayne Flesh, Chairperson and Gloria Nickerson, Vice Chair. Councilmember Clay thanked both of them for stepping up to lead this group.

AARP is offering tax preparation services for seniors, and perhaps, non-seniors if they have the capacity to assist them. Additional information can be obtained from the Senior Services Coordinator, Marcia Mermelstein.

Councilmember McMahon stated December was Steve Goldstein's last meeting as a member of the Parks Commission, so he would like to thank him for all of the hard work he has put in over the last two years. Of course, that also means there is an opening on the Parks Commission if anyone is interested in stepping up to serve.

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

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

Councilmember McMahon stated his wife's business did purchase some property in the 3rd Ward and those properties were renovated and purchased by some very nice families. Her purpose for buying this property was to help the 3rd Ward grow and sustain their neighborhoods because that's how invested his family is in this community. So it's not a conflict of interest to make such an investment, in fact, it's something that anybody in this community can do; including Ms. Pointer. And it's certainly not toxic when you're willing to admit the things you do; that are also a matter of record. He stated his wife no longer owns this property, but if Ms. Pointer still wants to suggest there's a conflict of interest, then he would challenge her to find it. Councilmember McMahon stated he is proud of his wife and her commitment to this community and for someone to suggest the opposite is insulting.

**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 Hales made a motion to go into a Closed Session; it was seconded by Councilmember Carr.

Roll Call Vote Was:

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

Nays: None.

R. ADJOURNMENT

Mayor Crow thanked everyone for coming out on such a cold evening and closed the regular City Council meeting at 7:00 p.m. to go into a Closed Session on the second floor. The Closed Session reconvened in an open session at 7:41 p.m.

LaRette Reese
City Clerk

Please include in minutes

Jerrold Tiers 7345 Chamberlain

It seems that the Council, and the City, may have received bad advice from consultants with respect to the proposed Olive and I-170 project. At least one consultant appears to have made very serious mistakes. That is not what one expects from a competent paid consultant.

As a result, the predicted tax income from the project appears to be considerably overstated. It seems clear that the proposed \$70 million of TIF bonds cannot be paid off with the resources actually available. By my calculations, the project would need to generate around \$300 million in taxable sales to pay off \$70 million in bonds over the TIF lifetime.

This project needs to happen, with at the minimum, the Costco portion. The average annual sales per-store for Costco is about \$165 million (information from Statista). But that will not support a \$70 million TIF bond issue, and the balance is just not available elsewhere.

However, if the scale of the project can be reduced to work with a TIF of around \$25 million, it looks like it can work and still generate an income to the city, as opposed to requiring out of pocket payments. It would also allow the \$15 million for Ward 3.

According to my rough calculations, after TIF payments, the city could still get over a million dollars more in general fund money. Then, \$750,000 per year could be made available for Ward 3 and still leave a net income for general purposes. Over 20 years, that would equal the \$15 million that this project was supposed to provide.

Alternately, a \$10 million municipal bond issue, backed by part of the 170 development sales tax income, could cost about \$900,000 per year over 20 years, and still leave net income to the city. That would provide \$10 million immediately in a lump sum, similar to the original plan, but costs more. The City has decent credit, and should get a good bond interest rate.

The exact amounts are somewhat variable, depending on details that are not known to me. But either way, it looks as if that scale of TIF contribution is credibly possible.

These alternatives are, unfortunately, not the originally promised deal. But if the reduced scale of development can work, it would be better than the city having to pay out tax money that we now receive, on top of not getting any direct income from the development. And it would be much better than the project failing.

The city really needs an independent outside evaluation of the project costs and predicted revenues before moving forward with any further commitments on this project.

Statement to University City Council about Olive-170 Redevelopment Project
January 28, 2019

Good evening. My name is David Harris. My address is 8039 Gannon. I am here to speak about the proposed Olive-170 Redevelopment Project.

Since January 14, when I spoke at the Council meeting regarding my concerns about the contents of the Redevelopment Agreement, I have learned three major new concerns about the project.

Here is the first major new concern. The Cost Benefit Analysis for the project contains a serious mistake about the sales tax revenue available to us from the project. Sales tax revenue from the project will be less than half of the amount estimated. The difference is more than \$27 million. This amount is significant revenue we thought we would be getting from the project and now we will not.

It appears the sales tax mistake was made because PGAV Planners considered University City a point-of-sale city instead of a pool city. A point-of-sale city keeps most of the sales taxes that it collects. A pool city puts the 1% Countywide Sales Tax and the 0.5% (1/2 percent) Capital Improvement Sales Tax into a pool and receives back a percentage of those taxes based on population.

PGAV estimated these two taxes would bring us about \$30 million. Actually, they will bring us about \$2.5 million, a decrease of over \$27 million.

I prepared a table that compares PGAV's annual sales tax estimates to corrected estimates. The corrected estimates accept PGAV's sales projections but use the actual sales tax factors for U. City being a pool city instead of a point-of-sale city. I will leave a copy of this table.

The second major concern is that the City administration is planning to pay TIF Obligations with expected tax revenue from the project that are not required to be used to pay TIF Obligations. This plan makes no sense. Maybe there is a good reason for it. However, that reason has not been explained and this plan was never mentioned in the Cost Benefit Analysis or during the TIF Commission meetings or other public forums. This expected revenue was supposed to benefit us, not pay TIF Obligations.

The third major concern is the increased cost for public safety at the project that will not be paid for by the project. Since the first TIF Commission meeting on April 18, 2018, I asked the Commission, and this Council, several times what increased costs might U. City or other taxing districts incur from the project (for instance, for public safety) that will not be funded from the project? I asked that question because one of the biggest concerns cited with these types of subsidized projects is that other taxpayers are burdened with extra costs. In a meeting with City Manager Rose on July 3, 2018, he said the increase in police would be 6 to 7 officers, at a cost of \$450,000 per year, and no increase in fire protection costs. He explained, however, that Prop P would produce \$750,000 per year so we will have the money to cover the increased costs with a substantial amount leftover. I thought he meant our Prop P revenue from the project would be \$750,000 per year. Now I understand our Prop P revenue from the project will be less than \$10,000 per year. Therefore, we will be supporting the project with another \$450,000 subsidy that is paid for by us and not by the project.

These concerns call into serious question the economic benefit of the project for us.

I recognize we could be wrong about these concerns. But we will need a more specific reply and analysis from the City Administration and consultants than what we have received so far. I implore the Council to have an open dialogue in study sessions or a series of public meetings about all aspects of the project, including its economics and the contents of the Redevelopment Agreement. If we are going to have this project, and this Council has been unquestioningly unanimous in support of it, then we deserve a good deal not a bad deal.

I would appreciate my comments and the sales tax table I prepared being included with the minutes of this meeting. Thank you.

**Table 8 from Redevelopment Project Area One Cost/Benefit Analysis dated 6/4/2018 prepared by PGAV Planners
 Contribution to Sales Tax Pool From City EATs (Economic Activity Taxes) Not Captured by TIF
 Corrected by David J. Harris based on information received from Greg Pace and others. 1/28/2019**

Footnotes from PGAV Table 8

These projections are based on a series of assumptions and should be used only to provide an indication of how the project may perform. These projections represent revenues estimated to be allocated to each affected taxing jurisdiction. Revenue estimates associated with the University City Countywide Sales Tax and the University City Capital Improvements Sales Tax are net of the contribution to the County sales tax pool associated with each of these sales taxes.

City Retained Portion of Sales Tax		PGAV	Corrected		% Comparison	% Comparison	% Comparison
Sales Tax		Assumptions	Actual		Actual/PGAV	Actual/PGAV	Actual/PGAV
Countywide	1.00%	84.70%	4.707%		5.56%	8.20%	48.60%
Capital Improvement	0.50%	85.00%	11.446%		13.47%		
Parks	0.50%	100.00%	100.00%		same		
Fire Protection	0.25%	100.00%	100.00%		same		
Econ. Development	0.25%	100.00%	100.00%		same	same	
Base Sales		\$5,820,000	\$5,820,000				
Year		2020	2021	2022	2023	2024	2025
Total Sales (from Table 7)		\$120,054,688	\$158,051,400	\$173,600,387	\$186,447,027	\$194,011,936	\$201,985,948
Total Taxable Sales	97.00%	\$116,453,047	\$153,309,858	\$168,392,375	\$180,853,616	\$188,191,578	\$195,926,370
City Retained Portion of Sales Tax from PGAV Assumptions							
Countywide	1.00%	517,826	673,915	737,789	790,563	821,639	854,396
Capital Improvement	0.50%	259,830	338,151	370,201	396,681	412,275	428,711
Parks	0.50%	305,683	397,825	435,531	466,684	485,029	504,366
Fire Protection	0.25%	152,841	198,912	217,765	233,342	242,514	252,183
Econ. Development	0.25%	152,841	198,912	217,765	233,342	242,514	252,183
Total		\$1,389,022	\$1,807,715	\$1,979,053	\$2,120,612	\$2,203,972	\$2,291,839
City Retained Portion of Sales Tax from Actual							
Countywide	1.00%	28,777	37,451	41,001	43,934	45,661	47,481
Capital Improvement	0.50%	34,988	45,535	49,851	53,417	55,516	57,730
Parks	0.50%	305,683	397,825	435,531	466,684	485,029	504,366
Fire Protection	0.25%	152,841	198,912	217,765	233,342	242,514	252,183
Econ. Development	0.25%	152,841	198,912	217,765	233,342	242,514	252,183
Total		\$675,131	\$878,636	\$961,914	\$1,030,718	\$1,071,235	\$1,113,943
Difference between PGAV Assumptions and Actual							
Countywide	1.00%	489,049	636,464	696,789	746,629	775,978	806,915
Capital Improvement	0.50%	224,842	292,616	320,350	343,265	356,758	370,981
Parks	0.50%	0	0	0	0	0	0
Fire Protection	0.25%	0	0	0	0	0	0
Econ. Development	0.25%	0	0	0	0	0	0
Total		\$713,891	\$929,080	\$1,017,139	\$1,089,894	\$1,132,737	\$1,177,896

**Table 8 from Redevelopment Project Area One Cost/Benefit Analysis dated 6/4/2018 prepared by PGAV Planners
Contribution to Sales Tax Pool From City EATs (Economic Activity Taxes) Not Captured by TIF
Corrected by David J. Harris based on information received from Greg Pace and others. 1/28/2019**

Footnotes from PGAV Table 8

These projections are based on a series of assumptions and should be used only to provide an indication of how the project may perform. These projections represent revenues estimated to be allocated to each affected taxing jurisdiction. Revenue estimates associated with the University City Countywide Sales Tax and the University City Capital Improvements Sales Tax are net of the contribution to the County sales tax pool associated with each of these sales taxes.

City Retained Portion of Sales Tax		PGAV	Corrected		% Comparison	% Comparison	% Comparison
Sales Tax		Assumptions	Actual		Actual/PGAV	Actual/PGAV	Actual/PGAV
Countywide	1.00%	84.70%	4.707%		5.56%	8.20%	48.60%
Capital Improvement	0.50%	85.00%	11.446%		13.47%		
Parks	0.50%	100.00%	100.00%		same		
Fire Protection	0.25%	100.00%	100.00%		same		
Econ. Development	0.25%	100.00%	100.00%		same		
Base Sales		\$5,820,000	\$5,820,000				
Year		2026	2027	2028	2029	2030	2031
Total Sales (from Table 7)		\$205,005,807	\$206,045,865	\$208,106,324	\$210,187,387	\$212,289,261	\$214,412,154
Total Taxable Sales	97.00%	\$198,855,633	\$199,864,489	\$201,863,134	\$203,881,765	\$205,920,583	\$207,979,789
City Retained Portion of Sales Tax from PGAV Assumptions							
Countywide	1.00%	866,801	871,074	879,538	888,087	896,721	905,442
Capital Improvement	0.50%	434,936	437,080	441,327	445,616	449,949	454,325
Parks	0.50%	511,689	514,211	519,208	524,254	529,351	534,499
Fire Protection	0.25%	255,845	257,106	259,604	262,127	264,676	267,250
Econ. Development	0.25%	255,845	257,106	259,604	262,127	264,676	267,250
Total		\$2,325,115	\$2,336,576	\$2,359,280	\$2,382,212	\$2,405,373	\$2,428,766
City Retained Portion of Sales Tax from Actual							
Countywide	1.00%	48,170	48,408	48,878	49,353	49,833	50,318
Capital Improvement	0.50%	58,568	58,857	59,429	60,006	60,590	61,179
Parks	0.50%	511,689	514,211	519,208	524,254	529,351	534,499
Fire Protection	0.25%	255,845	257,106	259,604	262,127	264,676	267,250
Econ. Development	0.25%	255,845	257,106	259,604	262,127	264,676	267,250
Total		\$1,130,117	\$1,135,687	\$1,146,722	\$1,157,868	\$1,169,126	\$1,180,496
Difference between PGAV Assumptions and Actual							
Countywide	1.00%	818,631	822,666	830,660	838,734	846,888	855,124
Capital Improvement	0.50%	376,368	378,223	381,898	385,610	389,359	393,146
Parks	0.50%	0	0	0	0	0	0
Fire Protection	0.25%	0	0	0	0	0	0
Econ. Development	0.25%	0	0	0	0	0	0
Total		\$1,194,999	\$1,200,889	\$1,212,558	\$1,224,344	\$1,236,247	\$1,248,270

**Table 8 from Redevelopment Project Area One Cost/Benefit Analysis dated 6/4/2018 prepared by PGAV Planners
 Contribution to Sales Tax Pool From City EATs (Economic Activity Taxes) Not Captured by TIF
 Corrected by David J. Harris based on information received from Greg Pace and others. 1/28/2019**

Footnotes from PGAV Table 8

These projections are based on a series of assumptions and should be used only to provide an indication of how the project may perform. These projections represent revenues estimated to be allocated to each affected taxing jurisdiction. Revenue estimates associated with the University City Countywide Sales Tax and the University City Capital Improvements Sales Tax are net of the contribution to the County sales tax pool associated with each of these sales taxes.

City Retained Portion of Sales Tax		PGAV	Corrected		% Comparison	% Comparison	% Comparison
Sales Tax		Assumptions	Actual		Actual/PGAV	Actual/PGAV	Actual/PGAV
Countywide	1.00%	84.70%	4.707%		5.56%	8.20%	48.60%
Capital Improvement	0.50%	85.00%	11.446%		13.47%		
Parks	0.50%	100.00%	100.00%		same		
Fire Protection	0.25%	100.00%	100.00%		same		
Econ. Development	0.25%	100.00%	100.00%		same		
Base Sales		\$5,820,000	\$5,820,000				
Year		2032	2033	2034	2035	2036	2037
Total Sales (from Table 7)		\$216,556,275	\$218,721,838	\$220,909,056	\$223,118,147	\$225,349,328	\$227,602,822
Total Taxable Sales	97.00%	\$210,059,587	\$212,160,183	\$214,281,784	\$216,424,603	\$218,588,848	\$220,774,737
City Retained Portion of Sales Tax from PGAV Assumptions							
Countywide	1.00%	914,250	923,146	932,131	941,206	950,371	959,629
Capital Improvement	0.50%	458,744	463,208	467,716	472,270	476,869	481,514
Parks	0.50%	539,699	544,950	550,254	555,612	561,022	566,487
Fire Protection	0.25%	269,849	272,475	275,127	277,806	280,511	283,243
Econ. Development	0.25%	269,849	272,475	275,127	277,806	280,511	283,243
Total		\$2,452,392	\$2,476,255	\$2,500,356	\$2,524,699	\$2,549,285	\$2,574,116
City Retained Portion of Sales Tax from Actual							
Countywide	1.00%	50,807	51,302	51,801	52,305	52,815	53,329
Capital Improvement	0.50%	61,774	62,375	62,982	63,595	64,215	64,840
Parks	0.50%	539,699	544,950	550,254	555,612	561,022	566,487
Fire Protection	0.25%	269,849	272,475	275,127	277,806	280,511	283,243
Econ. Development	0.25%	269,849	272,475	275,127	277,806	280,511	283,243
Total		\$1,191,979	\$1,203,578	\$1,215,292	\$1,227,124	\$1,239,073	\$1,251,143
Difference between PGAV Assumptions and Actual							
Countywide	1.00%	863,443	871,844	880,330	888,901	897,557	906,300
Capital Improvement	0.50%	396,970	400,833	404,734	408,674	412,654	416,674
Parks	0.50%	0	0	0	0	0	0
Fire Protection	0.25%	0	0	0	0	0	0
Econ. Development	0.25%	0	0	0	0	0	0
Total		\$1,260,413	\$1,272,677	\$1,285,064	\$1,297,575	\$1,310,211	\$1,322,973

**Table 8 from Redevelopment Project Area One Cost/Benefit Analysis dated 6/4/2018 prepared by PGAV Planners
 Contribution to Sales Tax Pool From City EATs (Economic Activity Taxes) Not Captured by TIF
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City Retained Portion of Sales Tax		PGAV	Corrected		% Comparison	% Comparison	% Comparison
Sales Tax		Assumptions	Actual		Actual/PGAV	Actual/PGAV	Actual/PGAV
Countywide	1.00%	84.70%	4.707%		5.56%	8.20%	48.60%
Capital Improvement	0.50%	85.00%	11.446%		13.47%		
Parks	0.50%	100.00%	100.00%		same	same	
Fire Protection	0.25%	100.00%	100.00%		same		
Econ. Development	0.25%	100.00%	100.00%		same		
Base Sales		\$5,820,000	\$5,820,000				
Year		2038	2039	2040	2041*		Totals
Total Sales (from Table 7)		\$229,878,850	\$232,177,638	\$234,499,415	\$236,844,409		\$4,555,855,962
Total Taxable Sales	97.00%	\$222,982,485	\$225,212,309	\$227,464,433	\$229,739,077		\$4,419,180,283
City Retained Portion of Sales Tax from PGAV Assumptions							
Countywide	1.00%	968,979	978,422	987,960	1,720,533		\$19,980,418
Capital Improvement	0.50%	486,205	490,944	495,729	860,267		\$10,022,547
Parks	0.50%	572,006	577,581	583,211	860,267		\$11,639,420
Fire Protection	0.25%	286,003	288,790	291,606	430,133		\$5,819,710
Econ. Development	0.25%	286,003	288,790	291,606	430,133		\$5,819,710
Total		\$2,599,196	\$2,624,527	\$2,650,111	\$4,301,333		\$53,281,804
City Retained Portion of Sales Tax from Actual							
Countywide	1.00%	53,849	54,373	54,903	95,615	5.56%	\$1,110,364
Capital Improvement	0.50%	65,472	66,110	66,754	115,843	13.47%	\$1,349,624
Parks	0.50%	572,006	577,581	583,211	860,267	100.00%	\$11,639,420
Fire Protection	0.25%	286,003	288,790	291,606	430,133	100.00%	\$5,819,710
Econ. Development	0.25%	286,003	288,790	291,606	430,133	100.00%	\$5,819,710
Total		\$1,263,333	\$1,275,645	\$1,288,080	\$1,931,990	48.31%	\$25,738,827
Difference between PGAV Assumptions and Actual							
Countywide	1.00%	915,130	924,048	933,056	1,624,918	94.44%	\$18,870,054
Capital Improvement	0.50%	420,733	424,834	428,975	744,424	86.53%	\$8,672,923
Parks	0.50%	0	0	0	0	0.00%	\$0
Fire Protection	0.25%	0	0	0	0	0.00%	\$0
Econ. Development	0.25%	0	0	0	0	0.00%	\$0
Total		\$1,335,863	\$1,348,882	\$1,362,031	\$2,369,343	51.69%	\$27,542,977
*PGAV Table 8 for 2041 should be: Countywide 1,476,558; Capital Imp 740,892; Parks 871,639; Fire 435,810; Econ Dev 435,810; a total of \$3,960,709 based on the Table 7 data for 2041. The "actual" amounts were adjusted to match with the PGAV Table 8 amounts so that the difference for 2041 should be approximately correct even if the individual amounts are not quite correct.							

**UNIVERSITY CITY COUNCIL
STUDY SESSION
5th Floor of City Hall
6801 Delmar Blvd.
January 28, 2019**

AGENDA

Requested by the City Manager

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, January 28, 2019. Mayor Crow called the Study Session to order at 5:33 p.m.

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

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

Also in attendance were City Manager, Gregory Rose; City Attorney, John F. Mulligan Jr.; Police Chief, Larry Hampton.

2. CHANGES TO REGULAR COUNCIL AGENDA

Councilmember Cusick moved to approve the agenda as presented; it was seconded by Councilmember Hales.

Mayor Crow noted a typographical error and asked that "*John Tiers*" be amended to read "*Jerrold Tiers*".

Voice vote on the motion carried unanimously.

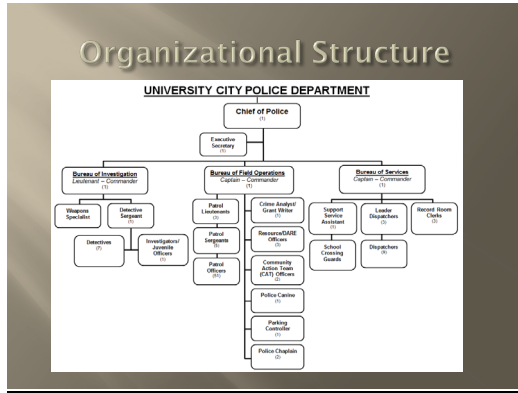
Mr. Rose stated he was asked to place an item on the agenda that would allow staff to provide Council with an update on the City's policing strategy and crime statistics. This report, while somewhat broad in nature, will provide detailed information on the 3rd Ward.

3. POLICE CRIME STATISTICS REPORT

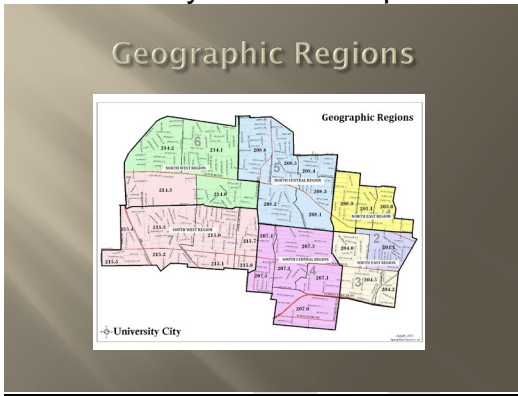
Police Chief, Larry Hampton, stated this presentation is designed to provide Council with an overview of crime statistics and the technology being utilized to reduce crime in U City.

- This Organizational Structure was implemented last year and focuses on communications, patrol, and investigations.

Organizational Structure



- Geographic Regions often referred to as wards or regions, are identified by the Police Department as districts that are broken down within COGIS to divide St. Louis County into smaller pieces.



- Non-emergency calls are dispatched within the U City Police department and include nuisance complaints, investigations, court dates, et cetera.
- Emergency or 911 calls are dispatched by St. Louis County for all municipalities within their jurisdiction.
- Calls for Service typically increase every year.
- Emergency calls are also expected to increase with the recent upgrade of the MG-911 System that recognizes texts and emails.

Calls for Service at UCPD

	Non-Emergency Calls	Emergency Calls	Total
2017	52,013	22,890	74,903
2018	55,218	22,105	77,323
Total	107,231	44,995	152,226

- FIRs = Field Interview Reports derived from traffic stops.

UCPD 2018 Tickets (totals)

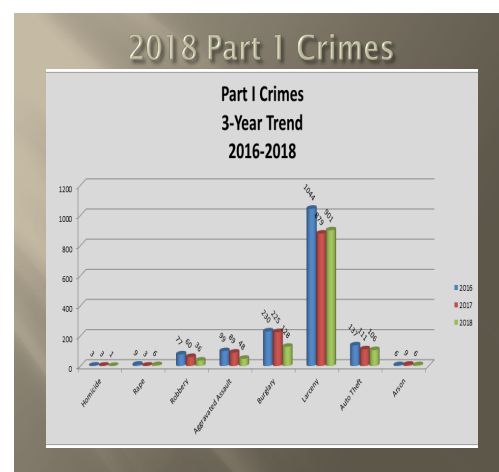
	Parking	Moving	FIRs
Department Totals (2018)	7778	4533	1238
Platoon A	2321	2515	697
Platoon B	2616	1918	490
SOU	2841	100	51

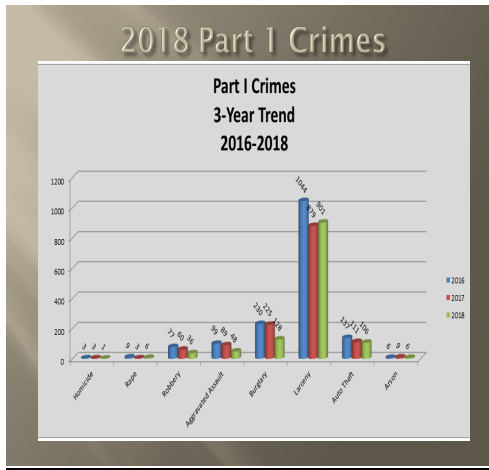
- Part I Stats include the most serious crimes.
- 2018 Part I Stats are down approximately 3% from 2017.
- Justifiable homicides are not included under the category of Homicides.
- The largest decrease in Part I crimes occurred in the areas of burglaries and robberies.
- Part II Crimes encompass municipal violations which are typically not prosecuted; i.e., runaways, curfew violations, et cetera.
- In 2021 the Department will be moving away from this type of summary reporting which only looks at eight different offenses, to MIBRS (Missouri Incident Base Reporting System), which collects data on forty-nine offenses and focuses on the details of each crime. The incorporation of this detail-oriented recordkeeping may result in the need to hire an assistant crime analyst.

Mayor Crow asked whether drug-related crimes are included in the Part I Stats? Captain Hampton stated the act of being in possession is typically not included in the database collected by the DOJ unless the type of drug involved or the circumstances surrounding the crime results in a felony; i.e., possessing illegal drugs on school grounds.

Current 2018 Part I stats

Incident Type			%		%	
	2016	2017	Change	2017	2018	Change
Homicide	3	3	0.00%	3	1	-66.67%
Rape	9	3	-66.67%	3	6	100.00%
Robbery	77	60	-22.08%	60	36	-40.00%
Aggravated Assault	99	89	-10.10%	89	48	-46.07%
Burglary	230	225	-2.17%	225	128	-43.11%
Larceny	1044	879	-15.80%	879	901	2.50%
Motor Vehicle Theft	137	111	-18.98%	111	106	-4.50%
Arson	6	9	200.00%	9	6	-33.33%
Total/Overall %						
Change	1605	1379	-14.08%	1379	1232	-10.66%





- Regional Part I Stats encompass the southeast, northeast, northwest and north central regions of U City.
- The northeast, northwest, and north-central regions are located north of Olive and are identified as the 3rd Ward. Larcenies and burglaries are prevalent in these regions.
- Stats for the southeast region; located near the Delmar Loop, depicts the most active Part I crimes, which in large part are related to larcenies.

Councilmember Carr posed the following questions:

1. Can you provide a definition of larceny?
2. Are the rapes documented in the southeast region tracked in a manner that identifies whether these are Wash U students, residents or visitors?
3. Are rapes that involve students handled independently by Wash U?

Chief Hampton stated larceny is the unlawful taking and carrying away of another's personal property with the intent to deprive the rightful owner of their possession permanently.

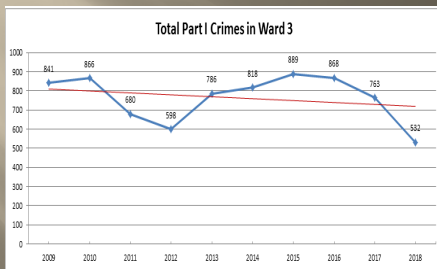
He stated the U City Police Department only covers a very small section of Wash U., so the rapes included in these stats are largely what are considered as date-rapes. Rapes reported to Wash U are on-campus and outside the jurisdiction of U City. Councilmember Carr questioned whether a crime involving a student that occurs within this jurisdiction, would be reported to U City's Police Department as well as the campus police? Chief Hampton stated his Department has a good rapport with Wash U's campus police that includes the sharing of information. So no matter who receives the information first, the other party will receive a courtesy call which allows both entities an opportunity to obtain direct statements from the witnesses, victims, and potential suspects. His Department also attends a monthly Intelligence Meeting with Wash U's campus police.

Regional Breakdown of 2018 Part I Stats

Region	District	Homicide	Rape	Robbery	Assault	Burglary	Larceny	MVT	Arson	Grand Total
South East	2,3	0	3	8	5	18	219	13	0	286
North East	1	0	0	9	14	33	166	24	0	246
North Central	5	1	0	3	11	33	164	25	2	239
North West	6	0	1	11	15	19	113	15	2	176
South West	7	0	2	2	3	17	118	10	2	154
South Central	4	0	0	3	0	8	121	19	0	151
Grand Total		1	6	36	48	128	901	106	6	1232

- In 2017 the total number of Part I crimes in Ward 3 was 763.
- In 2018 the total number of Part I crimes in Ward 3 was 532; representing the largest decrease in ten years.

2018 Ward 3 Part I Crime Stats

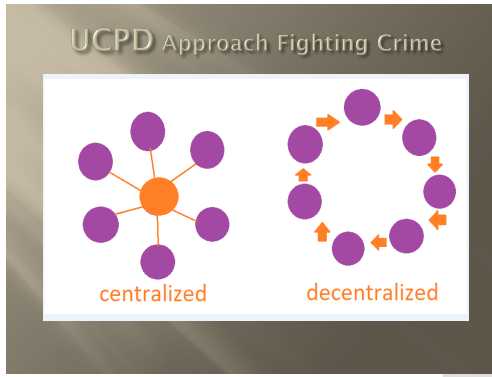


- 581 cases were assigned to the Bureau of Investigation in 2018
- 250 of those cases have been cleared
- 279 cases are inactive due to insufficient evidence; although they remain open pending the receipt of additional information.

Bureau of Investigation 2018

BOI Totals	Date: 1/1/2018 to 12/31/2018
Assigned	581
Returned	548
Cleared	250
Inactive	279
Unfounded	16
 Clearance Rate:	 0.43%

- A centralized approach involves the concentration of power in areas identified to have the highest crime rates.
- A decentralized approach which is more responsive to citizen preferences and deemed more efficient, is currently employed by U City through the use of specialized units:
 - Two Canine Units
 - Drones
 - Cameras; in the very near future, 25 cars will be equipped with audible dash-cams



- One member of St. Louis County's Drug Task Force has been assigned to work directly with U City to provide vital intelligence on known offenders within the community.
- Several U City officers have been trained to perform CPTED audits which seek to alter the physical design of residential and businesses properties in order to deter criminal activity.
- Although U City does have a Traffic Unit, the ability to maintain a permanent staff for this unit has been hindered by issues associated with retention.

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.

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.

- U City is currently in talks with St. Louis County's Vice Squad to formulate a partnership with their specially trained officers to assist with high crime areas.
- Due to an increase in car-jackings the St. Louis City Car-Jacking Task Force has increased their meetings to twice a month.

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

- U City's Juvenile Diversion Pilot Program is designed to support first-time juvenile offenders between the ages of 8 through 15.

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.

- The CAT Team is a proactive approach directed towards crime prevention that utilizes uniformed and undercover officers during the early morning hours. The Department's goal is to expand the operations of this team from five days a week to seven days a week.

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 policing) 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 precinct 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 (6 Officer Unit):
 - **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 (1-2 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 fostering greater traffic safety for motorists, bicyclists and pedestrians. Examples include crosswalk and DWI Enforcement details.

- The Department's Canine Unit

University City Police Department's Canine Unit (2 K-9 dogs) 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

1. UCPD Officer Brewer & K-9 Ryno
2. UCPD Officer Casey & K-9 King, who was named after Sergeant Mike King, who was killed in the line of duty

- Prior to implementation of the Department's GPS System, there was no way to track an officer's movements if he failed to turn on his radio.
- The Department has installed its first license plate reader and in the near future will implement a pilot program which utilizes utility pole license plate readers.

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.

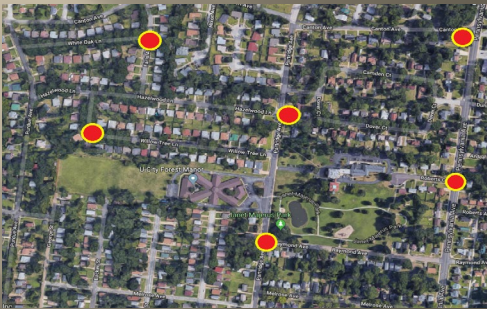
Gunshot Detection Technology -Acoustic Gunshot Locations Systems are designed to quickly locate the location of a gunshot after shots are fired and then alert police about the gunfire. The idea is that police could more quickly respond to gunfire incidents to make arrests and the system could potentially 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.

- U City has embarked on a 60 to 90-day pilot program to test how well the V-5 gunshot detection technology integrates with the Department's current system.
- Unlike ShotSpotter, the V-5 System has solar and Wi-Fi capabilities which enable the sensor to both detect and localize the source of gunfire in real-time leading to faster response times.
- The red dots on the map represent the six utility poles where the gunshot detection system will be located. These areas were identified through the Department's statistics as having the most reports of gunfire.
- Two systems will be equipped with cameras.
- Shots can be detected within a quarter of a mile radius.

Gunshot Detection Devices (Pilot Program)




Gunshot Detection Devices



- U City's bait car is no longer operational, so the Department is working with St. Louis County to determine what other options are available to reduce car thefts.

Policing with Technology

Bait Car-A bait car, also called a *decoy car*, *hot car* or *trap car*, is a vehicle used by law enforcement agencies to capture car thieves or thieves who steal items from cars. The vehicles are modified with audio/video surveillance technology, and can be remotely monitored and controlled. Those set up to catch car thieves may include GPS tracking.




- Chief Hampton stated recently he had the opportunity to observe a demonstration using the Throwbot, whose price now tops out at around \$15,000. He stated although he sees this as a good investment, staff is currently conducting research to determine if this technology can be purchased at a lower price.

Policing with Technology

Robotics-Reconnaissance Robot

Throwbot -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, OCU, antenna, charging system, tether, and pelican case, starts at \$7,500 for the base Throwbot. Prices top out at around \$13,000 for the XT.




- U City currently has two drones and is in the process of purchasing another drone which will be utilized by both the Police and Fire Department.
- The new drone will be equipped with a spotlight to enhance visibility at night.
- U City currently has two certified drone operators and two officers in training to receive their certificates.

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.



Councilmember Clay stated as a representative for the 3rd Ward he hears a lot about drug activity on corners and in individual homes. So he would like to hear a little bit about how that type of activity is documented and what the Police Department is doing to address it? Chief Hampton said situations like that are being handled through the City's collaboration with the County's Drug and Strike Force Task Forces that have been conducting mandatory call-outs and foot patrols in areas of concern. Successful drug busts have been conducted on the 1600 block of Crest, the 7300 block of Olive, and the drug activity on those street corners has been eradicated. Chief Hampton stated his Department is also exploring the use of cameras in these areas.

He stated the first step in documenting a potential nuisance property where drug trafficking may be taking place is typically a call from a resident that helps the police tie this activity to a specific address. Once an address is documented probable cause must be established prior to making an arrest which is normally done by making a controlled buy within that home.

Councilmember Clay stated he would like to laud the Chief and City Manager for their decision to implement the Juvenile Diversion Pilot Program because he thinks it is really important to give our young people as many opportunities as possible. So he would love to get more information about this program.

Chief Hampton stated he was approached by Chief Juvenile Officer Rick Gaines, who wanted to make sure his Department had an opportunity to participate in this program based on the number of U City juveniles that were being referred. As a result of that conversation, U City became the first jurisdiction to partner with the Family Courts in the implementation of this pilot.

Chief Hampton stated that the Department also has officers who participate in the Juvenile Court Diversion Program (JCC), which provides an alternative to formal court proceedings for first-time juvenile offenders.

Councilmember Clay asked when the gunshot detection pilot was scheduled to begin? Chief Hampton stated the pilot should be up and running, within the next three to four weeks. Councilmember Clay asked Chief Hampton whether the crimes that fall under Part I were usually committed by an individual that is familiar with the victim(s), or are they simply random acts of violence? Chief Hampton stated that a large number of crimes are committed by perpetrators who are familiar with their victims. For example, a snatch and grab may be committed by someone who has visited that store ten times within the last month and can be identified by the clerk. But on the other hand, he would like to contribute the fact that there are only a few random acts of violence in U City to the work performed by the Department's Community Action Teams.

Councilmember Smotherson asked if officers will have the option of turning their body or dash-cams off and on? Chief Hampton stated he selected the WatchGuard dash-cam because of its ability to provide automatic and continuous uploads without the need for officer involvement. So officers cannot turn them on or off, nor will they have the capacity to edit any portions of the video. He stated that the Department has also purchased their own server to reduce the cost of using the manufacturer's cloud-based data storage.

Mayor Crow thanked Chief Hampton for his presentation. He then encouraged his colleagues to take a look at the proposal issued today by Better Together because, at some point, it will require some dialogue amongst this Council to determine U City's position and learn what other communities view as the opportunities or obstacles. Mayor Crow stated he will be meeting again tomorrow with the Metro Mayors, so if anyone has any questions or concerns please feel free to direct them to him, Mr. Rose, or even the Municipal League.

Councilmember Carr stated when she tried to download the entire proposal on the City's website she discovered that it had been uploaded as a read-only document and that there were several reports related to the Police and Fire Districts that had not been made available. So she left a message for the Director asking that these files be made available in a format that allows the user to download, save or print.

Councilmember Clay asked if it was possible to invite representatives from Better Together to come and speak with Council about their proposal? Mayor Crow stated while he believes representatives from Better Together or even the Municipal League will be looking for every opportunity available to talk about this proposal, he thinks the first step should be for Council to have a private discussion before bringing in any guests.

Councilmember Clay stated while he certainly does not want to downplay the impact this proposal might have on any of the City's municipal colleagues, U City is the third largest municipality in St. Louis County, so the impact it can have on this community would be significant any way you look at it. Mayor Crow agreed with Councilmember Clay's assessment.

3. ADJOURNMENT

Mayor Crow closed the Study Session at 6:13 p.m.

LaRette Reese
City Clerk



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Liquor License for **Sze Chuan Cuisine, 7930 Olive Blvd**

AGENDA SECTION: Public Hearings

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Sze Chuan Cuisine** has applied for **Malt Liquor not in Excess of 5% Beer and 14% Wine, by the Drink, Retail** liquor license including **Sunday Liquor Sales**.

The Applicant / Managing Officer is Rui Zhong Cen.

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- Recommendations from University City citizens are included.
- Petition from business owners within a radius of 200 feet are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Liquor License for **Sze Chuan Cuisine, 7930 Olive Blvd**

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Sze Chuan Cuisine** has applied for **Malt Liquor not in Excess of 5% Beer and 14% Wine, by the Drink, Retail** liquor license including **Sunday Liquor Sales**.

The Applicant / Managing Officer is Rui Zhong Cen.

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- Recommendations from University City citizens are included.
- Petition from business owners within a radius of 200 feet are included.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.

RECOMMENDATION: City Manager recommends the approval of the Liquor License.

ATTACHMENTS: Investigation and Report from Police Department.



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

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

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

◊ AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ◊

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

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

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

I. BUSINESS APPLYING FOR LICENSE:

A. BUSINESS NAME AND TYPE

Sichuan cuisine MO Restaurant

- Sole Owner
- Partnership
- Corporation
- Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: Restaurant

ADDRESS: 7930 Olive Blvd St Louis MO 63132

HOURS OF OPERATION: 11:00 - 2:00

C. PHONE:

314-925-8711

II. MANAGING OFFICER:

A. NAME: (LAST)

Cen

(FIRST)

Rui

(MIDDLE INITIAL)

2

B. ADDRESS, CITY & ZIP CODE:

716 Wren Path Ct Ellisville MO 63021

C. PHONE:

314-657-2294 X

D. DATE OF BIRTH:

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)

H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:

USA

I. MISSOURI RESIDENT SINCE (MONTH & YR)

11/2001

K. TOWNSHIP:

L. COUNTY:

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)

FOR PARTNERSHIP OR LIMITED PARTNERSHIP

NUMBER OF MEMBERS:

A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)

Cen Rui Zhong 716 Wren Path Ct Ellisville MO 63021

Zhong Ming 14524 Green Castle Dr Chesterfield MO 63017

FOR CORPORATION OR LIMITED LIABILITY COMPANY

NUMBER OF MEMBERS:

A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)

OTHER PERSONS

NUMBER OF MEMBERS:

A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)

B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)

III OTHER INFORMATION

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

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

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

D. EXPLAIN (WHEN, WHERE?)

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

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

F. EXPLAIN (WHEN, WHERE?)

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

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

H. EXPLAIN (WHEN, WHERE?)

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

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

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

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

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

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

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

L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ 75000 OTHER (INCLUDING LIQUOR) \$ _____

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

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

YES NO

AMOUNT OWED:

\$

NAME:

ADDRESS, CITY, STATE, & ZIP:

PHONE:

OCCUPATION:

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

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

[Signature]

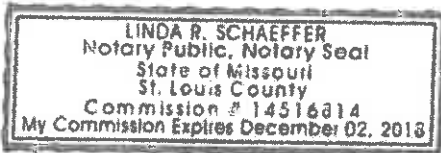
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 24 OF October 2018

[Signature]

NOTARY PUBLIC

MY COMMISSION EXPIRES:



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	<u>[Signature]</u>	Date: <u>1-22-19</u>
Comments:		
Community Development	<u>[Signature]</u>	Date: <u>1-29-19</u>
Comments:		
City Manager	<u>[Signature]</u>	Date: <u>2/6/19</u>
Comments:		

IV. SUNDAY LIQUOR LICENSE

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

Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST) Gen (FIRST) Rui (MIDDLE INITIAL) Z

B. BUSINESS NAME: Sichuan Cuisine M.D. PHONE NUMBER: 314-925-8711

Type of Liquor License held or applied for:

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

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

[Signature]
Signature of Applicant

Partner
Title of Applicant

10-24-2018
Date

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

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.06C of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 10/23/18 Name: LIMING LU
Location of University City real property taxed in your name: 7940 Olive Blvd
How long have you known applicant? 1 Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-239-1476 Signature: [Signature]

See Attached Network

2) Date: 10/24/18 Name: LI HUA LU
Location of University City real property taxed in your name: 8324 Olive Blvd
How long have you known applicant? 1 Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-239-1430 Signature: [Signature]

3) Date: 10/25/18 Name: Ming Shong
Location of University City real property taxed in your name: 8227 Olive Blvd
How long have you known applicant? 1 Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-223-4778 Signature: [Signature]

See Attached Network

4) Date: 10/30/18 Name: TaChung Hsia
Location of University City real property taxed in your name: 8517 Olive Blvd
How long have you known applicant? 1 Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-997-3747 Signature: [Signature]

5) Date: 10/13/18 Name: Guoquan Chen
Location of University City real property taxed in your name: 832 Fullerton Ave
How long have you known applicant? 1 Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 316 755 0731 Signature: [Signature]

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

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: 12/20/18 Name: Jian Van Young
Location of University City real property taxed in your name: 18318 Seville Ave
How long have you known applicant? 1 year Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 616 233 9101 Signature: [Signature]

2) Date: 12/19/18 Name: Xue Jin Zhong
Location of University City real property taxed in your name: 12614 Grant Dr
How long have you known applicant? 1 year Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314 258 3668 Signature: [Signature]

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

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

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



6801 Delmar Blvd
University City, MO 63130
Tel: (314) 505-8544
Fax: (314) 863-0921

VI. PETITION- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. **Please Note:** In the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.

The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and owners occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the drink, to be consumed on the premises where sold:

NAME	ADDRESS
LI TIAN JIAN	878 Olive Blvd.
WE WANCE LAN	7828 Olive Blvd.
XIN HUA WANG	7946 Olive Blvd.
HARRY WILLEY	7907 Olive
MURRAY BUTLER	7843 Olive Blvd
STACY SIMPSON	7831 Olive Blvd
JALAN SIA	7878 Olive Blvd
JIN CHANG	7880 Olive Blvd
CATHY WILSON	7856 Olive Blvd
YANG YANG	7848 Olive Blvd

(Attach additional sheet if necessary)

Complete Location Description


For See Church Cuisine, 7930 Olive Blvd. Hill

For supplying the liquid retail business, the restaurant property has a double door stand-up refrigerator which manage to hold 4 cases of light beer. This refrigerator is located inside ~~the~~ behind the cashier counter with purpose of keeping discipline that provide healthy and lawful meaning. With preventing under-age customer obtain liquid alcohol, the restaurant will follow state law to manage all liquid business

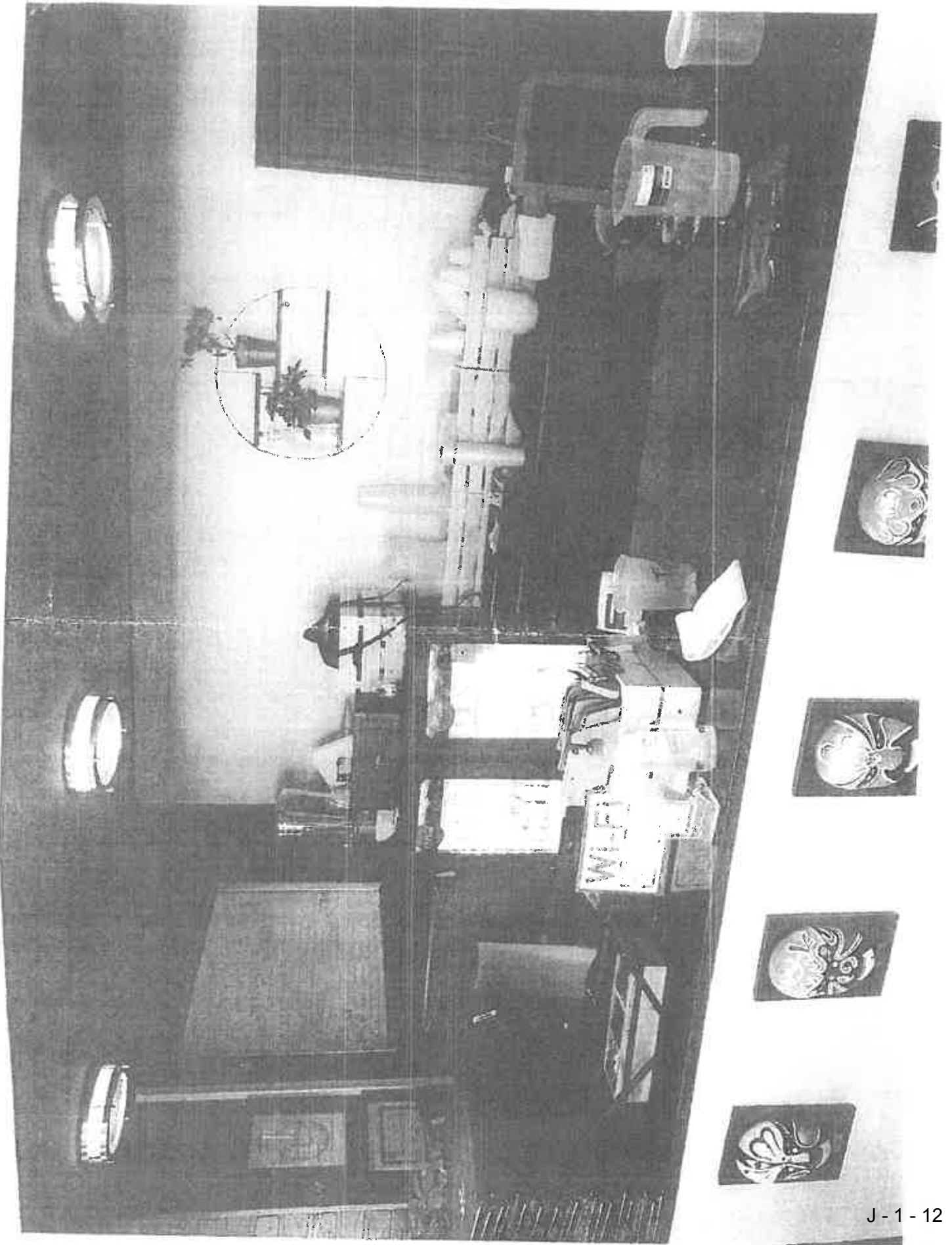
Sincerely

Resting Co

10/22/18







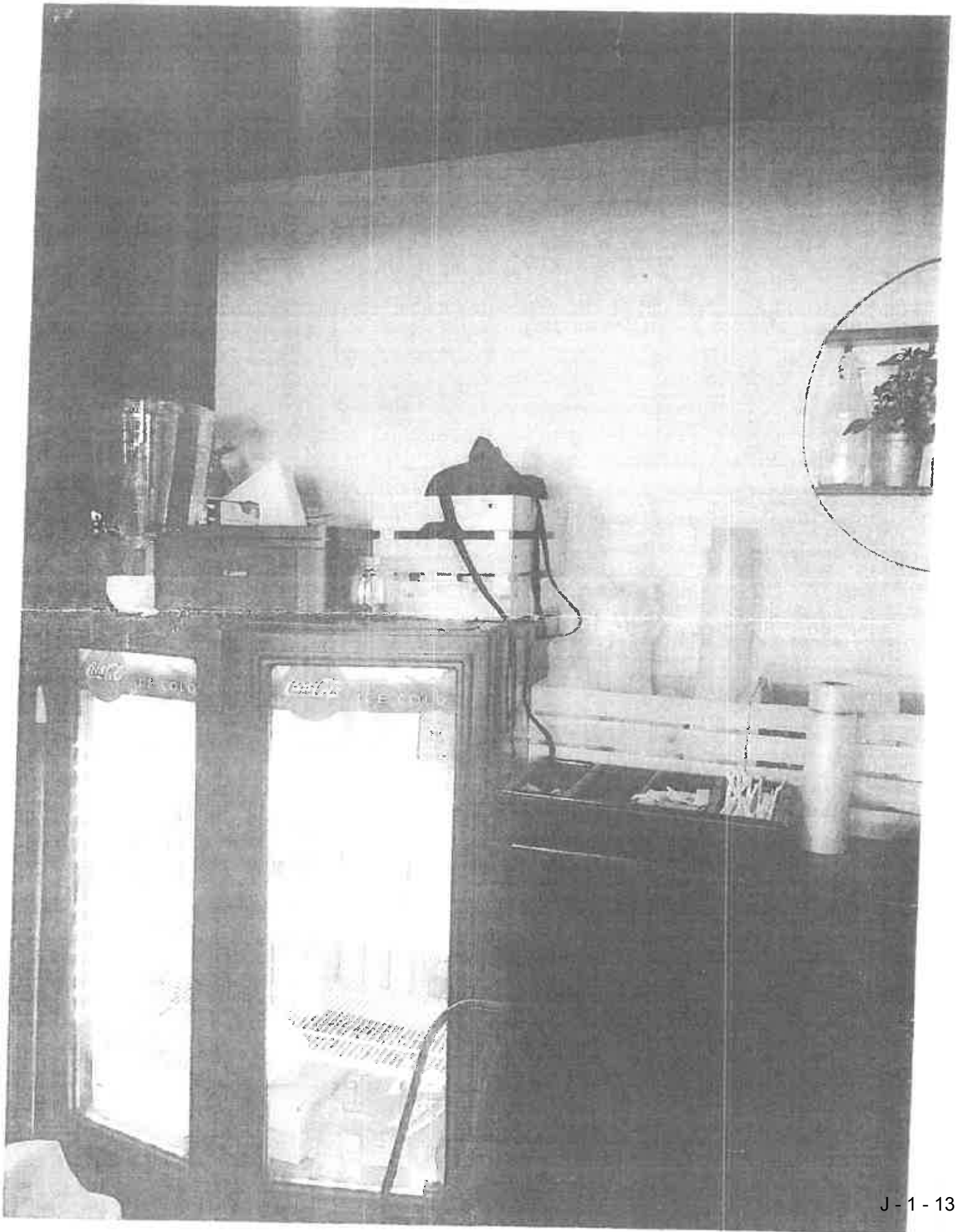
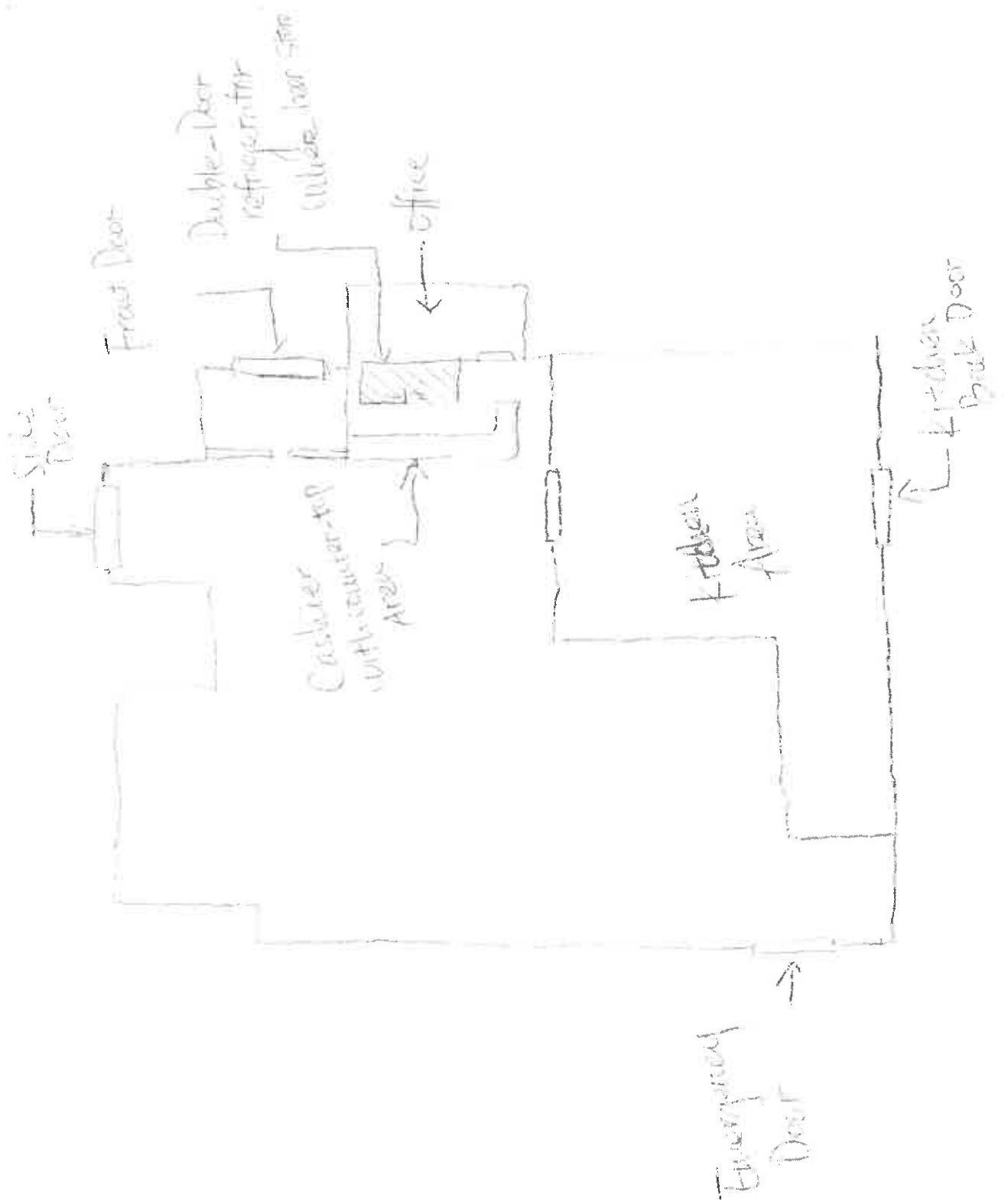


Diagram of the layout
For Site (Main Entrance, 79th Ave Blvd, 6370)



TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

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

SEARCH DATE: December 03, 2018
DATE CLEARED THROUGH: 03/01/2019
UNIVERSITY CITY

ZFZ FOOD LLC
716 WREN PATH CT
ELLISVILLE, MO 63021-4794

December 03, 2018

MISSOURI ID: 25288750
Notice Number: 2003601600

CERTIFICATE OF NO TAX DUE

The Department of Revenue, State of Missouri, certifies that this taxpayer/account has filed all required returns and paid all sales tax or withholding tax due, including penalties and interest, or does not owe any sales tax and withholding tax, according to the records of the Missouri Department of Revenue. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

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

ST. LOUIS COUNTY, MISSOURI



Personal Property Tax Receipt

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

This receipt serves as proof of paid personal property taxes and must be submitted when applying for an annual permit or license from St. Louis County.

No Taxes Are Due

Effective 2/6/2019.

Tax Year: 2018
Account Number: I00000412
Account Status: Active
Name: Cen Rui
Taxing Address: 716 Wren Path Ct
 Ballwin, MO 63021
School Sub Code: 110A
City Code: 019
Site Code: 0491
Total Assessed Value: 12,850
Tax Rate: 8.5072
Personal Property Declaration: 2018 declaration has been received.

Office Use: S2TP2311460P0I0Q030GI8KMO 2/6/2019 4:57:47 PM



Personal Property Tax Paid: I00000412

Tax Year	Tax	Interest	Penalties	Other Charges	Total Tax	Amount Paid	Date Paid
2018	\$1,093.18	\$0.00	\$0.00	\$105.00	\$1,198.18	\$1,198.18	12/31/2018

Vehicles Detail: I00000412 - 2018

Line Number	Reference Number	Description	Year	Make	Model	Product Code	Total Units	Assessed Value Per Unit	Total Assessed Value
1	30	Auto	2009	Acur	Mdx	374981	1	3,470	3,470
2	50	Auto	2015	Bmw	X4	213020	1	9,380	9,380
Total >>									12,850

If you have any questions, please contact the Collection Division at (314)615-5500.

Close Window



University City Police Department *Original*

Inter-office Memo



Date: 01/11/18

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Whitley DSN 372
SUBJECT: 7930 Olive (Liquor License Application)
CC:

Business

Sze Chuan Cuisine
7930 Olive Blvd
University City, MO 63130

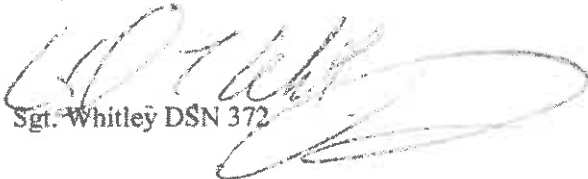
Applicant & Owner

Rui Zhong Cen
D.O.B. [REDACTED]
716 Wren Path Court
Ellisville, MO 63021
314-229-8438

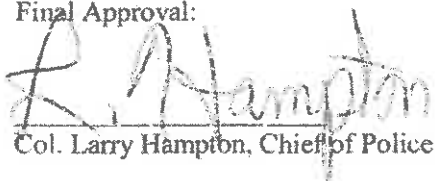
Sir,

I have reviewed the findings of the investigation completed by Detective Daur Nodari concerning the liquor license application submitted by Rui Zhong Cen, for Sze Chuan Cuisine, located at 7930 Olive Blvd, University City, MO 63130. Det. Nodari's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Sze Chuan Cuisine.

Respectfully Submitted,


Sgt. Whitley DSN 372

Final Approval:


Col. Larry Hampton, Chief of Police



Police Department

6801 Deimar Boulevard, University City, Missouri 63130, Phone: (314) 725-2211

MEMORANDUM

TO: Chief Hampton

FROM: Detective Nodari

DATE: 01-11-2019

SUBJECT: Liquor License Application for "Sze Chuan Cuisine"

Business

Sze Chuan Cuisine
ZFZ Food LLC
7930 Olive Blvd.
University City MO, 63130

Applicant & Owner

Rui Zhong Cen

716 Wren Path Court
Ellisville MO, 63021
314-229-8438

Application was received by Detective Nodari on 01-07-2019

Application is for (1) Malt liquor not in excess of 5% beer and 14%, by the drink, retail and (2) Sunday Liquor License

01-09-2019

- Det. Nodari contacted the Missouri Secretary of State and verified that ZFZ Food LLC (Sze Chuan Cuisine) is a validly registered business entity.
- Det. Nodari contacted the Better Business Bureau (BBB) and learned that Sze Chuan Cuisine is not an accredited agency with the BBB.
- Det. Nodari conducted a computer check of the Lotus Notes database however, did not locate any records involving the applicant or his business as being a place of occurrence of any crime.
- Det. Nodari contacted Rui Zhong Cen and requested that he complete a "Records Check" with the St. Louis County Police Department. He agreed to complete such a check and to respond to the station for an interview on 01-11-2019
- Det. Nodari conducted a computer check of the MO Department of Revenue database and learned that Rui Zhong Cen had a valid MO Driver's License.

- Det. Nodari contacted the Missouri Division of Alcohol and Tobacco Control and learned that Rui Zhong Cen had not yet obtained a liquor license with the State of Missouri.

01-11-2019

- Det. Nodari met with Rui Zhong Cen at the station and obtained a print out of his St. Louis County Records Check, which was stamped "No Record".
- Det. Nodari conducted an interview with Rui Zhong Cen and learned that Sze Chuan Cuisine will be open 11 am through 9 pm Monday through Thursday and Sunday; 11 am through 10 pm on Friday - Saturday.
- Rui Zhong Cen explained he operated a restaurant in St. Louis City at 3434 S. Kingshighway, St. Louis MO, 63139, called "Fu Lee Chinese Kitchen" with **NO** violations recorded and **NO** suspensions.
- Rui Zhong Cen stated he has 5 full time employees with none under the age of 21.
- Rui Zhong Cen was advised to contact this agency upon obtaining a valid State of Missouri Liquor License through the Board of Alcohol and Tobacco Control.

At this time I found no prohibiting factors from this applicant successfully moving forward for your review and approval.

Respectfully,


Det. Daur Nodari, DSN 466



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 Ruizhong Cen RACE Asian SEX male HT WT
ADDRESS: 716 Wren path ct DATE OF BIRTH
CITY Ellisville STATE MO ZIP 63021 PLACE OF BIRTH china
SOCIAL SECURITY # 495-17-4609

THIS INFORMATION IS CURRENT AS OF 1/11/2019 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]
Signature

1-11-2019
Date of request

SEE REVERSE SIDE FOR ARREST RECORD INFORMATION





Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Engine House #2 – Roof Replacement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND:

Due to a hail event impacting University City facility assets, the Engine House #2 Building Addition roof (Roof B – 3,394 square feet – see attached Roof Plan) was included in an insurance loss assessment on April 30, 2018 and received a monetary settlement of \$26,468.98

The referenced roof is in a deteriorating condition beyond the insurance-adjusted repair for the above dollar amount and needing replacement. Bids were received in the amounts listed below for like kind roof replacement work:

Shay Roofing - \$45,074
Bartch Roofing - \$45,186
Bade Roofing - \$66,300

After the insurance settlement is accounted for, an \$18,605.02 of funding is proposed to be funded from 12-Capital Improvement Sales Tax Fund under the Project #19/23-07 City Facilities Improvements pursuant to the current Capital Improvement Program.

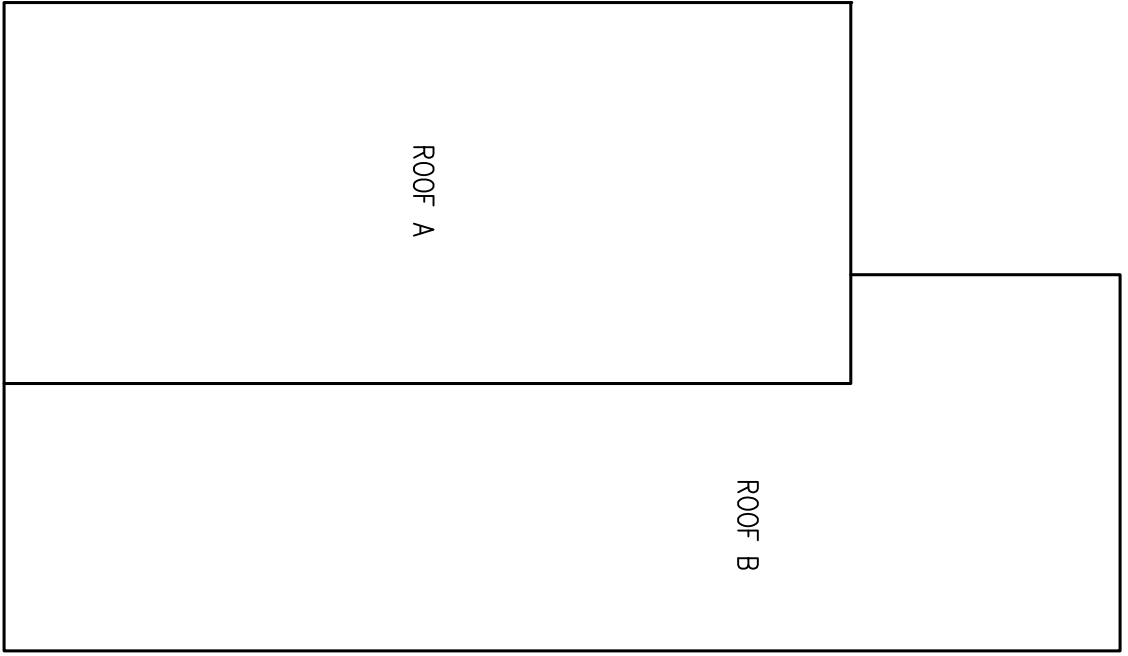
RECOMMENDATION:

City Manager recommends approval to award the Engine House #2 Roof B Replacement project onto Shay Roofing in their bid amount of \$45,074.00

ATTACHMENT:

- Engine House #2 Roof Plan
- Insurance report listing Engine House #2 settlement
- Bid responses

ROOF A-3,339 SQ/FT
 ROOF B-3,394 SQ/FT



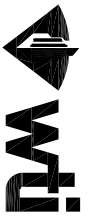
University City Fire and Rescue House #2
 1045 North and South Rd
 University City, MO 63130



UCITY FIREHOUSE #2 ROOF PLAN

Scale: 1" = ±20'-0"

NOTE:
 THIS DRAWING IS FOR REFERENCE PURPOSES AND GENERAL INFORMATION ONLY.
 SUBCONTRACTORS SHALL FIELD VERIFY EXISTING ROOF CONDITIONS, DIMENSIONS AND
 SQUARE FOOTAGES.



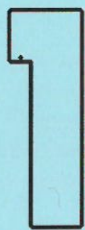
REV.	REVIEW	FILE NAME
100%	DATE	SHEET
10/22/17	1 OF 1	

DRAWING NAME:
 2017 ROOF PLAN OVERVIEW



CONTINUED - Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
Total: Main Level			42.93	2,261.52	41.11	2,220.41



Roof2

2517.05 Surface Area
264.62 Total Perimeter Length

25.17 Number of Squares

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
20. Remove Cap flashing - large	244.62 LF	0.49	0.00	119.86	(0.00)	119.86
21. (Install) Cap flashing - large	244.62 LF	5.50	0.00	1,345.41	(0.00)	1,345.41
22. R&R Exhaust fan - large room	2.00 EA	1,396.30	196.02	2,988.62	(1,173.50)	1,815.12
23. Remove PVC schedule 40 conduit, 1"	100.00 LF	0.85	0.00	85.00	(0.00)	85.00
24. (Install) PVC schedule 40 conduit, 1"	100.00 LF	3.85	0.00	385.00	(0.00)	385.00
25. R&R Flashing - pipe jack	4.00 EA	34.46	2.84	140.68	(11.67)	129.01
26. R&R Exhaust cap - through flat roof	3.00 EA	104.80	19.26	333.66	(79.07)	254.59
27. R&R Aluminum termination bar / flashing for membrane roofs	20.00 LF	2.53	1.28	51.88	(5.24)	46.64
28. Remove Tear off membrane roofing - fully adhered (no haul off)	29.81 SQ	45.94	0.00	1,369.47	(0.00)	1,369.47
29. Single ply membrane - Fully adhered system - 60 mil	29.81 SQ	367.21	490.91	11,437.44	(2,938.93)	8,498.51
30. R&R Insulation - ISO board, 2"	50.34 SQ	246.31	501.23	12,900.48	(480.11)	12,420.37

Insulation written to report current code applicable insulation. The exact insulation makeup of this roof is unknown; core sample required.

Totals: Roof2			1,211.54	31,157.50	4,688.52	26,468.98
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Total: Main Level			1,254.47	33,419.02	4,729.63	28,689.39
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Total: Firehouse 2			1,254.47	33,419.02	4,729.63	28,689.39
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**Heman Park
Rec Center**

Rec Center

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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UNIVERSITY_CITY

5/10/2018

Page: 4

University City

Mark Zaiontz

6800 Delmar

University City Mo.

10/25/17

mzaiontz@ucitymo.org

RE: FIREHOUSE ROOF HAIL DAMAGE SECTION B 3394 sq ft.

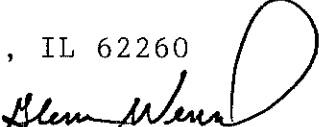
1. Scan roof, include \$1000.00 in base bid, replace with like kind.
2. Leave all coping caps., Terminate TRA flashing and slip flash.
3. Cut slice TPO 5' OC ½" FIBER BOARD mechanically attach , mop second layer of fiberboard in asphalt.
4. Install a bae ply of Composite ply, three type IV felts in Prem IV.
5. Burmastic flood coat and gravel. 301 on flashings.
7. Coat front cinder block wall with solar guard base and top coat.
8. Apply a 20 year warranty 3 tech days.

Total cost for job \$43,956.00

Performance bond \$527,500.

Contractor name: Shay Roofing, Inc.

Address: 400 S. Breese St., Millstadt, IL 62260

Representative: Glenn Wenzel Signature: 

Date available: 11/13/17

Please email bids to Mark Zaiontz before next Thursday nov 2 at 1:00

University City

Mark Zaiontz

6800 Delmar

University City Mo.

10/25/17

mzaiontz@ucitymo.org

RE: FIREHOUSE ROOF HAIL DAMAGE SECTION B 3394 sq ft.

1. Remove 3.5 " of insulation to metal deck.
2. Remove all copping caps, leave scupper boxes.
3. Install 2" and 1.5" polyisoanurtae insulation mechanically attached. Install crickets between scuppers.
4. Install 1/2:" Den-s-deck in low rise foam adhesive.
5. Install a 60 mil TPO in cold adhesive.
6. Install new copping caps and flashing.
7. Coat front cinder block wall with solar guard base and top coat.
8. Apply a 10 year warranty 3 tech days.

Total cost for job \$ 44,540.00

Performance bond \$ 534.00

Contractor name: Shay Roofing, Inc.

Address: 400 S. Breese St., Millstadt, IL 62260

Representative: Glenn Wenzel Signature: 

Date available: 11/13/17

Please email bids to Mark Zaiontz before next Thursday nov 2 at 1:00

University City
Mark Zaiontz
6800 Delmar
University City Mo.
10/25/17

mzaiontz@ucitymo.org

RE: FIREHOUSE ROOF HAIL DAMAGE SECTION B 3394 sq ft.

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5. Install a 60 mil TPO in cold adhesive.
6. Install new copping caps and flashing.
7. Coat front cinder block wall with solar guard base and top coat.
8. Apply a 10 year warranty 3 tech days.

Total cost for job

\$ 44,686.⁰⁰

Performance bond

\$ 500.⁰⁰

Contractor name:

Bartek Roofing

Address:

13575 Northwest 2nd Drive

Representative:

Bud Bowling

Signature:

[Handwritten Signature]

Date available:

11/01/2017

Please email bids to Mark Zaiontz before next Thursday nov 2 at 1:00

University City
Mark Zaiontz
6800 Delmar
University City Mo.

10/25/17

mzaiontz@ucitymo.org

RE: FIREHOUSE ROOF HAIL DAMAGE SECTION B 3394 sq ft.

1. Scan roof, include \$1000.00 in base bid, replace with like kind.
2. Leave all copping caps., Terminate TRA flashing and slip flash.
3. Cut slice TPO 5' OC ½" FIBER BOARD mechanically attach , mop second layer of fiberboard in asphalt.
4. Install a bae ply of Composite ply, three type IV felts in Prem IV.
5. Burmastic flood coat and gravel. 301 on flashings.
7. Coat front cinder block wall with solar guard base and top coat.
8. Apply a 20 year warranty 3 tech days.

Total cost for job

\$ 45,757.⁰⁰

Performance bond

\$ 500.⁰⁰

Contractor name: Bartch Roofing Co

Address: 13575 Northwest 2nd Drive

Representative: Brian Bawlin

Signature: 

Date available: 11/01/2017

Please email bids to Mark Zaiontz before next Thursday nov 2 at 1:00

University City

Mark Zaiontz

6800 Delmar

University City Mo.

10/25/17

mzaiontz@ucitymo.org

RE: FIREHOUSE ROOF HAIL DAMAGE SECTION B 3394 sq ft.

1. Remove 3.5 " of insulation to metal deck.
2. Remove all copping caps, leave scupper boxes.
3. Install 2" and 1.5" polyisoanurtae insulation mechanically attached. Install crickets between scuppers.
4. Install 1/2:" Den-s-deck in low rise foam adhesive.
5. Install a 60 mil TPO in cold adhesive.
6. Install new copping caps and flashing.
7. Coat front cinder block wall with solar guard base and top coat.
8. Apply a 10 year warranty 3 tech days.

Total cost for job \$ 65,321

Performance bond \$ 979

Contractor name: Bade Roofing

Address: St. Louis Mo 63125

Representative: Drew Bade

Signature: 

Date available: Nov

Please email bids to Mark Zaiontz before next Thursday nov 2 at 1:00

University City

Mark Zaiontz

6800 Delmar

University City Mo.

10/25/17

mzaiontz@ucitymo.org

RE: FIREHOUSE ROOF HAIL DAMAGE SECTION B 3394 sq ft.

1. Scan roof, include \$1000.00 in base bid, replace with like kind.
2. Leave all copping caps., Terminate TRA flashing and slip flash.
3. Cut slice TPO 5' OC ½" FIBER BOARD mechanically attach , mop second layer of fiberboard in asphalt.
4. Install a bae ply of Composite ply, three type IV felts in Prem IV.
5. Burmastic flood coat and gravel. 301 on flashings.
7. Coat front cinder block wall with solar guard base and top coat.
8. Apply a 20 year warranty 3 tech days.

Total cost for job \$ 71,763

Performance bond \$ 1,076

Contractor name: Bade Roofing

Address: St. Louis MO 63125

Representative: Drew Bade Signature: 

Date available: Nov

Please email bids to Mark Zaiontz before next Thursday nov 2 at 1:00



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Fogerty Park Improvements Phase 2 – Design Engineer

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND:

In the summer of 2017, Fogerty Park Phase 1 Improvements were completed. In the summer of 2018 the City applied for and was awarded a grant for the design and construction of Fogerty Park Phase 2 Improvements. These improvements include, replacing the remainder of the perimeter trail, trail lighting, a splash pad, and stormwater best management practices (BMPs). The City solicited statements of qualifications (SOQ) from engineering firms to finish the design and handle bidding and construction services. The Request for Qualifications (RFQ) went out in December 2018 with SOQs due on January 4, 2019.

The City received 11 statements and ten of those statements were reviewed. One company did not qualify because they were not an engineering firm. Three of the ten companies reviewed advanced to the interview phase of the selection process. Interviews were held the week of January 7-11, 2019. One firm was asked to submit a contract and fee proposal. **Access Engineering LLC.**

This agreement with Access Engineering provides a compensation of \$68,900.00 for design, bidding, and construction services. The St. Louis County Municipal Park Grant Commission will reimburse up to \$68,900 of the contract amount.

RECOMMENDATION:

City Manager recommends approval to sign and enter into the professional services agreement with the Consultant (Access Engineering LLC)

ATTACHMENT:

- Draft Professional Services Agreement

**PROFESSIONAL SERVICE AGREEMENT
FOR FOGERTY PARK PHASE 2**

THIS AGREEMENT is made and entered into the _____ day of **February** by and between the **City of University City, Missouri** (hereinafter the “**CITY**”) and **ACCESS ENGINEERING, LLC** (hereinafter the “**CONSULTANT**”)

1. **Scope of Work.** The **CONSULTANT** agrees to perform the services described in Exhibit A, which is attached hereto and made a part hereof. In accordance with the other conditions included in this **AGREEMENT**, such **Scope of Work** is sometimes collectively referred to herein as the “**PROJECT**”.

2. **Compensation.** The **CITY** shall pay to the **CONSULTANT** a LUMP SUM TOTAL OF \$68,900 for services performed hereunder. This total sum will be invoiced under the following phases:

- Design Development Engineering - \$41,350
- Construction Management - \$27,550
- Total** **\$68,900**

The payment of this sum shall be made in accordance with written invoices submitted by the **CONSULTANT** detailing the work performed, the person or persons performing the work, the detailed fees and costs therefore and the percentage of the **AGREEMENT** completed at the time of invoicing.

3. **Consultant’s Period of Service.** The **CONSULTANT’S** services shall be performed expeditiously and consistent with the **CONSULTANT’S** professional skill and judgment.

4. **Deliverables.** The deliverables to be produced by the **CONSULTANT** are set forth and described in the **SCOPE OF WORK**.

5. **Ownership of Deliverables.** All plans, drawings, schedules, specifications and other documents, including those prepared in electronic form, shall be an become the

property of the **CITY**, and may thereafter be utilized by the **CONSULTANT** only upon written permission of the **CITY**. Such written permission shall not be unreasonably withheld. Any reuse of the deliverables beyond that intended for this **PROJECT** without verification or adoption by the **CONSULTANT** will be at the **CITY'S** risk and without liability of the **CONSULTANT**. No report, handout or other document or material produced in whole or in part under this AGREEMENT shall be the subject of an application for copyright on behalf of the **CONSULTANT** or any Sub-Consultants.

6. **Meetings.** The **CONSULTANT** shall consult with the **CITY** at regularly scheduled design review meetings to the extent described in the SCOPE OF WORK.

7. **CITY's Representative.** The **CITY** hereby designates Chris Kalter as the **CITY'S** Representative to act in the **CITY'S** behalf with respect to the **PROJECT**. The **CITY** or the **CITY'S** Representative shall render decisions promptly to avoid unreasonable delay in the progress of the **CONSULTANT'S** services.

8. **Consultant's Representative.** The **CONSULTANT** hereby designates Michael L. Brown (License No. 200115611) as the **CONSULTANT'S** representative to act on the **CONSULTANT'S** behalf with respect to the **PROJECT**. Such Representative should not be changed without the **CITY'S** consent, except where such Representative leaves the **CONSULTANT'S** employment.

9. **Standard of Care/Relationship of Parties.** No agency or employment agreement is created by this **AGREEMENT** and the **CONSULTANT** shall be an Independent Contractor. The **CONSULTANT** shall serve as the **CITY'S** professional representative in the planning, engineering, design and technical aspects of the **PROJECT** contemplated by the **CITY**; however, the **CONSULTANT** shall have no authority to legally bind the **CITY** without the **CITY'S** expressed written consent. The **CONSULTANT** shall recommend sound, technical, schedule and economic design solutions to the **CITY**. In addition to its obligations to perform the **AGREEMENT** duties herein specified, the **CONSULTANT** shall perform its services

hereunder with such professional skill and care ordinarily provided by such consultants practicing the same profession or trade in St. Louis County, Missouri.

10. **Confidentiality.** During this **AGREEMENT**, the **CONSULTANT** may become privy to information identified by the **CITY** as confidential, or which, is otherwise considered by its nature to be. The **CONSULTANT** represents and warrants that it will take all steps necessary to protect such confidential information consistent with its duties hereunder.

11. **Not Used.**

12. **Compliance with ADA and Other Applicable Law.** The **CONSULTANT** shall perform all tasks in strict compliance with all applicable laws, including the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 et seq., 47 U.S.C. §§225 and 611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at §8.610 et seq., as well as any modifications, amendments or update to any of these standards in effect at the time of construction. Any deviation from the standards of the Americans with Disabilities Act, as Amended, whether in accordance with plans or at the discretion of the **CONSULTANT** must be approved in writing by the **CITY** or its authorized representative before construction or installation by the **CONSULANT**. The **CONSULTANT'S** design shall further comply with all other applicable provisions, applicable laws, regulations and ordinances.

13. **Indemnity/Hold Harmless.** The **CONSULTANT** agrees to defend, indemnify and hold harmless the **CITY**, its elected and appointed officials, and all employees from and against any and all claims, actions, damages, liability and expense, including attorneys' and other professional fees, and the expenses of such parties, in connection with loss of life and bodily injury and/or damage of property arising from the work and operation under this **AGREEMENT**, but only to the extent cause by the negligent acts or omissions, in whole or part,

of the **CONSULTANT**, its officers agents, Sub-Consultants or employees. The **CONSULTANT** shall indemnify, defend and hold harmless owner from all liability costs, claims and any injury, death, loss or damage whatsoever (including attorneys' fees) resulting from or pertaining to such conduct.

14. **Termination.** This **AGREEMENT** may be terminated as follows:
- a. For failure to perform or for other breach of the terms of this **AGREEMENT**, the **CITY** may terminate by giving written notice to the **CONSULTANT**, seven (7) days prior the date of termination or,
 - b. Without cause, either party may terminate by giving written notice to the other thirty (30) days prior to the date of termination.

The **CITY** will pay the **CONSULTANT** for all services and reasonable costs incurred prior to the date of termination.

15. **Notice.** All notices required or permitted under this **AGREEMENT** shall be deemed served when received by personal delivery, by nationally recognized overnight carrier or certified mail, return receipt requested, postage prepaid at the following addresses:

CITY OF UNIVERSITY CITY

CONSULTANT

City of University City
6801 Delmar Blvd.
University City, MO 63130
Attn: Sinan Alpaslan

Access Engineering, LLC
11820 Tesson Ferry Rd.
Ste. #203
St. Louis, MO 63128

16. **Waiver.** The failure of one party to require performance of any provision of this **AGREEMENT** shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this **AGREEMENT** constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

17. **Controlling Law/Venue.** This **AGREEMENT** shall be interpreted in accordance with the laws of the State of Missouri. Any action brought hereunder shall be

brought in the Circuit Court of St. Louis County, Missouri or in the event of Federal jurisdiction,
in the United States DISTRICT Court, Eastern DISTRICT of Missouri.

WHEREFORE, the parties have set their hands the day and date first above written.

City of University City, Missouri

Gregory Rose

City Manager

By: _____

Title: _____

Date: _____

ACCESS ENGINEERING, LLC

By: _____

Marie Dennis, PE

Owner / Principal

Date: _____

Scope of Services

The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other items necessary for preparation of concepts, designs, construction documents and construction administration services for the project. The project is located at Fogerty Park within the City of University City, Missouri and includes the reconstruction of portions of trail, associated lighting, a new splash pad, connecting sidewalks and necessary drainage improvements.

Services will follow three main phases of work: Design Development, Construction Documents and Construction Services.

1. DESIGN DEVELOPMENT ENGINEERING

1a. Design Development

- a. Attend "Kick-Off" meeting with CLIENT to review project scope, confirm design elements, review schedule, and walk project site with CLIENT.
 - i. (1 meeting)
- b. Participate in Design Team discussion of overall design concept for project scope of work. Anticipate providing input on possible routing adjustments to the park loop trail, location and style of stormwater BMP(s), and planting approach to BMP(s).
 - i. (1 meeting).
- c. Along with the participation in the overall design concept discussion the CONSULTANT will create up to two design concepts for the splash pad location and design style based on approved 2015 Park Master Plan, Round 19 Municipal Parks Grant Scope of Work, and team discussions. Documents include:
 - i. Trail Alignments
 - ii. Lighting Layout
 - iii. Conceptual Grading and Earthwork
 - iv. Splash pad pavement type and shape
 - v. Splash pad nozzle types or water spray amenities
 - vi. Cost analysis of the elements within each of the concepts
- d. The CONSULTANT will complete topographic surveys to the extent required to design park features included in this project. The survey will be tied to a known MSD benchmark.
 - i. The CONSULTANT will establish site project survey control per GPS observations. Horizontal coordinate values will be on the Missouri State Coordinate System (East Zone) and vertical control (Elevations) will be referenced to the MSD datum by GPS observation.
 - ii. The park perimeter pedestrian bike path will be located. The topographic mapping of the bike path will include locations 10-feet left and locations 10-feet right along the path pavement corridor.
 - iii. The playground area (recent construction) will be mapped along with the pavilion, pavilion path approaches with ground locations sufficient to identify drainage patterns in the vicinity of the play equipment.

- iv. The old tennis court area within the southeast area of the park will be topographically mapped.
 - v. The CONSULTANT will provide ground elevations between localized topographic areas as described above to further define drainage patterns within the park.
 - vi. The deliverable will be in AutoCAD Civil 3D electronic format with (2) signed and sealed prints provided to the client.
- e. The CONSULTANT will coordinate with utilities and prepare submittals for new or modified existing service connections for:
 - i. Ameren – New trail lighting and splash pad electrical service and control
 - ii. Water - Splash Pad water service
 - f. The CONSULTANT will analyze site drainage, complete calculations and prepare a submittal to MSD for approval after the CLIENT selects an alternate.
 - i. It is assumed that University City is a Metropolitan St. Louis Sewer District partnering community and that no submittal fees are anticipated.
 - ii. It is assumed that any BMP easements, agreements and all associated fees and costs associated will be considered not included in this scope.
 - iii. If additional property surveys, fees, and/or deposits are required, the CLIENT and CONSULTANT will develop an agreement for a contract supplement and additional fee.
 - g. Attend meeting with Client to review preliminary site plan layout and splash pad concepts. It is anticipated we will leave this meeting with clear direction on a final design for the park improvements including the splash pad.
 - i. (1 meeting).
 - h. Following the meeting with Client, the CONSULTANT will create a design development drawing package based on the approved design concept. These documents will refine items identified in c. to allow for quantity take-offs for cost estimating and reviewing with splash pad product suppliers.
 - i. The CONSULTANT will provide a plan sheet to the CLIENT to be used on CLIENT website for project information.
 - j. The CONSULTANT will review and assist the CLIENT with pay applications.

Phase 1a Deliverables

The CONSULTANT shall produce clear, concise drawings depicting defined project scope including:

- Trail and Lighting Layout
- Splash Pad Concept Drawings
- Select Details for CLIENT Review.
- Drainage Calculations and Plans for Submittal to MSD
- 70% Drawings (in-progress)

Phase 1a Meetings

- One (1) "Kick-off" Meeting
- One (1) Design Team Coordination Meeting
- One (1) Client Design Review Meeting

1b. Construction Documents Development

Construction Documents will be based upon the Client's approval of Design Development documents and budget developed for the site work of the project.

- a. Prepare Construction Documents adequate to confirm pricing and final scope of the Project. Fix and describe the size and character of the Project elements in terms of size, shape, and appearance. Construction Documents and plans to include:
 - i. Splash pad with associated elements and site work. Splash pad mechanical/plumbing system design to be contractor provided engineered shop drawing submittal.
 - ii. Site landscape including BMPs
 - iii. Design grading
 - iv. Provide plans, sections, elevations, typical construction details, schedules, and final materials selections as needed.
 1. Title
 2. Notes and Details
 3. Demolition Plan
 4. Site Plan (including ADA designs for trail and sidewalk connections)
 5. Erosion Control
 6. Drainage Plan and Details
 7. BMP Details
 8. MSD Drainage Area Calculations
 9. Lighting Layout and Details
 10. Landscaping Plan and Details
 11. Sidewalk Layout and Details
 12. Splash Pad Detail
- b. Prepare technical specifications stating materials or products to be used. Provide samples and/or cut sheets of selected fixtures, furniture, site amenities, and finish materials.
- c. Prepare estimate of probable costs based on design and grant funding.
- d. Bid form
- e. City meeting to review progress documents and Cost Opinion
 - v. (2 meetings).
- f. Prepare and submit final MSD set of plans for approval.
- g. The CONSULTANT will review and assist the CLIENT with pay applications.

Phase 1b Deliverables

The CONSULTANT shall produce clear, concise construction drawings depicting defined project scope including:

- Digital Drawings (100%)

Phase 1b Meetings

- One (1) Design Team coordination meetings.
- One (1) City progress review meetings.

2. Construction Services

- a. Bidding / Negotiation / Award
 - i. Provide addenda, RFI responses, and clarification drawings as required. Update Construction Documents incorporating addenda into construction set following award.
 - ii. Attend pre-bid meeting to answer project related questions.
 - iii. Assist with evaluation of bids.
- b. Construction Observation
 - i. Attend pre-construction meeting with the selected Contractor prior to beginning of construction. Meeting intended to review project schedule, submittal process, Client requirements, etc.
 - ii. The CONSULTANT shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. The CONSULTANT's review shall be conducted with reasonable promptness, while allowing sufficient time in the CONSULTANT's judgment to permit adequate review and the CONSULTANT shall report to the CLIENT as soon as possible any deficiencies it discovers in such review.
 - iii. Review of mock-up of materials for approval regarding workmanship and quality.
 - iv. CONSULTANT shall maintain throughout the term of the Project copies of all shop drawings, mock-ups, and revised Construction Documents.
 - v. Provide field review of site construction, answer questions, and respond to Requests for Information (RFI), attend construction meetings, and prepare punch lists and final closeout. On-site visits will be scheduled for critical contractor operations when beginning major work items, testing as needed, and in response to contractor questions as necessary.

- c. Perform punch list review of completed work. CONSULTANT will document the review and issue a list of items to be addressed for incorporation into an overall project punch list.
- d. The CONSULTANT will perform a final inspection closeout to verify the punch list items have been completed.
- e. The CONSULTANT will review and assist the CLIENT with pay applications.

Phase 2 Deliverables

- Bid Documents and Specifications
- Estimate of Cost Opinion

Phase 2 Meetings

- One (1) Design Team coordination meetings.
- One (1) City progress review meetings.
- One (1) Pre-bid Meeting
- One (1) Pre-Construction Meeting
- Site Visits during construction period to review splash pad and landscape installation.
- Site Visits during construction period to review trail, lighting, drainage and sidewalk installation.
- One (1) Punchlist review of completed project.

Scope Assumptions:

1. The CLIENT will provide the CONSULTANT the geotechnical report utilized in Phase 1, if available.
2. Submittal fees, deposits and/or other direct costs are not included except as listed below:
 - a. Travel mileage
 - b. Printing
 - c. Other office equipment costs
3. Design will be completed using AutoCad.
4. The CLIENT will perform daily visits and site condition inspections and will notify the CONSULTANT if there are items that should be addressed by the CONSULTANT.



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Traffic Signal Maintenance agreement

AGENDA SECTION: Consent Agenda

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The City of University City owns and maintains eight (8) traffic signals. Since St. Louis County Highways and Traffic terminated their maintenance agreement in 2015 with the City, CBB Transportation Engineers has been providing maintenance services on these signals under a maintenance agreement year by year.

In January of 2019, CBB Transportation Engineers submitted a renewal proposal to the City to cover not only maintenance services, but traffic engineering services for the signals, as needed. The agreement includes the following services:

1. Annual Maintenance Services
2. Scheduled maintenance Services
3. Emergency Maintenance Services
4. Signal Timing and Programming
5. Signal Locate Services

The costs associated with the maintenance operations are comparable with the previous agreement including minimal industry costs increase. The payment for the contract costs is funded from the Public Works Department-Street Division budget.

STAFF RECOMMENDATION:

City Manager recommends to approve and enter into the proposed agreement with CBB to provide Traffic Signal Maintenance Services.

ATTACHMENT:

- Renewal agreement

January 1, 2019

Errol Tate
Senior Public Works-Park Manager
City of University City
6801 Delmar Blvd
University City, MO 63130

RE: Renewal for On-Call Traffic Signal Maintenance Services
City of University City
CBB Proposal No. P19-7

Dear Mr. Tate,

As requested, we are submitting the following renewal for on-call traffic signal maintenance services related. Specifically, you have asked that CBB renew the services provided since 2016.

For these proposed services, we have teamed with Gerstner Electric in order to provide a single solution for all services required to properly maintain each traffic signal. The attached scope of services outlines the proposed annual maintenance and on-call services. CBB will serve as the point of contact for these services and will coordinate all work. The project manager will be a licensed Professional Engineer (PE), certified Professional Traffic Operations Engineer (PTOE) and certified IMSA Traffic Signal Level III Senior Field Technician. Furthermore, CBB is an approved consultant on MoDOT's LPA pre-qualification list.

The annual maintenance items would be performed annually, bi-annually or as directed. Finally, the response time for on-call services has been identified within the attached scope of services.

At the start of the project, we will provide you with a list of contact numbers and email addresses. We anticipate having a primary contact person for normal business hours and a separate contact person for emergency off-hours work.

We propose to perform these services based on the attached proposed fees. The attached proposed fees outlines the cost for each task. We will invoice you monthly and you agree to pay for these services within 30 days of the date of the invoice. You agree to pay all reasonable expenses incurred by CBB including but not limited to attorney fees, court costs and interest at the legal rate to collect any amount due under the terms of this agreement. Further, you agree to limit our liability to you due to any negligent act, errors, or omissions such that the total aggregate liability of our firm shall not exceed \$50,000.



If the proposed scope of services, schedule, fees, payment conditions and limits of liability described above meet your approval, please sign and return this contract for final execution in our St. Louis, Missouri office. We will return a fully executed copy for your files.

We look forward to working with you on this project. Should you have any questions or comments concerning this proposal, please contact me in our St. Louis office.

Sincerely,

Jonathan Deves, P.E., PTOE
Senior Traffic Engineer

THE UNDERSIGNED HEREBY COMPLIES WITH ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT:

Signature

Date

Printed Name

Title

Entity

AUTHORIZING FOR GEORGE L. CRAWFORD & ASSOCIATES, D/B/A CBB, SIGNED AND EXECUTED IN ST. LOUIS, MISSOURI, ON THE FOLLOWING DATE:

Signature

Date

Printed Name

Title

CBB Proposal No.: P19-7
Contact: Mr. Errol Tate
Office No.: 314-505-8571
Email: etate@ucitymo.org



Exhibit A - Scope of Services

The following scope of services outlines the proposed annual maintenance and on-call services related to maintaining the City of University City's traffic signal system. For these proposed services, we have teamed with Gerstner Electric in order to provide a single solution for all services required to properly maintain each traffic signal. CBB will serve as the point of contact for these services and will coordinate all work. The project manager will be a licensed Professional Engineer (PE), certified Professional Traffic Operations Engineer (PTOE) and certified IMSA Traffic Signal Level III Senior Field Technician.

The annual maintenance items would be performed annually, bi-annually or as directed. Finally, the response time for on-call services has been identified within the attached scope of services.

At the start of the project, we will provide you with a list of contact numbers and email addresses. We anticipate having a primary contact person for normal business hours and a separate contact person for emergency off-hours work.

The projected timeframe for these services would begin January 1, 2019 and would extend until December 31, 2019.

I. Annual Maintenance (once per year)

- a. Conflict Monitor Testing – The consultant will perform routine conflict monitor testing using an ATSI certified tester and will maintain testing records. For monitors that are found to be faulty, the consultant will arrange for repairs or replacement upon authorization from the agency.
- b. Cabinet Preventative Maintenance – The following tasks will be completed on a routine basis. If issues are found during preventative maintenance the agency will be notified of each issue and proposed solutions. However, no repairs would be completed until receiving authorization from the agency.
 - i. Vacuum cabinet and replace air filter
 - ii. Check and repair all wiring and connections and proper ground
 - iii. Inspect power supply
 - iv. Verify properly working detection
 1. Clean video detection cameras (Contractor shall notify City staff before proceeding with this task)



II. Scheduled Maintenance (5 day response time)

- a. Customer Service Requests – The consultant will investigate and troubleshoot signal related concerns received from agency staff and the general public. The consultant will respond within two working days and will attempt to resolve issues within five working days. If the issue is determined to be critical to traffic management or safety, the work will be considered emergency maintenance (Scope Item IV)
- b. Repair detection – Vehicle and pedestrian actuation will be repaired within five working days. The controller programming will be modified as necessary until the repairs are completed.
- c. Replace bulbs – Burnt out bulbs will be replaced within five working days.

III. Emergency Maintenance

(1 hour response time Mon-Fri 7:00am-3:30pm)

(2 hour response time 3:30pm-5:30pm)

(4 hour response time for after hours and weekends)

- a. Signal Malfunctions
- b. Detector Malfunctions
- c. Damaged Equipment

IV. Signal Timing and Programming

- a. Maintain database of controller programming – The consultant will maintain an updated database of controller programming for each location. The database will be updated following timing adjustments and/or signal modifications.
- b. Respond to signal timing related customer concerns – The consultant will respond to and investigate signal timing related concerns within two working days. As needed, the consultant will perform timing adjustments following authorization from the agency.
- c. Evaluate vehicle and pedestrian clearance intervals – As authorized, the consultant will measure intersection geometrics and pedestrian crosswalks. These measurements will be used to calculate vehicle and pedestrian intervals per MUTCD standards. This task is recommended following intersection improvements and/or MUTCD revisions.
- d. Signal timing adjustments as needed – The consultant will adjust signal timing plans in order to accommodate changes in traffic patterns, intersection improvements, or construction activity.

V. Signal Locate Services

- a. Upon notification, the consultant will locate and mark underground conduit and signal equipment within two working days.



VI. Additional Services

- a. Signal Training Sessions
- b. Signal Plan Review
- c. Data collection
- d. Inspection services
- e. Miscellaneous traffic engineering services



Exhibit B - Proposed Fees

I. Annual Maintenance (annual or bi-annual)

- \$500 per signal cabinet location
- Additional costs would be required for video detection cleaning (requires authorization from City staff before proceeding)
- Flasher and beacon locations without a signal cabinet would not be included in this task

II. Scheduled Maintenance (5 day response time)

- 1 Man & Bucket Truck - \$118/hour (1 hour minimum)
- Additional Man - \$80/hour

III. Emergency Maintenance

- 7:00 AM to 3:30 PM (1 hour response)
 - o 1 Man & Bucket Truck - \$118/hour (1 hour minimum)
 - o Additional Man - \$80/hour
- 3:30 PM to 5:30 PM (2 hour response)
 - o 1 Man & Bucket Truck - \$164/hour (2 hour minimum)
 - o Additional Man - \$118/hour
- After Hours & Weekends
 - o 1 Man & Bucket Truck - \$215/hour (2 hour minimum)
 - o Additional Man - \$159/hour

IV. Signal Timing and Programming

- Pay item will be paid on an hourly basis using the attached billing rates

V. Signal Locate Services

- \$205 per location

VI. Additional Services

Negotiable based on attached billing rates



2019 FEE SCHEDULE*
For Contracted Services

<u>Classification</u>		<u>Hourly Rate</u>
Sr. Principal		\$225.00
Senior Engineer	Level V	\$185.00
Senior Engineer	Level IV	\$180.00
Senior Engineer	Level III	\$175.00
Senior Engineer	Level II	\$170.00
Senior Engineer	Level I	\$165.00
Project Engineer	Level V	\$145.00
Project Engineer	Level IV	\$140.00
Project Engineer	Level III	\$135.00
Project Engineer	Level II	\$130.00
Project Engineer	Level I	\$125.00
Project Planner	Level I	\$125.00
Staff Engineer	Level IV	\$115.00
Staff Engineer	Level III	\$110.00
Staff Engineer	Level II	\$105.00
Staff Engineer	Level I	\$100.00
Staff Planner	Level I	\$100.00
Jr. Engineer		\$90.00
Designer		\$95.00
CADD Tech	Level II	\$85.00
CADD Tech	Level I	\$75.00
Construction Inspector		\$85.00
Field Tech	Level II	\$85.00
Field Tech	Level I	\$70.00
Financial Admin.		\$100.00
Office Admin.		\$50.00

Other Direct Costs (ODC)

Mileage	IRS Standard Rate/Mile
Xerox Copies	\$ 0.12/Copy
Plan Sheets (Standard)	\$ 1.25/Sheet
Plan Sheets (Color or Enlarged)	Varies
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

* Note: Effective January 1, 2019
Rates subject to change January 1 of each calendar year.



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: National League of Cities – Service Line Warranty Program

AGENDA SECTION: City Manager’s Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW: As the sanitary sewer lateral repair program (SSLRP) funding is being reevaluated, the City has been approached by the National League of Cities (NLC). The NLC offers a service line warranty program plan that residents can purchase in addition to the \$50 per year that is currently collected for the SSLRP. The cost per household is ~\$100 per year. The NLC provides up to \$8,500 per repair. The City has no obligation to the NLC. The NLC only requires that the City provide them with an endorsement by signing into the attached Marketing Agreement. See attached Terms and Conditions for more information on the program. A representative from the National League of Cities is available to come and give a presentation to Council.

RECOMMENDATION: City Manager recommends that the City allow the NLC to start advertising to the residents of University City.

ATTACHMENTS:

- Terms and Conditions
- Sample Resident Letter
- Marketing Agreement

Exterior Sewer/Septic Line Terms and Conditions

YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), a subsidiary of HomeServe USA Corp. ("HomeServe"), is the entity that will administer the service under this Service Agreement. You may contact SLWA by mail at 1232 Premier Drive, Chattanooga, TN 37421 or by calling toll-free 1-866-922-9006. North American Warranty, Inc. ("NAW", "Provider", "We", "Us" or "Our") is the entity obligated to provide service under this Service Agreement. You may contact NAW by mail at 175 West Jackson Blvd., Chicago, IL 60604, or by calling toll-free 1-866-918-4680.

What's Covered: We will arrange and pay for the repair or replacement due to normal wear and tear of a leaking or permanently blocked Exterior Sewer/Septic Line for which You have sole responsibility, that supports Your Residence. You must call SLWA to arrange for service in order for repairs to be covered. See "How to Call for Repairs" below.

An Exterior Sewer Line is the line that takes waste water from the exit point within Your Residence to Your utility's responsibility. An Exterior Septic Line is the line that takes waste water from the exit point within Your Residence to the point of connection to Your septic tank on Your Property. If Your Exterior Sewer/Septic Line is embedded in concrete, reasonable efforts will be made to avoid cutting through the concrete. This may mean relocating Your Sewer or Septic Line as a means of repairing or replacing Your Exterior Sewer/Septic Line. Any part of Your Exterior Sewer/Septic Line beyond these linear limits will not be covered.

Restoration: Restoration to any area disturbed by the repair that is on Your Property and outside Your Residence is limited to: filling, raking and reseeding of grass, and reinstallation of existing soft landscaping and shrubbery ("Restoration"). We cannot guarantee the survival of any living materials disturbed by the repair and will not be responsible for the replacement of any decorative paving, pathways or landscaping features. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Benefit Limit: The maximum benefit limit is up to \$8,500 for each Service Call. Any repair or replacement charges beyond Your Service Call benefit limit are Your responsibility.

What's Not Covered – General Exclusions: We will not be responsible for any of the following:

- 1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than Us or SLWA or (b) unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods), war, riots, hostilities, strikes or work slowdowns or acts or threats of terrorism;**
- 2. Excluded Damages (see "Our Liability" below) which include, for example, damages necessary to reasonably access the repair area. Your rights and remedies may vary depending on the state where Your Property is located;**
- 3. Any correction, upgrade, or move of Your existing Exterior Sewer/Septic Line, not directly related to the necessary repair, in order to meet any code, law, regulation, or ordinance;**
- 4. Repairs to any section of Your Exterior Sewer/Septic Line that You share with any third party or is covered by a homeowners', condominium or like association;**
- 5. Repairing or replacing septic tanks, leach fields, grinder pumps, lift stations, or any non-conforming drain line, such as a basement or storm drain, connected to Your Exterior Sewer/Septic Line.**
- 6. Any materials that have been deemed by law to be defective;**
- 7. Any shared Exterior Sewer/Septic Line that provides service to multiple properties or secondary buildings, whether known or unknown;**
- 8. Repairs to any line that branches off Your main Sewer/Septic Line;**
- 9. Repair or replacement of any part of Your Exterior Sewer/Septic Line that is not expressly stated to be covered in "What's Covered" above.**

Eligibility: A single structure owned by You, used and zoned for residential occupancy ("Residence") that is permanently secured to the ground, and the land it is located on is also owned by You ("Property") is eligible. Residences include single family homes (inclusive of manufactured housing) and townhomes. Any recreational vehicle or other type of home on wheels that is intended to be moved and/or property used for commercial purposes is not eligible. If You are aware of any pre-existing conditions, defects or deficiencies with Your Exterior Sewer/Septic Line prior to the Start Date of Your first Term, then You are not eligible for this coverage.

If You reside in a multi-family structure and do not own the entire structure, it will be Your responsibility to provide SLWA with a signed release from all other homeowners for any work which may affect their portion of the structure. This release must be signed and submitted before any work will begin. Any failure by You to submit such signed releases shall discharge SLWA from its obligations to complete any work for which such releases are required. To obtain a release form call SLWA.

Length of Service Agreement: Your Service Agreement begins on the Start Date listed on Your Declaration Page and will continue for twelve (12) months ("Term") provided neither You nor We cancel. See "Cancellation/Refund" below. There is an initial waiting period of thirty (30) days, within which You will not be able to request a Service Call. This means You will receive less than twelve (12) full months of coverage during the first year. Upon renewal (if applicable), You will not be subject to a waiting period.

How to call for repairs: You must call SLWA and a service representative will assist in the diagnosis of Your repair and the scheduling of a visit from one of SLWA's approved local technicians. You will not be reimbursed for work done by technicians who are not authorized by SLWA. Technicians must have safe and clear access to, and safe working conditions at and around the work area. There is no Service Call fee.

Covered repairs: Whether Your Exterior Sewer/Septic Line is to be repaired or replaced is entirely within the discretion of SLWA. Covered repairs are guaranteed against defects in materials and workmanship for one year. Under the guarantee We will arrange at Our expense and discretion for repair or replacement. We disclaim any and all statutory or common law warranties (whether express or implied) other than Our covered repair guarantee and any implied warranties that cannot be excluded under applicable law.

Receiving Documents Electronically: You can receive Your Service Agreement and all related documents electronically. If You consented to electronic delivery, these documents will be sent to the email address listed on Your Declaration Page ("Email Address"). Documents sent to the Email Address will be deemed to have been received by You. You may stop receiving documents electronically by calling SLWA or by updating Your preferences in Your profile on HomeServe's website. You may also call SLWA to update Your Email Address or to receive a paper copy of Your Service Agreement.

Renewal: If You pay through Your utility bill, by credit/debit card or by direct debit this Service Agreement will automatically renew for a further term of twelve (12) months. If You paid by check, or if You pay by credit/debit card and requested that We not automatically renew this Service Agreement, You must renew this Service Agreement prior to the end of the Term to ensure continuous coverage. We reserve the right to not offer this Service Agreement upon renewal.

Cancellation/Refund: You may cancel this Service Agreement at any time by calling SLWA. If You cancel within thirty (30) days of the Start Date, You will receive a full refund less any claims paid by Us. If You cancel more than thirty (30) days after the Start Date, Your cancellation will be effective at the end of the then current billing month. If applicable, You will be entitled to a pro-rata refund less any claims paid by Us.

If Your local utility company or municipality provides similar coverage to You at no charge, You can contact SLWA to cancel and You will receive a refund of the payments You have made less any claims paid by Us. You may be required to provide evidence of the similar coverage. If We find that You have such coverage or are otherwise ineligible for the coverage provided by this Service Agreement, We may cancel on no less than fifteen (15) days' written notice to You and will refund the payments You have made less any claims paid by Us.

We may cancel for any reason on sixty (60) days' written notice to You. We can also cancel, on no less than fifteen (15) days' written notice to You for: (a) non-payment of the Price; or (b) Your fraud or misrepresentation of facts that are material to this Service Agreement or benefits provided under it. If We cancel under (b) above, You will be entitled to a pro-rata refund less any claims paid by Us.

Written notices from Us under this section will tell You exactly when Your Service Agreement will be cancelled and why it has been cancelled. The notice periods referred to in this section begin when We send the notice to You.

Key Terms:

"Declaration Page" - The enclosed document that forms a part of this Service Agreement, listing important information regarding You, Your Property and other vital information.

"Price" - The amount You agree to pay for this Service Agreement, as listed on Your Declaration Page.

"Service Agreement" - The documents that constitute all of Your rights and responsibilities as a Service Agreement holder; which consist of these terms and conditions and Your Declaration Page.

"Service Call" - A visit to Your Property by one of SLWA's approved local technicians, where work is performed to diagnose

and complete a single repair, or where it is determined the repair is not covered.

"You" or "Your" - The purchaser of this Service Agreement who is the Service Agreement holder listed on the Declaration Page.

Privacy Policy: Any information You provide SLWA will be accessed, collected, used, transmitted, disclosed, stored, maintained and otherwise handled to administer Your Service Agreement by SLWA or its group of companies, including, but not limited to, disclosing Your address, telephone number, and other contact information to third parties who conduct services on SLWA's behalf. SLWA or its group of companies and their selected partners may also use Your data to keep You informed by mail, telephone or email of any products or services which they consider may be of interest to You and related to this Service Agreement. For further details on how SLWA uses Your information, please see their Privacy Policy at www.homeserveusa.com/Customer_Data_Privacy_Policy.html. Should You have any questions or concerns about SLWA's Privacy Policy or how they are using Your information or to update Your privacy preferences, please contact SLWA.

Assignment/Amendment: We reserve the right to change this Service Agreement (including the price or to charge an additional fee) and to delegate any of Our obligations at Our sole discretion provided We give You thirty (30) days' prior written notice of the changes. The changes will become effective thirty (30) days after We send You the notice. If You do not like the changes, You may cancel this Service Agreement. You may not change this Service Agreement or delegate any of Your obligations. Should certain terms or conditions in this Service Agreement be held to be invalid or unenforceable, the remainder of the terms and conditions in this Service Agreement shall remain valid.

Transfer: This Service Agreement is not transferable by You.

Responsibility for benefits owed to You: This is not an insurance policy; it is a Service Agreement. SLWA will serve as Your point-of-contact for all questions or concerns. Our obligations under this Service Agreement are insured under a service contract reimbursement insurance policy. If We fail to pay or to deliver service on a claim within sixty (60) days after proof of loss has been filed, or in the event You cancel this Service Agreement and We fail to issue any applicable refund within sixty (60) days after cancellation, You are entitled to make a claim against the insurer, Virginia Surety Company, Inc., 175 West Jackson Blvd., 11th Floor, Chicago, IL 60604, 1-800-209-6206.

Our Liability: To the fullest extent permitted by applicable law, (1) You agree that We, SLWA, and HomeServe, and all of their respective parents, successors, affiliates, approved technicians and our and their officers, directors, employees, affiliates, agents, and contractors or similar parties acting on behalf of Us, SLWA, or HomeServe shall not be liable to You or anyone else for: (a) any actual losses or direct damages that exceed the lowest applicable per repair benefit limit set out above relating to any repairs performed by Us, SLWA, or HomeServe or on behalf of Us, SLWA, or HomeServe or services provided hereunder giving rise to such loss or damage; or (b) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, damages based on anticipated or lost profits, wages, or revenue, or damages based on diminution in value or a multiple of earnings, including those caused by any fault, failure, delay or defect in providing any repairs performed by Us, SLWA, or HomeServe or on behalf of Us, SLWA, or HomeServe or services provided under this Service Agreement, regardless of whether such damages were foreseeable and whether or not We, SLWA, or HomeServe or anyone acting on behalf of Us, SLWA, or HomeServe have been advised of the possibility of such damages (the damages listed in clauses (a) and (b), collectively the "Excluded Damages"); and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this Service Agreement. You may have other rights that vary from state to state.

Arbitration: YOU, NAW, SLWA, AND HOMESERVE ALL AGREE TO RESOLVE DISPUTES ONLY BY FINAL AND BINDING ARBITRATION OR IN SMALL CLAIMS COURT as follows:

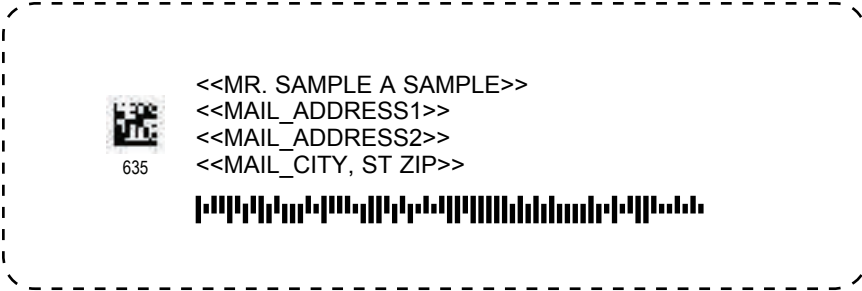
- A. **EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS SERVICE AGREEMENT OR FROM ANY OTHER AGREEMENT BETWEEN US, OR SERVICES OR BENEFITS YOU RECEIVE OR CLAIM TO BE OWED FROM NAW, SLWA, OR HOMESERVE, WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BY ONE OR MORE ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), OR ANOTHER ARBITRATION ADMINISTRATOR THAT WE MUTUALLY AGREE UPON.** Arbitration will apply not only to claims against NAW, SLWA, or HomeServe, but also claims against the officers, directors, managers, employees, agents, affiliates, insurers, technicians, successors or assigns of NAW, SLWA, or HomeServe. Arbitration and this paragraph shall apply to claims that arose at any time, including claims arising before this paragraph became binding on the parties. The federal arbitration act (9 U.S.C. §§ 1 et seq.) and not any state law applies to this agreement.
- B. For claims of \$10,000 or less, the party bringing the claim can choose to proceed by way of binding arbitration pursuant to the AAA's rules or, alternatively, can bring an individual action in small claims court.
- C. **YOU GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.** This means that You may not be a representative

or member of any class of claimants or act as a private attorney general in court or in arbitration with respect to any claim. Notwithstanding any other provision of this Service Agreement, the arbitrator shall not have the power to determine that class arbitration is permissible. The arbitrator also shall not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator shall have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative or private attorney general theories of liability or prayers for relief may be maintained in any arbitration held under this Service Agreement.

- D. SLWA will pay any filing fee, administration, service or case management fee, and arbitrator fee that the AAA charges You for arbitration of the dispute, up to a maximum of \$1,500; provided, however, that the arbitrator may award costs and expenses to any party, if allowed by law. If You provide us with signed written notice that You cannot pay the filing fee, SLWA will pay the fee directly to the AAA.
- E. If for some reason the prohibition on class arbitrations set forth in Subsection C cannot be enforced, then the agreement to arbitrate will not apply.
- F. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU, NAW, SLWA AND HOMESERVE AGREE THAT THERE WILL NOT BE A JURY TRIAL.** You, NAW, SLWA and HomeServe unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Service Agreement or from any other agreement between us, or the services or benefits You receive or claim to be owed from NAW, SLWA or HomeServe, including as to claims asserted against any of the officers, directors, managers, employees, agents, affiliates, insurers, technicians, approved technicians, successors or assigns of NAW, SLWA or HomeServe.

State variations: The following shall apply if inconsistent with any other terms and conditions of this Service Agreement:

[\[Please click here to see if any state specific variations apply to You.\]](#)



<<Month X, XXXX>>

Re: Water Service Line Repair
Coverage for Maricopa Homeowners

<<Mailcode-xxxx>>

Reminder - Please disregard if you have already enrolled

Dear <<Sample A. Sample>>,

Did you know that repairs to the water line that runs between your home and the public utility connection that is damaged due to normal wear and tear are the responsibility of the homeowner? These lines are subjected to the same elements that can cause our public service lines to decay – age, ground shifting, fluctuating temperatures and more.

The City of Maricopa understands the importance of water conservation and protecting the environment. While efforts are underway in many communities to improve public water and sewer systems, these fixes don't address the water line located on your property. Homeowners can spend from hundreds of dollars up to \$2,500 to repair or replace a broken or leaking water line on their property – and that can be hard on a budget.

This is why we are pleased to introduce the Exterior Water Service Line Coverage from Service Line Warranties of America (SLWA), a voluntary service line repair program that can provide repair coverage for your outside water or well service line, up to \$8,500 per covered incident (30-day waiting period with a money-back guarantee) with no deductible or annual cap. This is the only service line protection program for homeowners verified by the City of Maricopa and endorsed by the National League of Cities. The program provides a 24-hour emergency hotline, 365 days a year.

SLWA, an independent provider, administers the program and is a BBB Accredited Business with an A+ rating. SLWA has helped more than 140,000 homeowners across the country save over \$90 million in water and sewer service line repair costs.¹

Enroll today and pay a monthly price of \$5.33 – or select an annual payment of \$63.96.

To enroll in this *optional* program, return the completed bottom portion of this letter in the enclosed envelope or call **1-844-257-8795** to speak with an SLWA agent Mon–Fri 8am–8pm, and Sat 10am–4pm EST. Or visit www.slwofa.com where you can enroll online – and learn about other service line protection products available in your area.

Please enroll by <<Date>>.

Sincerely,

City of Maricopa

¹SLWA repair cost data, 2003-2017.

Utility Service Partners Private Label, Inc., known as Service Line Warranties of America ("SLWA"), with corporate offices located at 11 Grandview Circle, Suite 100, Canonsburg, PA 15317, is an *independent company separate from Maricopa* and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Your choice of whether to participate in this service plan will not affect the price, availability or terms of service you have with your local utility or municipality.



<<Mailcode-xxxx>>

For fastest processing, please visit www.slwofa.com.

Please mark your selection:

- Yes, please enroll me in Exterior Water Service Line Coverage for just \$5.33 per month.
- Yes, please enroll me in the Exterior Water Service Line Coverage for \$63.96 per year.

By signing below, I agree to the terms on the reverse side, understand there are limitations and exclusions, and meet the eligibility requirements for this coverage. SLWA will invoice me based on my selection above and I will select a payment method on the invoice. I understand this optional coverage is based on an annual contract and will *automatically renew annually* on the same payment terms I selected at the then-current renewal price. I can always cancel at any time.

Signature (required)

Please make any corrections to your name or address.

<<Mr. Sample A. Sample>>
<<Serv_Address1>>
<<Serv_Address2>>
<<Serv_City, ST Zip>>

E-MAIL

PHONE

By providing my e-mail address, I request that I be notified when my current and future service agreements and any related documents are available at www.slwofa.com and I acknowledge that I can access these documents. I can change my preferences or request paper copies online or by calling SLWA.

To protect your privacy, we do not share your information except to deliver this service.

Important Questions & Answers

What am I responsible for?

As a homeowner, you are responsible for your exterior water service line. If the service line beyond the property boundary to the main connection is also the responsibility of the homeowner, then it will be covered up to the benefit amount.

Does my homeowners insurance cover this?

Most basic homeowners insurance policies do not cover repair or replacement due to normal wear and tear of the water service line.

Does this coverage include well lines?

Yes, coverage provides for repair or replacement of either water service or well lines, as explained in the "What's covered" section.

Who is eligible for coverage?

An owner of both a residential home permanently secured to the ground and the land it is located on may be eligible for coverage. Recreational vehicles or homes on wheels and properties used for commercial purposes are not eligible for coverage. In AZ residential properties containing more than four dwelling units are not eligible. Your property is not eligible if you are aware of any pre-existing conditions, defects or deficiencies with your exterior water service line prior to enrollment. If you live in a development community with a condominium, co-op or homeowners association, your exterior water service line may not be an individual homeowner's responsibility, so please check with your association before accepting this coverage. If you live in a multi-family structure and do not own the entire structure, it will be your responsibility to provide Service Line Warranties of America (SLWA) with a signed release from all other homeowners for any work which may affect their portion of the structure.

What should I know about this coverage?

What's covered: Coverage provides, up to the benefit amount, for the covered cost to repair or replace a leaking, low pressure, or permanently blocked exterior water service line, for which you have sole responsibility, from your utility's responsibility or external wall of your well casing to the external wall of your home, that is damaged due to normal wear and tear, not accident or negligence.

Not covered: Damage from accidents, negligence or otherwise caused by you, or any person or entity (other than North American Warranty, Inc. or SLWA), or unusual circumstances, meaning a natural disaster, act of God (such as fires, explosions, earthquakes, drought, tidal waves and floods); war, riots, hostilities, strikes or work slowdowns, acts or threats of terrorism; consequential, incidental or punitive damages, including damages necessary to access repair areas; system correction or upgrade; lines shared with a third party or covered by a homeowners', condominium or like association; repair to any water line that branches off the main water service line; thawing of frozen pipes; any shared water line that provides service to multiple properties or secondary buildings; and repair or replacement of any part of your exterior water service line that is not expressly stated to be covered. The Service Agreement will not be cancelled/voided because of our acts or misrepresentations, pre-existing conditions that were not known to you prior to enrollment, prior use or unlawful acts related to covered

items, omissions or failure to perform services or repairs competently or in a workmanlike manner, or due to affirmative acts or omissions by the contract holder.

When can I make a service call?

Your plan starts the day your form is processed, and there is an initial 30-day waiting period before you can make a service call, giving you 11 months of coverage during the first year. Upon renewal/reactivation (if applicable), you will not be subject to a waiting period.

What is the cancellation policy?

You may cancel within 30 days of your start date for a full refund. Cancellations after the first 30 days will be effective at the end of the then-current billing month, and you will be entitled to a pro-rata refund. Call 1-844-257-8795 anytime to cancel. You may also contact SLWA to cancel if you find your utility or municipality provides similar coverage to you at no charge, and you will receive a refund. We may cancel coverage with 15 days written notice for your failure to pay fees, your misrepresentation of facts, or your ineligibility. Such cancellations will result in a pro-rata refund. We may also cancel coverage on 60 days written notice, but the **Service Agreement will not be cancelled/voided because of our acts or misrepresentations, pre-existing conditions that were not known to you prior to enrollment, prior use or unlawful acts related to covered items, omissions or failure to perform services or repairs competently or in a workmanlike manner, or due to affirmative acts or omissions by the contract holder.**

What is the term of my service agreement?

Your coverage is based on an annual contract. Regardless of the payment method and frequency you select, your service agreement will be automatically renewed annually on the same payment terms you selected at the then-current renewal price. We reserve the right to amend these terms or the coverage price with 30 days' notice. To the extent permitted by law, you agree that SLWA and its parent, affiliates and contractors are not liable to you or anyone else for damages that exceed the per covered repair benefit limit. You agree to resolve any disputes related to this coverage only by final and binding arbitration or in small claims court, without resort to class action or jury trial.

What is E-Z Pay/Direct Pay?

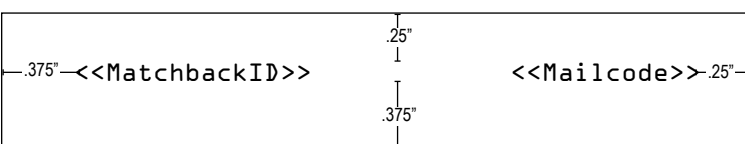
E-Z Pay/Direct Pay is a paperless and stress-free way to pay for your coverage. Payments are automatically debited from the bank/checking account of your choice as your payment becomes due, at no additional cost.

What quality of repair can I expect?

Local, licensed and insured plumbers perform all covered repairs, which are guaranteed against defects in materials and workmanship for one year.

Who is SLWA?

SLWA is an independent company, separate from your city, local utility or municipality, providing emergency home repair services and protection solutions to homeowners across the U.S. Coverage is administered by SLWA and issued by North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604. If you have any questions about this mailing or to be removed from our mailing list, call 1-844-257-8795.



MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into as of _____, 20__ ("**Effective Date**"), by and between the City of University City, Missouri ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer line laterals between the mainline and the connection on residential private property are owned by individual residential property owners residing in the City ("**Residential Property Owner**"); and

WHEREAS, City desires to offer Residential Property Owners the opportunity, but not the obligation, to purchase a service line warranty and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Residential Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Residential Property Owners subject to the terms and conditions herein.
2. **Grant of License.** City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo on letterhead, bills and marketing materials to be sent to Residential Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. City agrees that it will not extend a similar license to any competitor of Company during the Term and any Renewal Term of this Agreement.
3. **Term.** The term of this Agreement ("**Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms ("**Renewal Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Term or of a Renewal Term that the Party does not intend to renew this Agreement.

In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.**

A. As consideration for such license, Company will pay to City a License Fee as set forth in Exhibit A ("**License Fee**") during the term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term and any Renewal Term, due and payable on January 30th of the succeeding year. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Indemnification.** Company hereby agrees to protect, indemnify, and hold the City, its elected officials, officers, employees and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Company, or any negligent or fraudulent act or omission of the Company or its officers, employees, contractors, subcontractors, or agents in the performance of services under the Products; provided that the applicable Indemnitee notifies Company of any such Claim within a time that does not prejudice the ability of Company to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Gregory Rose
City of University City
6801 Delmar Blvd Floor 2
University City, MO 63130-3104
Phone: (314) 505-8534

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
11 Grandview Circle, Suite 100
Canonsburg, PA 15317
Phone: (866) 974-4801

7. **Modifications or Amendments/Entire Agreement.** Any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that Party.

8. **Assignment.** This Agreement and the License granted herein may not be assigned by Company other than to an affiliate or an acquirer of all or substantially all of its assets, without the prior written consent of the City, such consent not to be unreasonably withheld.

9. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10. **Choice of Law/Attorney Fees.** The governing law shall be the laws of the State of Missouri. In the event that at any time during the Term or any Renewal Term either Party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, then the unsuccessful Party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful Party.

11. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF UNIVERSITY CITY

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of University City
Term Sheet
October 23, 2018

I. Initial Term. Three years

II. License Fee. \$0.50 per Product for each month that a Product is in force for a Residential Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

- a. City logo on letterhead, advertising, billing, and marketing materials
- b. Signature by City official

III. Products.

- a. External sewer/septic line warranty (initially, \$7.75 per month)
- b. Interior plumbing and drainage warranty (initially, \$9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed \$.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing.

IV. Scope of Coverage

- a. External sewer/septic line warranty:
 - Homeowner responsibility: From the exit point of the home to the main.
 - Covers septic lines if applicable.
- b. Interior plumbing and drainage warranty:
 - Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage warranty Product via in-bound channels only.



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Olive I-170 TIF Redevelopment Update

AGENDA SECTION: City Manager's Report

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

On Monday, February 11, 2019, I will provide the Mayor and Council with an update on the status of our negotiations with Novus Development. As you are aware, an error was made by PGAV in their report to us. Please find attached a copy of the updated information that reflects accurate financials. This page will be referenced during the presentation.

ATTACHMENTS:

- Table 8

Table 8
Contribution to Sales Tax Pool From City EATs Not Captured by TIF ^{1,2}
Redevelopment Project Area One
University City, Missouri
Sheet 1 of 2

Sales Taxes	2019 ⁵	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
	0	1	2	3	4	5	6	7	8	9	10	11
Sales Tax Pool Contribution from Base Sales Taxes and Bottom 50% of EATs												
Countywide Sales Tax (Pool Portion) (1%) ³	97,000	\$ 504,459	\$ 776,685	\$ 848,547	\$ 907,921	\$ 942,884	\$ 979,737	\$ 989,072	\$ 998,501	\$ 1,008,024	\$ 1,017,642	\$ 1,027,356
Capital Improvements Sales Tax (CIP Pool Portion) (.5%) ⁴	48,500	\$ 234,392	\$ 360,879	\$ 394,270	\$ 421,857	\$ 438,102	\$ 455,226	\$ 459,563	\$ 463,944	\$ 468,369	\$ 472,838	\$ 477,352
Sales Taxes Contributed to the Pool	145,500	738,852	1,137,564	1,242,817	1,329,778	1,380,986	1,434,963	1,448,636	1,462,445	1,476,393	1,490,480	1,504,709
Retained Portion from Base Sales Taxes and Bottom 50% of EATs												
University City - Countywide Sales Tax	0	24,918	38,365	41,914	44,847	46,574	48,395	48,856	49,321	49,792	50,267	50,747
University City - Capital Improvement Sales Tax	0	30,296	46,645	50,961	54,527	56,627	58,840	59,401	59,967	60,539	61,116	61,700
University City - Parks Sales Tax (Not Subject to Pool)	48,500	264,689	407,525	445,231	476,384	494,729	514,066	518,964	523,911	528,908	533,954	539,051
University City - Fire Protection Sales Tax (Not Subject to Pool)	24,250	132,344	203,762	222,615	238,192	247,364	257,033	259,482	261,956	264,454	266,977	269,526
University City - Econ. Dev. Sales Tax (Not Subject to Pool)	24,250	132,344	203,762	222,615	238,192	247,364	257,033	259,482	261,956	264,454	266,977	269,525
Sales Tax Revenue to the City	\$ 97,000	\$ 584,592	\$ 900,059	\$ 983,337	\$1,052,142	\$1,092,659	\$1,135,366	\$1,146,185	\$1,157,111	\$1,168,146	\$1,179,292	\$1,190,549
Total Sales Taxes Not Captured by TIF	\$242,500	\$1,323,444	\$2,037,623	\$2,226,155	\$2,381,920	\$2,473,645	\$2,570,330	\$2,594,820	\$2,619,556	\$2,644,539	\$2,669,772	\$2,695,257

¹ These projections are based on a series of assumptions and should be used only to provide an indication of how the project may perform.

² These projections represent revenues estimated to be allocated to each affected taxing jurisdiction. Revenue estimates associated with the University City Countywide Sales Tax and the University City Capital Improvements Sales Tax are net of the contribution to the County sales tax pool associated with each of these sales taxes.

³ Assumes the sales tax pool collects approximately 95.29% of countywide general sales taxes generated by the RPA 1 Redevelopment Project and that the City collects approximately 4.71% of such tax revenues. Actual receipts will depend on many variables, including economic performance and population shifts elsewhere in the County.

⁴ Assumes the sales tax pool collects approximately 88.55% of capital improvement sales taxes generated by the RPA 1 Redevelopment Project and that the City collects approximately 11.45% of such tax revenues. Actual receipts will depend on many variables, including economic performance and population shifts elsewhere in the County.

⁵ Assumes that sales taxes equal to the base 2018 value will be generated and that all Countywide Sales Tax (1%) and Capital Improvement Sales Tax (.5%) will be deposited into the sales tax pool and shared by taxing jurisdictions that participate in the sales tax pool.

Table 8
Contribution to Sales Tax Pool From City EATs Not Captured by TIF^{1,2}
Redevelopment Project Area One
University City, Missouri
Sheet 2 of 2

Sales Taxes	Projected Revenues by Program Year in Dollars												
	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
Sales Tax Pool Contribution from Base Sales Taxes and Bottom 50% of EATs													
Countywide Sales Tax (Pool Portion) (1%) ³	\$ 1,037,168	\$ 1,047,077	\$ 1,057,086	\$ 1,067,194	\$ 1,077,404	\$ 1,087,716	\$ 1,098,131	\$ 1,108,650	\$ 1,119,274	\$ 1,130,005	\$ 1,140,843	\$ 1,151,686,940	
Capital Improvements Sales Tax (CIP Pool Portion) (.5%) ⁴	\$ 481,910	\$ 486,515	\$ 491,165	\$ 495,862	\$ 500,606	\$ 505,397	\$ 510,236	\$ 515,124	\$ 520,061	\$ 525,046	\$ 530,082	\$ 535,067	
Sales Taxes Contributed to the Pool	1,519,078	1,533,592	1,548,251	1,563,056	1,578,010	1,593,113	1,608,367	1,623,774	1,639,335	1,655,051	1,670,925	2,470,761	
Retained Portion from Base Sales Taxes and Bottom 50% of EATs													
University City - Countywide Sales Tax	51,231	51,721	52,215	52,715	53,219	53,728	54,243	54,762	55,287	55,817	56,353	83,327	
University City - Capital Improvement Sales Tax	62,289	62,884	63,485	64,092	64,706	65,325	65,950	66,582	67,220	67,865	68,515	101,312	
University City - Parks Sales Tax (Not Subject to Pool)	544,199	549,399	554,650	559,954	565,312	570,722	576,187	581,706	587,281	592,911	598,598	873,647	
University City - Fire Protection Sales Tax (Not Subject to Pool)	272,100	274,699	277,325	279,977	282,656	285,361	288,093	290,853	293,640	296,456	299,299	436,823	
University City - Econ. Dev. Sales Tax (Not Subject to Pool)	272,100	274,699	277,325	279,977	282,656	285,361	288,093	290,853	293,640	296,456	299,299	436,823	
Sales Tax Revenue to the City	\$1,201,919	\$1,213,403	\$1,225,001	\$1,236,716	\$1,248,547	\$1,260,497	\$1,272,567	\$1,284,757	\$1,297,069	\$1,309,504	\$1,322,063	\$1,931,933	
Total Sales Taxes Not Captured by TIF	\$2,720,997	\$2,746,995	\$2,773,252	\$2,799,772	\$2,826,558	\$2,853,611	\$2,880,934	\$2,908,531	\$2,936,404	\$2,964,555	\$2,992,988	\$4,402,694	

¹ These projections are based on a series of assumptions and should be used only to provide an indication of how the project may perform.
² These projections represent revenues estimated to be allocated to each affected taxing jurisdiction. Revenue estimates associated with the University City Countywide Sales Tax and the University City Capital Improvements Sales Tax are net of the contribution to the County sales tax pool associated with each of these sales taxes.
³ Assumes the sales tax pool collects approximately 95.29% of countywide general sales taxes generated by the RPA 1 Redevelopment Project and that the City collects approximately 4.71% of such tax revenues. Actual receipts will depend on many variables, including economic performance and population shifts elsewhere in the County.
⁴ Assumes the sales tax pool collects approximately 88.55% of capital improvement sales taxes generated by the RPA 1 Redevelopment Project and that the City collects approximately 11.45% of such tax revenues. Actual receipts will depend on many variables, including economic performance and population shifts elsewhere in the County.



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: Amendment to Municipal Code for prohibiting parking on the east side of Trinity Avenue from Washington Ave. to the south to intersection with alley between Washington Ave. and Kingsbury Blvd.

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The Traffic Commissioners received a traffic request to prohibit parking on the east side of Trinity Avenue from Washington Ave. to the south to the intersection with an alley between Washington Ave. and Kingsbury Blvd. at the January 9, 2019 Traffic Commission meeting. There was supporting information submitted for the requested parking change due to the narrow width of the road and two-way traffic. Another factor considered in the Traffic Commission's examination of the request was the current COCA expansion project and regulations of parking as needed around this project site. The Commissioners, as a result, recommended that the City Council approve the request.

RECOMMENDATION:

City Manager recommends that the attached Bill to enact an Ordinance for amendment to the Municipal Code be approved to effect the aforementioned parking prohibition on Trinity Ave.

ATTACHMENTS:

1. Bill amending section 355.100 – Parking in Prohibited or Restricted Zone
2. Traffic Commission Staff Report

INTRODUCED BY:

DATE:

BILL NO: 9380

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 “Trinity Avenue: East side thereof from a point starting at Washington Ave to Two Hundred and Thirty Two (232) feet South to the alley”, where the City has designated as a “No Parking Zone”, to be edited to the Traffic Code as the “Schedule III, Table III-E Parking Prohibited On Certain Streets At All Times.

Traffic Schedules

Schedule III: Parking Restrictions

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

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

Trinity Avenue: West side thereof from Kingsbury Boulevard to Washington Ave

East side thereof from a point starting at Washington Ave to Two Hundred and Thirty Two (232) feet South to the alley.

* * *

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 _____ 2019

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

DRAFT

STAFF REPORT

MEETING DATE: January 9, 2018
APPLICANT: City of University City
Location: 500 Block of Trinity
Request: Restrict Parking
Attachments:

Existing Conditions:

500 Block of Trinity Ave –No Parking



Currently there is a parking issue located in the 500 Block of Trinity Ave. There is a parking restriction on the west side of the block and because of the increased amount of parking problems that have arose on the east side of Trinity the possibility of restricting parking on the eastside is an option. There has been an increase issue due to the construction on the COCA building and parking in the area is limited.

Request:

The request is to Restrict Parking on the eastside of Trinity Avenue from Washington to the alley entrance to the south

Conclusion/Recommendation:

It is recommended that the Traffic Commission consider the option of restricting parking on the east side Trinity Ave from Washington Ave to the alley just south of the COCA building. Using the current Traffic Practices Guide it states "if a street is two way and the width is 28 feet wide or less parking should not be allowed, which is the case for Trinity Ave in this location.



Council Agenda Item Cover

MEETING DATE: February 11, 2019

AGENDA ITEM TITLE: An ordinance fixing the compensation to be paid to city officials and employees as enumerated herein, from and after its passage, initially payable March 3, 2019, and Repealing Ordinance No. 7086.

AGENDA SECTION: New Business

CAN THIS ITEM BE RESCHEDULED? : No

BACKGROUND REVIEW:

The proposed ordinance represents the pay structures developed as a result of the compensation and classification study performed by CBIZ Consultants and presented to the City Council and Civil Service Board on January 14, 2019. Implementation will be as prescribed by Civil Service Rule IV—"The Pay Plan"—with an initial annual increase to base salary totaling approximately \$677,000 for FY19 (includes approximately \$30,000 for part-time and seasonal employees). Based on additional market data obtained since the January 14 presentation, Grade P-2 (Police Officer) salary range has been updated to accurately reflect the market 75th percentile. This update caused the police department implementation cost to increase from \$148,000 to \$314,000.

Some seasonal and part-time classes not included in the study performed by CBIZ were updated based on surveys conducted by staff as well as influenced by the new minimum wage, enabling us to recruit and retain for these positions.

The addition of Section 7 allows for a one-time sum for tenure, retention and good will for continued service. The one-time payments are included in the \$677,000 noted above. Post initial implementation, additional review will occur to determine the impact to the pension plans and further review thereafter to address compression matters.

RECOMMENDATION:

The City Manager recommends approval.

ATTACHMENTS:

Bill No. 9381

INTRODUCED BY:

DATE: February 11, 2019

BILL NO. 9381

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 7086.

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

Section 1. From and after its passage, initially payable March 3, 2019 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 - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
1		Annually	\$18,949.81	\$19,897.30	\$20,892.17	\$21,936.78	\$23,033.61	\$24,185.29	\$25,394.56	\$26,664.29	\$27,997.50	\$29,397.38
		Monthly	\$1,579.15	\$1,658.11	\$1,741.01	\$1,828.06	\$1,919.47	\$2,015.44	\$2,116.21	\$2,222.02	\$2,333.13	\$2,449.78
		Bi-Weekly	\$728.84	\$765.28	\$803.54	\$843.72	\$885.91	\$930.20	\$976.71	\$1,025.55	\$1,076.83	\$1,130.67
		Hourly	\$9.1105	\$9.5660	\$10.0443	\$10.5465	\$11.0739	\$11.6275	\$12.2089	\$12.8194	\$13.4603	\$14.1334
2		Annually	\$20,844.79	\$21,887.03	\$22,981.38	\$24,130.45	\$25,336.98	\$26,603.82	\$27,934.02	\$29,330.72	\$30,797.25	\$32,337.11
		Monthly	\$1,737.07	\$1,823.92	\$1,915.12	\$2,010.87	\$2,111.41	\$2,216.99	\$2,327.83	\$2,444.23	\$2,566.44	\$2,694.76
		Bi-Weekly	\$801.72	\$841.81	\$883.90	\$928.09	\$974.50	\$1,023.22	\$1,074.39	\$1,128.10	\$1,184.51	\$1,243.74
		Hourly	\$10.0215	\$10.5226	\$11.0487	\$11.6012	\$12.1812	\$12.7903	\$13.4298	\$14.1013	\$14.8064	\$15.5467
3	Clerk Typist	Annually	\$22,929.27	\$24,075.74	\$25,279.52	\$26,543.50	\$27,870.67	\$29,264.21	\$30,727.42	\$32,263.79	\$33,876.98	\$35,570.83
		Monthly	\$1,910.77	\$2,006.31	\$2,106.63	\$2,211.96	\$2,322.56	\$2,438.68	\$2,560.62	\$2,688.65	\$2,823.08	\$2,964.24
		Bi-Weekly	\$881.90	\$925.99	\$972.29	\$1,020.90	\$1,071.95	\$1,125.55	\$1,181.82	\$1,240.91	\$1,302.96	\$1,368.11
		Hourly	\$11.0237	\$11.5749	\$12.1536	\$12.7613	\$13.3994	\$14.0693	\$14.7728	\$15.5114	\$16.2870	\$17.1014
4	Parking Attendant Police/Fire Cadet	Annually	\$25,222.20	\$26,483.31	\$27,807.47	\$29,197.85	\$30,657.74	\$32,190.63	\$33,800.16	\$35,490.17	\$37,264.67	\$39,127.91
		Monthly	\$2,101.85	\$2,206.94	\$2,317.29	\$2,433.15	\$2,554.81	\$2,682.55	\$2,816.68	\$2,957.51	\$3,105.39	\$3,260.66
		Bi-Weekly	\$970.08	\$1,018.59	\$1,069.52	\$1,122.99	\$1,179.14	\$1,238.10	\$1,300.01	\$1,365.01	\$1,433.26	\$1,504.92
		Hourly	\$12.1261	\$12.7324	\$13.3690	\$14.0374	\$14.7393	\$15.4763	\$16.2501	\$17.0626	\$17.9157	\$18.8115
5	Custodian	Annually	\$27,744.42	\$29,131.64	\$30,588.22	\$32,117.63	\$33,723.51	\$35,409.69	\$37,180.17	\$39,039.18	\$40,991.14	\$43,040.70
		Monthly	\$2,312.03	\$2,427.64	\$2,549.02	\$2,676.47	\$2,810.29	\$2,950.81	\$3,098.35	\$3,253.27	\$3,415.93	\$3,586.72
		Bi-Weekly	\$1,067.09	\$1,120.45	\$1,176.47	\$1,235.29	\$1,297.06	\$1,361.91	\$1,430.01	\$1,501.51	\$1,576.58	\$1,655.41
		Hourly	\$13.3387	\$14.0056	\$14.7059	\$15.4412	\$16.2132	\$17.0239	\$17.8751	\$18.7688	\$19.7073	\$20.6926
6	Laborer	Annually	\$30,796.30	\$32,336.12	\$33,952.93	\$35,650.57	\$37,433.10	\$39,304.76	\$41,269.99	\$43,333.49	\$45,500.17	\$47,775.18
		Monthly	\$2,566.36	\$2,694.68	\$2,829.41	\$2,970.88	\$3,119.43	\$3,275.40	\$3,439.17	\$3,611.12	\$3,791.68	\$3,981.26
		Bi-Weekly	\$1,184.47	\$1,243.70	\$1,305.88	\$1,371.18	\$1,439.73	\$1,511.72	\$1,587.31	\$1,666.67	\$1,750.01	\$1,837.51
		Hourly	\$14.8059	\$15.5462	\$16.3235	\$17.1397	\$17.9967	\$18.8965	\$19.8413	\$20.8334	\$21.8751	\$22.9688
7	Advanced Clerk Typist Laborer-Light Equipment Operator	Annually	\$34,183.90	\$35,893.09	\$37,687.75	\$39,572.13	\$41,550.74	\$43,628.28	\$45,809.69	\$48,100.18	\$50,505.19	\$53,030.45
		Monthly	\$2,848.66	\$2,991.09	\$3,140.65	\$3,297.68	\$3,462.56	\$3,635.69	\$3,817.47	\$4,008.35	\$4,208.77	\$4,419.20
		Bi-Weekly	\$1,314.77	\$1,380.50	\$1,449.53	\$1,522.01	\$1,598.11	\$1,678.01	\$1,761.91	\$1,850.01	\$1,942.51	\$2,039.63
		Hourly	\$16.4346	\$17.2563	\$18.1191	\$19.0251	\$19.9763	\$20.9751	\$22.0239	\$23.1251	\$24.2813	\$25.4954
8	Administrative Secretary	Annually	\$37,944.13	\$39,841.33	\$41,833.40	\$43,925.07	\$46,121.32	\$48,427.39	\$50,848.76	\$53,391.20	\$56,060.76	\$58,863.79
	Assistant to the Prosecutor	Monthly	\$3,162.01	\$3,320.11	\$3,486.12	\$3,660.42	\$3,843.44	\$4,035.62	\$4,237.40	\$4,449.27	\$4,671.73	\$4,905.32
	Court Clerk II	Bi-Weekly	\$1,459.39	\$1,532.36	\$1,608.98	\$1,689.43	\$1,773.90	\$1,862.59	\$1,955.72	\$2,053.51	\$2,156.18	\$2,263.99
	Equipment Operator	Hourly	\$18.2424	\$19.1545	\$20.1122	\$21.1178	\$22.1737	\$23.2824	\$24.4465	\$25.6688	\$26.9523	\$28.2999
	Account Clerk II											

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
9	Administrative Assistant	Annually	\$42,497.42	\$44,622.29	\$46,853.41	\$49,196.08	\$51,655.88	\$54,238.68	\$56,950.61	\$59,798.14	\$62,788.05	\$65,927.45
	Accounts Payable Specialist	Monthly	\$3,541.45	\$3,718.52	\$3,904.45	\$4,099.67	\$4,304.66	\$4,519.89	\$4,745.88	\$4,983.18	\$5,232.34	\$5,493.95
	Dispatcher	Bi-Weekly	\$1,634.52	\$1,716.24	\$1,802.05	\$1,892.16	\$1,986.76	\$2,086.10	\$2,190.41	\$2,299.93	\$2,414.92	\$2,535.67
	Executive Secretary to the Director	Hourly	\$20.4315	\$21.4530	\$22.5257	\$23.6520	\$24.8346	\$26.0763	\$27.3801	\$28.7491	\$30.1866	\$31.6959
	Executive Secretary to the Police Chief											
	General Maintenance Worker											
	Heavy Equipment Operator											
	Inspector I											
	Mechanic											
	Print Shop Operator											
	Recreation Supervisor I											
	Tree Trimmer											
10	Accountant	Annually	\$47,597.11	\$49,976.97	\$52,475.82	\$55,099.61	\$57,854.59	\$60,747.32	\$63,784.68	\$66,973.92	\$70,322.61	\$73,838.74
	Crew Leader	Monthly	\$3,966.43	\$4,164.75	\$4,372.98	\$4,591.63	\$4,821.22	\$5,062.28	\$5,315.39	\$5,581.16	\$5,860.22	\$6,153.23
	Lead Dispatcher - Supervisor	Bi-Weekly	\$1,830.66	\$1,922.19	\$2,018.30	\$2,119.22	\$2,225.18	\$2,336.44	\$2,453.26	\$2,575.92	\$2,704.72	\$2,839.95
	Lead Mechanic	Hourly	\$22.8832	\$24.0274	\$25.2288	\$26.4902	\$27.8147	\$29.2054	\$30.6657	\$32.1990	\$33.8089	\$35.4994
	Public Works Parks Inspector											
	Recreation Supervisor II											
	Crime Analyst											
	Lead Inspector											
	Administrative Analyst											
	Human Resources Generalist											
11	Court Administrator	Annually	\$53,308.77	\$55,974.20	\$58,772.91	\$61,711.56	\$64,797.14	\$68,037.00	\$71,438.85	\$75,010.79	\$78,761.33	\$82,699.39
	Fleet Manager	Monthly	\$4,442.40	\$4,664.52	\$4,897.74	\$5,142.63	\$5,399.76	\$5,669.75	\$5,953.24	\$6,250.90	\$6,563.44	\$6,891.62
	Forestry Supervisor	Bi-Weekly	\$2,050.34	\$2,152.85	\$2,260.50	\$2,373.52	\$2,492.20	\$2,616.81	\$2,747.65	\$2,885.03	\$3,029.28	\$3,180.75
	Golf Manager	Hourly	\$25.6292	\$26.9107	\$28.2562	\$29.6690	\$31.1525	\$32.7101	\$34.3456	\$36.0629	\$37.8660	\$39.7593
	Golf Superintendent											
	Multi-Discipline Inspector											
	Project Manager I											
	Financial Analyst											
	Senior Accountant											
	Facilities Manager											
12	Planning- Zoning Administrator	Annually	\$60,238.91	\$63,250.85	\$66,413.39	\$69,734.06	\$73,220.77	\$76,881.80	\$80,725.89	\$84,762.19	\$89,000.30	\$93,450.31
	Project Manager II	Monthly	\$5,019.91	\$5,270.90	\$5,534.45	\$5,811.17	\$6,101.73	\$6,406.82	\$6,727.16	\$7,063.52	\$7,416.69	\$7,787.53
	Sanitation Superintendent	Bi-Weekly	\$2,316.88	\$2,432.73	\$2,554.36	\$2,682.08	\$2,816.18	\$2,956.99	\$3,104.84	\$3,260.08	\$3,423.09	\$3,594.24
	Senior Public Works Manager	Hourly	\$28.9610	\$30.4091	\$31.9295	\$33.5260	\$35.2023	\$36.9624	\$38.8105	\$40.7511	\$42.7886	\$44.9280
	Street Superintendent											
	IT Manager											
	Senior Building Inspector-Plan Reviewer											

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
13	Deputy Director of Recreation	Annually	\$68,069.96	\$71,473.46	\$75,047.13	\$78,799.49	\$82,739.47	\$86,876.44	\$91,220.26	\$95,781.27	\$100,570.34	\$105,598.86
	Parks Maintenance Superintendent	Monthly	\$5,672.50	\$5,956.12	\$6,253.93	\$6,566.62	\$6,894.96	\$7,239.70	\$7,601.69	\$7,981.77	\$8,380.86	\$8,799.90
	Deputy Dir. of Planning & Dev./Bldg. Commissioner	Bi-Weekly	\$2,618.08	\$2,748.98	\$2,886.43	\$3,030.75	\$3,182.29	\$3,341.40	\$3,508.47	\$3,683.90	\$3,868.09	\$4,061.49
		Hourly	\$32.7259	\$34.3622	\$36.0804	\$37.8844	\$39.7786	\$41.7675	\$43.8559	\$46.0487	\$48.3511	\$50.7687
14	Assistant Director of Finance	Annually	\$78,280.46	\$82,194.48	\$86,304.20	\$90,619.42	\$95,150.39	\$99,907.91	\$104,903.30	\$110,148.47	\$115,655.89	\$121,438.68
		Monthly	\$6,523.37	\$6,849.54	\$7,192.02	\$7,551.62	\$7,929.20	\$8,325.66	\$8,741.94	\$9,179.04	\$9,637.99	\$10,119.89
		Bi-Weekly	\$3,010.79	\$3,161.33	\$3,319.39	\$3,485.36	\$3,659.63	\$3,842.61	\$4,034.74	\$4,236.48	\$4,448.30	\$4,670.72
		Hourly	\$37.6348	\$39.5166	\$41.4924	\$43.5670	\$45.7454	\$48.0326	\$50.4343	\$52.9560	\$55.6038	\$58.3840

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED UNIFORMED POLICE EMPLOYEES

Grade	Position Title	Pay Frequency	Steps					
			A	B	C	D	E	F
P-1	Police Officer Trainee	Annually	\$51,840.00	\$54,432.00	\$57,153.60	\$60,011.28	\$63,011.84	\$66,162.44
		Monthly	\$4,320.00	\$4,536.00	\$4,762.80	\$5,000.94	\$5,250.99	\$5,513.54
		Bi-Weekly	\$1,993.85	\$2,093.54	\$2,198.22	\$2,308.13	\$2,423.53	\$2,544.71
		Hourly	\$24.9231	\$26.1692	\$27.4777	\$28.8516	\$30.2942	\$31.8089
P-2	Police Officer	Annually	\$59,878.00	\$62,871.90	\$66,015.50	\$69,316.27	\$72,782.08	\$76,421.00
		Monthly	\$4,989.83	\$5,239.33	\$5,501.29	\$5,776.36	\$6,065.17	\$6,368.42
		Bi-Weekly	\$2,303.00	\$2,418.15	\$2,539.06	\$2,666.01	\$2,799.31	\$2,939.27
		Hourly	\$28.7875	\$30.2269	\$31.7382	\$33.3251	\$34.9914	\$36.7409
P-3	Police Sergeant	Annually	\$73,610.00	\$77,290.50	\$81,155.03	\$85,212.78	\$89,473.42	\$93,947.09
		Monthly	\$6,134.17	\$6,440.88	\$6,762.92	\$7,101.06	\$7,456.12	\$7,828.92
		Bi-Weekly	\$2,831.15	\$2,972.71	\$3,121.35	\$3,277.41	\$3,441.29	\$3,613.35
		Hourly	\$35.3894	\$37.1589	\$39.0168	\$40.9677	\$43.0161	\$45.1669
P-4	Police Lieutenant	Annually	\$84,915.00	\$89,160.75	\$93,618.79	\$98,299.73	\$103,214.71	
		Monthly	\$7,076.25	\$7,430.06	\$7,801.57	\$8,191.64	\$8,601.23	
		Bi-Weekly	\$3,265.96	\$3,429.26	\$3,600.72	\$3,780.76	\$3,969.80	
		Hourly	\$40.8245	\$42.8657	\$45.0090	\$47.2595	\$49.6225	
P-5	Police Captain	Annually	\$94,544.00	\$99,271.20	\$104,234.76	\$109,446.50	\$114,918.82	
		Monthly	\$7,878.67	\$8,272.60	\$8,686.23	\$9,120.54	\$9,576.57	
		Bi-Weekly	\$3,636.31	\$3,818.12	\$4,009.03	\$4,209.48	\$4,419.95	
		Hourly	\$45.4538	\$47.7265	\$50.1129	\$52.6185	\$55.2494	
P-6	Deputy Police Chief	Annually	\$103,007.00	\$108,157.35	\$113,565.22	\$119,243.48	\$125,205.65	
		Monthly	\$8,583.92	\$9,013.11	\$9,463.77	\$9,936.96	\$10,433.80	
		Bi-Weekly	\$3,961.81	\$4,159.90	\$4,367.89	\$4,586.29	\$4,815.60	
		Hourly	\$49.5226	\$51.9987	\$54.5987	\$57.3286	\$60.1950	

SCHEDULE A - BASE PAY STEPS FOR CLASSIFIED UNIFORMED FIRE EMPLOYEES

Grade	Position	Pay Frequency	Steps					
			A	B	C	D	E	F
F-1	Paramedic Firefighter	Annually	\$62,909.00	\$66,054.45	\$69,357.17	\$72,825.03	\$76,466.28	\$80,289.60
		Monthly	\$5,242.42	\$5,504.54	\$5,779.76	\$6,068.75	\$6,372.19	\$6,690.80
		Bi-weekly	\$2,419.58	\$2,540.56	\$2,667.58	\$2,800.96	\$2,941.01	\$3,088.06
		Hourly	\$21.6034	\$22.6835	\$23.8177	\$25.0086	\$26.2590	\$27.5720
F-2	Paramedic Fire Captain	Annually	\$73,720.00	\$77,599.64	\$81,683.83	\$85,982.98	\$90,508.40	\$95,272.00
		Monthly	\$6,143.33	\$6,466.64	\$6,806.99	\$7,165.25	\$7,542.37	\$7,939.33
		Bi-weekly	\$2,835.38	\$2,984.60	\$3,141.69	\$3,307.04	\$3,481.09	\$3,664.31
		Hourly	\$25.3159	\$26.6482	\$28.0508	\$29.5271	\$31.0812	\$32.7170
F-3	Batallion Chief	Annually	\$86,756.00	\$91,322.44	\$96,128.89	\$101,188.30	\$106,514.00	
		Monthly	\$7,229.67	\$7,610.20	\$8,010.74	\$8,432.36	\$8,876.17	
		Bi-weekly	\$3,336.77	\$3,512.40	\$3,697.26	\$3,891.86	\$4,096.69	
		Hourly	\$29.7926	\$31.3607	\$33.0113	\$34.7487	\$36.5776	
F-4	Fire Marshal	Annually	\$86,756.00	\$91,322.44	\$96,128.89	\$101,188.30	\$106,514.00	
		Monthly	\$7,229.67	\$7,610.20	\$8,010.74	\$8,432.36	\$8,876.17	
		Bi-weekly	\$3,336.77	\$3,512.40	\$3,697.26	\$3,891.86	\$4,096.69	
		Hourly	\$41.7096	\$43.9050	\$46.2158	\$48.6482	\$51.2087	
F-5	Assistant Fire Chief	Annually	\$98,035.00	\$103,194.51	\$108,625.80	\$114,342.95	\$120,361.00	
		Monthly	\$8,169.58	\$8,599.54	\$9,052.15	\$9,528.58	\$10,030.08	
		Bi-weekly	\$3,770.58	\$3,969.02	\$4,177.92	\$4,397.81	\$4,629.27	
		Hourly	\$47.1322	\$49.6127	\$52.2239	\$54.9726	\$57.8659	

Section 2. From and after March 3, 2019 seasonal and part-time employees of the City may be employed at an hourly rate in accordance with the following Schedule B (hourly pay rates for seasonal and part-time employees).

SCHEDULE B - HOURLY PAY RATES FOR SEASONAL AND PART-TIME EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
P01		\$8.7500	\$9.1875	\$9.6469	\$10.1292	\$10.6357	\$11.1675				
P02	Cashier	\$9.0000	\$9.4500	\$9.9225	\$10.4186	\$10.9396	\$11.4865				
	Control Desk Associate										
	Facility Attendant										
	Child Care Assistant										
	Camp Counselor										
	Golf Course Attendant										
	Park Attendant										
	Youth Job Corps Worker										
P03	Lifeguard	\$9.2500	\$9.7125	\$10.1981	\$10.7080	\$11.2434	\$11.8056				
	Recreation Program Leader										
	Traffic Escort										
P04	Inclusion Counselor	\$9.7500	\$10.2375	\$10.7494	\$11.2868	\$11.8512	\$12.4437				
	Facility Attendant II										
P05	Pool Technician	\$10.0000	\$10.5000	\$11.0250	\$11.5763	\$12.1551	\$12.7628				
P06	Head Lifeguard	\$10.5000	\$11.0250	\$11.5763	\$12.1551	\$12.7628	\$13.4010				
	Swim Instructor										
P07	Asstistant Pool Manager	\$12.0000	\$12.6000	\$13.2300	\$13.8915	\$14.5861	\$15.3154				
	Assistant Camp Director										
	Facility Monitor										
	Intern										
P08	Camp Director	\$13.5000	\$14.1750	\$14.8838	\$15.6279	\$16.4093	\$17.2298				
	Pool Manager										
	Golf Shop Supervisor										
	Recreation Program Supervisor										

SCHEDULE B - HOURLY PAY RATES FOR SEASONAL AND PART-TIME EMPLOYEES

Grade	Position Title	Steps									
		A	B	C	D	E	F	G	H	I	J
P20	PT Clerk Typist PT Court Clerk	\$11.0237	\$11.5749	\$12.1536	\$12.7613	\$13.3994	\$14.0693	\$14.7728	\$15.5114	\$16.2870	\$17.1014
P21	PT Parking Controller PT Police/Fire Cadet	\$12.1261	\$12.7324	\$13.3690	\$14.0374	\$14.7393	\$15.4763	\$16.2501	\$17.0626	\$17.9157	\$18.8115
P22	PT Custodian	\$13.3387	\$14.0056	\$14.7059	\$15.4412	\$16.2132	\$17.0239	\$17.8751	\$18.7688	\$19.7073	\$20.6926
P23	PT Laborer	\$14.8059	\$15.5462	\$16.3235	\$17.1397	\$17.9967	\$18.8965	\$19.8413	\$20.8334	\$21.8751	\$22.9688
P24	PT Advanced Clerk Typist	\$16.4346	\$17.2563	\$18.1191	\$19.0251	\$19.9763	\$20.9751	\$22.0239	\$23.1251	\$24.2813	\$25.4954
P25	PT Administrative Secretary	\$18.2424	\$19.1545	\$20.1122	\$21.1178	\$22.1737	\$23.2824	\$24.4465	\$25.6688	\$26.9523	\$28.2999
P26	PT Dispatcher PT Senior Coordinator	\$20.4315	\$21.4530	\$22.5257	\$23.6520	\$24.8346	\$26.0763	\$27.3801	\$28.7491	\$30.1866	\$31.6959
P27	PT Paramedic Firefighter	\$21.6034	\$22.6835	\$23.8177	\$25.0086	\$26.2590	\$27.5720				
P28	PT Public Works Inspector	\$22.8832	\$24.0274	\$25.2288	\$26.4902	\$27.8147	\$29.2054	\$30.6657	\$32.1990	\$33.8089	\$35.4994

Section 3. From and after March 3, 2019, 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 in accordance with the following Schedule C (base pay rates for unclassified full-time, part-time, temporary or grant-funded employees).

SCHEDULE C - BASE PAY RATES FOR UNCLASSIFIED FULL-TIME, PART-TIME, TEMPORARY OR GRANT-FUNDED EMPLOYEES

Grade	Position Title	Pay Frequency	Steps			
			A	B	C	D
SO4	Judge of City Court (Substitute)	Monthly	\$260.00			
SO5	Judge of City Court	Monthly	\$2,462.00	\$2,592.00	\$2,728.00	\$2,872.00
SO6	Prosecuting City Attorney (Substitute)	Per Session	\$150.00			
SO7	Prosecuting City Attorney	Monthly	\$2,500.00			

Grade	Position Title	Pay Frequency	Steps									
			A	B	C	D	E	F	G	H	I	J
9	Secretary to the City Manager	Annually	\$42,497.42	\$44,622.29	\$46,853.41	\$49,196.08	\$51,655.88	\$54,238.68	\$56,950.61	\$59,798.14	\$62,788.05	\$65,927.45
		Monthly	\$3,541.45	\$3,718.52	\$3,904.45	\$4,099.67	\$4,304.66	\$4,519.89	\$4,745.88	\$4,983.18	\$5,232.34	\$5,493.95
		Bi-Weekly	\$1,634.52	\$1,716.24	\$1,802.05	\$1,892.16	\$1,986.76	\$2,086.10	\$2,190.41	\$2,299.93	\$2,414.92	\$2,535.67
		Hourly	\$20.4315	\$21.4530	\$22.5257	\$23.6520	\$24.8346	\$26.0763	\$27.3801	\$28.7491	\$30.1866	\$31.6959
13	City Clerk	Annually	\$68,069.96	\$71,473.46	\$75,047.13	\$78,799.49	\$82,739.47	\$86,876.44	\$91,220.26	\$95,781.27	\$100,570.34	\$105,598.86
		Monthly	\$5,672.50	\$5,956.12	\$6,253.93	\$6,566.62	\$6,894.96	\$7,239.70	\$7,601.69	\$7,981.77	\$8,380.86	\$8,799.90
		Bi-Weekly	\$2,618.08	\$2,748.98	\$2,886.43	\$3,030.75	\$3,182.29	\$3,341.40	\$3,508.47	\$3,683.90	\$3,868.09	\$4,061.49
		Hourly	\$32.7259	\$34.3622	\$36.0804	\$37.8844	\$39.7786	\$41.7675	\$43.8559	\$46.0487	\$48.3511	\$50.7687

Grade	Position Title	Pay Frequency	Salary Range		
			Minimum	Midpoint	Maximum
E-1		Annually	\$79,457.00	\$97,335.00	\$115,213.00
		Monthly	\$6,621.42	\$8,111.25	\$9,601.08
		Bi-weekly	\$3,056.04	\$3,743.65	\$4,431.27
		Hourly	\$38.2005	\$46.7957	\$55.3909
E-2	Director of Parks, Recreation & Forestry	Annually	\$95,349.00	\$116,802.00	\$138,255.00
	Director of Planning & Development	Monthly	\$7,945.75	\$9,733.50	\$11,521.25
	Director of Public Works	Bi-weekly	\$3,667.27	\$4,492.38	\$5,317.50
		Hourly	\$45.8409	\$56.1548	\$66.4688
E-3	Asst. to the City Manager/Dir. of Communications	Annually	\$104,129.00	\$131,385.00	\$150,987.00
	Asst. to the City Manager/Dir. of Economic Development	Monthly	\$8,677.42	\$10,948.75	\$12,582.25
	Asst. to the City Manager/Dir. of Human Resources	Bi-weekly	\$4,004.96	\$5,053.27	\$5,807.19
	Director of Finance	Hourly	\$50.0620	\$63.1659	\$72.5899
	Fire Chief Police Chief				
E-4	City Manager	Annually	\$127,558.00	\$164,231.00	\$191,337.00
		Monthly	\$10,629.83	\$13,685.92	\$15,944.75
		Bi-weekly	\$4,906.08	\$6,316.58	\$7,359.12
		Hourly	\$61.3260	\$78.9572	\$91.9889

Section 4. From and after June 29, 1994, all full-time non-executive, non-administrative or non-professional employees shall be subject to the work week or work cycle and regulations relating to overtime work, except as noted. A listing of executive, administrative, and professionally designated employees or positions shall be issued by the City Manager.

1. Department directors shall not be paid overtime nor receive compensatory time for hours worked in excess of 40 per week.
2. Department directors may grant compensatory time on a straight time basis to their designated executive, administrative, or professional employees for hours worked in excess of 40 hours per week. Such employees are exempt from FLSA provisions.
3. The normal work week for full-time office, field, maintenance, and police personnel, and for police and fire executive and administrative employees, is set at 40 hours per week.
4. Hours worked in excess of 40 hours per week, when authorized in advance by department directors, may be paid at the rate of time and one-half or in lieu thereof, department directors in their discretion may grant compensatory time off also at the rate of time and one-half up to an accumulation allowable under FLSA provisions.
5. The average work week of Battalion Chiefs shall be 56 hours. They shall not be compensated for any hours in excess of 56 hours.

Section 5.

A. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for five years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from the sixth (6th) year through the seventh (7th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
16P	Police Sergeant	\$63
18P	Police Lieutenant	67
20P	Police Captain	71

B. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for seven years consecutive City service, with the exception of military leave of absence, in their present classification in the following amounts, from and after the eighth (8th) year through the tenth (10th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
14P	Police Officer	\$49
16P	Police Sergeant	123
18P	Police Lieutenant	132
20P	Police Captain	142

C. From and after June 28, 2006, initially payable July 14, 2006, the commissioned Police personnel, in the pay grades shown, shall receive compensation for ten years consecutive City service, with the exception of military leave of absence, in

their present classification in the following amounts, from and after the eleventh (11th) year through the fourteenth (14th) year:

<u>In Pay Grade</u>		<u>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 (15th) 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 (8th) year through the tenth (10th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$77
11M	Paramedic Firefighters	77
16M	Paramedic Fire Captains	86

- F. From and after June 28, 2006, initially payable July 14, 2006, Firefighters and Paramedic Firefighters shall receive compensation for ten (10) years consecutive City service, excepting military leave of absence, in their present classification in the following amounts, from the eleventh (11th) year through the twentieth (20th) year:

<u>In Pay Grade</u>		<u>Monthly Amount</u>
11A	Firefighters	\$133
11M	Paramedic Firefighters	133
16M	Paramedic Fire Captains	133

- G. The following is only for Firefighters, Paramedic Firefighters, and Paramedic Fire Captains who will be receiving 20 years longevity pay on August 1, 2013, initially payable August 1, 2013, Firefighters, Paramedic Firefighters, and Paramedic Fire Captains shall receive compensation for twenty (20) years consecutive City service, excepting military leave of absence, in their present classification in the following amount, from the twenty-first (21st) year:

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

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. Full-time classified and unclassified employees employed as of the effective date of this ordinance and still employed as of April 28, 2019, shall be paid an additional one-time sum for tenure, retention and good will for continued service to be calculated based on the following formula:

Base Pay and classification in effect as of March 3, 2019 minus (-)
Base Pay and classification in effect as of March 2, 2019, as listed
in ordinance 7086, divided by (/) respective annual work hours,
2080 or 2912, times (*) the number of regular hours worked by the
employee in the classification(s) since July 1, 2018. Employees
who changed from classifications between July 1, 2018 and March
2, 2019, may require separate calculations as described herein.

Section 8. Ordinance No. 7086 and all ordinances in conflict herewith are hereby repealed.

Section 9. This ordinance shall take effect and be in force from its passage as provided by law.

PASSED this 25th day of February, 2019.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

